

# MINIMA YACHT CLUB LIMITED

## RULES

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### **1. DEFINED TERMS AND INTERPRETATION**

- 1.1 In these Rules unless the context requires otherwise:

<b>“Articles”</b>	means the Articles of Association of Minima Yacht Club Limited;
<b>“Board”</b>	means the Board of Directors of Minima Yacht Club Limited;
<b>“Boat”</b>	means a sailing or other dinghy, canoe, kayak, rowing boat, motor boat or other motorised or unmotorised vessel;
<b>“Boat Park”</b>	means the piece of land within Home Park adjoining Barge Walk which the Club has been granted a licence to use by Historic Royal Palaces for Club members to store their Boats;
<b>“Boat Permit Fees”</b>	means the fees to store and use a Boat in accordance with Rule 20.8;
<b>“Boatswain”</b>	means a director of the Club appointed by the Board to undertake the honorary role of boatswain in accordance with Rule 4;
<b>“Class Captain”</b>	means a member of the Club elected to the Sailing Committee in accordance with Rule 8.2.2;
<b>“Club”</b>	means Minima Yacht Club Limited;
<b>“Clubhouse”</b>	means the premises known as 48a High Street Kingston Upon Thames Surrey KT1 1HN;

<b>“Commodore”</b>	means the person elected from time to time in accordance with the Articles as the commodore of the Club;
<b>“director”</b>	means a director of Minima Yacht Club Limited;
<b>“Elected Director”</b>	means a director elected in accordance with Article 18.2.4;
<b>“Flag Officers”</b>	means the Commodore, Vice-Commodore and Rear-Commodore elected in accordance with the Articles;
<b>“Honorary Bar Steward”</b>	means the person appointed by the Board to the role of honorary bar steward in accordance with Rule 10.2.2;
<b>“Licence”</b>	means the Licence to use the Boat Park granted by Historic Royal Palaces;
<b>“member”</b>	means the persons admitted to the membership of the Club in accordance with the Articles and these Rules;
<b>“Membership Secretary”</b>	means a director of the Club appointed by the Board to undertake the honorary role of membership secretary in accordance with Rule 4;
<b>“Non-Voting Members”</b>	means those members of the Club described in Rule 15;
<b>“Rear-Commodore”</b>	means the person from time to time elected in accordance with the Articles as the rear-commodore of the Club;
<b>“RYA”</b>	means the Royal Yachting Association (a company limited by guarantee with company number 00878357

which is the governing body for all forms of boating within the United Kingdom) of RYA House, Ensign Way, Hamble, Southampton, Hampshire SO31 4YA;

- “Sailing Committee”** means the committee appointed by the Board in accordance with Rule 7;
- “Sailing Secretary”** means a director of the Club appointed by the Board to undertake the honorary role of sailing secretary in accordance with Rule 4;
- “Secretary”** means the secretary of the Club elected in accordance with the Articles;
- “Social Committee”** means the committee appointed by the Board in accordance with Rule 7;
- “Social Secretary”** means a director of the Club appointed by the Board to undertake the honorary role of social secretary in accordance with Rule 4;
- “Treasurer”** means a director of the Club appointed by the Board to undertake the honorary role of treasurer in accordance with Rule 4;
- “Vice-Commodore”** means the person from time to time elected in accordance with these Articles as the vice-commodore of the Club;
- “Voting Members”** means those members of the Club described in Rule 14.

- 1.2 In these Rules, unless the context otherwise requires, words and expressions importing:
- 1.2.1 the singular number shall include the plural number and vice-versa;
  - 1.2.2 the masculine gender only shall include the feminine gender; and
  - 1.2.3 persons shall include corporations and firms.
- 1.3 The headings in these Rules are for convenience only and shall not be used in their interpretation.
- 1.4 The interpretation of these Rules shall be the prerogative of the Board.

## **2. GENERAL**

The Board have made these Rules pursuant to Article 17.1 of the Articles for the purposes of regulating the conduct and management of the Club. These Rules are binding on all members of the Club pursuant to Article 30.1. In the event of any conflict between the Articles and these Rules the Articles shall prevail. A copy of the Articles and these Rules are available on the Club website [www.minimayc.co.uk](http://www.minimayc.co.uk) or from the Clubhouse.

## **3. BURGEE**

The Club Burgee shall be based on the International Code Flag "M" with a red "M" in the centre of the cross.

## **4. HONORARY ROLES**

- 4.1 The Board will appoint such of the Flag Officers and/or Elected Directors as it thinks fit to undertake one or more of the following honorary roles within the Club:

- 4.1.1 Treasurer
- 4.1.2 Sailing Secretary
- 4.1.3 Membership Secretary
- 4.1.4 Social Secretary
- 4.1.5 Boatswain.

**5. TREASURER**

5.1 The Treasurer shall:

- 5.1.1 cause such books of account and/or computer records to be kept as are necessary to give a true and fair view of the state of finances of the Club;
- 5.1.2 cause all returns as may be required by law in relation to such accounts to be rendered at the due time; and
- 5.1.3 cause an annual profit and loss account and balance sheet as at 31 October in each year (or such other date as the Board may from time to time determine) to be prepared.

**6. SECRETARY**

6.1 The Secretary shall:

- 6.1.1 keep a register of Club members' names and addresses;
- 6.1.2 conduct the correspondence of the Club;
- 6.1.3 keep custody of all Club documents;
- 6.1.4 keep full minutes of all meetings of the members of the Club, the Board and any committees and sub committees which shall be confirmed and signed by the appropriate chairman of the particular meeting upon the agreement of the members of the Club, the Board,

the Committee or sub committee at the next following meeting of the Club, the Board, the Committee or sub-committee;

- 6.1.5 file at Companies House the annual confirmation statement and annual accounts and all changes of directors, company secretary and other relevant changes whenever made.

## **7. COMMITTEES**

The Board hereby delegates such of its powers as it thinks fit upon such terms as it shall decide to the following 2 standing committees; the “Sailing Committee” and the “Social Committee”. The Board may revoke this delegation in whole or part or alter the terms and conditions thereof or establish additional committees or sub committees to delegate its powers to at any time.

## **8. THE SAILING COMMITTEE**

- 8.1 The Board delegates to the Sailing Committee matters pertaining to sailing, racing, canoeing and other water sports.

- 8.2 The members of the Sailing Committee shall consist of:

8.2.1 the Flag Officers, the Sailing Secretary and the Boatswain;

8.2.2 a Class Captain for each class of boat as the Board shall determine from time to time, elected by the members of that class of Boat at the annual general meeting each year, for the purpose of representing the interests of that class. Each Class Captain shall hold office for a year, retiring at the termination of the next following annual general meeting when they shall be eligible for re-election. Members who both own and race a Boat of the relevant class at the Club and who

are also a member of the relevant class association for that class of Boat are eligible for election to Class Captain; and

8.2.3 not more than 2 other members of the Club over the age of 18 years appointed by the Board. They shall hold office for a year, retiring at the termination of the next following annual general meeting when they shall be eligible for re-appointment.

8.3 In the event of a vacancy occurring on the Sailing Committee for any reason the Board may in its discretion appoint a member of the Club to fill that vacancy for the remainder of the term.

## **9. POWERS OF THE SAILING COMMITTEE**

9.1 The Sailing Committee shall have the power to appoint honorary assistant boatswains, honorary official handicappers, honorary official measurers and honorary sailing coaches from the members of the Sailing Committee.

9.2 The Sailing Committee may meet together for the dispatch of business, adjourn and regulate their meetings as they think fit provided that a meeting shall be held at least once in every two calendar months and at least six such meetings shall be held in each year.

9.3 Either the Vice-Commodore or the Rear-Commodore will be the chairman of the Sailing Committee and shall chair all meetings of the committee. In the event that they do not agree which of them shall be the chairman the decision shall be made by the Board. In the absence of both the Vice-Commodore and the Rear-Commodore at a particular meeting that meeting will be chaired by the Commodore or in the absence of all Flag Officers a chairman will be elected by those present.



- 9.4 Voting shall be by show of hands. In the case of equality of votes the Vice-Commodore or Rear-Commodore or Chairman (as the case may be) shall have a second and casting vote.
- 9.5 Five members present shall form a quorum.
- 9.6 The Sailing Secretary shall prepare minutes of all committee meetings (or in his absence a secretary elected by those present) and shall provide the Secretary with a copy of the minutes forthwith upon approval by the Sailing Committee.

**10. THE SOCIAL COMMITTEE**

- 10.1 The Board delegates to the Social Committee matters relating to the maintenance, furnishing, catering facilities, social functions and general operation of the Clubhouse.
- 10.2 The members of the Social Committee shall consist of:
- 10.2.1 the Flag Officers and the Social Secretary;
- 10.2.2 an Honorary Bar Steward who shall be appointed by the Board; and
- 10.2.3 not more than 5 other members of the Club over the age of 18 years appointed by the Board. They shall hold office for a year, retiring at the termination of the next following annual general meeting when they shall be eligible for re-appointment.
- 10.3 If the Board consider it desirable at any time it may appoint additional members to the Social Committee and for the purposes of filling vacancies for the remainder of the term.

## **11. POWERS OF THE SOCIAL COMMITTEE**

- 11.1 The Social Committee may meet together for the dispatch of business, adjourn and regulate their meetings as they think fit provided that a meeting shall be held at least once in every two calendar months and at least six such meetings shall be held in each year.
- 11.2 Either the Rear-Commodore or the Vice-Commodore will be the chairman of the Social Committee and shall chair all meetings of the committee. In the event that they do not agree which of them shall be the chairman the decision shall be made by the Board. In the absence of both the Rear-Commodore and the Vice-Commodore at a particular meeting that meeting will be chaired by the Commodore or in the absence of all Flag Officers a chairman will be elected by those present.
- 11.3 Voting shall be by show of hands. In the case of equality of votes the Rear-Commodore or Vice-Commodore or Chairman (as the case may be) shall have a second and casting vote.
- 11.4 Five members shall form a quorum.
- 11.5 The Social Secretary shall prepare minutes of all committee meetings (or in his absence a secretary elected by those present) and shall provide the Secretary with a copy of the minutes forthwith upon approval by the Social Committee.

## **12. CONTRACTS AND INDEMNITY**

- 12.1 The Sailing and Social Committees, or any person or committee or sub-committee delegated by the Board to act as agent for the Club shall enter into contracts only as far as expressly authorised by the Board.

12.2 In pursuance of the authority vested in the Sailing and Social Committees by the Board, members of the Sailing and Social Committees (or any other committees or sub-committees established by the Board) are entitled to be indemnified by the Board against any liabilities properly incurred by them or any one of them on behalf of the Club wherever the contract is of a duly authorised nature and entered into on behalf of the Club.

### 13. **MEMBERSHIP**

Under Article 1.1 the Club consists of Voting Members and Non-Voting Members.

### 14. **VOTING MEMBERS**

The Voting Members shall be:

14.1.1 **Full Members** – being individuals who are over the age of 18 years and who have chosen to apply to be a Voting Member and who are admitted to the Club by the Board upon application in accordance with the Articles (“**Full Members**”);

14.1.2 **Family Members** – being an individual and his spouse, civil partner or cohabitee (if any) who are over the age of 18 years (whether of a different sex or the same sex) who have chosen to apply to be Voting Members and who are admitted to the Club by the Board upon application in accordance with the Articles (“**Family Members**”). Each member of the family unit over the age of 18 years shall have one vote and all the children within their guardianship under the age of 18 years will be Non Voting Junior Members; and

14.1.3 **Life Members** – being individuals who have been elected as Life Members of the Club in accordance with Article 32.2.4. (“**Life Members**”)

**15. NON-VOTING MEMBERS**

The Non-Voting Members shall be:

15.1.1 **Junior Members** - being people who are under the age of 18 and who have chosen to apply to be a Non-Voting Member or who are the children under the age of 18 years of Family Members and who are admitted to the Club by the Board in accordance with the Articles (“**Junior Members**”);

15.1.2 **Social Members** – being people who are over the age of 18 years and who have chosen to apply to be a Non-Voting Member and who are admitted to the Club by the Board in accordance with the Articles (“**Social Members**”);

15.1.3 **Country Members** – being people who are over the age of 18 years and whose principal private residence is at least 25 miles from the Clubhouse and who have chosen to apply to be a Non-Voting Member and who are admitted to the Club by the Board in accordance with the Articles (“**Country Members**”);

15.1.4 **Temporary Members** - being people who are over the age of 18 years and who have applied for membership of the Club for a period not exceeding 3 months or whose membership has been restricted by the Board to a period not exceeding 3 months and who have chosen to apply to be a Non-Voting Member and who are admitted to the Club by the Board in accordance with the Articles (“**Temporary Members**”);

15.1.5 **Honorary Members** - being yachtsmen visiting the Club temporarily, whether from overseas or as a member of another Yacht Club affiliated to or recognised by the RYA and who have chosen to apply to be a Non-Voting Member and who are admitted to the Club by the Board in accordance with the Articles (“**Honorary Members**”); and

15.1.6 **Reciprocal Members** - being people who are Ordinary or Family Members of Phoenix Yacht Club Limited yachtsmen and who have chosen to apply to be a Non-Voting Member and who are admitted to the Club by the Board in accordance with the Articles (“**Reciprocal Members**”).

## **16. RIGHTS AND PRIVILEGES OF MEMBERS**

16.1 Voting Members are entitled under the Articles to receive notice of, attend and vote at general meetings of the Club (either in person or through his proxy); propose and second candidates for election; receive all Club publications; and to such other membership rights as the Club in general meeting shall from time to time determine.

16.2 Non-Voting Members are entitled to receive all Club publications and such other membership rights as the Club in general meeting shall from time to time determine. They may attend general meetings of the Club at the discretion of the chairman of the meeting but they are not entitled to receive notice of or vote at such general meetings of the Club or to propose and second candidates for election.

16.3 The rights and privileges of different categories of members are set out in the Articles and in these Rules, specifically:

- 16.3.1 **A FULL MEMBER** shall have the full use of all the Club facilities;
- 16.3.2 **A FAMILY MEMBER** and all children within their guardianship under the age of 18 years shall have the full use of all the Club facilities, subject only to Rule 24.4 in relation to any children;
- 16.3.3 **A JUNIOR MEMBER** shall have the full use of all the Club facilities subject only to Rule 24.4. He shall not be entitled to be appointed to a committee or sub committee of the Club;
- 16.3.4 **A SOCIAL MEMBER** shall have the full use of the Clubhouse facilities but shall not be entitled to sail, race, paddle, use or keep a Boat at the Club;
- 16.3.5 **A COUNTRY MEMBER** shall have the full use of all the Club facilities subject to paying the rate as prescribed by the Board from time to time for storing a Boat (if any) in the Boat Park;
- 16.3.6 **A LIFE MEMBER** shall have the full use of all of the Club facilities and shall not be liable to pay any subscription in respect of his membership of the Club;
- 16.3.7 **A TEMPORARY MEMBER** and an **HONORARY MEMBER** shall have the full use of all of the Club facilities but
- (i) shall not be entitled to be appointed to a committee or sub committee of the Club
  - (ii) shall have no right to enter Club races or regattas unless specifically authorised by the Sailing Secretary or the Board.
  - (iii) shall have no right to introduce visitors to the Club or the facilities thereof.

- (iv) is deemed to have notice of and impliedly undertakes to comply with the Articles, these Rules and any regulations as if he were a Voting Member of the Club and so far as the said Articles, Rules and regulations may be deemed to apply to such Temporary or Honorary Member.
- (v) shall be liable to be expelled from the Clubhouse or Boat Park or to be prohibited from using the Club facilities if, in the opinion of the Board, he has not reasonably complied with the above conditions.

16.3.8 **A RECIPROCAL MEMBER** shall have the full use of all the Club facilities but shall not be entitled to be appointed to a committee or sub committee of the Club.

## **17. APPLICATIONS FOR MEMBERSHIP**

17.1 All members shall be admitted to membership by the process and in the manner laid out in Article 29 of the Articles.

17.2 An application for membership shall be in the form from time to time prescribed by the Board, and shall be signed by the candidate and include his name, address, occupation, telephone number and email address and shall be accompanied by payment of the entrance fee, annual subscription fee and Boat Permit Fees as appropriate from the date of application to the following 31 December or, in the discretion of the Board, to the anniversary of the date of receipt of the application for membership.

17.3 Any person wishing to become a Temporary member of the Club shall apply to the Membership Secretary and shall complete such formalities as may be required.

- 17.4 Article 32.2.4 of the Articles sets out the process and basis for appointment of a Life Member.
- 17.5 Applications for Junior Membership must be accompanied by an application for membership for the Junior's parent or guardian. Applications for Junior Membership and Family Membership which include one or more children under the age of 18 years must be signed by the Junior's parent or guardian or in the case of Family Membership by the Family Member or Members who are aged 18 years or above accepting sole responsibility for the child.
- 17.6 Upon receipt of an application for membership, the Membership Secretary shall enter such application in a Register of Candidates and there shall be an interval of at least two days before the Board shall consider such application for membership.
- 17.7 The Secretary or Membership Secretary shall inform each candidate in writing of the candidate's admission, or non-admission, to membership. He shall furnish the member with a copy of the Articles, these Rules and any Regulations of the Club and make request for such additional payments as may be necessary.
- 17.8 Every member of the Club shall furnish the Membership Secretary with a current home address and email address (if any) which shall be recorded in the Register of Members. Any notice sent to such home or email address shall be deemed to have been duly delivered. Every member shall further complete a Club membership form containing such information as the Membership Secretary may require and submit this each year with payment of their annual subscription.



## **18. TRANSFER OF MEMBERSHIP**

- 18.1 Junior Members on attaining the age of 18 years shall apply to the Membership Secretary for transfer to Full Membership or another category of membership for people over the age of 18 years.
- 18.2 On transfer of membership between categories no further entrance fee shall be payable.

## **19. EXPULSION OF MEMBERS**

The Board has power under the Articles to expel a member in accordance with Article 31.

## **20. MEMBERSHIP ENTRANCE AND SUBSCRIPTION AND OTHER FEES**

- 20.1 The rate of entrance fee and the annual subscriptions payable by members of the Club for each category of membership and the Boat Permit Fees, subject to alteration as provided later in this rule, shall be set by the Board from time to time in accordance with the Articles.
- 20.2 The subscription year shall be from 1 January to 31 December inclusive in each year save that in its discretion the Board shall be entitled to vary the subscription year for a member or members to run from the anniversary of the date when the member was admitted to membership.
- 20.3 All members shall pay the entrance fee (if any) and their first annual subscription and Boat Permit Fees upon application for membership to the Club and thereafter (if admitted to membership) the subscription and Boat Permit Fees are due and payable annually in advance on 1<sup>st</sup> January each year save that in its discretion the Board shall be entitled to permit members to pay

the annual subscriptions and Boat Permit Fees annually in advance on the anniversary of the date when the member was admitted to membership.

- 20.4 Any change in subscriptions and Boat Permit Fees made by the Board will be notified to members by being included in any notice, newsletter, or similar document posted or emailed to the member by being addressed to him at his last known postal or email address, or by posting this information on the Club website, on or before 30 November next following after the decision to make the increase and will take effect on the first day of January following such notification.
- 20.5 The Board may in their discretion allow members to pay at the previous year's rate provided that payment in full is received on or before the date of the annual general meeting in the year when payment is due. This concession, if granted, may be withdrawn by the Board at any time.
- 20.6 Members admitted at any time during the year shall pay the full annual subscription and Boat Permit Fees.
- 20.7 The Board may in their discretion allow a member or members to pay reduced subscriptions and/or Boat Permit Fees for such period as they see fit if they consider it to be in the best interests of the Club to do so. This concession, if granted, may be withdrawn by the Board at any time.
- 20.8 The Boat Permit Fees shall entitle a member to sail, paddle or navigate his Boat(s) on the water used by the Club, to enter that Boat in Club racing events and to an undesignated space to store his own Boat in the Boat Park (subject to any restrictions over the size of Boat as the Board shall from time to time prescribe). For the avoidance of doubt the fees do not include the cost of entry to open or special events, for which an additional fee may be payable.

- 20.9 The Board shall have the discretion either generally or as respects any particular member or members to allow payment of annual subscriptions and/or Boat Permit Fees by instalments on such terms as they in their discretion decide.
- 20.10 If a member has not paid his subscription and Boat Permit Fees by 1st April in any year (or within 3 months of the anniversary of the date on which he was admitted to membership if the subscription year for that member has been varied pursuant to Rule 20.2), his membership shall lapse pursuant to Article 30.2 unless the Board exercise their discretion under that Article to suspend the operation of that Article in respect of the member concerned.
- 20.11 No member whose annual (or instalment) payment is in arrears may enter any Club event or regatta or vote at any general meeting.
- 20.12 In the event that a member's membership is terminated for any reason, no refund of a subscription or entrance fee or Boat Permit Fees shall be payable unless the Board decides otherwise.
- 20.13 Where a race series is subject to an entry fee (as published in the annual Programme, and/or as directed by the Board or Sailing Committee), this shall be paid as a single sum at the commencement of that series.
- 20.14 Purchases in the bar must be settled before leaving the Clubhouse.
- 20.15 Accounts for meals and other catering services must be settled before leaving the Clubhouse.
- 20.16 Tickets for Club events must be paid for at the time of ordering. Any entitlement to refunds is subject to cancelled tickets being resold.

## **21. GUESTS**

- 21.1 Any members save for Temporary and Honorary Members may introduce guests to the Club and any competitor, sailor, canoeist, other club representative, race official, organiser or spectator attending the Club's premises (by invitation of the Board) who is not a member shall be a guest of the Board, provided that no one whose application for membership has been declined or who has been expelled from the Club may be introduced as a guest.
- 21.2 A member introducing a guest and any person introduced as a guest of the Board must enter the name and address of the guest together with the name of the introducer in a book which must be kept on the Club's premises.
- 21.3 No guest may be admitted to the Club more than 6 times in any calendar year.
- 21.4 Members are responsible for all charges in respect of their guests. Bona fide guests may purchase goods from the bar.
- 21.5 Any person who is a competitor or crew member in any race sponsored by or on behalf of the Club is entitled to use the Clubhouse and Boat Park within a period of 24 hours before and after the race in which they are competing.
- 21.6 A member of any club affiliated to the RYA may be authorised to use the Clubhouse or Boat Park by any member of the Board. Such authorisation shall specify between which dates the said person may so use the premises. The member of the Board so authorising shall enter the visitor's details in the Visitor's Book together with the dates that the visitor is so authorised to use the premises.

## **22. LIMITATION OF CLUB LIABILITY**

- 22.1 Members of the Club, their guests or visitors, use the Clubhouse, Dinghy Park, moorings, landing stages and any other premises or facilities of the Club, entirely at their own risk and accept that:
- 22.1.1 the Club will not accept any liability for any damage to, or loss of, property;
  - 22.1.2 the Club will not accept any liability for death or personal injury, unless such death or injury results from the negligence of the Club;
  - 22.1.3 subject to paragraph 22.1.2 above and without prejudice to paragraph 22.1.1 above, the Club will not accept any liability for any damage injury or loss caused by the acts or omissions of any member or visitor who shall indemnify the Club against any liability for damage, injury or loss so caused;
  - 22.1.4 before inviting any guests or visitors onto the Club's premises and facilities or to participate in events organised by the Club, members will draw their attention to this Rule; and

## **23. OPENING HOURS**

- 23.1 The Club's facilities are available for use by members at the times specified by the Board from time to time.
- 23.2 The permitted hours for the supply of intoxicating liquor and provision of regulated entertainment shall be as permitted by the Club's Club Premises Certificate.
- 23.3 The Honorary Bar Steward, or other authorised person, is responsible to the Board for the adherence to the permitted hours of opening. Any person who attempts to interfere with such adherence may be subject to disciplinary action under the Articles.

**24. RULES CONCERNING PROVISION OF ALCOHOL ON THE CLUB PREMISES**

24.1 The purchase for the Club of excisable goods and the supply of the same upon Club premises shall be exclusively and solely under the control of the Board being members over the age of 18 and elected by the Voting Members.

24.2 No one may at any time receive at the expense of the Club any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.

24.3 No one may directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to members or guests apart from any benefit accruing to the Club as a whole and apart also from any benefit which a person derives indirectly by reason of the supply giving rise to or contributing to a general gain from the carrying on of the Club.

24.4 Intoxicating liquor may only be sold for consumption on the Clubhouse to persons over the age of 18 who are entitled to the use of the Clubhouse in pursuance of the Articles, Rules and Regulations for the time being in force. No member or guest under the age of 18 may purchase or attempt to purchase or be supplied with intoxicating liquor within the Clubhouse.

24.5 Proper accounts of all purchases and receipts shall be kept and presented at the annual general meeting in each year and such information as the Secretary or Treasurer may require shall be furnished to enable any statutory return or statement and the payment of excise or other duty or tax to be made.

**25. BOAT PARK**

25.1 Members availing themselves of Boat Park storage by paying the Boat Permit Fees specified are obliged to comply with these Rules as a condition of use of

the Boat Park. The Boat Park is only to be used for the storage of Boats, boat trailers and launching trolleys and for no other purpose.

- 25.2 No Member guest or visitor may take a motor vehicle to the Boat Park except for the purpose of delivering or removing a Boat, trailer, boat fittings, sails and boat covers or equipment to be used in carrying out minor running repairs or minor maintenance of a Boat.
- 25.3 Boats, boat trailers and launching trolleys may not be left on Barge Walk outside the Boat Park save during the course of a Club race and any Boats and other such items must not be left in such a way as to obstruct access along Barge Walk for other users of Barge Walk.
- 25.4 All members keeping a Boat in the Clubhouse or Boat Park and/or sailing, racing or paddling a Boat not owned by the Club must take out and maintain at all times insurance against all the usual third party risks, including the risks associated with sailing, racing or paddling a Boat in such sum as the Board shall from time to time determine.
- 25.5 Only Boats of a type and up to a size as prescribed by the Board from time to time may be berthed in the Boat Park other than by specific written permission from the Vice-Commodore or Rear-Commodore and all must be located in the designated space allocated to them by the Sailing Secretary.
- 25.6 Allocation of a designated space upon payment of the Boat Permit Fees does not entitle a member to any proprietary or other right over that space. The Board reserves the right to move any members' Boat or other property to any other part of the Boat Park without notice and without being liable for any loss or damage to the Boat or other property howsoever caused. This is in addition to the Club's rights under Rule 26.

- 25.7 Members using the Boat Park are responsible for the upkeep and tidiness of the areas allotted to them.
- 25.8 Members are required to comply with the terms of the Club's Licence including (but not limited to) the following provisions:
- 25.8.1 not to carry out any work on Boats in the Boat Park except minor running repairs or minor maintenance and to undertake any such works as quietly as possible;
  - 25.8.2 not to do anything in the Boat Park which may cause a nuisance, annoyance, disturbance or inconvenience to any user, owner or occupier of any land adjoining or neighbouring the Boat Park including the playing of loud music or radio;
  - 25.8.3 not to bring into the Boat Park any oil, grease, deleterious, objectionable, dangerous, poisonous or explosive material or discharge any such material into the drains and sewers;
  - 25.8.4 not to bring any fireworks into the Boat Park or discharge any fireworks from or into the Boat Park;
  - 25.8.5 not to light any fire or barbeque in the Boat Park;
  - 25.8.6 to use reasonable endeavours to ensure, so far as practicable, that all Boat halyards are secured so as at all times to remain silent;
  - 25.8.7 to ensure that any Boat stored with its mast in an upright position is properly secured against the wind and weather;
  - 25.8.8 to keep the Boat Park in a clean and tidy condition and free from rubbish, waste and litter; and



25.8.9 not to make the security code, which facilitates entry past the access barrier at the entrance to Barge Walk, known to anyone who is not a member of the Club.

**26. ABANDONED BOATS AND OTHER PROPERTY**

26.1 In addition to the powers given to the Club under the Articles, if at any time fees payable to the Club by any member or former member (whether by way of arrears of subscriptions, Boat Permit Fees or otherwise) shall be three months or more in arrears, and a Boat (which is agreed for these purposes by the member not to be deemed a vessel) and/or other property which is the property of a member or former member remains upon the Club premises (including the Clubhouse, Boat Park, moorings and landing stages) the Board may:

26.1.1 move the Boat and/or other property to any other part of the Club premises, including the Boat Park, without being liable for any loss or damage to the Boat or other property howsoever caused;

26.1.2 give one month's notice in writing to the member or former member at his last known address or email address as shown in the Club's register of members and thereafter sell the Boat and/or other property and deduct any monies due to the Club (whether by way of arrears of subscription or annual payments, Boat Permit Fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member concerned.

26.1.3 Alternatively if the Club is unable to sell the Boat and/or other property (having made such efforts as the Board deem reasonable) the Club may, after giving notice in writing as aforesaid, dispose of the Boat and/or other property in any manner the Board may think fit. The cost of so doing and any arrears as aforesaid shall be a debt owing to the Club by the member or former member.

- 26.1.4 The Club reserves the right to charge storage for the Boat and/or other property until such time as the owner collects the Boat and/or other property or until notice is served under clause 26.1.2.
- 26.1.5 If the Club is unable to trace the member or former member or other owner of the Boat or other property concerned and PROVIDED ALWAYS THAT proper evidence is available to show that all reasonable steps have been taken to trace him, when and if the Boat or other property is sold the Club shall place the net proceeds of sale (less any indebtedness by the member or former member of the Club and the costs of sale) upon bank deposit account and retain it against the eventuality of a claim by the owner (whether he be the said member or former member or otherwise) for a period of six years. The Club shall have no liability to account to any member, former member or owner for the interest accrued (if any) on such deposit.
- 26.1.6 Further the Club shall at all times have a lien over members' or former members' Boats and/or other property parked, moored, stored or deposited on the Club's premises including the Clubhouse or Boat Park in respect of all monies due to the Club, whether in respect of arrears of Boat Permit Fees or subscriptions or otherwise and shall be entitled to retain possession of the Boat and/or other property until such time as all monies due to the Club have been paid in full.
- 26.2 In the event that a member resigns, dies or is expelled from the Club and he or his estate fails to remove all Boats (which is agreed for these purposes by the member not to be deemed a vessel) and/or other property belonging to him and he does not owe any sums to the Club the Board may:
- 26.2.1 move the Boat and/or other property to any other part of the Club premises, including the Boat Park, without being liable for any loss or damage to the Boat or other property howsoever caused;

- 26.2.2 give one month's notice in writing to the former member or his estate at his last known address or email address as shown in the Club's register of members and thereafter sell the Boat and/or other property and account for the net proceeds of sale (if any), after first deducting the costs of sale, to the former member or his estate.
- 26.2.3 Alternatively if the Club is unable to sell the Boat or other property (having made such efforts as the Board deem reasonable) the Club may, after giving notice in writing as aforesaid, dispose of the Boat and/or other property in any manner the Board may think fit. The cost of so doing shall be a debt owing to the Club by the former member or his estate.
- 26.2.4 The Club reserves the right to charge storage for the Boat and/or other property until such time as the owner collects the Boat and/or other property or until notice is served under clause 26.2.2.
- 26.2.5 If the Club is unable to trace the former member or other owner of the Boat and/or other property concerned and PROVIDED ALWAYS THAT proper evidence is available to show that all reasonable steps have been taken to trace him, when and if the Boat and/or other property is sold the Club shall place the proceeds of sale (less the costs of sale) upon bank deposit account and retain it against the eventuality of a claim by the owner (whether he be the said former member or otherwise) for a period of six years. The Club shall have no liability to account to any former member or owner for the interest accrued (if any) on such deposit.

## **27. CLUB LAUNCHES**

- 27.1 The launch service is principally to be used for ferrying members to and from the Boat Park and to provide rescue cover during Club races and other events.

The maximum complement for the launch, including the helm, shall not exceed 12 persons.

- 27.2 Members are expected to conduct themselves and to ensure that their guests and visitors also conduct themselves appropriately while in the launch. For all issues on the water the helm of the launch has sole responsibility and authority.

**28. COMMITMENTS**

- 28.1 All Full and Family Members and others who may be specified by the Board are required to undertake a sailing or racing duty or an office duty or a social duty or to assist with Clubhouse or Boat Park maintenance at least once a year.

- 28.2 A member who is unable to undertake the allotted duty must find a competent member to take his place and to advise the Sailing Secretary accordingly. A member failing to undertake any allocated duty and to find a competent substitute may be subject to such sanction as the Board see fit including disciplinary action under the Articles.

**29. CONDUCT OF MEMBERS**

- 29.1 A member shall not knowingly remove, injure, destroy or damage any property of the Club and shall make restitution for the same, and any damage or loss caused by his or her guests or visitors, if called upon to do so by the Board or by the Secretary upon the instructions of the Board.

- 29.2 Smoking is only permitted on the external balcony on the first floor of the Clubhouse and in no other part of the Clubhouse whatsoever provided always that the Board may cancel this permission forthwith:

- 29.2.1 if at any time the balcony becomes enclosed in whole or in part, whether or not for a temporary period;

- 29.2.2 for any other reason in the absolute discretion of the Board; and
- 29.2.3 if any present or future statute, statutory instrument, byelaw, regulation, order, notice, direction, code of practice or requirement of any authority prohibits smoking on the said balcony.
- 29.3 Any games played on Club premises shall be recognised games and played for non pecuniary stakes or prizes.
- 29.4 No petrol, diesel, flammable liquids or gas cylinders may be brought into the Clubhouse. Barbecues may not be lit in the Clubhouse without the prior permission of a Flag Officer.
- 29.5 Litter of any kind may not be left on Club property, including the Clubhouse and Boat Park unless in designated rubbish receptacles.
- 29.6 Bicycles and skate-boards may not be ridden in the area of the Clubhouse, including the balcony.
- 29.7 Members using the public rooms in the Clubhouse must be appropriately dressed at all times. Swimwear, wet sailing gear or similar attire is not acceptable.
- 29.8 No boat gear of any sort may be brought into the Clubhouse without the prior approval of the Sailing Committee. Personal belongings, including bags, must not be left over night in the Clubhouse and must not cause any obstruction or danger to access into the Clubhouse.
- 29.9 No member or visitor may take any newspaper, book, magazine or other Club property from the Club premises without the express permission of a Flag Officer.

- 29.10 Young children including Junior Members under the age of 16 years must be accompanied by a parent, guardian or responsible adult and must be supervised by them at all times except when they are participating in an organised Club Event. Parents, guardians or responsible adults are required to ensure that the behaviour of young children does not disrupt the enjoyment of other members of the Club. Guidelines for suitable behaviour may be displayed on the Club notice board and it is the responsibility of parents, guardians or responsible adults to ensure that these are followed.
- 29.11 Dogs shall be permitted on Club premises (excluding the kitchen, toilets, showers and changing rooms) and shall be kept under control at all times. Any complaints from a member or members concerning a dog's behaviour shall be addressed to a member of the Board or the Secretary who may, if the behaviour is not brought under control, require the owner to remove the dog from the premises.
- 29.12 A member shall not cause any communication in whatever form to be exhibited on Club notice boards or Club premises or on the Club's website without the permission of a Flag Officer.

### **30. CLUB TROPHIES**

- 30.1 Club trophies are administered by the Sailing Secretary.
- 30.2 Each trophy is awarded to the winner for one year. The holder is responsible for the safekeeping of the trophy during that year and, in the case of Junior Members, is the responsibility of the parent or guardian of the Junior Member concerned. The holder shall, at his cost, have his name, the Boat's name and the year of award engraved on the trophy, as required by the Club.
- 30.3 No trophy may be taken outside the United Kingdom.

- 30.4 It is the holder's responsibility to ensure that the trophy is returned to the Clubhouse suitably cleaned and by a date designated by the Club.

**31. COMPLAINTS**

Complaints of any nature relating to the management of the Club's facilities or the conduct of fellow members or non members, if not capable of amicable resolution, should be addressed in writing to the Secretary. Under no circumstances shall a servant of the Club be personally reprimanded by a member.

**32. PRIVATE USE OF CLUB FACILITIES**

- 32.1 The Clubhouse and its facilities may be hired for private use by members at the discretion of the Board as long as this use remains compliant with the Club's Club Premises Certificate and the terms of the Club's lease of the Clubhouse.

- 32.2 The responsibilities of those hiring the Clubhouse and the conditions applying to such use shall be specified by the Board from time to time and displayed in the Clubhouse or published on the Club website. Written acceptance of those terms and conditions and payment of any required hire charge and/or deposit shall be provided before the Board accepts any commitment to hire.

*These Rules were adopted as the Rules of Minima Yacht Club Limited by the Board at the Board Meeting of Minima Yacht Club Limited on 3 May 2018.*