

Budworth Sailing Club

CLUB RULES

For convenience these Rules are written using the masculine gender but in all cases should be interpreted as meaning either masculine or feminine.

1 Name

The name of the Club is Budworth Sailing Club (referred to hereinafter as “the Club”).

2 Premises

The address of the Club premises is Budworth Sailing Club, Warrington Road, Great Budworth, Cheshire CW9 6HA.

3 Aim

The Aim of the Club is to provide for the interests of its members in Sailing and Fleet Dinghy Racing.

4 Organisation

- a) The Club shall be a Members Club affiliated to the Royal Yachting Association (RYA)
- b) The Club is a non-profit making organisation. No profit or surplus will be distributed.
- c) Activities of the Club and its members are governed by these Rules, their Appendices and the Sailing Instructions, Bylaws, Policies and Procedures of the Club.
- d) The Rules of the Club shall be determined by its members in General Meeting.
- e) There shall be an Annual General Meeting of members.
- f) The running of the Club is delegated to a general committee (referred to hereinafter as ‘the Committee’) elected by the members at General Meeting.

5 Equal Opportunities and Diversity

The Club embraces diversity and will seek to promote the benefits of diversity in all of its activities. The Club will seek to develop a culture which reflects that approach. The Club will not discriminate against any members of the Club because of sex, age, disability, ethnicity, nationality, sexual orientation, religious or other beliefs and will take action to prevent any harassment on the premises. The Club will act to ensure that any limitation due to lack of facilities or resources does not discriminate against any individual or group.

6 Membership (see Appendix 1 for definitions)

Membership will be open to anyone wishing to support the Aim of the Club.

Admission of Members:

- a) Persons wishing to become members of the Club must apply to the Membership Secretary using the membership form, accompanied by the appropriate fee.
- b) A new member is not entitled to enjoy any benefits of membership until the expiration of forty-eight hours following the receipt of their completed membership form.

7 Disciplinary Action.

The Committee may suspend the membership of, or expel, any member whose conduct, whether on the Club premises or elsewhere, is or has been in the opinion of the Committee contrary to the interests of the Club or injurious to its reputation.

Any complaint against a member must be notified to the Secretary in writing, and the Committee must respond to this within 14 days and establish a Panel to investigate the complaint according to the set procedures of the Club, maintaining fairness and justice in its actions. No member may be suspended or expelled without first having an opportunity of answering the complaint made against him. A vote for suspension or expulsion of a member requires two thirds of the Panel then present to vote in favour. Notice of this resolution must be posted to the last recorded address of the member and copies of all correspondence and notes related to the decision made retained by the Secretary for a minimum of seven years.

Any appeal against the decision of the Panel under these Rules must be made in writing to the Secretary, and a second panel, independent of the first, convened to reconsider the case. In the event of a further appeal, the matter shall be referred to the Royal Yachting Association, whose decision will be final, within 7 days of the second decision having been made, and the Secretary must be notified of any such appeal in writing.

Any member expelled under this rule or otherwise ceasing to be a member of the Club shall forfeit all such rights in, and claim upon the Club and its property or funds.

8 Annual and General Meetings

- a) An Annual General Meeting of the Club must be held as soon as convenient after the close of the season’s main points racing and there may not be more than fifteen months since the last one.
- b) The Annual General Meeting will receive the Commodore’s Report, Racing Secretary’s Report, the Secretary’s Report and the Treasurer’s Report with the Statement of Accounts. The meeting must formally vote on the adoption of the accounts.
- c) The Annual General Meeting must elect Officers and a committee, appoint an auditor and consider any other business that may be necessary.
- d) The Committee may at any time call a Special General Meeting of the Club
- e) Upon the written request to the secretary by ten members entitled to attend and vote at a General Meeting, to call a Special General Meeting, the Committee shall hold this meeting within thirty days to consider such matters as are stated in the request.
- f) Members must be given 14 days advance notice of any General Meeting, posted to their last known address.

g) Full members of the Club have one vote at a General Meeting. Other members may attend but may not vote. Junior members are not entitled to vote

h) Decisions at General Meetings shall be carried by simple majority of those present, who are entitled to vote except as provided for in Rule 9(d).

9 Rules

a) The Rules of the Club may be changed only at a General Meeting.

b) No motion proposed by any voting member for the deletion from or addition to or alteration of any of the Club Rules may be made unless the terms of such motion have been sent to the Secretary at least thirty days before the date of the general meeting at which it is intended to present the motion,

c) Notice of the terms of the motion for deleting from, addition to or alteration of the Rules shall be posted to the last recorded address of each member at least fourteen days before the date of the General Meeting at which it is proposed to make such motion.

d) The Rules can be revoked, added to or altered only by a majority comprising two thirds or more of the votes cast.

e) The Committee may decide any question on the meaning of the Rules, or anything related to the Club not provided therein, and also do whatever it deems necessary for the well-being of the Club which is not inconsistent with the Rules.

10 The Club Committee and Officers

a) The day to day affairs of the Club are managed by the Committee. The Committee shall consist of the Officers, the immediate past Commodore, committee members with specific responsibilities and three other full members, who are elected for one year.

b) The Officers and members of the Committee are elected at the Annual General Meeting

c) The Officers of the Club are the Commodore, Vice-Commodore, Secretary and Treasurer.

The elected committee members with specific responsibilities are the Racing Secretary, Membership Secretary, Social Secretary, Bar Secretary, Property Manager, Chairman of the Catering Committee, Co-ordinator for Training, the Fleet Captains of each class of boat sailed by the Club, a Saturday Sailing Captain*, a Wednesday Sailing Captain* (* which may be combined) and Captains of the Raceboards and Junior fleets. If a Junior Fleet Captain is a Junior Member he is entitled to attend Committee meetings and have a single vote on matters related to his Fleet.

d) All Officers and members of the Committee shall act in all matters in accordance with the directions of the Committee.

e) A quorum of the Committee is five. Decisions are by majority voting

f) The Committee may appoint a Subcommittee for such purposes as it deems appropriate and agree its terms of reference.

g) The Committee shall have power to co-opt.

h) The Committee may from time to time make, vary and revoke By-laws and Sailing Instructions and Policies and Procedures, not inconsistently with these Rules.

11 Sub-Committees

Each Sub-committee must at its first meeting, elect from its members a Chairman until the next Annual General Meeting or the termination of the Sub-committee, whichever is the earlier. Each Subcommittee must report back to the Committee for ratification on matters of remit, policy, financial commitments and any external relationships and conclusions, which may result from its workings. The Commodore and Vice-commodore shall be ex officio members of all subcommittees. The quorum of a subcommittee is three and decisions are by majority voting

12 Chairman of Meetings

The Commodore is the Chairman of a General Meeting and the Committee: in his absence the Vice-Commodore, or a member elected for the occasion by a simple majority, shall act as Chairman. The Chairman has a casting vote. Minutes of all General and Committee meetings will be taken (normally by the Secretary).

13 Accounts and Audit

a) The Club financial year shall run from 1 October to 30 September following.

b) The Treasurer must keep such proper books and accounts as will enable him to make regular reports to the Committee on the financial affairs of the Club. An annual report, audited balance sheet and income and expenditure account must be presented to the Club at the Annual General Meeting. The annual report will include a separate statement with regard to the purchase and supply of intoxicating liquor.

c) All Club monies shall be banked in accounts held in the name of the Club. Any monies drawn against the club accounts shall be signed by an appropriate number of Committee members as shall be agreed and minuted.

d) At each Annual General Meeting an Auditor must be appointed.

14 Investment and Borrowing

a) The Committee must invest uncommitted cash funds of the Club in deposit or other investment accounts in a manner which will not knowingly put at risk the capital value of those funds.

b) The Committee is empowered to borrow monies from its bankers or other recognized and reputable sources of funds from time to time and if required, to give the necessary security for such borrowing.

15 Land and Buildings

The Club shall have the power to acquire assets in the form of land and buildings. Assets so acquired will be held on behalf of the club by Budworth Sailing Section (Properties) Limited, a company formed in 1962 exclusively to fulfil

this function. The Directors of this company must be members of the Club and nominated by the Committee. The shares of Budworth Sailing Section (Properties) Limited must be held by four nominees who shall be members of the Club and nominated by the Committee. The Club may enter into lease agreements involving land and buildings and may at the Committee's discretion have such agreements held in the name of Budworth Sailing Section (Properties) Limited.

16 Membership Fees and Subscriptions

- a) The subscription year is from 1 October until the following 30 September.
- b) The fees and subscriptions are set at the Annual General Meeting.
- c) The definition of fees and subscriptions chargeable by the Club is set out in Appendix 2.

17 Communication

- a) Each member will keep the Membership Secretary informed of his address
- b) Members may not unreasonably withhold such details as would enable him to be contacted by telephone or other means of electronic communication and shall allow such details to be published with his name and address in the Club handbook.
- c) Club membership records may be kept electronically. Members must be advised of this on joining the Club and it is a condition of membership that members will accept that such information as is necessary for the successful organisation of Club business will be maintained in this manner. The data stored in such records and reproduced from such records shall remain the property of the Club, and shall not be offered for commercial exploitation.

18 Visitors

Full members may introduce and entertain guests at the Club. The member introducing a guest must be responsible for his guest strictly observing these Rules and the Club bylaws and shall not leave the Club premises before his guest. No person whose membership of the Club has been terminated under Rule 7 or who is suspended under Rule 7 shall be introduced as a guest.

19 Third parties

Members of the Club, their guests and visitors, use the Club premises, and any other facilities of the Club, entirely at their own risk, and by so doing implicitly accept that:

- a) The Club will not accept any liability for any damage or loss of property belonging to members, their guests or visitors to the Club.
- b) The Club will not accept any liability for personal injury arising out of the use of the Club premises, and any other facilities of the Club, or out of participation in any race organised by the Club, whether 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 the Officers, Committee or employee of the Club.
- c) Before inviting any guests or visitors onto the premises or to participate in events organised by the Club, members will draw their attention to this rule.

20 Insignia

The Club insignia shall remain the copyright of the Club and shall not be reproduced without the authority of the Committee.

21 Engagement of staff

Subject to any directions given to them by the Committee, the Club may employ a person or persons on behalf of the Club as may be necessary for the efficient and economical running of the Club and may lawfully terminate any such employment. The Club will not discriminate against any persons directly or indirectly through their full or part time work at the Club.

22 Club Bar and supply of intoxicating liquors

- a) The Club may maintain a bar for the supply of alcoholic and non-alcoholic beverages to Club members and their visitors
- b) The supply of intoxicating liquor will only be permitted during hours as agreed by the Committee, applied for in writing to and granted by the Clerk to the Justices. The times thus agreed and granted will be recorded as appendix 3 of these Rules.
- c) No intoxicating liquor may be supplied to members or to any person on the Club premises otherwise than by or on behalf of the Club and no intoxicating liquor supplied to any person under 18 years of age. Further, the occasions on which intoxicating liquor may be supplied on the Club premises is limited to days on which races, regattas, social functions or meetings are held at which the supply of intoxicating liquor has been approved by two members of the Committee.
- d) The Committee shall arrange the supply of intoxicating liquor and shall procure the observance of the provisions of the Licensing Act 1964 and all Acts relating thereto and of any conditions attached to any licence held by or on behalf of the Club for the supply of intoxicating liquor or any registration certificates granted in respect of the Club premises.
- e) No person shall be paid at the expense of the Club any commission, percentage or similar payment on or with reference to the purchase of intoxicating liquor by the Club; nor shall any person, directly or indirectly, derive any pecuniary benefits from the supply of intoxicating liquor by or on behalf of the Club to members or their guests apart from benefits accruing to the Club as a whole.

23 Gambling

No lottery shall be promoted by any member on behalf of or in any way connected with the Club or with any entertainment or event held by or in connection with the Club without the previous written authority of the Committee. Gaming is permitted in the Club subject to the provisions of the Betting Gaming & Lotteries Act 1963, or any statutory modification thereof for the time being in force. No gaming machines are allowed on the Club Premises.

24 Abandoned property

The Committee has the power to remove any derelict or abandoned boat or any other property left by a member or other person on Club premises after posting a Notice of Intent on the Club notice board for twenty-one days or giving twenty-one days written Notice of Intent to the member or other person concerned at his last recorded address if the owner can be identified. Twenty-one days after such notice has been given by either the one or other or both of these procedures, the boat or property may be removed, sold or destroyed for the benefit of the Club if it has not in the meantime been claimed and removed by its owner.

25 Dissolution of the Club

If the number of full members shall at any time fall below 25, or if at any time the Club shall pass in a General Meeting by a majority comprising two-thirds or more of the full members present a resolution of its intention to dissolve, the Committee 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 a General Meeting shall so authorise. Out of the proceeds of such conversion the Committee shall discharge all debts and liabilities of the Club, including the expense of such conversion. Any balance remaining in their hands shall be disposed of by them as the Club in a General Meeting shall resolve, provided that no proceeds whatsoever shall be paid to or distributed among the members of the club, but shall be given up or transferred to some other institution or institutions having aims similar to the Club. A copy of the notice convening any General Meeting under this rule shall be sent by post to members to the last address notified to the Membership Secretary under Rule 17(a), not less than fourteen days before the date appointed for the meeting: but any accidental omission to send such copy or the non-receipt of the same shall not invalidate any proceedings or resolution.

APPENDIX 1: TERMS AND DEFINITIONS: MEMBERSHIP

1 Full membership

i) Full Member

- a) Any person over the age of 18 who, having paid his due subscription, for the year and is not temporarily or permanently barred from membership, agrees to and abides by the Rules of the Club.
- b) A Full Member has the right to vote at General Meetings, to stand for Office, and/or be elected to the Committee.
- c) A Full Member has the right to participate in all Club activities, to use Club Facilities, to sail at any reasonable time, and to apply for a boat place.
- d) A Full Member has the responsibility to fulfil duties in race management, rescue or galley as assigned, to support the Aim of the Club, and to act always in the best interests of the Club.
- e) A Full Member may invite guests to the Club, shall duly complete the Visitors' Book, and shall take responsibility for the guests while on Club Premises.

ii) Junior Member

- a) Any person below the age of 18 on the 1st January of that year, who having paid, or had paid for him, his due subscription for the year and is not temporarily or permanently barred from membership, agrees to and abides by the Rules of the Club.
- b) A Junior member may attend General Meetings, but may not vote.
- c) A Junior Member may be nominated and appointed as a Captain of a Junior Fleet, may attend relevant meetings, and vote on matters concerning Junior Fleets.

iii) Life Member

- a) A Life Member is a Full Member of the Club.
- b) Nomination and proposal for Life Membership shall be submitted to the Committee, for approval and recommendation to the General Meeting and voted for by a simple majority of votes cast at the General Meeting.
- b) A duly elected Life Member shall pay no subscription, but shall enjoy all the rights and responsibilities of a Full Member.

2. Membership: Discounted Categories:

i) Full Members: Husband and Wife

Discounted joint membership is available for both partners, whether by Civil or Religious Marriage, Common Law Marriage, or Civil Partnership, and cohabiting at the same address. Both partners have the rights and responsibilities of a Full Member.

ii) Full Members: Family membership

Discounted Family Membership is available for a Husband and Wife (as defined above), and any or all of their children who would qualify by reason of age for Junior Membership.

iii) Full Member: Young Adult/Student

- a) Discounted Membership is available for any Full Member between the ages of 18 and 21, i.e. for the three years from Junior Membership until the end of the year of his 21st birthday.

- b) Discounted membership is available for any Member, over the age of 21, who is in Full Time Education or Training, lasting for the full year for which the discount is requested. To qualify for this discount, full details of the course, establishment, and period of the study must be submitted to the Membership Secretary, in writing.
- c) A Young Adult/Student Member has the rights and responsibilities of a Full Member.

3. Other Members:

i) Country Member or Associate Member

- a) Available to those who have held Full Membership for a minimum of three years and who have moved away, having no permanent residence within fifty miles of the club.
- b) Partners and children of Full Members, and Parents and Guardians of Junior Members who seek to support the Club in a non-sailing capacity are eligible for Associate Membership.
- c) Country and Associate Members may participate in organised Club activities, may only sail on up to three occasions in a year, may not vote at General Meetings, may not hold a boat place, and may not invite guests to the Club.
- d) A Country or Associate member will not be liable for duties.

ii) Privileged Member

On retirement from active sailing, a Member may apply or be offered Privileged Membership by the Committee, in recognition of at least ten years Full Membership. A Privileged Member shall have the rights and responsibilities of membership, but shall not hold a boat place and not be liable for duties, but is not precluded from volunteering for these.

iii) Guardian of Junior Member

- a) Available to a parent of, or an adult with parental responsibility for, a Junior Member. This is a supervisory membership, and the Guardian of Junior Member takes responsibility for the Junior Member while he (the Junior Member) is on the Club premises.
- b) A Guardian of Junior Member does not have voting rights, may neither hold a boat place, nor sail, and may attend the Club only at the same time as the Junior Member being supervised, unless carrying out voluntary activities on behalf of the Club.
- c) A Guardian Member is not required to undertake duties, but is not precluded from volunteering for these.

iv) Temporary Member

- a) Membership is available to a fully paid up, and bona fide member of another RYA affiliated Sailing Club, or overseas equivalent, who is able to establish that his presence in the area is temporary, ie not exceeding two years.
- b) The subscription, at the current rate, shall cover a period of twelve months from the date of joining. The entry fee will be waived.
- c) A Temporary Member shall have the rights and responsibilities of a Full Member, except that he shall not vote at General Meetings, nor hold office.

v) Honorary Member

- a) An Honorary Member is a person who is not already a member of the Club, and is awarded Membership by a vote of the members at a General Meeting, in recognition of service to the Club.
- b) A nomination and proposal of Honorary membership shall be submitted to the Committee for approval and recommendation to the General Meeting.
- c) An Honorary Member shall have the rights and responsibilities of a Full member, except that he shall have no voting rights, nor requirement to fulfil duties.
- d) Such Honorary Membership shall normally be for Life.

vi) Temporary Visiting Member

- a) A bona fide member of one or more Yacht or Sailing Clubs, affiliated to the RYA, who attends to participate, actively or as a spectator, in races, regattas, series, social functions, or meetings held at the Club premises, who has registered his presence with the Principal Race Officer of the day or Committee member organising the event.
- b) The Temporary Visiting Membership shall endure for the days on which the race, regatta or series, function or meeting is organised.
- c) A Temporary Member may use Club facilities, but shall have no other rights.

vii) Temporary Guest Member

A person who is not a member of an affiliated RYA Club, who is invited to the Club by a Full Member, who is duly signed in the Visitors' Book, and is welcomed and looked after by the Full member.

4. Other Terms and Definitions pertaining to Membership

i) Entrance Fee

- a) An entrance fee is a sum charged to a new Full Member for the administration, support, access and related costs for his introduction and induction into the Club.
- b) The Entrance fee is payable on application for membership.
- c) The Entrance fee is not applicable to a Junior Member.
- d) The Entrance fee is applicable only once in the case of Husband and Wife, or Family membership.
- e) A Junior member transferring to Young Adult membership with less than three years Junior Membership shall be liable to a single payment of one-third of the Entrance fee.
- f) The Committee has the power to reduce or waive an Entrance fee where this is deemed to be justified by exceptional circumstances.

g) The Entrance fee is not refundable.

ii) Boat Place Fee

a) The Boat Place fee is levied for leaving a boat in the boat park and access to sailing and is available to a Full Member on application to the Committee. Allocations of Boat Places shall be determined by the Committee within the bylaws.

b) Only boats of the appropriate classes adopted by the Club shall be eligible for a Boat place.

c) The application for a Boat Place, and subsequent annual renewal shall be accompanied by the fee, and paid with the membership subscription.

iii) Full Boat Place

A place for a boat in one of the Club's recognised and approved fleets, sailed mainly by adult members, also known as 'Main Fleets'.

Discounted Boat Place Fees

a) Multiple Boat Discount

A discount for each boat shall be granted for second and subsequent Boat Place applications, which must be associated with a single Full, Husband and Wife, or Family, membership subscription.

b) Junior Fleet Boat Place

A boat place for a boat of the recognised Junior Fleets, as approved by the Club.

c) Junior Member in Adult Fleet boat

A Boat Place held by a Junior Member of a boat in the recognised Main Fleets, as approved by the Club.

iv) Winter Boat Place Fee

a) A charge levied for the right to leave a boat (which legitimately holds a Boat Place) on the Club premises in the closed season, from 31st December until 1st March, or the beginning of the season's sailing, whichever is the earlier.

b) A member wishing to store his boat in the boat park must pay the required fee with his subscription renewal, and certainly before 31st December.

c) The Winter Boat Place is granted on the understanding that the boat is left at the owner's own risk, must be appropriately insured, and that the boat may be moved to permit ongoing work and maintenance at the Club.

v) Late Payment Fee

A charge levied on any subscription unpaid in part or in full by 1st January. The charge becomes payable automatically on 1st January.

vi) Payment by Instalments

An arrangement proposed by the Committee, and administered by the Membership Secretary which permits payment of renewal subscription in more than one payment.

vii) Subscription Renewal

a) The Club financial year commences on 1st October. Subscriptions and entrance fees as set by the Annual General Meeting (usually held in November) are due and payable to the Club by 1st December.

b) Members paying by instalment are required to know and understand the requirements of the method of payment, and the first instalment must be received as declared.

viii) Forfeiture of Membership

a) Any Member whose subscription is not paid in full by 31st March ceases to be a Member, and his name removed from the Register of Members. All rights of membership are forfeit.

b) The Member will be informed of this in writing at his last known address.

c) The Committee may, at its discretion, restore Membership on payment of all arrears of subscription and any dues outstanding, including the late payment fee.

ix) Hardship

The Committee may, in exceptional circumstances of hardship, reduce the subscription fees applicable to a Member. Such consideration shall be given after submission in writing to the Membership Secretary, with details of the circumstances.

x) Refunds

a) The Committee may, in exceptional circumstances, refund part or, exceptionally all, of a Member's subscription on mid-year resignation of a member brought about by hardship.

b) The Member should make such request in writing to the Membership Secretary, with details of the circumstances.

xi) Reduction

a) A Member joining between 1st June and 31st August shall pay 50% of subscriptions. There is no reduction in the entrance fee.

b) After 1st September until the Annual General Meeting, the full current year's subscription will be charged, and Membership will cover the subscription until the following year's renewal date.

APPENDIX 2: MEMBERSHIP FEES AND SUBSCRIPTIONS

Fees chargeable by the Club to Members shall include some, or all of the following:

i) An entrance fee

ii) An annual Membership fee dependent on Membership category

iii) An annual Boat Place sailing fee

iv) A late renewal penalty fee

v) A winter boat standing fee

The following fees are applicable from October 2016 for the 2017 season.

- i) Entrance Fee **£ 40**
- ii)a Membership Fee by Category
 - a) Full Member (Individual) **£ 140**
 - b) Junior Member (under 18) **£ 50**
- ii)b Discounted categories:
 - c) Husband and Wife **£ 210**
 - d) Family Membership **£ 240**
 - e) Young Adult/Student **£ 47**
 - f) Guardian of Junior Member **£ 15**
 - g) Country or Associate (Individual or Husband and Wife) **£ 25**
- iii) Boat Places
 - a) Full Boat Place **£ 95**
 - b) Junior Fleet Boat Place **£ 35**
 - c) Young Adult/Student **£ 47**
 - d) Raceboard **£ 30**
- iv) Late Payment Penalty fee
 - a) Late payment fee **£ 10**
- v) Winter boat standing fee
 - a) Winter Storage **£ 25**
 - b) Winter Storage (Junior) **£ 12.50**

APPENDIX 3: HOURS FOR SUPPLY OF INTOXICATING LIQUORS

The supply of intoxicating liquor at the Club premises will be permitted at hours to be agreed by the Committee (ref. rules 22 (b) & (c)) but will not be permitted outside the following hours:

Monday to Saturday

11.00 am to 11.00 pm

Sunday

12 noon to 10.30 pm

or such other hours as the Committee shall apply for in writing to, and be granted by, the Clerk to the Justices.

BYLAWS

1 Boat Fleets and Boat Places

1.1 Boat Places

In order to fulfil Rule 3, The Club shall provide Fleet Dinghy racing and will restrict such racing to classes of boats which have been adopted by the Club at a General Meeting. Within these classes, restrictions may be imposed by way of numbers or categories of members entitled to sail to maintain the quality of sailing for all. The Committee will award boat places on a non-discriminatory basis, which will entitle the owner to sail on the mere, to participate in organised racing and to store his boat in an allocated space in the boat park.

Categories of boat place are:

A Full boat place entitles the owner to sail in all forms of racing, and at other times at his own risk.

A Junior boat place entitles the owner to sail in races where there is a Junior start, and at other times under full adult supervision.

A Supplementary boat place entitles the owner to sail where there is an appropriate class start, in organised Handicap racing, and at other times at his own risk.

The adopted classes and respective entitlements to sail are set out below

Full and Supplementary

Fireball	Firefly	GP 14	Laser RS200	Snipe	Solo
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Junior

RS Feva	Mirror	Optimist	Topper
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Supplementary

Raceboard Topper - Sailed by a full member under the age of 21 or by a lady member

Supplementary Boat Places will normally be awarded in the following circumstances:

- a) it is considered that sufficient full boat places have already been allocated to maintain good Main Points racing for the fleet
- b) it is considered that the applicant may not yet have sufficient sailing/racing experience to participate in Main Points racing
- c) The member has failed to justify to the committee that he should retain a full boat place due to his minimal use of the privilege and pressure on full boat place numbers.

- d) if specifically requested by the member
- e) the boat class does not qualify for a full boat place

1.2 Raceboards

A member may sail a raceboard at the Club provided the raceboard has been registered with the fleet captain and is insured as required. He may sail in events sailed by the Club if the raceboard conforms to the requirements of the UK Board Sailing Association.

1.3 Minimum number of Races

To ensure that high standards of racing are maintained Club members are expected to participate in Fleet Dinghy racing on a regular basis. If a member holding a Full Boat Place does not participate regularly and other members have not been able to gain a full boat place due to a limit on numbers the Committee has the right to require the non sailing member to forfeit his full boat place The Committee may determine a minimum number of races to be sailed and the maximum numbers of full boat places for each class .

Any member who has attained the age of 60 and has been a member of the Club for not less than 10 years may be granted exemption under the provisions of this bylaw

1.4 Transfer of boat places

Boat places cannot be transferred through change of ownership of a boat. A second or joint owner of a boat will have to reapply to the committee for a boat place if the original boat place holder ceases to hold his place.

1.5 Junior Transfer

A Junior member, having been allocated a Junior boat place for a minimum of two years and having reached the age for transfer to Full membership may apply for a sailing place in another fleet. This shall be granted to him even though it may temporarily cause that fleet's numbers to exceed any maximum that might have been set.

1.6 Sailing of Boats of other non recognised classes

Club members are allowed to sail boats owned by them and insured as required, of classes other than those recognised and raced by the Club on weekdays and at times when the Club has organised open handicap racing On all other Club racing days these boats must be removed immediately after they are sailed and at no time left on the Club premises. If this facility is used on Sunday mornings, any such boats on trailers must be removed from the club premises or located so that they do not cause any interference with others in the car or boat parking area.

1.7 New Classes

a) The Club may consider the adoption of new classes of boats for dinghy racing provided it can be shown that there are sufficient members and prospective members prepared to adopt that class and sail competitively on a regular basis. Any such proposal must have the support of the Racing Committee, the Club Committee, and approval at a General Meeting, following presentation of the case by a prospective Fleet Captain.

b) There will be a limit of six adopted classes for the club in order to limit the start sequence on a Sunday, ie, for another class to be adopted the number of classes will first have to drop below 6. This limit excludes Junior classes and Raceboards.

1.8 Removal of Existing Class

Relegation of adopted classes - Where an adopted class fails to achieve three qualifiers in the club's main points series then that class shall lose its adopted status resulting in the removal of a class start for that fleet and a loss of eligibility to race in any of the three major club Sunday series (Main Points, Summer Points and Autumn Open). In the event of an adopted class losing its adopted status it may appeal to the Committee citing mitigating circumstances for retaining its adopted status for a further year, after which the adopted class shall again be subject to the above requirement. Removal of an approved class does not lead to any liability whatsoever by the Club towards members who own boats of that Class.

1.9 Forfeiture of Boat Place

The Committee shall have power at its discretion to require the removal of any boat from the Club premises and further to order the forfeiture of the boat place by its owner, together with any accompanying boat fees, as a result of non compliance with the Club Rules or Bylaws.

1.10 Part Ownership

No boat shall have more than two part owners at the same time or be owned by any other club or syndicate except in exceptional circumstances and only with the permission of the Committee.

2 Insurance

As part of the membership form and membership renewal every member holding a boat place must provide the Membership Secretary with a signed declaration that his boat is insured for the forthcoming season for at least Third Party Risks with a minimum cover of £2m.

Damage to boats or injury to personnel while at the Club will be the responsibility of the boat owner. In the case of damage or injury while racing the Committee and race officer will fulfil their obligations under the ISAF/RYA Rules.

3 Sailing by Country/Associate Members

Country/Associate members who having previously been full members to whom a sailing place was allocated and who wish to bring and sail a boat of one of the recognised classes at Budworth, may do so for a short period, on application to the Committee, and on payment of such fees as may be agreed.

4 Safety

Members must be aware that no rescue facilities are available at the Club at times other than when there is organised racing. The use of buoyancy aids and suitable protective clothing/wet/dry suits is recommended, and the wearing of buoyancy aids is mandatory for all Juniors who sail.

The Club safety boats are for use only during organised sailing activities and may not be used at any other time or for any other purpose without the express permission of the Committee or Officer of the Day. Safety boats may be driven only by members who are suitably qualified and experienced and must not be driven by Juniors unless they hold the RYA Level 2 power boat qualification or are undergoing training by a suitably qualified person approved by the Club

5 Children

Children of members who wish to sail should become Junior members as soon as they start sailing on a regular basis or reach the age of 11 years, whichever happens first.

Children are NOT ALLOWED on the jetties or in any boat unless wearing a buoyancy aid.

Visitors, Parents and Guardians of young children must be aware that this is a Sailing Club and hazards exist. It is their responsibility to ensure that adequate control is maintained commensurate with these hazards while they are on the premises, that children are not left alone unsupervised on the premises and that the Club can accept no responsibility for their behaviour or activities when they are not participating in organised training or racing.

6 Power Boats

No boat with an engine is to be used on Budworth Mere except for rescue or training purposes and with the express permission of the Committee.

7 Club Boats

The Club owns a number of dinghies of recognised classes which can be used for training purposes or for members who do not have a boat but have sufficient sailing experience for their use. A fee is payable for the loan of these boats. These boats are exempt from Bylaw 1 and are available on request through the appropriate Fleet Captain or the responsible Committee member. The boats are insured by the Club. Any damage must be reported to the loaning officer immediately, and must be paid for.

8 Security

It is the responsibility of the last member leaving the premises to check that all club equipment is put away and secured, including the Containers, and sheds, that windows and doors are closed and locked and the alarms have been set. The gate to the Club should be locked on leaving and kept closed at all times except when organised racing is taking place.

Members should not leave personal property or boat gear in the clubhouse or bosun's store without specific permission from the Committee and must make every effort to keep the premises clean and tidy.

Boat road trailers must not be left on the Club premises as this can facilitate the theft of boats. On Club sailing days trailers should be removed from the car park if the number of cars present is likely to exceed spaces available.

9 Dogs

Dogs brought onto Club property must be kept on a lead at all times, and must not be brought into the Clubhouse, apart from Guide or other helper Dogs. Dog owners are warned that rodent control measures are in place and poisoned bait may have been laid. Any fouling by dogs must be removed immediately by the owner/keeper.

10 Trespassing

Members and visitors must not walk or park their cars on the land adjoining the Club property, nor in the Schools' dinghy park unless permission has been obtained to do so from the landowner.

The reed beds at the Marbury end of the mere are a bird sanctuary and Members are requested not to disturb the birds, especially during the nesting season.

11 Responsibilities for Duties

All Members will be expected to undertake a number of duties which enables the Club to operate in an effective manner. Duties to be undertaken may be chosen at the beginning of each year or be allocated if a preference for duty or date is not specified. Training for duties is available and members undertaking duties are responsible for ensuring that they have adequate training or experience to ensure that these duties can be carried out in a safe and satisfactory manner.

Duties are arranged through the Dutyman system and members must ensure that they acknowledge their duty and if unavailable, obtain a suitable substitute before the due date, whose name shall be entered into the above system.

12 Code of Conduct

Members who fail to comply with bylaw 11 may be suspended by the Committee as prescribed by Rule 7 unless good reason can be given.

Attention is drawn to the Code of Practice for Guardians and Junior members and all members are expected to behave responsibly whilst on the premises.

13 Officer of the Day

The Officer of the Day will normally be a Senior member of the Committee who is present at the Club and is responsible for implementation of the Rules and Bylaws on behalf of the Committee.

The responsibilities of the Officer of the Day shall normally be delegated to the Principal Race Officer for the normal sailing programme.

Updated January 2017