



Club Rules

1 Introduction

- 1.1 The name of the club is Chelmarsh Sailing Club (the Club).
- 1.2 The objects of the Club are to encourage and promote water sports, including the sailing and racing of dinghies by amateurs, stand up paddle boarding (SUP), Radio Controlled Sailing and Open Water Swimming, and to provide and maintain a clubhouse for the use of the members of the Club.
- 1.3 Neither the Club nor any Officer, Committee Member, or servant thereof shall be liable to any member or visitor for loss of or damage to any property occurring from whatever cause in or about the Club premises, nor for any injury sustained by any member or visitor whilst on or entering or leaving Club premises.
- 1.4 These rules may be amended only by a two-thirds majority decision of a General Meeting. The rules may only be amended providing any proposed rule changes are not in contravention of any terms within our lease with the Company, Club Premises Certificate or applicable legislation
- 1.5 All members and their guests are required to conform to these rules. Breaches of the rules will be considered by the General Committee, who will decide the appropriate action to be taken.
- 1.6 Other definitions:
The Company – South Staffordshire Water Plc
The Clubhouse Area – The land and buildings shown on Plan 1 attached to our lease, consisting of the Clubhouse, boat park, car parking area and slipways.
The Sailing Area – The area of the reservoir shown on Plan 2 attached to our lease.
- 1.7 If the number of Sailing Members of the Club shall at any time fall below 25 or if at any time the Club shall pass in General Meeting by a majority of three quarters or more of the members voting a resolution of its intention to dissolve the Club then the General Committee or failing them the Trustees shall take immediate steps to convert into money all the property of the Club with power however to postpone or delay the conversion of any particular property if the Club in General Meeting shall so authorise. Out of the proceeds of such conversion the Trustees shall discharge all debts and liabilities of the Club including the expenses of such conversion and any balance remaining in their hands shall be given or transferred to one or more of the following, to another club with similar purposes which is a registered Community Amateur Sports Club and/or to another club with similar purposes which is a charity and/or to Chelmarsh Sailing Club's national governing body for use by them for related community sports and thereupon the Club shall for all purposes be dissolved.

2 Membership

- 2.1 Membership of the Club is open to anyone regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. The General Committee may refuse membership or remove it only for good cause such as conduct or character likely to bring the Club or the sports it promotes into disrepute. Appeal against refusal or removal may be made to the membership
- 2.2 Membership consists of Sailing Members, Associate Members, Social Members, Temporary Members and Honorary Members.
- 2.3 Sailing Members
 - 2.3.1 Ordinary Sailing Membership shall entitle a member over the age of 18 to enjoy the facilities of the Club and to sail at the Club at any permitted time.
 - 2.3.2 Family Sailing Membership shall entitle a member being a person over the age of 18, their partner and any of their children under 18 years of age to enjoy the facilities of the Club and to sail at the Club at any permitted time.
 - 2.3.3 An Ordinary Sailing Member or a Family Sailing Member and their partner shall be entitled to vote at a General Meeting and, if elected, to serve on the General Committee or as an Officer of the Club.
 - 2.3.4 Junior Sailing Membership shall entitle a member being not more than 18 years of age on 1st January of the year covered by their subscriptions to enjoy the facilities of the Club and to sail at the Club at any permitted time. A Junior member shall not be qualified to become an Officer nor be elected to serve on the General Committee nor to vote at a General Meeting.
 - 2.3.5 Student Membership shall entitle a member following a full time approved educational course to enjoy same privileges and restrictions as Junior members.
 - 2.3.6 Sailing Members who have completed the Club's SUP training may also SUP (using their own equipment) or use the Club's SUP equipment on payment of the appropriate fee.
 - 2.3.7 Sailing Members may participate in the Club's Radio Controlled Sailing activities.
 - 2.3.8 Sailing Members may participate in the Club's Open Water Swimming sessions but must satisfy the requirements of NOWCA/Chelmarsh OWS with reference to competency and must become NOWCA members and use NOWCA wrist bands. Members may use their own equipment or use the Club's OWS equipment on payment of the appropriate fee.

2.4 Associate Members

2.4.1 Associate Membership shall entitle a member to enjoy the facilities of the Club. An Associate Member shall not be qualified to vote at a General Meeting.

2.4.2 Associate Members (SUP)

2.4.2.1 Associate Membership (SUP) shall entitle members who have completed the Club's SUP training to SUP (using their own equipment) or use the Club's SUP equipment on payment of the appropriate fee at any permitted time.

2.4.2.2 Family Associate Membership (SUP) shall entitle a member being a person over the age of 18 and any of their children under 18 years of age who have completed the Club's SUP training to SUP (using their own equipment) or use the Club's SUP equipment on payment of the appropriate fee at any permitted time.

2.4.2.3 An Associate Member (SUP) may participate in the Club's Open Water Swimming sessions, but must satisfy the requirements of NOWCA/Chelmarsh OWS with reference to competency and must become NOWCA members and use NOWCA wrist bands. Members may use their own equipment or use the Club's OWS equipment on payment of the appropriate fee.

2.4.2.4 One representative Associate Member (SUP) shall serve as "SUP Fleet captain" on the Club's General Committee.

2.4.3 Associate Member (Radio Controlled Sailing)

2.4.3.1 Associate Membership (Radio Controlled Sailing) shall entitle the Member to participate in the Club's radio controlled sailing activities.

2.4.4 Associate Member (Open Water Swimming)

2.4.4.1 Associate Membership (Open Water Swimming) shall entitle members who satisfy the requirements of NOWCA/Chelmarsh OWS with reference to competency to participate in the Club's Open Water Swimming sessions. They must also hold NOWCA membership and use NOWCA wrist bands. OWS Members may use their own equipment or use the Club's OWS equipment on payment of the appropriate fee.

2.4.4.2 One representative Associate Member (Open Water Swimming) shall serve as "OWS Fleet captain" on the Club's General Committee.

- 2.5 Social Members.
Social Membership shall entitle a member to enjoy the facilities of the Club but a Social member may not take part in any water sport. A Social Member may support the running of water sports for the benefit of Full or Associate Members, if appropriately approved. A Social Member shall not be qualified to become an Officer nor be elected to serve on the General Committee nor to vote at a General Meeting.
- 2.6 Temporary Members.
Temporary membership may be granted by the General Committee in such circumstances as the General Committee thinks fit. Such membership carries no entitlement to vote at a General Meeting nor to be elected to serve on the General Committee or to become an Officer.
- 2.7 Honorary Members.
The Club may in General Meeting elect Honorary Members. The total number of Honorary Members shall not at any one time exceed five per cent of the total Family and Ordinary members. Honorary Members may not vote at a General Meeting.
- 2.8 Vice Presidents.
The Club may in General Meeting elect non-executive Vice Presidents of the Club. Such members shall have made a notable contribution to the well-being of the Club and will be subject to annual re-election.
- 2.9 Any person who is a competitor in a race sponsored or organised by or on behalf of the Club, and their spouse and family shall be entitled to the use of the Club premises including a period of 24 hours before the racing in which they are competing. These persons may also be invited to join other Club activities with the approval of the General Committee.
- 2.10 The General Committee may at its discretion make individual arrangements and agree appropriate fees annually for the use of the facilities by schools or other approved groups affiliated to the Club provided each group shall be approved by the General Committee. Members of such groups shall be under the supervision of experienced instructors who shall be nominated in writing by the group. Such groups shall indemnify the Club against all claims whatsoever arising from their activities whilst on land, building or water leased by the Club. The times at which the group may use the Club shall be decided by the General Committee. Any arrangements made under this clause may not last for more than twelve months.
- 2.11 The Club may maintain Membership and Subscription records on such electronic media as the General Committee deems appropriate. All information will be held in accordance with the Club's data privacy policies.
- 2.12 Any member intending to resign from the Club shall notify their intention in writing to the Secretary (with three months notice). Members who resign part way through their membership period are not entitled to any refund of subscriptions or fees.

- 2.13 In case any member wilfully infringes any of the Club rules or bye-laws for the time being in force, or in case their conduct shall in the opinion of the General Committee be injurious or calculated to be injurious to the character and interests of the Club, the General Committee may call upon such member to furnish it with an explanation. If the member shall not within a reasonable time offer such explanation, the General Committee may, after due consideration, instruct the Secretary to write to the offending member informing them thereof and recommending them to resign. If the member does not resign within one month of the date of such recommendation, The General Committee may forthwith expel them and erase their name from the membership. No such recommendation shall however be sent to any member and no expulsion take place unless the same shall be agreed in secret ballot by two thirds of the members of the General Committee specially summoned for the purpose. A member whose membership is being considered for removal may appeal to the membership.
- 2.14 Applications for membership shall be made on the approved form duly forwarded to the membership secretary. Applications for membership shall be reported to the next General Committee meeting.
- 2.15 Each member shall inform the Secretary in writing of the address at which communications may be addressed to that member. All notices required by these rules to be given or sent to a member shall be sent by post or electronic mail or delivered to them personally and every member to whom a notice has been so sent or delivered shall be deemed to have received such notice. The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by any person entitled to receive such notice shall not invalidate the proceedings of that meeting.
- 2.16 In addition to the powers given to the General Committee under rule 3.4, if at any time any fees payable to the Club by any member or former member shall be three months or more in arrears and a boat, trailer or equipment the property of the member or former member remains upon the premises the General Committee may:
- 2.16.1 Move the boat, trailer or equipment to any other part of the Club premises without being liable for any loss or damage to the boat, trailer or equipment howsoever caused, and give one month's notice in writing to the member or former member at their last known address as shown in the Club Membership Register and sell the boat, trailer and equipment and deduct any monies due to the Club (whether by way of arrears of subscription or annual payments, boat fees or otherwise) from the net proceeds before accounting for the balance (if any) to the member or former member. If the boat, trailer or equipment is unsaleable after giving notice as aforesaid dispose of the boat, trailer or equipment in any manner the General Committee may think fit and deem the cost of doing and any arrears aforesaid to be a debt owing to the Club by the member or former member.
- 2.16.2 The Club shall at all times have a lien over a member's or former member's boat, trailer or equipment parked on the Club's premises in respect of all monies due to the Club whether in respect of arrears of subscription or boat fees or otherwise.

2.16.3 Providing always that minuted evidence is available to show that all reasonable steps have been taken to trace a member or former member and that when or if a boat, trailer or equipment is sold the proceeds of the sale (less any indebtedness by the member or former member to the Club) shall be placed on bank deposit account and retained against the eventuality of a claim by the owner (whether he or she be the member or former member or otherwise) for a period of six years.

2.17 All members must comply with the rules set out in Appendix A and other Club Byelaws at all times.

3 Fees and subscriptions

3.1 Entrance fees, subscriptions and, where applicable, boat fees for new members become due on application as members of the Club.

3.2 Annual subscriptions and other fees become due on 1 April of each year. Payment is to be made by a method prescribed by the General Committee.

3.3 Fees shall be set at the prescribed level agreed by a General Meeting from time to time.

3.4 Any member who has not paid their subscription or is in arrears with any agreed schedule of subscription may neither vote nor be a proposer or seconder at a General Meeting. Any member paying annually whose subscription remains unpaid by 30th June or any member paying by schedule that falls three months in arrears shall be deemed to have resigned from the Club

4 How the Club is managed

4.1 The property of the Club shall be vested in a maximum of four Trustees who shall be appointed by the General Committee. The property of the Club shall be vested in the Trustees to be dealt with by them as the General Committee may from time to time direct by resolution (of which any entry in the minute book shall be conclusive evidence). The Trustees shall be indemnified against risk and expense out of Club property. The Trustees shall hold office until death, resignation or removal from office by the General Committee. Where by reason of such death, resignation or removal it is necessary that a new Trustee or Trustees be appointed, the General Committee shall nominate the person or persons to be appointed the new Trustee or Trustees. For the purpose of giving effect to such nominations, the Commodore is hereby nominated the person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustees Act of 1925 and the Commodore shall by deed duly appoint the person or persons so nominated by the General Committee.

- 4.2 The management of the affairs and finances of the Club shall be vested in the General Committee subject to the control of the General Meeting. All Officers and Committee Members shall retire at the Annual General Meeting and may offer themselves for re- election. Flag Officers shall not serve more than two years in any particular post but may be re-elected to that post after a break of one year.
- 4.3 the General Committee shall be composed of the Flag Officers, Officers, Fleet Captains and a maximum of seven additional full members all of whom shall be elected at the Annual General Meeting. A quorum of the General Committee shall be eight providing that at least one of the members is a Flag Officer or an Officer. The General Committee has powers to appoint such sub-committees as it thinks fit and to co-opt any member of the Club to serve upon the General Committee or a sub-committee.
- 4.4 The Officers of the Club shall consist of:
- 4.4.1 Flag Officers: Commodore, Vice Commodore and Rear Commodore.
 - 4.4.2 Officers: Treasurer, Secretary, Bosun, Sailing Secretary, Membership Secretary, Principal of the Training Establishment, Health and Safety.
- 4.5 Fleet Captains. Each of the Fleets established by the General Committee and Associate Members (SUP) and Associate Members (OWS) shall appoint a Fleet Captain to represent their interests. Under the direction of the General Committee there shall be held annually an election of each Fleet Captain. A Fleet Captain may stand for re- election if he or she wishes. Those entitled to vote at such elections being fully paid up boat owning members of the respective class and at the discretion of the General Committee crewing members whose names have been previously notified to the General Committee by the boat owning members.
- 4.6 An Annual General Meeting (AGM) is to be held in November of each year or as near to November as possible the Secretary giving all members 28 days notice of the meeting and circulating the agenda of the meeting. Any propositions to be put to the meeting other than the passing of the Accounts, the appointment of Accountants, the election of Officers and other Committee members and the setting of fees and subscriptions must be notified to the Secretary prior to the 1st October for inclusion in the agenda. Any amendment to such proposition must be notified to the Secretary at least 14 days before the date of the AGM and posted on the Club Notice Board at least seven days prior to the date of the AGM. The Secretary has the authority to refuse an amendment if he or she considers it to be a new resolution and not an amendment to an existing one. The General Committee may propose a proposition at any time at their discretion providing 28 days notice of any proposition is given to the membership. Candidates for election as Vice Presidents, Flag Officers, Officers and Committee Members shall be those members of the retiring Committee who offer themselves for re-election and any other members of the Club whose nominations duly proposed and seconded shall have been sent to the Secretary in writing at least 14 days prior to the date of the AGM. No business shall be transacted at an AGM unless a quorum of 30 full members shall be present or have provided proxies prior to the appointed time for the meeting.

- 4.7 The Committee or any ten members entitled to vote at a General Meeting may call an Extraordinary General Meeting (EGM) providing that they give due notice to the Secretary stating the object of the meeting. The Secretary must give 28 days notice to all Sailing Members of any such meeting which shall not extend beyond the purpose for which the Extraordinary General Meeting was convened. No business shall be transacted at an EGM unless a quorum of 30 full members shall be present or have provided proxies prior to the appointed time for the meeting.
- 4.8 If an AGM or EGM does not achieve the quorum requirement then the meeting may be postponed and 7 days notice provided for the revised date of the meeting rather than the 28 day notice period.
- 4.9 A member with voting rights may appoint another voting member to act as their proxy to represent them and vote on their behalf at a General Meeting of the Club. Notice of such proxy must be provided to the Secretary prior to the appointed time of the meeting.
- 4.10 No Club monies shall be spent without the sanction of the General Committee. The authorisation to make payments shall be at the discretion of the General Committee. All surplus income or profits are to be reinvested in the Club. No surpluses or assets will be distributed to members or third parties.
- 4.11 An accountant shall be appointed to report on the Annual Accounts of the Club. The financial year shall end on 30th September. A copy of the prepared accounts shall be available to all members attending the AGM.
- 4.12 The classes of boat sailed at the Club shall be only those prescribed by the General Committee. The General Committee shall from time to time regulate the size and composition of the fleets.
- 4.13 The General Committee will ensure that it has proper procedures in place to deal with any accidents or emergencies involving persons or equipment on the Clubhouse Area and the Sailing Area.
- 4.14 The General Committee shall have power to make, rescind and alter from time to time as they think fit byelaws for the regulation of the Club. A copy of the byelaws for the time being in force shall at all times be posted in the Club premises.

Appendix A - Use of Sailing Area and Conduct of Members

- 1 All members are expected to comply with these rules at all times. The General Committee may remove membership from any member who breaches these rules or brings the Club or the water sports it promotes into disrepute without any compensation. A member whose membership is being considered for removal may appeal to the membership.
- 2 No Members shall use the Club or its name for the purpose of any form of advertising or for any form of business or for the purpose of any political discussion or propaganda.
- 3 No persons under the age of 18 shall be supplied with or consume intoxicating liquor on the Club premises, nor may they use the Club room unless an adult is present in the room.
- 4 A member may invite a guest to the Club providing that (a) the member enters the name and address of the Guest in the Visitor's Book and (b) the member does not leave the premises whilst the Guest is present. A member may not introduce the same person as a Guest more than four times in a year. A Guest may bring a designated class of boat or SUP, with the prior permission of a Committee member, for which there may be a fee as prescribed by the General Committee from time to time. The member will be responsible for ensuring that the Guest conforms to the rules and byelaws of the Club and all Standard Operating Procedures.
- 5 Members may only sail a class of boat that has been approved by the General Committee. Members wishing to sail a boat from a class that has not been approved require approval from a Flag Officer before sailing that class at the Club.
- 6 Any member introducing or removing any water sports equipment to be used or stored at the Club must record the movement in the log provided within 48 hours. Where the equipment has previously been used in an area where waters are known to carry any notifiable disease or other disease the Club and/or the Company reserve the right to exclude such craft from as much of the vicinity of the Chelmarsh Reservoir Site as is under the control of the Club and/or Company until such time as the craft is in the opinion of the Company fit to enter such vicinity. The Company shall be the sole judge of when this requirement will be applied and its decision shall be final; the Company also reserves the right to set down any requirements from time to time for the Club and its members to carry out under the supervision of the Company (if required) the hosing down cleaning and sterilising of any such craft, both inside and out, and any other equipment brought to the Company's Chelmarsh Reservoir Site.
- 7 All members and visitors must comply with the safety procedures that have been defined for the sport that they are taking part in. The safety procedures for each sport will be proposed by an Officer and approved by the General Committee.
- 8 No member or guest shall trespass on the land of the Company except as may be occasioned in case of emergency.
- 9 The Club has no employees and relies on its members to volunteer to carry out duties. These duties could include Officer of the Day, Assistant O.O.D, Officer in charge of Rescue Boat, Grounds Maintenance etc. Members will be asked to volunteer for a number of these duties each year.
- 10 All boats must be insured against Third Party claims to a minimum of £5,000,000.00 or as prescribed by the General Committee.

- 11 Boats that are not racing and SUP may use the Sailing Area during organised events, except where this is explicitly prohibited by the General Committee. At all times non-racing boats and SUP will keep clear of those racing and of the marks of the race course.
- 12 Member's dogs are permitted in the Clubhouse Area but must not enter the water and must be on a leash. No other animals (whether pets or otherwise) are allowed on any part of the Clubhouse Area. Members dogs are not allowed inside the Clubhouse itself, with the exception of assistance dogs where prior approval has been given by a Flag Officer. Members shall arrange to remove any other dogs or animals which enter into the Clubhouse Area. Members are responsible for cleaning up after their dogs.
- 13 No member or visitor shall commit or permit any act which may result in the fouling of the Clubhouse Area or Sailing Area or of the water flowing into or in the reservoir. Bathing is not be permitted;
- 14 Water sports shall be restricted to the parts of the reservoir defined on Plan 2 appended to the lease or such smaller areas as may from time to time be necessary for operational reasons as determined by the Company;
- 15 No craft shall beach except within the area leased pursuant to this Lease except in an emergency or during training;
- 16 No gun shall be used for any purpose in connection with any of the Club's activities without the previous written consent of the Company;
- 17 There should not be any music or any other sound played inside any building including the clubhouse on the Clubhouse Area which is audible outside the said building or clubhouse or on any part of the Chelmarsh Reservoir Site. Provided that it is agreed that radios maybe used to support water sports activities;
- 18 Only the lavatories provided in the clubhouse shall be used for sanitary purposes;
- 19 No interference shall take place with the machinery valves drains fences gates and roads or other apparatus or works of the Company or of apparatus of the electricity supply or telephone service authorities without the Company's prior written consent;
- 20 All vehicles belonging to members of the Club and coming onto the road shown coloured brown on Plan 1 in the lease from the public highway shall display a Company sticker for the appropriate year which shall be issued by the Company to the Club for that purpose and other vehicles parked on the Clubhouse Area whether guests of members or invitees of the Club must display a sticker or notice on the inside of their windscreen indicating that they are a visitor.;
- 21 Water sports equipment shall be stored or left within the Clubhouse Area only in such places and at such times and in such manner as the General Committee or a Flag Officer has approved.;
- 22 Members should ensure that they do not interfere with any maintenance work carried on upon or near the Company's Chelmarsh Reservoir Site by the Company or its agents.
- 23 Powered boats may be used when reasonably necessary in connection with safety, race management, training and maintenance associated with water sports operations but for no other purpose.