

# RULES OF THE WARSASH SAILING CLUB – 2024 Version 1.0

## Name

1. The name of the Club shall be Warsash Sailing Club hereinafter referred to as 'the Club'.

## Objects

2. The objects of the Club shall be to promote interest in and to provide facilities for racing, cruising and training in sailboats of all kinds and to provide social and other facilities for members as may from time to time be determined. The Club is a non-profit making organisation. All profit and surpluses will be used to maintain or improve the Club's facilities.

## Membership

3. Membership of the Club shall be open to anyone intending to participate actively in the sport of sailing or who has done so in the past. Paid members of staff shall not be entitled to membership of the Club, but shall have full use of the Club's facilities subject to the general terms of membership and shall not be required to pay a joining fee if they resume membership after resignation.

There shall be the following categories of membership with power to vote at all meetings of the Club as indicated hereunder. The rights and privileges of each category of members are as defined in the latest edition of the byelaws of the Club.

A FULL MEMBER - being a person who, at the commencement of the subscription year, shall have attained the age of twenty-six years shall have one vote.

A JOINT MEMBER – being any two members of the same household, which expression shall include two cohabiting adults or one adult and a cohabiting child. Each adult Joint Member shall have one vote.

A FAMILY MEMBER - which expression shall include one or two co-habiting adults and all children within their guardianship under eighteen years of age. Adult family members shall hereinafter be in all respects included in the category of full members and each adult member shall have one vote.

A CADET MEMBER – being a person who at the commencement of the subscription year is under the age of 18 and not a family member shall have no vote.

A YOUNG ADULT MEMBER - being a person who, at the commencement of the subscription year has reached their 18th birthday and is under the age of 26 shall have one vote.

AN HONORARY MEMBER - who shall have no vote.

AN HONORARY LIFE MEMBER who shall have all the privileges of a full member and shall have one vote

A TEMPORARY MEMBER - who shall have no vote.

AN OVERSEAS MEMBER – who shall be a person living overseas and shall have no vote.

A GROUP MEMBER – who shall be a member of an organised group admitted by the Executive and shall have no vote.

Candidates for membership shall have no privileges whatsoever in relation to the use of the Club or premises.

## Burgee

4. The burgee of the Club shall be a black lobster on a yellow background.

## Officers and Executive Committee

5. The Officers of the Club shall (from November 2023) be six flag Officers comprising:

Commodore

Vice Commodore

Rear Commodore (Sailing) RCS

Rear Commodore (House, Facilities) RCHF

Rear Commodore (House, House Hospitality) RCHH

Rear Commodore (IT and Digital Marketing) RCITDM.

Supported by the following Officers:

Honorary Secretary

Honorary Assistant Secretary

Honorary Treasurer

Honorary Assistant Treasurer

Honorary Sailing Secretary

Honorary House Officer.

All Officers shall retire at the Annual General Meeting and shall be Members of the Club entitled to vote as defined in clause three. The Commodore shall not be eligible for re-election for a third successive year, and the

remaining Flag Officers shall not be eligible for re-election for a fourth consecutive year in the same post. Past Commodores of the Club and any person in the rank of Honorary Flag Officer shall be entitled to fly the burgee of the Club with a distinguishing red band next to the hoist.

6. The Executive Committee of the Club shall comprise the Officers and four elected Members, who shall be Members of the Club entitled to vote as defined in clause three. Nine Members of the Executive shall form a Quorum. Voting in the Executive shall be by show of hands. In the event of equality, the Commodore or Chairman's vote shall have a second and casting vote.
7. Two of the elected members of the Executive Committee shall retire annually in rotation and shall only be eligible for re-election after an interval of one year. Their places shall be filled by two members elected at the Annual General Meeting. In the case of more than two vacancies occurring at the Annual General Meeting these vacancies shall be filled by election at that meeting and any member so elected shall retire at the time the member he/she replaced was due to retire. In this case, the member is not barred from being re-elected to the Executive Committee. In the case of a vacancy occurring between Annual General Meetings, the Executive Committee shall be empowered to co-opt a member to serve until the next Annual General Meeting. The Executive Committee shall be empowered to co-opt members to serve on ad-hoc business.
8.
  - (a) Nominations for all Officers, members of the Executive Committee signed by the proposer, seconder, and nominee must be in the hands of the Honorary Secretary at least 21 days before the date of the Annual General Meeting. Such nominations together with the names of the proposer and seconder shall be posted in Shore House at least 14 days prior to the Annual General Meeting.
  - (b) In the event that there are still insufficient volunteers to fill vacant posts, the Executive Committee shall be empowered to co-opt a member to serve until the next Annual General Meeting.
  - (c) A General Meeting shall be empowered on the recommendation of the Executive Committee to elect Honorary Life Members who shall enjoy the full privileges of the Club, and on the recommendation of the Executive Committee to elect Honorary Flag Officers. The Executive Committee shall be empowered, following the procedure set out in Rule 24, to elect Honorary Members who will take no part in the business or management of the Club and whose honorary membership will end on the first anniversary of their election to honorary membership or upon such date or occasion as may have been specified by the resolution by which they were elected. Any honorary membership may be extended or terminated by resolution of the Executive Committee.
9. If the number of candidates for election is greater than the number of vacancies to be filled then there shall be a ballot.
10. 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 a majority of those present at the Annual General Meeting, and entitled to vote, vote by show of hands in favour of such election.
11. 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.
12. The Executive 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 objects of the Club or for a benevolent or charitable purpose nominated by a general meeting. In particular, the Executive 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. The Executive 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 Executive or of the Club as the Executive may think fit. An officer of the Club shall be an ex officio member of each such subcommittee.
13. Executive Committee meetings shall be held as required but at least once every two months. They shall be convened by the honorary secretary or by one of the flag officers. The senior flag officer present shall take the chair. If no flag officer is present, the chairman shall be elected from those members present. Proposals for agenda items should be made in writing to the honorary secretary or convening flag officer no less than four working days preceding the executive committee meeting. The chairman shall decide whether any action shall be taken on matters that do not appear on the agenda. 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 chairman shall have a second and casting vote. A resolution in writing (including email), signed by a majority of members of the

Executive as defined in clause six shall be valid and effective as if it had been passed at a meeting of Executive or (as the case may be) a committee of the Executive duly convened and held. All such decisions must be minuted at the next following meeting of the Executive.

#### **Duties of the Honorary Secretary, Honorary Treasurer and Reporting Accountants**

14. The honorary secretary or the honorary assistant secretary shall:
- (a) Keep a register of Club members' names and addresses;
  - (b) Conduct the correspondence of the Club;
  - (c) Keep custody of all Club documents;
  - (d) Keep full minutes of all meetings of the Club and the Executive Committee as defined in Section 13 which shall be confirmed and signed by the appropriate Chairman upon the agreement of the Club or the Executive Committee at the next following meeting of the Club or the Executive Committee;
  - (e) Administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its Officers and its members;
  - (f) Maintain contact with the Club's Legal Advisor to ensure that the Club's affairs are managed in accordance with current law.
  - (g) Maintain any such certificates or registrations, and complete any such non-financial returns, as may be required by law.
15. The Honorary Treasurer shall:
- (a) Cause such books of account to be kept as are necessary to give a true and fair view of the state of finances of the Club;
  - (b) Cause all returns as may be required by law in relation to such accounts to be rendered at the due time;
  - (c) Prepare an Annual Balance Sheet each year and cause such Balance Sheet (and accounts as necessary) to be examined at least once annually and shall thereafter cause the same to be exhibited in the Club premises at least fourteen days before the date of the Annual General Meeting.
16. The Reporting Accountants shall:
- (a) Be appointed at the Annual General Meeting in each year;
  - (b) Examine 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 Executive.

#### **Bye-Laws**

17. The Executive Committee may make, amend, or repeal such bye-laws as it deems necessary for the management of the Club. A copy of the extant Rules and bye-laws shall be exhibited in the Club House. Any new bye-laws, amendments to or repeal of bye-laws, shall be notified in writing to all members. Rules and bye-laws are binding on all members unless set aside by a General Meeting.

#### **General Meetings**

18. The Annual General Meeting shall be held in November each year to receive a financial statement from the reporting accountants, elect Officers and members of the Executive Committee, appoint reporting accountants and transact any necessary business. The Honorary Secretary shall call an Extraordinary General Meeting at the discretion of the Executive Committee or Flag Officers or at the written request of thirty members. Discussion at an Extraordinary General Meeting shall be confined to the business stated in the notice sent to members. Not less than ten days' notice shall be given of any General Meeting. Seventy members shall form a quorum of a General Meeting. The senior Flag Officer present shall take the chair and shall have the deciding vote in the event of an equal division. If no Flag Officer is present the Chairman shall be elected by the members present. Honorary, Temporary, Overseas and Group members shall have no vote at a General Meeting. Except in the case of a ballot, voting at a general meeting shall be by show of hands.

#### **Membership Fees**

19. (a) The entrance fees and rate of annual subscription shall be determined by a General Meeting. Subscriptions become due on the 1st October and must be paid by the 30th November. Subscriptions may also be paid by monthly direct debit in accordance with rule 19(b). If a member has not paid the subscription by 30<sup>th</sup> November and has not agreed to pay by monthly installment under rule 19(b), the membership shall be deemed to have lapsed. Members who had previously received a concession to pay one half of the subscription will have that reduction reduced by 10 percentage points each subscription

year commencing 1 October 2019, so that the concession is removed by subscription year commencing 1 October 2023. Members who had previously had their subscriptions frozen will continue to do so.

- (b) Members may pay subscriptions in monthly installments provided that a signed direct debit mandate to pay by monthly installments is received by 15 September. Payments will be taken at the start of each month. If any installment fails on the first presentation then the whole balance, including the surcharge, becomes due immediately.
  - (c) The Executive Committee may make such other charges for the use of Club facilities as it thinks fit.
20. All members shall pay the entrance fee (if any) and their first annual subscription forthwith upon election to the Club and thereafter on the first day of October in each year. The annual subscription for the first year when a new member is elected, or a previous member is re-elected to the club shall be reduced by one twelfth of the amount for each complete month since the 1st of October that has already expired by the date they are elected as members. A member who resigns in the course of a year shall not be entitled to have any part of the annual membership fee refunded.
21. A former member who was in good standing at the time of resignation may on application within five years of resignation be readmitted to the Club on payment of the relevant subscription but without payment of an entrance fee.
22. Temporary members may be admitted to the Club for a period of up to three months on application to the Secretary and shall pay a monthly fee as determined by the Executive Committee. Members may bring visitors to the Club provided that the visitors' names and addresses are entered in the Visitors' Book.
23. A member who, for any reason anticipates inability to use the Club or its facilities for the whole of any one year shall be excused payment of the annual subscription or any other annual fees provided that the notice in writing is given to the Secretary before the last day of November in the previous year. A member wishing to be reinstated during the year in question shall pay such proportion of the annual subscription as the Executive Committee shall require.
24. Members shall be responsible for the behaviour of their visitors, and no member shall bring into the Club premises on any one occasion more than three visitors. A visitor may not be introduced into the Club under this rule on more than six occasions during the Club year. No person may be introduced as visitor who has been expelled from the Club under Rule 25.
25. A candidate for membership (including honorary) shall be proposed and seconded in writing to the Honorary Secretary who shall forthwith post the proposal in the Club House with the date when it reached him, and the date by which any objections should be received. At least ten days shall be allowed for objections to be submitted. If there are any objections the proposer and seconder shall be informed of them and allowed at least seven days to respond. The Executive Committee shall then vote on the proposal after considering all of the available information. Upon election, the candidate shall be notified by the Honorary Secretary and on payment of the appropriate dues membership shall be granted and the member will receive a copy of the rules and by-laws. All proposals and seconding of candidates for membership shall only be by members to whom the candidates are personally known save that the Executive Committee may consider for membership a candidate who is not so proposed but has been interviewed by an officer of the Club. An application for membership shall be in the form from time to time prescribed by the Executive Committee, and shall include the name and address of the candidate and the signatures of the proposer and the seconder. A member wishing to resign from the Club shall tender his resignation in writing to the Honorary Secretary. Every member shall furnish the Honorary Secretary with an up-to-date address which shall be recorded in the Register of Members and any notice sent to such address as shall be deemed to have been duly delivered. No reason for rejection shall be given to an unsuccessful candidate nor may he/she be proposed for membership for six months.

### **Rules of Conduct**

- 26.1 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. The Club adopts the objectives and principles of the RYA Racing Charter and applies them to all aspects of the Club's activities and operations whether or not related to sailing.
- 26.2 Any breach of Rule 26.1 or any conduct which, in the opinion of the Executive Committee is unworthy of a member, is in breach of the standards of conduct set out in the Racing Charter (whether or not the conduct relates to racing), or might otherwise be injurious to the interests of the Club shall render a member liable to

disciplinary action by the Executive Committee which may include expulsion or non-renewal of membership. Before such action is taken, the following procedure will be followed:

- (a) The member shall be provided with details of the allegations.
  - (b) The member shall have the right to make representations to the Executive Committee either in writing or in person. If the member chooses to appear in person before the Executive Committee he/she may be accompanied or represented at the hearing by a Club member. A member under the age of 18 must be accompanied by a responsible adult.
  - (c) If the member fails to attend at the time and place appointed the Executive Committee may hear evidence in the member's absence.
  - (d) The Executive Committee shall consider the evidence, including evidence and representations presented by the member, make findings of fact and reach a decision (which may include the expulsion of the member or non-renewal of membership) with reasons.
  - (e) A copy of the decision and reasons shall be sent to the member.
  - (f) A Resolution to apply any sanction shall be carried by a simple majority vote by those members of the Executive Committee present and voting on the Resolution.
  - (g) The member may appeal against suspension, expulsion or non-renewal of membership to an appeal committee comprising three trustees or other members of similar standing in the club and who so far as possible have no previous knowledge of the case. The member shall have rights before the appeal committee similar to those set out in paragraphs (a) to (c) above.
  - (h) The decision of the appeal committee shall be final and binding and shall be communicated via the club secretary to the member and to members of the Executive Committee as soon as possible.
  - (i) The Executive Committee (or any person to whom the Executive Committee may delegate this power) may temporarily suspend or exclude a member from particular training sessions, racing and/or wider club activities when in their opinion such action is in the interests of the Club.
  - (j) Upon expulsion, the former member shall not be entitled to have any part of the annual membership fee refunded and must return to the Club any Club or external trophy or trophies forthwith.
  - (k) Upon expulsion of a member, the Executive Committee may dispose of the former member's boat and/or trailer in accordance with Bye-Law 5.
27. 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 Executive Committee.
28. Complaints of any nature relating to the management of the Club premises shall be addressed in writing to the Honorary Secretary. Under no circumstances shall an employee of the Club be personally reprimanded other than by a Flag Officer or Officer as defined in Rule 5.

### **Liability**

29. Members, their guests and visitors are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises: - Members of the Club, their guests or visitors may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept:
- (a) The Club will not accept any liability for any damage to or loss of property belonging to members, their guests or visitors to the Club.
  - (b) The Club will not accept any liability of personal injury arising out of the use of the Club premises, any other facilities of the Club either sustained by members, their guests or visitors or caused by the said members, guests or visitors 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, Executive Committee or employees of the Club.
30. Membership of the Club and acceptance of these rules by the member will be deemed to constitute consent to the holding of relevant personal data for the purposes of the Data Protection Acts.
31. A member of the Executive Committee, of a sub-committee or any person, in transacting business for the Club, shall disclose to third parties that he or she is so acting.
32. **Notice to Members**  
The accidental omission to give notice of a meeting or the non-receipt of a notice by any person entitled to receive one shall not invalidate the proceedings at the meeting. Any notice of meeting required to be given by

these Rules may be sent by post or by email or in such other manner as the Executive Committee may from time to time determine.

33. Any person or sub-committee delegated by the Executive 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 Executive Committee. No one shall, without the express authority of the Executive Committee pledge the credit of the membership.
34. In the event of any member of a Club committee subordinate to the Executive Committee for any reason ceasing to be a member of the Sailing Club, he/she shall forthwith cease to be a member of that committee and another member may be appointed in his/her place.

#### **Financial (1)**

35. The Club financial year shall be from the 1st September until the 31st August.
36. In pursuance of the authority vested in the Executive Committee by members of the Club, members of the Executive Committee are entitled to be indemnified by the members of the Club against any liabilities properly incurred by them or any one of them on behalf of the Club wherever the liability 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. 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. This rule shall not apply to honorary, temporary or junior members.
37. Financial Rules shall be adopted as follows:
  - (a) By the Executive Committee for the control of all financial transactions related to the Club (including but not limited to the purchase of goods and services) but excluding those related to the purchase and sale of alcohol;
  - (b) by the Bar Committee for the control of all transactions related to the purchase and sale of alcohol.

#### **Alterations to Rules**

38. Alterations to rules shall only be made at a General Meeting, ten days' notice of proposed alterations or additions having been given to members.
39. The Executive Committee shall be the sole authority for the interpretation of these rules.

#### **Licensing**

40. The permitted hours for the supply of alcohol in the Club House shall be such as may from time to time be determined by the Executive Committee of the Club in accordance with the provisions of the current licensing act.
41. The purchase of alcohol for and the supply of alcohol by the Club shall, subject to compliance with financial rules made under Rule 37(b) and with the provisions of Rule 39 be in the absolute discretion of the Bar Committee.
42. Membership of the Bar Committee shall be determined as follows:
  - (a) The Bar Committee shall be composed of not less than four and no more than eight members of the Club elected for a term of three years by a General Meeting of the Club. A member of the Bar Committee whose term comes to an end may stand for re-election without any need to stand down for a period. The holder of the Club's licence for the supply of alcohol or its nominated person under licensing legislation shall ex officio be an additional voting member of the Bar Committee.
  - (b) Nominations for members of the Bar Committee signed by the proposer, seconder, and nominee must be in the hands of the Honorary Secretary at least 21 days before the date of the General Meeting. Such nominations together with the names of the proposer and seconder shall be posted in Shore House at least 14 days prior to the General Meeting.
  - (c) If the Chairman of the Bar Committee is not an elected member of the Executive Committee, he/she shall have the right to attend meetings of the Executive Committee and to receive Committee papers but shall have no vote.
  - (d) In the event of any member of the Bar Committee ceasing to be a member of the Club, he/she shall cease to be a member of the Bar Committee. If for that or any other reason a person ceases to be a member of

the Bar Committee, the Bar Committee may, subject to ratification by the Executive Committee appoint another member of the Club in his/her place to hold office until the next General Meeting of the Club.

43. No member shall take any commission, percentage, payment or gift in any way related to the purchase or supply of goods or services provided by or to the Club (including the organization of Club events). However, bar trained members may be paid to assist in the operation of bars for private functions taking place in the Club. Members may also be paid legitimate expenses incurred on behalf of the Club and remuneration for trade or professional services provided to the Club on a commercial basis. The Executive Committee or any two Flag Officers may decide to make an appropriate award to a member who has given particularly meritorious services to the Club. For the avoidance of doubt, all items given to members by suppliers must be handed to the administrator's office to be used, for example, as raffle prizes for the benefit of the Club as a whole. This requirement does not apply where sponsors donate items given to all people taking part or assisting Club events or to prizes presented to participants. Also, the Executive Committee and the Bar Committee shall have discretion to dispose of promotional items of nominal value (assessed at £10 at 2015) which are received from suppliers where presentation as prizes would be inappropriate.
44. No person under the age of 18 shall be permitted to purchase or consume alcohol on Club premises. Subject thereto and to any restrictions which may from time to time be imposed by the Executive Committee, and promulgated in a bye-law, the following persons shall be entitled to purchase alcohol for consumption on the premises or attend public entertainment in the Club:
- (a) All members
  - (b) Guests, that is to say:
    - (i) Yachtsmen, yachtswomen, and members of their crews, and the parents of or other people looking after junior crews provided that such persons shall call at the Club premises:
      - a) In the course of or in connection with regattas or other such sailing activities organised by the Club;
      - b) Being members of a Club included on the RYA list of recognized Clubs;
    - (ii) Being yachtsmen or women who shall have arrived at Warsash by water.
    - (iii) Members of yacht Clubs with which the Club has a reciprocal arrangement, that is to say, whereby on production of a membership card to a member of the Executive committee, or to a Club employee authorized for the purpose, and signing the Visitors' Book, members of one Club may use the facilities of another. The names of the Clubs with which reciprocal arrangements exist shall be published in the Lobster's Log from time to time by the Executive Committee of the Club.
    - (iv) Guests of members brought as visitors to the Club in accordance with Rules 22 and 24.
    - (v) Guests of members booking Club accommodation for a party. The member booking the accommodation shall be responsible for the behaviour of the guests.
    - (vi) Attendees at any organised course, meeting or function held in the Club.

## **Financial (2)**

45. (a) The Club may from time to time authorise the issue to the Honorary Secretary, the Honorary Treasurer and the Honorary Assistant Treasurer for the time being to hold the same on behalf of members of the Club subscribing thereto a floating debenture or a series of floating debentures (to be signed by Trustees on behalf of the Club) of such nominal value and carrying such interest and for such period as the Executive Committee of the Club shall decide and the same shall be over the then present and future assets of the Club to rank *pari passu* or subsequent to any such debenture or debentures previously issued and the amount of each subscription shall be the subject of a certificate signed by the said debenture holders, showing the entitlement of such subscriber to his/her or their proportion of the said debenture capital.
- (b) The Club may hold freehold and leasehold property and borrow against the security of the same by way of mortgage or charge. The club may borrow moneys by means of loans, bank overdraft, debentures (as specified in rule 43(a)), or in such form as the Executive Committee may determine. It may also invest in Government Securities (including National Savings issues) at the discretion of the Executive Committee. All investments, whether of freehold and/or leasehold property securities, certificates or bonds, shall be vested in the names of at least three members acting as Trustees, to be dealt with by them as the Executive Committee shall direct from time to time.

## **Trustees**

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

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

47. All the property of the Club, including land and investments, shall be held by the Trustees for the time being, in their own names so far as it is necessary and practicable, on trust for the use and benefit of the Club. In the event of the death, resignation, or removal from office of a Trustee, the Executive 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 Honorary 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 Trustee Act 1925 and he or she shall by Deed duly appoint the person or persons so nominated by the Executive Committee.
48. 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 Executive 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 Executive Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Executive Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.
49. (a) The Trustees shall be effectually indemnified by the Executive 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 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.
- (b) (To be incorporated in every contract, lease, licence or other agreement entered into by the Trustees of the Club.)  
The liability of the 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.

#### **Dissolution of the Club**

50. (a) At least 42 days' notice shall be given of any proposal to dissolve the Club. Any resolution to dissolve the Club shall not take effect unless three-quarters of those present and voting at a special general meeting called to consider such a resolution shall have voted in favour. 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 another Club with similar purposes **or**
  - (ii) to the RYA for use by them for sailing.
- (b) No alteration to this rule shall be made unless three quarters of those present and voting at a general meeting agree to such an alteration.

#### **The General Data Protection Regulation 2018 (GDPR)**

51. The Executive Committee is responsible for publishing and implementing the policies necessary for WSC to be compliant with the GDPR.

#### **Members in Arrears of Payment for Fees**

52. The Executive Committee may cancel the Membership of any Member whose payment for fees is more than three months in arrears of invoice due date for payment. Provided that the Committee may, at its discretion, reinstate such Member upon payment of arrears.

#### **Rules updated by WSC Annual General Meeting 17 November 2023**



# **BYE-LAWS OF THE WARSASH SAILING CLUB**

## **Bye-Law No. 1 - CARS**

- 1.1 Motor vehicles may only enter a Club boat pound to load and unload and may not park there at any time. Vehicles are not to enter a boat pound during periods of major activity (e.g. launching for and recovering from racing or training etc).
- 1.2 Up to 3 cars may park at the edge of the rear access to Shore House pound (i.e. near to the RTYC compound), so as not to block the gates. Booking for these spaces are to be made with the administrator on a first come basis on payment of the fee specified by the Executive Committee. These spaces are primarily aimed at members who live out of area and are away sailing for a number of days.
- 1.3 Only motor vehicles on official Club business or authorised to do so may park in the parking area in front of Shore House.

## **Bye-Law No. 2 – JETTIES**

### **General Provisions**

- 2.1 All members' vessels are to wear the Club burgee when using the Club jetties. All other craft (e.g. dinghies, tenders etc) belonging to Club members and using the Club jetties and pounds must be readily identifiable as such (e.g. by using a lobster burgee sticker or by displaying the letters "WSC").
- 2.2 All boats occupying Club jetties for longer than the times stated in this Bye-Law or when not authorised to use the jetties, will be liable to mooring charges. These mooring charges will be the Harbour Master's published visitor mooring rates for the use of his Warsash jetty plus 20%. Visitors' yachts attract a charge set by the Executive Committee.
- 2.3 Fishing and bathing is not allowed from either Shore House or Lobster Quay jetties.

### **Lobster Quay Jetty**

- 2.4 Lobster Quay jetty is primarily for the use of members' boats involved in dinghy sailing activities, Club safety boats and members' yacht tenders. This includes use by temporary members, such as those taking part in a WSC hosted open event. However, members' yachts and motor boats, up to 10 metres LOA or up to 6 tonnes displacement, may use Lobster Quay jetty for periods not exceeding one hour when picking up or dropping off a tender or crew or stores, but only when such usage does not conflict with dinghy sailing activities. Yachts and motor boats so using Lobster Quay jetty must not be left unattended and must be streamed from the piles (i.e. so as not to be moored across the tide), unless they are loading or unloading masts from/to the club's mast racks, in which case they may lie alongside when there is no tide running for a maximum period of 15 minutes.
- 2.5 No boat, other than Club owned boats specifically authorized by Rear Commodore Sailing, having a launching weight (including trailer) greater than 450kg may be launched or retrieved from Lobster Quay jetty.
- 2.6 Sailing dinghies and tenders must be launched and retrieved as quickly as possible and no craft may be left in the dock of Lobster Quay jetty or left on the jetty so as to cause an obstruction. Priority must be given at all times to boats or empty trolleys coming up the bridge from the pontoons.
- 2.7 Launching trolleys may not be left on jetties and must be returned to their allocated space in Lobster Quay pound, if the owner has one. Launching trolleys from members' boats kept elsewhere may be left in Lobster Quay pound, whilst the boat is in the water, provided that they do not obstruct access to the bridge, the washdown area or gangways.
- 2.8 Dinghies and tenders must not be left unattended on Lobster Quay jetty for periods exceeding 15 minutes.

### **Shore House Jetty**

- 2.9 The main pontoon of Shore House jetty may normally be used to moor vessels belonging to either members or to bona fide visitors to the Club, who are visiting the Club to use the bar and catering facilities. A maximum of three visiting yachts are permitted to moor on Shore House pontoon at any one time, which shall be pre-arranged with the Club Administrator. Visiting yachts must be rafted together and will attract a charge set by the Executive Committee.
- 2.10 Vessels over 12.2 metres (40') LOA or over 12 tonnes displacement may not use Shore House jetty.

- 2.11 For both main pontoon and the tender / RHIB pontoon at Shore House jetty, the maximum permitted stay, for any vessel, is 24 hours from the time of arrival. For the avoidance of doubt, a vessel alongside for an overnight stay must vacate the mooring once the permitted stay expires and shall not return for a period of at least 24 hours.
- 2.12 Skippers of vessels mooring on Shore house pontoon should adhere to the mooring protocol displayed on the pontoon.
- 2.13 Vessels using Shore House jetty may raft up to three abreast. When vessels are rafting up, the skipper(s) of the outboard vessel(s) should ascertain when the inboard vessel(s) are intending to leave and make arrangements so as not to impede their planned departure.
- 2.14 RHIB's are not permitted to moor on the outside of the pontoon. RHIB's shall only moor on the shore side of the main pontoon and may also use the tender / RHIB pontoon provided that they are less than 7 metres LOA.
- 2.15 Any vessel staying on the pontoon overnight must enter the vessel name and contact details of the owner / skipper (including mobile telephone number) in the Jetty Book kept for that purpose, which is in Shore House. If a vessel is left unattended at any time, the contact details of the owner / skipper and intended departure time must be left clearly visible on the vessel.
- 2.16 In exceptional circumstances, (e.g. alongside repairs urgently required) if a stay longer than 24hrs is required, it must be requested and pre-arranged with the Club Administration Office or, in the event of a short notice requirement, formal permission can be granted by the Duty Flag Officer or Duty Officer, who's contact details are posted on the main door to Shore House. All approved stays (i.e. for anything longer than 24 hours) are to be endorsed in the Jetty Book by the approving officer/admin office
- 2.17 Occasionally, berths on Shore House jetty are reserved by the Club, such as for Spring Series race and committee boats. Members are to respect such reservations.
- 2.18 During periods of light use, the Duty Flag Officer or Duty Officer may, at their discretion, relax the above provisions concerning the use of Shore House jetty, seeking guidance from the Flag Officer responsible for facilities when appropriate.
- 2.19 The mains electrical and water connection points located on Shore House Jetty are for the use of boats secured alongside Shore House jetty and for the use of staff working on the jetty. Their use for other purposes (e.g. to provide power and water to vessels lying on the scrubbing piles) is strictly forbidden (see also Safety Byelaw 4.5).

### **Bye-Law No. 3 - BAR LOUNGE AND CATERING**

- 3.1 The Bar Lounge will be open to members at times to be decided by the Executive Committee.
- 3.2 The Bar will be open at times to be decided by the Executive Committee within the limitations of the Licensing Laws.
- 3.3 Members or visitors may not enter this room in wet clothing, oilskins, wet suits or dirty clothing.
- 3.4 The Club may be closed to all Members not in possession of a ticket from 1700hrs to midnight on New Year's Eve and up to three other occasions annually as decided by the Executive Committee.
- 3.5 Members and visitors may not consume their own food within Shore House Clubhouse and Garden when the Club's caterer is operating. The only exceptions are:
  - Staff and members undertaking club duties, eg bar volunteers (eaten discretely).
  - Packed lunches for children 11 years or younger attending club activities.
  - Packed lunches for other specified events, eg Open Meetings, Kipper Week, Youth Sailing

### **Bye-Law No. 4 - SAFETY**

- 4.1 No member may have work carried out on his or her boat in the pound by a contractor or sub-contractor without the written permission of a Club Officer as defined in Rule 5.
- 4.2 All members are to act in such a manner as to protect their own safety and the safety of others. All equipment brought on to Club property by members must be safe and fit for its specific purpose and must be safely used and stored and be maintained so as to remain safe. Club equipment, including boats, used by members must be left in a safe condition and any damage or deficiency must be reported IMMEDIATELY to the Club Administrator or the Hon Secretary.

- 4.3 Members using Club boats are to apply good seamanship practices (including the use of safety equipment) particularly concerning the safety of persons afloat and of the boat appropriate to the prevailing weather, experience of the crew and the task in hand. Alcohol is not to be consumed aboard Club owned boats when these are used for safety or training tasks.
- 4.4 Warsash Sailing Club will not accept responsibility for damage, injury or loss occurring to either persons or property caused by privately owned or Club boats.
- 4.5 Items of portable electrical equipment for use outside (e.g. in a pound) are only to be connected to the designated external power points. Care is to be taken when running external cables to protect people from electric shock (e.g. from a damaged cable) and from a trip hazard. Cables are to be disconnected and safely stowed when the supplied equipment is not in use and during the hours of darkness. Boats using Shore House jetty may make use of the designated shore power points at all times although skippers are to ensure that cables are safely run (e.g. to avoid trip hazards and cable damage due to boats surging etc).
- 4.6 Members are to ensure the safe operation of their own equipment (e.g. music/sound systems) within the clubhouses. Such equipment is normally to be switched off when unattended, unless suitable arrangements have been made for its safety monitoring (e.g. by Club staff).

#### **Bye-Law No. 5 - DISPOSAL OF PROPERTY**

- 5.1 It is the duty of every person, whether or not they are a member, who leaves any article on Club premises, to ensure that it is marked and remains marked with a name and contact details sufficient to identify the owner or person responsible for it. The Executive Committee shall be entitled to remove or cause to be removed to any other part of the Club premises any dinghy, boat, equipment or chattel, including all items within the scope of The Merchant Shipping Act 1995 (all of which said things are hereinafter called 'articles') belonging in whole or part to a member or former member of the Club (hereinafter called the 'member') without being liable in any manner including for any loss of or damage to the articles howsoever caused, in any of the following circumstances.
  - (a) When the member ceases to be a member of the Club for a period of one month or more.
  - (b) When the member is in arrears in payment of dues of whatever nature (including annual subscription) to the Club for a period of one month or more.
  - (c) If the article is unusable (a resolution recorded in the minutes of a meeting of the Executive Committee at which there is a quorum and which a majority of the Committee Members are satisfied that the article is unusable shall be conclusive evidence of that fact).
  - (d) When no identification mark or sign by which the owner of the article can be identified when it is first drawn to the attention of the Executive Committee.
- 5.2 In any of the circumstances mentioned in 5.1 above, the Executive Committee may by resolution as aforesaid:
  - (a) be entitled upon giving one month's notice in writing by registered post to the member or former member, at his last known address as shown in the register of members, to sell the article and accept the best offer received within 21 days of the offer for sale being posted on the Club notice board or
  - (b) if the article is not marked in accordance with this bye-law, and reasonable enquiries have not identified the owner, and his/her address or contact details, the Club may advertise in Yachts and Yachting or a similar publication its intention to proceed to dispose of the article in accordance with the following sub paragraphs
  - (c) be entitled upon giving notice as aforementioned to dispose of the article in any manner the Executive Committee may think fit, and the expenses recovered from the member or former member from the proceeds of sale. Any arrears as aforesaid shall be deemed to be a debt owing to the Club by the member or former member or
  - (d) be entitled upon giving notice as aforementioned to appropriate the article for the benefit of the Club or
  - (e) be entitled to deduct any monies due to the Club from the net proceeds of any sale of the article before accounting for the balance (if any) to the member or former member at his last known address and to appropriate any such balance, if such balance be not claimed by the member within 3 months of written notification.
- 5.3 The Executive Committee is the authorized agent of the member for all purposes of 5.2 above and neither the Executive Committee nor any member thereof shall be liable in damages or any other manner to the member for or in respect of the exercise of the powers contained in 5.2 above. Further, the Club shall at all times have lien over the member's or former member's articles on the Club's premises in respect of all monies due to the Club, whether in respect of arrears or mooring fees or subscription or otherwise. Where a member is in arrears with the payment of monies owed to the Club by at least 6 months, the Club may in any event take possession of the member's article. Further the Club shall at all times have a lien over members' or former members' boats parked

or moored on the Club's premises or Club moorings in respect of all monies due to the Club, whether in respect of arrears of mooring fees or subscriptions or otherwise.

**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 vessel is sold the proceeds of sale (less any indebtedness by the member or former member to the Club) 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 6 years.

**Bye-Law No. 6 - COMMERCIAL VESSELS**

6.1 No vessel shall be entitled to the benefits and privileges of the Club when being used for commercial purposes (e.g. trade, business, letting, hire, charter, instruction or for any other purpose from which the owner obtains a pecuniary advantage).

Providing always that this bye-law is not intended to preclude any member from occasionally using his vessel for such commercial purposes, or to deprive such a vessel of the benefits and privileges of the Club, except during those times when it is actually engaged in commercial activities.

6.2 No member's yacht when being used for commercial purposes (except when the member is on board, or the vessel is under command of another member) shall leave on board or permit to be used on the vessel any Club burgee.

**Bye-Law No. 7 – POUNDS AND OUTBOARD SHED**

7.1 Space Allocation:

- Boat owners must apply for and pay for a designated space on Club premises.
- Boats must be parked in their allocated spaces.
- Pound wardens allocate spaces twice a year; Annual and Summer-Only, covering the period 1st April to 31st October. Winter-Only, for the period 1st November to 31st March.
- Priority is given to those with previous Annual allocations who actively used their space and applied before the closing date.
- All other applications are first come, first served.

Lobster Quay Exception: If Lobster Quay cannot accommodate a valid application, Shore House pound space may be offered.

Priority and Inactive Boats: Boats that were stored but not actively used during the previous year do not automatically retain priority. This applies to boats unused within the past 12 months.

Shore House Trailer Sailors: Shore House pound has designated spaces for trailer sailors.

Unallocated summer spaces may be subdivided for additional dinghy spaces.

Other Equipment: Club members' other equipment stored on premises receives allotted space by the Executive Committee or a designated member. A fee applies if equipment occupies a marked space in a pound.

7.1.1 Any boat, trailer, trolley or other equipment stored on the Club premises must be clearly marked with the owner's name and contact phone number. Further, any boat or other equipment occupying a marked space in a pound must display a coloured WSC sticker and a trolley tag, which will be issued once the application has been processed and the invoice paid.

7.1.2 The sticker and trolley tag must be displayed such that it is visible at all times, without requiring removal of a cover or movement of a boat. Exception may only be made under special circumstances, when permission must be obtained from the pound warden, or Honorary Secretary. Boats that fail to display the appropriate sticker/trolley tag will be deemed to be 'unauthorised' (as defined in 7.3) will be removed from the pound and the space re-let and may not be allocated a space in the following year.

7.1.3 Trailers and trolleys must be maintained in a satisfactory state such that they may be moved without causing damage to the pound surfaces (e.g. wheel bearings not permitted to seize, flat tyres, broken trolleys etc). Boats and equipment that do not conform, will be given written notice by the pound warden. Failure to take corrective action within 1 month will result in the boat being considered 'unauthorised' (see 7.3) and may result in the boat being removed and the pound space being re-let and may not be allocated a space in the following year.

7.1.4 Allocated spaces must be occupied by 1st June annually, or they may be re-let. Spaces are not transferable between members for any reason.

7.2 The foregoing method of allocating spaces will also apply to spaces in the outboard shed.

- 7.3 Boats and/or trailers and/or trolleys which cannot be readily identified, or do not display an in-date, valid sticker, or are parked in other than the allocated space (i.e. see 7.1), or the owner thereof is no longer a Club member or is in debt to the Club for a period of 1 month or more (i.e. see 5.1) or is otherwise not conforming to the Club's rules and bye-laws are deemed to be unauthorised. Unauthorised boats will be impounded and/or immobilized and/or moved (see 7.6) and may not be allocated a space in the following year.
- 7.4 Where the owner of an unauthorised boat and/or trailer and/or trolley (defined in 7.3 above) has not paid the specified fees and can be traced, they will either be invoiced for pound fees due for the whole of the current period plus a £10 administration fee or the sum of £10 per week until the boat is removed from the Club's premises plus a £10 administration fee as specified by the Honorary Treasurer. Such invoiced charges are due for payment within a period of 7 days. The owner will also be required to remove it from the Club's premises within a period of 7 days until such time as proper application is made and space allocated (if available).
- 7.5 Where the owner of an unauthorised boat and/or trailer and/or trolley (defined in 7.3 above) cannot be traced, or fees due under clause 7.4 remain unpaid after a period of 7 days, the boat may be disposed of under bye-law No. 5.1 - Disposal of Property.
- 7.6 Pound wardens will normally contact the owners of boats and/or trailers and/or trolleys required to be moved by the Club and give them up to a maximum period of 7 days in which to do so. However, in the case of an abandoned or unauthorised boat and/or trailer and/or trolley (i.e. as defined in 7.3 above) or in the event of a significant emergency (e.g. a fire in an adjacent boat) or if a boat and/or trailer and/or trolley is impeding the operation of the pound (e.g. by blocking a gangway or being parked in another member's space) the Club may, without notice, move the boat and/or trailer and/or trolley to any part of the club premises without being liable for any loss or damage to the boat and/or trailer and/or trolley and any equipment howsoever caused. For the avoidance of doubt, the Club may cut or remove padlocks cables, chains or any securing devices for the purpose of moving the aforementioned boat and/or trailer and/or trolley without any obligation to re-secure it and accepts no responsibility for any loss or damage arising directly or indirectly in consequence thereof.
- 7.7 The Sailing Committee will specify the size of the spaces in the boat pounds, including for sailing boats, tenders, SUPs and Kayaks. The pound wardens will then allocate and administer these spaces. Double and triple stack trailers are not allowed to be stored in Shore House Pound, except at the discretion of the pound wardens.
- 7.8 Multi-hulls can be accepted for storage in Shore House pound, only if secured to the satisfaction of the pound warden.
- 7.9 In Lobster Quay pound, boats may only be left on launching trolleys. However, in Shore House pound, boats may also be left on road trailers if there is space, subject to the pound warden's permission and the payment of the appropriate fee.
- 7.10 The pound warden/Executive Committee may reject applications for berths for vessels deemed to be unsuitable.
- 7.11 There are no occasional spaces within the pound. Visitors should contact the pound warden in advance for short term space. Any temporary boats/trailers placed in the pound without prior approval of the pound warden, will be deemed unauthorised, see 7.3.
- 7.12 Members are to inform the pound warden if they are keeping an outboard engine within any boat stored in Club pounds. Fuel may not be stored in or around any boats stored in either dinghy compound.
- 7.13 SUP and Kayak storage spaces will be available annually for the period 1st April to 31st March and will be allocated on a strictly first come, first served basis. All SUPs and Kayaks should be clearly marked with the owner's name and contact phone number. Applications for SUP and Kayak spaces will be available along with the summer pound applications.

#### **Bye-Law No. 8 - MEMBERSHIP**

- 8.1 The present rights and privileges of each category of membership shall be as follows:  
A FULL MEMBER shall have the full use of all the Club facilities.  
A JOINT MEMBER shall each have the full use of all the Club facilities subject only to Rule 44.  
A FAMILY MEMBER, his/her co-habitee (if any) and all the children within their guardianship under the age of eighteen shall have the full use of all the Club facilities subject only to Rule 44. For the avoidance of doubt, the spouse/co-habiting partner and children of paid staff may form a family membership.  
A CADET MEMBER shall have the full use of all the Club facilities subject only to Rule 44.  
A YOUNG ADULT MEMBER shall have the full use of all the Club facilities.

AN HONORARY LIFE MEMBER shall have the full use of all the Club facilities

AN HONORARY MEMBER shall have the full use of all the Club facilities.

AN OVERSEAS MEMBER shall have full use of all the Club facilities except for the right to store vessels or equipment in the pounds.

A GROUP MEMBER shall have the right to use the Club during group activities under the supervision of a group leader.

A TEMPORARY MEMBER (which expression includes members of another RYA recognized Club or organization or visiting competitors (e.g. of an open event officially hosted by WSC)) and their families shall have the full use of the Club facilities but: -

- (a) Shall have no right to permit their visitors (allowed by rule 22) to use the Club's afloat facilities;
- (b) Shall have no right to take any part in the management of the Club;
- (c) Shall not be eligible for training courses run for members by the Club, except when authorised by Rear Commodore Sailing;
- (d) Shall not be eligible to use Club boats (e.g. launches, RIBs, sailing dinghies), except when authorised by Rear Commodore Sailing;
- (e) Is deemed to have notice of and impliedly undertakes to comply with the Club rules, current Byelaws and Regulations as if he or she were a member of the Club and so far as the said Rules, Byelaws and Regulations may be deemed to apply to such Temporary Member;
- (f) Shall be liable to be expelled from the Club premises or to be prohibited from using the Club facilities if, in the opinion of a Club officer, he or she shall not have reasonably complied with the above conditions.
- (g) A temporary Member under the age of 18 must be accompanied whilst at the Club and involved in Club activities afloat by a parent, or adult (Club Member) nominated in writing by a parent as having local parentis in respect of the young temporary Members activities at the Club. The parent/nominated adult Member must be at the Club or accompanying the event whilst the Temporary Member is engaged in Club activities afloat."

Candidates for membership shall have no privileges whatever in relation to membership.

#### **Bye-Law No. 9 - CLUB FACILITIES**

- 9.1 No person may use the Club facilities or premises for any form of commercial interest without the written permission of the Executive Committee, which would be given only in exceptional circumstances. For clarification, this restriction does not apply to hirings of accommodation by the Club nor to a member having a business discussion on the Club's premises with his or her professional adviser, broker, accountant, solicitor etc.
- Note not forming part of the Bye-Law:** The above is not intended to preclude one member providing a service to another member which is to the mutual benefit of each member and does not disadvantage any other member.

#### **Bye-Law No. 10 - INSURANCE**

- 10.1 All members whose vessels or boats use the Clubs facilities i.e. jetties, pounds, launching ramps and the like must be insured for Third Party risks for a minimum of £3,000,000.

#### **Bye-Law No. 11 – FINANCE**

- 11.1 The Financial rules, which are approved by the Executive Committee, specify the procedures that are to be followed concerning budgets, bank account including the authorisation of bank transactions, income, expenditure including the obtaining of estimates, expenses and employees.
- 11.2 If a member has debts outstanding to the Club (e.g. pound fee, hall hire fee, membership fee), then his or her next application to use the club facilities (e.g. a pound space) will not be accepted until the debt has been paid and a further debt free period of 12 months has elapsed.

#### **Bye-Law No 12 – DOGS**

- 12.1 Dogs on Club premises (including gardens and boat pounds) shall be kept under control at all times. Apart from assistance dogs, no dog shall be allowed upstairs in Shore House or in Lobster Quay building. Dogs may be taken into the uncarpeted areas of Shore House ground floor, except when events are in progress and when food is actively being served in this area. Dogs must not be allowed onto seating. If objected to dogs must be removed without question.
- 12.2 Owners of dogs are to clear up and dispose of any mess/faeces that their dogs make on Club premises, and if indoors (ground floor) Shore House wipe up any water they may bring into the Club.

#### **Bye Law No 13 – DECLARATION OF FINANCIAL INTEREST**

- 13.1 Any member of the Executive Committee or the Bar Committee who has an interest in the supply of goods and services to the Club or whose close relative has such an interest or any other member in a position to influence

the supply of goods or services to the Club shall declare that interest in writing. Any such member who has a non-financial interest which could influence decisions of these bodies shall declare that interest in writing.

13.2 Any member of the Executive Committee with a prejudicial interest in any matter, that is to say an interest which is so important that a reasonable person might think that the member would be influenced by it, should withdraw from any meeting during the discussion of such a matter.

13.3 Before a member of the Executive Committee or Bar Committee supplies goods or services to the Club, the member concerned should be approved by the Executive Committee as a supplier and the nature of the goods or services defined. Any invoice from the member should itemize the goods and where supplied the labour and include receipts for any goods purchased for the Club.

#### **Bye Law No 14 – SMOKING ON CLUB PREMISES**

14.1 The smoking of Tobacco products or Electronic Cigarettes (E-Cigarettes) is prohibited within any building, balcony or Club boat of Warsash Sailing Club (i.e. wherever the smoking of tobacco cigarettes is prohibited by law or determined by the Club). For clarification this prohibition extends to all forms of E-Cigarettes, which are also known as Vaporisers (Vapers) or Electronic Nicotine Delivery Systems (ENDS) and which may/may not look like tobacco cigarettes, may/may not emit vapour and may/may not contain nicotine. Members who smoke in the garden or pounds are asked to be respectful of non-smokers and children in the vicinity.

#### **Byelaw No 15 – RESPONSIBILITY FOR THE BEHAVIOUR OF CHILDREN**

15.1 Parents, guardians or hosts of any child are responsible for that child's behaviour at all times that the child is on the club premises and/or using club facilities. This byelaw applies whether the child is a Family Member or a guest.

15.2 Cadet Members are deemed responsible for their own behaviour whilst on club premises and/or using club facilities.

15.3 Parents, guardians or hosts of children are reminded that the RYA Racing Charter defines the standards of behaviour required from all WSC members and their guests, including children. This requires all to show good manners, courtesy and respect for others, their property and for the property of the club.

#### **Byelaw No. 16 - GENERAL DATA PROTECTION REGULATION**

16.1 Everyone in WSC is to adhere to the WSC Data Privacy Policy that is promulgated on the Club website. Inter Alia, this requires that, unless prior consent has been obtained from the member(s) concerned, only personal information essential to the operating of WSC is to be held and processed. Furthermore, all personal data held on mobile computing devices (eg, laptops, iPhones, back up discs etc) is to be protected by encryption.

#### **Byelaw No. 17 – HIRE OF CLUB BOATS**

17.1 Adult members hiring Club boats (for the avoidance of doubt "hire" includes approved loan or other authorised use) who damage the hired boat will be required to pay for repairs up to the value of the insurance excess. If adult members hiring a Club boat cause damage to a third party's boat or property for which the Executive Committee decide that they are culpable (e.g. by collision when they are "give way" vessel) then they will be required contribute 100% to the cost of the third party repairs up to a maximum payment of £250.

#### **Byelaw No.18 – Visitors - Amplification**

18.1 This by-law should be read in conjunction with WSC Club rule no. 24, it is intended to clarify and expand on members responsibilities related to that rule.

18.2 Where rule 24 refers to club premises," premises" is to be taken as including all club buildings, pounds, gardens, piers and floating structures owned and/or operated by WSC.

18.3 Rule 24 states "a visitor may not be introduced into the Club under this rule on more than six occasions during the Club year". Visitors include guests and crew who are not members of WSC. Those only attending Lobster Quay (e.g., for crewing in a member's boat) should be signed into the "Guest Crew" book in Lobster quay building by an adult member. Visitors/guests/crew who are likely to attend the club more than six times per Annum should be asked to consider applying for Full Membership, noting that Temporary Membership is available for crew participating in a race series etc. (see rule 22).

18.4 Members are responsible for the behaviour of their visitors/guests and crew whilst using any of the club's facilities and should make them aware of relevant health and safety requirements (i.e. exit routes from buildings, wearing of personal safety equipment (Bylaw 4) etc).

18.5 Visitors/Guests/crew may only use club facilities in the company of their "sponsoring" member. Unaccompanied visits by non-members are not allowed.

18.6 The above provisions are intended to ensure that the Club insurance, and health and safety responsibilities are complied with. Boat owners are advised to check if their boat insurance covers accidental injury to their crew, and/or loss/damage to the property of their crew.

**Bye-Laws updated  
by WSC Executive Committee  
4 March 2024**