

HBSC CLUB RULES



1. The name of the Club is the Hickling Broad Sailing Club, and the burgee of the Club shall be a white swan on blue background edged with red.
2. The aims of the club are to promote and facilitate the sport of sailing.

Membership

3. Membership is open to anyone interested in the sport of sailing on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.
4. The Club, on the recommendation of the Committee, may in general meeting elect honorary members.
5. The Club may refuse membership, or remove it, only for good cause such as non-compliance with Club rules, non-payment of Club fees, or conduct likely to bring the Club or sport into disrepute. Appeal against refusal or removal may be made to the members.
6. Every member on joining the Club impliedly undertakes to comply with these rules and any refusal or neglect to do so or any conduct which in the opinion of the committee is either unworthy of a member or otherwise injurious to the interests of the Club shall render a member liable to expulsion by the Committee provided that before expelling a member, the Committee shall call upon them for an explanation of their conduct and shall give them an opportunity of defending themselves or of resigning their membership.
7. The vote on a resolution for expulsion shall be by ballot and the resolution shall only be carried if not less than three quarters of the members of the committee present vote in favour of the resolution.

Subscription

8. The annual subscription is payable on joining and on the first of January in each year. The subscription for the ensuing year shall be decided at the Annual General Meeting.

The following categories of membership shall be recognised:

- (a) **Honorary** and **Adult** individual members, who shall be entitled to the full amenities of the Club. Any child under the age of 12 years shall be covered by the Adult membership of their parent, carer or guardian subject to being listed on their membership application or renewal form.
- (b) **Family** members, comprising two adults living as partners at the same address, both of whom may wish to sail, shall be entitled to the full amenities of the Club. Any child under the age of 12 years shall be covered by the Family membership of their parent, carer or guardian subject to being listed on their membership application or renewal form.
- (c) **Junior** members (i) aged 8 to 11 years, if not already included in Family or Adult membership, provided their parent, carer or guardian is a non-sailing Associate member. A nominated adult member must be on site to supervise their Junior at all times. (ii) Junior members aged 12 to 18 years. Junior members shall be entitled to the full amenities of the Club except as provided in rule 17[g].
- (d) Non-sailing **Associate** members, comprising non-sailing partners of sailing members who live at the same address, members who have moved away from the area or stopped sailing due to ill health, widows and widowers of past members or a non-sailing parent, carer or guardian of a Junior member. Associate members shall enjoy limited privileges, and shall not be eligible for election to the committee or be entitled to vote at a General Meeting of the Club.
- (e) **Young Adult** members, aged 19 to 25, entitled to the full amenities of the Club.
- (f) **Day member** – temporary adult or junior member with limited privileges, which is available at organised Club events, to enable the person to try sailing and use the Club facilities for a maximum of 2 occasions per year.
- (g) Members who have not paid their subscriptions by the 1st March will receive a reminder and failure to respond may result in membership being terminated on 31st March.
- (h) New members joining after 1st September will only be liable for 50% of that year's annual subscription until the 1st January the following year.

Officers

9. (a) The officers of the Club shall consist of a Commodore, Vice Commodore, Rear Commodore, Honorary Secretary, Honorary Sailing Secretary and an Honorary Treasurer. The Officers shall be elected at the Annual General Meeting in each year to hold office until the conclusion of the next Annual General Meeting. A Membership Secretary may be elected at the AGM, unless the Honorary Secretary is willing to perform both roles. The retiring Officers shall be eligible for re-election.

(b) At the discretion of the Committee, a Minutes Secretary may be co-opted as a non-voting member.

(c) No candidate for election to any office (other than retiring officers) shall be proposed unless the name of such candidate and of their proposer together with the candidate's signed agreement to stand for election shall be given in writing to the Honorary Secretary before the commencement of the meeting.

(d) Notice of the resignation of any Officer must be inserted in the notice of the A.G.M. sent to members.

Committee

10. (a) The committee shall consist of the Officers, ex-officio the retiring Commodore unless they indicate otherwise, and not more than 12 members of the Club elected by the Club in General Meeting to hold office until the conclusion of the next A.G.M.

(b) Candidates for election to the Committee shall be those members of the retiring Committee who shall offer themselves for re-election and such other eligible adult members whose nomination, along with the members signed agreement to stand, shall be given in writing to the Honorary Secretary before the commencement of the meeting.

(c) Any members proposing a candidate for the Committee shall be allowed to speak in support.

(d) Members of the Committee wishing to resign must notify the Honorary Secretary of their intention.

(e) If a casual vacancy occurs by death or resignation the Committee may co-opt a member to fill the vacancy.

(f) If the number of candidates duly proposed and seconded exceeds the number of vacancies to be filled, the election shall be by ballot.

(g) At Committee meetings a quorum of 8 members is required, one of which must be a Flag Officer.

11. (a) The Committee shall manage the affairs of the Club according to the rules and shall apply the funds of the Club to the objects of the Club.

(b) The Committee shall make such bylaws, rules and regulations as they think fit as to the management of any Club premises.

(c) The Committee or Honorary Secretary, as agent for the Club and its members, shall enter into contracts only so far as these are expressly authorised, or authorised by implication, from these rules. Neither the Committee nor the Honorary Secretary shall, without the express authority of the membership pledge the credit of the membership beyond the subscription payable by such membership in accordance with Rule 11[d] hereof. A member of the Committee, and the Honorary Secretary or Honorary Treasurer in transacting business for the Club shall disclose to third parties that they are so acting.

(d) In pursuance of the authority vested in the Committee by members of the Club, members of the Committee are entitled to be indemnified by the members of the Club against any liabilities properly incurred by them or by the Honorary Secretary on behalf of the Club where the contract is of a duly authorised nature or could be reasonably assumed to be of a duly authorised nature and entered into on behalf of the Club. The limit of a member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate unless the Committee has been authorised otherwise by a meeting called under Rule 18 hereof.

(e) The Committee shall have power to adjust the number of members, depending upon prevailing circumstances.

(f) Declarations of Interest - If a member is in a position to benefit personally from any decision made by the Committee, they must immediately declare their interest. They shall be then excluded from the committee room when the vote is taken allowing time for further discussion. All potential contracts, purchase orders or other similarly binding commitments negotiated by any member of the Committee on behalf of the Club must appear

on the agenda and be fully and completely disclosed in writing to a Committee Meeting prior to the final sanction of the Committee. No individual member of the Committee shall be empowered to commit the Club to a liability of any kind or to expense with a value exceeding £200 without prior approval of a full committee meeting of the Club. The Committee may from time to time grant members limited discretionary budgets for purposes defined by the Committee in writing and approved by a Committee Meeting.

(g) All property and funds of the club shall not be used for the direct or indirect private benefit of any members and that all surplus income or profits are re-invested in the club.

Trustees

12. There shall be at least three Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Adult, Family or Honorary Members who are willing to be so appointed. A Trustee shall hold office during their lifetime or until they shall resign, by notice in writing given to the Committee, or until a resolution removing them from office shall be passed at a meeting of the Committee by a majority comprising two-thirds of the members present and entitled to vote.

13. All property of the Club, including land and investments, shall be held by the Trustees for the time being, in their own names so far as is necessary and practicable, on trust for the use and benefit of the Club.

14. The Trustees shall in all respects act, in regards to any property of the Club held by them, in accordance with the directions of the Committee; and shall have the power to sell, lease, mortgage or pledge any Club property so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with the Committee's directions [which shall be duly recorded in the Minutes of the proceedings of the Committee] but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given.

15. (a) The Trustees shall be effectually indemnified by the Committee out of the assets of the Club from and against any liability, costs, expenses and payments whatsoever which may be properly incurred or made by them in the exercise of their duties or in relation to any property of the Club vested in them or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the function of a Trustee of the Club.

(b) In the event of the dissolution of the Club, should any assets or funds remain after settlement of the Club's liabilities, these shall not be paid to or distributed to members of the Club but shall be gifted to the Royal Yachting Association with the request that the funds be used if possible for the re-establishment of a dinghy sailing club at Hickling Broad, or should this not be possible the promotion of sailing within the Norfolk Broads area and that this shall be done in consultation with the remaining trustees.

Accountant

16. At the AGM, an Independent Accountant shall be appointed whose duty it is to review the accounts of the Club for the current year. The Committee shall ensure that the annual accounts are prepared and submitted to the Independent Accountant for review prior to presentation at each AGM. In the event that the Independent Accountant is unable to act, the Committee shall appoint a substitute. The Independent Accountant may be a club member but must not simultaneously be a committee member.

General Meetings

17. (a) An Annual General Meeting shall be held at some place to be named and on some day in the months of October or November, to be fixed by the Commodore. The Honorary Secretary shall, at least fourteen days before the date of such meeting, post or deliver to each member notice thereof and of the business to be brought forward thereat.

(b) The main business of the Meeting shall be the passing of Accounts, election of Officers, Committee and Accountant and any business that the Committee may order to be inserted in the notice convening the meeting.

(c) Notice of all proposals for changes in the Rules or Policies of the Club, together with the names of the Proposers and Seconders must be given to the Hon. Secretary before 1st October.

(d) Additional minor matters may however be discussed and voted upon under "Any Other Business" at the Chairman's discretion.

(e) The Committee may, on giving fourteen days notice, call a General Meeting of the Club for any specific purposes of business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to that business only.

(f) The Committee shall also call a General Meeting on the written request of twelve members.

(g) At a General Meeting of the Club each adult member [excluding non-sailing associate members] shall have one vote.

New Rules, Amendments and Alterations

18. (a) Alterations, amendments or additions to the Rules may only be made at the Annual General Meeting or other General Meeting of the Members. Full particulars shall be set out in the notice convening the meeting.

(b) All such alterations, amendments or additions duly proposed and seconded, shall be put to the vote of the meeting and, provided that on a show of hands or, if demanded, on a poll, a two-thirds majority of the votes of those members present and voting shall be in favour, then the proposed alterations, additions or amendments shall be deemed to be carried.

General

19. The club premises shall be opened for use at such times as the Committee shall direct. Admission to the premises is permitted to members of the Club, guests of members and guests of the Clubs and Associations and their guests.

Safety

20. (a) Members of the Club, their guests and visitors may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept that:

(b) The Club will not accept any liability for damage to or loss of property belonging to members, their guests or visitors to the Club.

(c) 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 whether sustained by members, their 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 servants of the Club.

(d) Before inviting any guests or visitors onto the premises or to participate in events organised by the Club, members shall draw their attention to this rule.

(e) Members, parents, carers and guardians are warned that the club is only able to provide safety facilities during the hours of Club organised sailing events. Outside these hours, parents, carers and guardians have sole responsibility for their children and wards and must appreciate that the Club cannot be expected to exercise supervision or control. Even during Club organised sailing events the Club cannot accept responsibility for children, or any other persons, not engaged in organised sailing events. Children under the age of 12 years shall at all times wear adequate personal buoyancy whilst on the Club site.

(f) The safety of a boat and its entire management including insurance shall be the sole responsibility of the owner who must ensure that the condition of the boat and equipment, and competence of the crew are adequate to face the conditions that may arise while they are on the water. Neither the establishment of this Club Rule nor the inspection of the boat by an officer or member of the Club in any way limits the absolute responsibility of the owner for their crew, their boat and the management thereof. The Club shall not be responsible for any loss, damage, death or personal injury howsoever caused to the owner, their skipper or their crew, as a result of their taking part in any sailing activity at the Club whether organised by the Club or not. Moreover every owner warrants the suitability of their boat for the planned sailing activity.

Safeguarding Policy

21. The Club shall at all times work within the guidelines and policies set out in the published RYA documents regarding 'Safeguarding and Child Protection'.