TEES & HARTLEPOOL YACHT CLUB LIMITED

RULES & CONSTITUTION

Revision No. (18) 16 October 2026

SECTION 1
NAME, PREMISES, CONSTITUTION, OBJECT & VALUES OF THE CLUB

1. NAME OF THE CLUB

The name of the Club is “Tees & Hartlepool Yacht Club Limited" hereafter referred to in these rules as “the Club”. The Burgee of the Club shall be triangular in shape.

2. PREMISES

THE CLUB HOUSE, West Harbour, Hartlepool is the Registered Office of Tees & Hartlepool Yacht Club Limited and the Headquarters of its activities.

3. CONSTITUTION

The Constitution of the Club is contained in the Memorandum, Articles of Association and these rules. The Memorandum and Articles of Association may be viewed at the Registered Office at any reasonable time on application to the Company Secretary.

4. OBJECT

To promote, encourage, train, facilitate every facet of the sports of sailing, water ski-ing and power boating in Hartlepool Bay and waters elsewhere and other objectives as detailed in the Company's Memorandum of Association.

SECTION 2 - MEMBERSHIP

5. CATEGORIES AND VOTES OF MEMBERSHIP

All persons who subscribe to the objects of the Club are eligible to make application for Membership within the appropriate membership category as provided in rules 5a-j inclusive.

The right to vote at all meetings of the Club is indicated within the category definition.

(a) A **FULL MEMBER** means any member over the age of 18 years and not being a Family, Associated, Student, Cadet, Social, Honorary, Temporary or Group Member. A FULL MEMBER shall have 1 vote.

(b) **FAMILY MEMBER** which expression shall include:

- Husband and Wife
- Cohabiting Couple who may or may not have children in one of the following categories:

  own

  stepchild

  adopted or fostered
- Who are under 18 years of age
- Single Parent with a child or children under 18 years of age

The Family Unit shall have 1 vote exercisable by one of the parties other than the children. All family members are eligible for election to office and committees.

(c) "**ASSOCIATE" MEMBER** means a person between the ages of 18-24 years. No vote.

(d) **"STUDENT" MEMBER** means a person in full-time education who has no income other than by way of State grants or sponsorship. No vote.

(e) "**CADET" MEMBER** means a person below the age of 18 years. No vote

(f) **"OUTPORT" MEMBER** means a person who is a member of a recognised Sailing Club, and does the majority of their sailing away from the Club's normal sailing area; may use the Clubhouse facilities as a Social Member; may participate in Club sailing activities up to six times a year. No vote.

(g) **"SOCIAL" MEMBER** means a member over 18 years, who does not participate in any Club on-water activities. No vote.

(h) "**HONORARY" MEMBER** means a person who has been elected to this category at an Annual General Meeting. Serving members of the Hartlepool lifeboats are accorded Honorary Membership. No vote.

(i) "**GROUP" MEMBERS** means a group of persons interested in water sports and members of a school, college, university or similar body approved by the Management Committee. No vote.

6. MEMBERSHIP RIGHTS

(a) A **FULL MEMBER, FAMILY MEMBER, ASSOCIATE MEMBER, STUDENT MEMBER, CADET MEMBER and HONORARY MEMBER** may participate in all the Club activities and use the Club facilities.

(b) **OUTPORT MEMBER** may use the Club House facilities and participate in Club activities on up to six occasions per year.

(c) **SOCIAL MEMBER** may use the bar and associated areas. They may participate in any Club social function.

(d) **TEMPORARY MEMBER** (which classification may include members of another recognised RYA Club and B.W.S.F.) may use the facilities of the Club subject to any restrictions indicated by the authorising Official and as follows:

(i) No right to enter Club races or regattas unless specifically authorised by the Secretary or Committee,

(ii) No rights to introduce visitors to the Club or the facilities thereof;

(iii) No right to take part in the management of the Club;

(iv) Is deemed to have notice of and impliedly undertakes to comply with the Club Rules, current Byelaws and Regulations as if he or she were a member of the Club and so far as the said Rules may be deemed to apply to such Temporary Member;

(e) **GROUP MEMBERS** may use all the Club facilities subject to any restrictions indicated by the Management Committee.

(f) In all cases the use of Club facilities is subject to adhering to the existing legal requirements.

7. **MEMBERSHIP, ENTRANCE FEE AND SUBSCRIPTION**

(a) The subscription year shall be from 1st April to 31st March of the following year.

(b) Subscriptions are due for payment on or before the 1st April of the subscription year

(c) The Entrance Fee for each category of membership shall he determined by the Management Committee.

(d) The Annual Subscription for each category of Membership shall be determined by the Management Committee.

(e) The current Entrance/Subscription Fee shall he prominently displayed on the Club notice board.

(f) A full or family member elected to membership on or after the 1st of September of the subscription year will pay half of the subscription for that year. A member elected to membership within three calendar months of the commencement of the next subscription year will only be required to pay the next year's subscription in advance. The member will have no voting rights until the commencement of the new subscription year.

(g) The Entrance Fee and first subscription of prospective members shall become due on nomination and accompany the Membership Application form. If the nomination is rejected the fee/subscription will be returned.

(h) Any person reaching the age of 18 years during the Subscription Year will not be required to pay the appropriate subscription until the beginning of the next subscription year.

(i) On receipt of a membership application and the appropriate fee, the membership secretary may enrol the applicant as a provisional member. At the next management meeting the membership application will be considered by the full committee and either accepted, or in exceptional circumstances, refused. If the application is refused, any fees paid by the provisional member will be refunded. Provisional members will have the same rights as other members in the same category but excluding full voting rights.

8. ARREARS

(a) **ARREARS OF SUBSCRIPTION**

Any member who has not paid their subscription by the last day in April of the new subscription year shall be notified by the Membership Secretary that failure to pay by the last day of the following month will result in their membership and all membership rights and privileges being automatically terminated. The member will have no voting rights during the period when they have not paid their subscription. The members name may be restored to the register of membership subject to:

i) The discharge of all debts to the Club

ii) The payment of the appropriate entrance fee and at the discretion of the Management Committee.

(b) **ARREARS OF ANY TYPE OF FEE**
Accounts in respect of fees and charges shall be paid within 30 days of the submission of an account. If the account is not paid by the due date the Secretary shall write to the member advising him that if the payment is not received within the next 30 days their continued membership and use of the Club facilities to which the fees relate will be determined by the Management Committee. If the fees remain outstanding for a period in excess of 90 days from the date of the account the Management Committee reserve the right to:

i) Remove the chattel to which the charge relates from the Club's premises or moorings at the expense of the owner, or

ii) To sell the chattel to discharge the debt.

9. CANDIDATE FOR MEMBERSHIP

(a) A candidate for membership shall complete a Membership Application Form. The Form requires the signature of a proposer and seconder who are members of the Club.

The Form along with the appropriate fee/subscription shall be forwarded/given to the Membership Secretary.

(b) The application will be presented to the Management Committee for consideration at their next meeting.

(c) The Membership Secretary shall inform the applicant in writing of the Management Committee's decision. If the applicant is accorded membership a key and Rule Book will also be forwarded.

(d) A person 18 years and under within the Family Membership category is automatically classed as a Cadet.

(e) Persons who are candidates for membership have no rights or privileges whatsoever in relation to the Club's facilities and activities.

(f) The format and content of the Membership Application Form will be determined and approved by the Management Committee.

10. **RETIREMENT OF MEMBER**

A member wishing to retire from the Club shall notify in writing the Membership Secretary on or before the last day of the subscription year and shall not be liable to pay the subscription for the following year. Upon re-application by a past member the Management Committee may, at its discretion, excuse the payment of the Entrance Fee. Previous membership does not count in determining the number of continuous years of membership.

11. **UNDERTAKINGS BY MEMBERS TO COMPLY WITH RULES**

Every member, upon election and thereafter, is deemed to have notice of, and impliedly undertakes to comply with, the Club Memorandum, Articles of Association, and Rules.

12. **EXPULSION OF MEMBERS**

Any conduct which, in the opinion of the Management Committee, is either unworthy of a member or otherwise injurious to the interests of the Club, shall render a member liable to disciplinary action which may lead to expulsion by the Committee. The Committee may decide to take direct action, but must comply with the following steps

1. be sure of the facts and investigate if required
2. they may suspend the member during the process
3. give the member the chance to explain their actions
4. they may suspend membership /ban from being a director, terminate membership or pass to the Disciplinary Process (Rule 13) should be 14

13. COMPLAINTS

Any member who wishes to make a formal complaint or raise a matter which requires a response from the management committee should do so in a letter to the Hon Club Secretary. All subsequent communication should also be in letter form and addressed to the Hon Club Secretary.

1. All complaints will be read out at a management meeting
2. The management committee will review the complaint
3. The management committee will decide on what if any actions is required to be taken
4. The Honorary Club Secretary will respond to the member

Numbers below will all change by one

14. **DISCIPLINARY PROCESS**

(a) The Vice Commodore, a past Commodore or the Honorary Club Secretary will act as Chair of any Disciplinary sub-committee which will consist of the Chair plus four other committee members. The Chairperson and the members of the Disciplinary sub-committee will be appointed by the full committee.

(b) The Chair of the Disciplinary sub-committee will acknowledge in writing receipt of the complaint and may request a meeting for clarification.

(c) The Chair of the Disciplinary sub-committee will forward a copy of the complaint to the member(s) concerned asking for a response in writing. The Chair of the Disciplinary sub-committee may request a meeting for clarification.

(d) The Disciplinary sub-committee will consider the complaint and the response to the complaint and any other facts and will determine the next steps in the processing of the complaint. The final stage (if required) would be for the member(s) complained of to have the right to attend a meeting of the Disciplinary sub-committee to present their case. The member(s) complained of have the right to have another club member accompany them to the meeting

(e) Failing a satisfactory explanation, the Disciplinary sub-committee may remove from office, suspend, fine or expel the offending member(s) or apply such penalty as they may determine. Any vote on disciplinary action shall be carried by a simple majority of the Disciplinary sub-committee present with the Chair of the sub-committee having a casting vote.

(f) A member has the right of appeal to the main committee if they disagree with the decision of the Disciplinary sub-committee. Any appeal must be made in writing to the Commodore within 30 days of the decision of the Disciplinary sub-committee. The decision of the main committee in respect of any appeal will be final. If an appeal is made the sub-committee's decision stands until the appeal is heard. The club will set the date and time of the appeal. If it is rejected a second date and time will be set, if this is rejected the appeal is closed.

SECTION 3 - LIMITATION OF CLUB LIABILITY

Members, their guests and visitors are bound by the following Rule which shall also be exhibited in a prominent place within the club premises:

15. **LIMITATION OF CLUB LIABILITY**

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

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

(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 either sustained by members, their guests or visitors or caused by the said members, guests or visitors whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them - the Officers, Committee or servants of the Club.

SECTION 4 - OFFICERS OF THE CLUB

16. The Officers of the Club shall be the Directors of the Company as elected to the Management Committee at the AGM.

17. **FLAG OFFICERS** The Flag Officers of the Club shall consist of:

(a) The Commodore
(b) The Vice Commodore
(c) The Rear Commodore Dinghies
(d) The Rear Commodore Power & Ski
(e) The Rear Commodore Cruising
(f) The Rear Commodore Keelboat Racing
(g) All Officers of the Club shall he elected at the Annual General Meeting in each year to hold office until the conclusion of the next Annual General Meeting and are eligible for re-election

SECTION 5

CLUB MANAGEMENT

CONSTITUTION OF COMMITTEES

18. PRESIDENT OF THE COMPANY
The Management Committee may propose for approval at a General Meeting that a member who in its opinion has made a significant contribution to the affairs of the Company be appointed as President of the Company.

The President shall be appointed for a term of three years and shall serve as provided under the terms of Articles 8 and 16 of the Company's Articles of Association.

The President shall preside as Chairman at every General Meeting of the Company.

19. **BOARD OF DIRECTORS** The Board of Directors shall be the members of the Management Committee, and any reference in these rules to the Management Committee is a reference to the Board of Directors.

20. **MANAGEMENT COMMITTEE** The Management Committee shall consist of:

- A Commmodore
- A Vice Commodore
- A Rear Commodore (Dinghies)
- A Rear Commodore (Power & Ski)
- A Rear Commodore (Keelboat Racing)
- A Rear Commodore (Cruising)

- An Honorary Club Secretary
- An Honorary Club Treasurer
- An Immediate Past Commodore
- A Membership Secretary
- A Chairperson Bar Committee
- A Chairperson Training Committee
- A Chairperson Social Committee
- A Chairperson Building Committee
- A Publicity Officer
- Two Members holding Full or Family Membership

PURPOSE

To manage the affairs of the Club within the Memorandum, Articles of Association and these Rules.

CHAIRPERSON

The Chairperson of the Management Committee shall be the Commodore.

SUB-COMMITTEE

The Sub-Committee Chairpersons to report at the monthly Management Committee Meeting.

DUTIES

Honorary Club Secretary:

The Honorary Club Secretary shall:
(a) Conduct the correspondence of the Club;
(b) Keep custody of all the Club documents;
(c) Maintain contact with the Company Secretary to ensure the Club's affairs are managed in accordance with current legislation.

Membership Secretary:

The Membership Secretary shall:

(a) Keep a register of members;

(b) Process applications for membership;

(c) Deal with members who are in arrears with their membership;

Company Secretary:

The Company Secretary shall:

(a) File all Statutory Returns and Reports;
(b) Advise the Committee on legal matters and ensure that the Club’s affairs are managed in accordance with current legislation.

Club Treasurer:

The Treasurer shall:

(a) Cause such books of account to be kept as are necessary to give a true and fair view of the state of the finances of the Club;

(b) Cause all returns as may be required by law in relation to such accounts to be available for forwarding on the due date;

(c) To arrange for the accounts to be audited once a year in accordance with the requirements of the Management Committee and the Annual General Meeting;

(d) To cause the Annual Financial Statements to be prepared for the Annual General Meeting;

(e) To be responsible for incoming finance and payment of accounts;

(f) To present to the Management Committee monthly management accounts;

CO-OPTING MEMBERS

The Management Committee and Sub-committees may co-opt a Full or Family Member to the Committee to work and advise on a particular matter for such a period as it thinks fit. The co-opted person would not have any voting rights on the Committee.

21. **ELECTION TO COMMITTEES**

(a) **HONORARY CLUB SECRETARY ACTION**

THYC elections – process

- Date of AGM to be agreed 3 months prior to AGM
- Commodore and Hon Sec to set timetable
- Timetable published on internet and on club notice boards 8 weeks before AGM
- Timetable & nomination forms emailed to those members who have given addresses 8 weeks before AGM (posted to others)

THYC – election timetable

- **AGM –10 weeks**: Commodore & Hon Sec produce timetable of section and sub committee meetings
- **AGM – 8 weeks**: Timetable of section and sub committee meetings published on internet, on club notice boards, by email to members who have given address
- **AGM – 7 weeks**: Nomination forms for Management Committee on club notice board
- **AGM – 8 wks to AGM – 4wks**: Section/sub committee meetings held to nomimate sub committees members
- **AGM – 4 weeks**: Nominations for Management Committee closed
- **AGM - 3 weeks**: Official AGM notice posted to members with list of nominations for Management Committee, lists of members proposed to sub committees.

(b) **CANDIDATES FOR ELECTION TO THE COMMITTEE**

Candidates for election to the Committee shall be those members of the retiring Committee eligible to offer themselves for re-election and such other Full or Family members who so wish.

(c) **MORE CANDIDATES THAN VACANCIES**

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

(d) **NO CONTEST FOR ELECTION**

If the number of candidates for election is equal to or less than the number of vacancies to be filled, then all candidates shall he confirmed by the members at the Annual General Meeting.

(e) **DEATH OR RESIGNATION OF A COMMITTEE MEMBER**

If a vacancy occurs due to death or resignation the Management Committee may co-opt a Full or Family Member to fill the vacancy until the conclusion of the next Annual General Meeting. A member so co-opted shall have the same powers as if they had been elected at the Annual General Meeting.

22. **CONDUCT OF MEETINGS**

(a) 50% of the membership of a Sub-Committee shall constitute a quorum.

(b) The Management Committee will meet at least once per calendar month. Any member of the Committee may request the Chairperson to call a meeting. The decision to do so rests with the Chairperson.

(c) **VOTING**

In the case of an equality of votes, the Chairperson shall have a second or casting vote.

23. **GENERAL RESPONSIBILITY OF SUB COMMITTEES**

(a) All Sub-Committees are responsible to the Management Committee in respect of the powers delegated. The Management Committee has the final determination on any delegated responsibility. The Chairperson is responsible for reporting to the Management Committee on its activities at the Management Committee Meeting.

(b) **APPOINTMENT OF SUB-COMMITTEES**

The Management Committee may appoint such Sub-Committees as it may deem necessary and delegate such of its powers as it may think appropriate.

(c) **VARIATION OF A SUB-COMMITTEE**

The Management Committee may at any time vary the constitution and powers of a Sub-Committee.

(d) **CESSATION OF A SUB-COMMITTEE**

The Management Committee may at any time disband any Sub-Committee.

(e) Any Committee may co-opt onto the Committee a member as an advisor who has particular knowledge/skill relative to the issue(s) to be determined.

24. **TYPES OF SUB COMMITTEE**

(a) **FINANCE, DEVELOPMENT & PLANNING**

The committee shall consist of:

Commodore (Chairman)
Club Secretary (Secretary)
Vice Commodore
Treasurer
Past Commodore

other committee members should be co-opted as necessary

PURPOSE

(i) Consideration of the finances of the Club and the application thereof.

(ii) Formulation and examination of proposals for the long term development and maintenance of the Club and submit annually to the Main Committee a Business Plan.

(iii) To promote, heighten awareness and maintain contact with external organisations and the community and to issue information to the media, with regard to the Club's activities.

(iv) The management of any major project undertaken by the Club.

Meetings shall be held at least once every three calendar months.

(b) **PUBLICITY COMMITTEE**

The committee shall consist of:

Chairperson (Publicity officer)

4 full or family members with appropriate skills in these areas

- Marketing
- Internet skills
- Photography
- Graphics skills
- Communication

The following sections heads should feed information to the publicity committee
Dinghy, Cruiser, Cruising, Power, Training, Social and the Club Development Officer

PURPOSE

Inform members, local press & RYA communicator of news worthy events via appropriate media
Maintain or create marketing material
Manage internet applications
Report to management committee

(e) **DINGHY SAILING COMMITTEE**

The Committee shall consist of:

Rear Commodore Dinghies

Six Full or Family Members which should include a representative of each dinghy class recognised by the Club

The Rear Commodore shall be the Chairperson. The Committee will elect from their number a person to be Secretary.

PURPOSE

(i) To arrange and manage on behalf of the Management Committee all dinghy sailing events. To draw up a programme and maintain records thereof, issue sailing instructions and instructions to Duly Officers.

(ii) To promote and organise Open Events and Regional and National Championship Meetings at the Club.

(iii) To present to the Management Committee the proposed Annual Sailing programme for approval.

(iv) To make such regulations as are necessary for the control of sailing events within the rules prescribed by the Royal Yachting Association.

(v) Where the R.Y.A. rules are "silent" or optional then to decide upon such rules as are appropriate in the circumstances;

(vi) Acquire, maintain and control the safety and committee boat and such gear as is necessary for the pursuit of the race programme subject to the financial approval of the Management Committee;

(vii) To arrange and control the qualification of safety boat drivers and issue written instructions to each qualified safety boat driver;
(viii) The Dinghy Sailing Committee shall select as "Club Recognised" those dinghy classes which have more than a Club decided minimum number of boats regularly participating in Club rates. Measurers to be appointed as appropriate.

The Committee to meet once per calendar month.

(d) **YACHT SAILING COMMITTEE**

The Committee shall consist of:

The Rear Commodore (Keelboat Racing)
The Rear Commodore (Cruising)
Eight Full or Family Members

PURPOSE

(i) To arrange and manage on behalf of the Management Committee all yacht sailing events. To draw up a programme and maintain records thereof and issue detailed sailing instructions, and instructions to Duty Officers;

(ii) To promote and organise Open Events and Regional and National Championship meetings at the Club.

(iii) To present to the Management Committee the proposed Annual Sailing Programme for approval.

(iv) To make such regulations as are necessary for the control of sailing events within the rules prescribed by the Royal Yachting Association.

(v) Where the R.Y.A. rules are "silent" or optional then to decide upon such rules as are appropriate in the circumstances

(vi) Acquire and maintain such gear as is necessary for the pursuit of the race programme subject to the financial approval of the Management Committee;

(vii) The Yacht Sailing Committee shall select the classes into which the yachts racing shall be divided, and appoint measurers as appropriate;

(viii) To encourage Cruising Yachtsmen to join the Club. Arrange lectures, maintain with the assistance of members a members chart and pilot book register. Arrange cruises and list members who can offer advice relating to cruises in specific areas.

The Committee should meet once every calendar month.

(e) **POWER AND SKI COMMITTEE**

The Committee shall consist of:

Rear Commodore Power and Ski

Six Full or Family Members

The Chairperson shall be the Rear Commodore Power & Ski.

The Committee shall elect from their number a person to be Secretary.

PURPOSE

(i) To manage and arrange on behalf of the Management Committee all power and ski events, draw up a programme and maintain records thereof.

(ii) Present to the Management Committee the proposed Annual Events programme for approval.

(iii) To make such regulations as are necessary for the control of the power and ski events within the rules of B.W.S.F and B.S.A.C or any other nationally recognised water sports body.

(iv) Where the National Associations are "silent" then to develop such rules as are appropriate in the circumstances.

The Committee to meet once per calendar month.

(f) **TRAINING COMMITTEE**

The Committee shall consist of:

The Training Principal

Six Qualified Trainers

Two Full or Family Members

The Chairperson shall be the Training Principal.

The Committee shall elect from one of their number to he Secretary.

PURPOSE

(i) To be responsible to the Management Committee for all aspects of training;

(ii) To determine present and future training requirements within the Club, Schools, Youth Organisations and the community at large.

(iii) In conjunction with the Dinghy, Yacht and Ski Committees select, recruit and organise the training and qualifications of trainers;

(iv) To appoint from their number for each of the Committees in (iii) a liaison person;

(v) To obtain, maintain and control the use of all boats held for training purposes, gear, training room, equipment and storage areas;

(vi) To compose safety operating procedures and display on Club notice boards.

(vii) To maintain a training account showing income and expenditure reporting to the Treasurer;

The Committee to meet once per calendar month or as necessary.

(g) **BAR COMMITTEE**

The Committee shall consist of:

The Chairperson Bar as elected at AGM
The Treasurer
Vice Commodore
Immediate Past Commodore

PURPOSE

(i) The Committee is responsible to the Management Committee for the safe and efficient operation of the Bar facility and room lettings;

(ii) To ensure the Club conforms to and meets all legal requirements relative to the operation of the Bar and room lettings;

(iii) To formulate rules controlling the use of the Bar and room lettings.

(iv) To determine once every three months the Gross Margin earned and to make a report to the Management Committee;

The Committee to meet at least once per calendar month, bar Committee Chairman reporting to the Management Committee.

(h) **SOCIAL COMMITTEE**

The Committee shall consist of:

Chairperson as elected at the AGM
Up to ten Members representing all of the various sections of the Club.

PURPOSE

(i) To determine and issue a Social Events Programme, including a Start of Season Event and Annual Dinner & Prize-giving;

(ii) To maintain a Social Committee account showing Income and Expenditure and reporting to the Club Treasurer.

The Social Committee to meet once per calendar month. Chairperson Social Committee reporting to the Management Committee.

(i) **KAFIGA LANDINGS COMMITTEE**

The Committee shall consist of:

Chairperson

Three Full or Family Members.

The main Committee will appoint a Chairperson to chair the tripartite Kafiga Management Committee.

PURPOSE

(i) To represent the Club's interests on the Kafiga Management Committee;

(ii) To present to the Main Committee the Annual Accounts of the Kafiga Landings Committee;

(iii) To process applications for berths at Kafiga landings;

(iv) To ensure that the conditions attached to the licence to operate the moorings are complied with;

The Committee will meet as required and prior to a Kafiga Landings Management Committee Meeting.

(j) ON-THE-WATER COMMITTEE

The Committee shall consist of:

Vice Commodore (Chair)

The Chairpersons of the:
Dinghy Committee
Ski and Power Committee
Yacht Committee

Training Principal

and a representative of the Social Committee

PURPOSE

(i) To co-ordinate on-the-water activities;

(ii) To prepare a programme of events and to co-ordinate with other Club regattas and events, NECRA regatta and events and major dinghy regattas. Programme to be ready for issue by 31 January each year;

(iii) To allocate specific tasks relating to control of race provision and placing of race markers

The Committee shall meet at least every three months or as required.

(k) **BUILDING COMMITTEE**

The Committee shall consist of:

Chairperson Buildings Committee
Three Full or Family members

PURPOSE

To be responsible to the Management Committee for:

(i) The maintenance of the Clubhouse, car park and storage areas and ramp;

(ii) Preparation of maintenance schedules;

(iii) Arranging Working Parties to carry out building and maintenance work

(iv) Appointing contractors to carry out building work;

(v) Maintaining a key register and key board;

The Committee shall meet at least once every quarter.

25. **FINANCIAL MANAGEMENT**

(a) APPLICATION OF FUNDS

No property of the Club or gain arising from the operation of the Club including profit from the sale of intoxicating liquor shall be applied otherwise than for the benefit of the Club.

(b) **APPLICATION OF GRANTS**
To be applied for the purpose for which they were granted

(c) **DISCLOSURE OF INTEREST TO THIRD PARTIES**
A member of the Management Committee, of a sub-committee or any Officer of the Club, in transacting business for the Club, shall disclose to third parties that they are so acting.

(d) **LIMITATION ON MEMBER'S LIABILITY ACTING ON BEHALF OF THE CLUB**
The Management Committee, or any person or sub-committee delegated by the Management Committee to act as agent for the Club, shall enter into contracts only so far as expressly authorised.

(e) **MEMBERS INDEMNIFICATION**
In pursuance of the authority vested in the Management Committee by members of the Club, members of the Committee and anyone acting on their behalf are entitled to be indemnified by the Club 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.

(f) **REVIEW OF FEES AND SUBSCRIPTIONS**

(i) The Management Committee to review and determine fees and subscriptions at least 4 weeks prior to the start of the subscription year.

(g) **SUB-COMMITTEES**

(i) Each Sub-Committee to prepare and submit to the Management Committee an annual budget for approval at least six weeks prior to the Fees and Subscription "review meeting".

(ii) The Sub Committee Chairpersons to include in their monthly report to the Management Committee the financial activity of their Sub-Committee;

(iii) The agreed budget may only be applied in respect of those items approved within that budget;

(iv) Ad hoc projects involving finance must be agreed by the Management Committee;

(v) When urgent expenditure is required of a non-routine or Capital nature exceeding £500 then approval must be sought from a specially convened Management Committee;

(vi) No expenditure over £500 should be considered without first obtaining competitive quotations preferably from three sources;

(vii) No unlimited open ended expenditures to be embarked upon;

(viii) The Management Committee will determine in respect of each Sub-Committee a spending control for routine expenditure;

(h) **PAYMENTS FOR GOODS OR SERVICES**

All claims in respect of goods or services supplied to the Club should he supported by a voucher that is acceptable to HM Customs & Excise, as a VAT receipt.

26. **GENERAL MEETINGS**

(a) The summoning and conduct of General Meetings will be in accordance with the Articles of Association, and such a meeting shall be called by giving 21 days clear notice in writing to members;

(b) An Annual General Meeting will he called each year of a time and date determined by the Management Committee in accordance with current legislation. The business of the meeting shall be for:

Adopting the Annual Accounts

Election of Officers

Election of Committee members

Appointment of Auditors or Independent Accountants. In the event that the person(s) is/are unwilling to act, the Management Committee will appoint a substitute

Any ordinary business that the Management Committee may decide to include in the notice convening the meeting.

A Full or Family Member wishing to raise a matter at the AGM must put it in writing to the Club Secretary seven days before the meeting.

(c) The Management Committee may at any time call a General Meeting of the Club membership for a specific purpose. The discussion at such a meeting shall be confined to the business notified to members in the notice convening the meeting.

(d) Not less than ten per cent of voting members may join together and requisition a General Meeting. The requisition must state the objectives of the meeting and must be signed by the requisitors and deposited at the registered office of the Club. The requisition may consist of several documents in like form each signed by one or more of the requisitors, and be in accordance with the procedure outlined in the Club's Articles and Memorandum of Association.

(e) Members who do not have voting rights (Associate, Student, Cadet, Outport, Social and Honorary) may attend the Annual General Meeting/Special General Meeting.

SECTION 7 - VISITORS

27. **SOCIAL GUESTS**

Any member (other than temporary) may introduce as a social guest any person, provided that:

(a) The name and address of the person is entered in the visitors' book provided for this purpose and the entry countersigned;

(b) The member is responsible for the good conduct of his guest;

(c) At no time leaves the Club premises while the guest is on the premises unless he is participating in Club activities;

(d) No guest may purchase alcoholic drink if they have not had their name and address entered in the visitors' book and the entry countersigned by the introducing member. No guest may purchase or consume alcohol on the premises if under 18 years.

(e) Not more than three guests at any one time.

(f) The same person may not be a guest in the Club on more than six occasions in any one year.

28. **SAILING GUESTS**

(a) A Full and Family Member may invite for the purpose of an introduction to sailing not more than four guests in one day and may not introduce the same person more than 6 times over a period of a year. Following this period the person would no longer be eligible to be regarded as a 'Sailing Guest".

(b) The Rules set out in 26 of this section apply as appropriate. 27?

29. **MEMBERS OF RYA**

(a) A member of any club recognised by the Royal Yachting Association may be authorised to use the Clubhouse and facilities by any member of the Management Committee. Such authorisation shall specify between which dates, not being more than 14 continuous days.

(b) The Rules set out in 26 of this section apply as appropriate.

30. **COMPETITORS & PERSONS ASSOCIATED WITH COMPETITORS**

(a) Any person who is competing (and an associated person) in any race sponsored, organised or authorised by or on behalf of the Club may use the Club premises and facilities within a period of 24 hours before and after the race in which they are competing.

(b) The Rules set out in 26 of this section apply as appropriate.

(c) A welcome will always be given to visiting crews. A Management Committee member must be made aware of their presence and arrange for them to be given every courtesy. The Commodore will determine the period of usage of the Club, which generally will not exceed 14 days for each occasion.

(d) The Rules set out in 26 of this section apply as appropriate.

31. **EXPULSION**

The Commodore, Vice-Commodore, Honorary Secretary or any two members of the Management Committee may expel any person who is a visitor or temporary member.

SECTION 8 - BAR FACILITY

32. **BAR FACILITY**

(a) No person under the permitted legal age whether member or visitor may purchase or attempt to purchase intoxicating liquor in the Club or consume intoxicating liquor on the Club premises.

(b) Permitted hours for the sale of intoxicating liquor in the Club are as laid down by current legislation subject to any extension of the permitted hours lawfully granted from time to time.

(c) Opening hours to be posted on the Club notice board.

SECTION 9 - MISCELLANEOUS

33. **MEMBERS' BOATS**

(a) No member letting his boat shall leave on board or permit to be used any Club burgee which the hirer is not entitled to fly.

(b) Every boat/skier must be covered by insurance against third party risks in a sum determined by the Management Committee (which at present is £1 million). Proof of insurance is to be presented to a person appointed by the Management Committee, when requested to do so.

34. DAMAGE TO CLUB PROPERTY

A member shall not knowingly remove, injure, destroy or damage any property of be Club and shall make restitution for the same if called upon to do so by the Committee or by the (Club) Secretary upon the instructions of the Committee.

35. **EXHIBITING OF NOTICES**

A member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without permission of two officers of the Club.

36. **SUGGESTIONS**

All suggestions shall be entered in the Suggestion Book and signed by the member.

37. **ADMITTANCE OF CHILDREN**

A child under 16 must always be supervised by an adult throughout the period they are on the Club premises.

38. **OPENING OF CLUB PREMISES**

The Club premises shall be open to Full, Family, Associate and Honorary members at such times as the Management Committee shall direct.

39. **TITLES OF HONOUR**

(a) The Management Committee may propose for approval at a General Meeting that the title of Honorary Rear Commodore or Honorary Member be bestowed on a member for significant contribution to the Club;

(b) Honorary Rear Commodores shall have the privileges of flying a Rear Commodore's broad pennant.

(c) Honorary Members have the full use of the Club and facilities and do not pay subscriptions.

40. RAMP USE

Anyone wishing to launch during a cadet session or sail training session must contact the person in charge to get permission before they move a boat in the compound or launch

41. SPEED LIMITS FOR ALL CLUB MEMBERS

Within the outer piers, all club vessels must restrict their speed to 4mph. The only exception to this rule is for club safety boats in an emergency.

42. USE OF CLUB POWER BOATS

All drivers of Club Power Boats should meet the following criteria

a) have an RYA Level 2 certificate or equivalent.
b) be 18 years old or over.
c) supply THYC with copy of their Certificate.

Exceptions to the above criteria

1) RYA Dinghy Instructors aged over 16 and holding a RYA safety boat certificate.

2) Anybody may drive the boat if being supervised by a person in the boat, meeting the above criteria.

Attention is brought to the use of club boats with a driver who has an RYA level 2 Certificate, the maximum operating range is 3 miles from the clubhouse. For longer trips the driver requires an RYA advanced power boat certificate of competence or equivalent. The Club must have a copy of this certificate. Club boats are not equipped to operate outside the 3 mile range.

43. USE OF SOCIAL MEDIA

Only nominated committee members are authorized to speak on behalf of the Club. Members should treat each other with respect and not use social media in a way which could bring the club into disrepute. Members should apply common sense in their use of social media and if there is any doubt, refer to the RYA's "Guide To Using Social Media". You are responsible for your social media postings – make sure your posts are accurate and are not misleading or damaging. Irresponsible or offensive posts could lead to disciplinary action being taken against you.

44. MOORING RULES See separate document.

45. COMPOUND RULES

1. General

* The club compound is for the storage of boats and for activities associated with the use of boats

* Pedestrians and boats have priority over motor vehicles.

* Members must maintain the security of the compound and ensure that gates are locked when the compound is unattended.

* Members are required to help ensure that the compound is kept tidy and clean.

* No animals are permitted in the club building (except assist dogs).

* Children must be adequately supervised.

2. Vehicles in the compound.

* Speed limit for all vehicles in compound is 5mph

* Vehicles must be driven with special care

* vehicles should not be used in the compound except for :-
Movement of boats where manhandling is impractical or Loading / unloading.

Parking is not permitted in the compound parking bays 1st April to 31st October and Sundays all year.

the only exceptions to this rule are:

a. blue badge holders
b. permit holders (issued by the main committee only)
c. members may park next to their boats while working on them, but must not leave their car unattened

3. Use of the Launching Ramp.

* Boats participating in organised club events have priority access to the ramp for launching & recovery.

* The concrete paved area above the ramp gates is for the purpose of manoeuvring boats & for the rigging / de-rigging of sail boats. After launching, man-handled dinghy launching trolleys must be parked so as not to obstruct the ramp access or the manoeuvring of other boats & vehicles.

* Vehicles & road trailers when used for launching or recovering boats from the ramp must not be left parked on the concrete paved manoeuvring/rigging area or on the roadway leading to the main gates. After launch or recovery they must be moved clear of this area.

* The washdown facility is generally for the purpose of washing salt from boats including outboard motors following recovery, it should not be used for any unrelated purpose including the disposal of waste.

4. Storage of Boats & Equipment.

* This facility is only for the use of paid up boat owning Club members.(such rights may be granted to temporary members) The appropriate storage fee must be paid.

* Storage is charged on an annual basis by the area that the item takes up. Length of item will include trailers, engines and masts. Maximium width of item will include trailers and cradles. Measurments will be rounded up to the next 0.1 meter

* Minium storrage charge is for 5m2

* Winter storrgae is charged at 50% of the annual rate (max 5 months). Full minium charge applies.

* Members joining afer May will be given reduced rate for storrage. Based on full or part months.

* Items on mast rack will be charged – (must be clearly marked with membership number)

* Allocation of space is to be determined by the Management Committee or appointed sub-committee, taking into account :-
Efficient use of space.
Level of participation in Club activities.
Overall frequency of use.
Order of receipt of any late payment.

* Payment of a storage fee does not guarantee an allocation of space.(Fees will be returned if a place cannot be allocated)

* Property is stored at the owners risk (this includes theft or damage) & the owner is responsible for ensuring that their property does not present a risk to other persons or property & for maintaining appropriate third party insurance.

* All property must be clearly marked to identify the owner & should display any labels issued to confirm payment of fees.

* Owners or their representative must check their property for security at least monthly.

* Reasonable notice by the Club will normally be given if it becomes necessary to move members property however the committee reserves the right to move property without notice if there is an urgent or unforeseen need.

* Unsecured, neglected or unidentified property may also be moved without notice.

* Any tie-down stakes must be flush with the ground so as to prevent damage to boats, tyres & feet.

* Electricity may be used from the supply points on payment of the correct charge, but may not be left in use unattended.

5. Abandoned Boats

* If at any time, any fees payable to the Club by any member or former member shall be three months or more in arrears and if any property belonging to that member is remaining on the Club premises then the Committee may :-

a) Move the property to any part of the Club premises without being liable for any loss or damage to the property, howsoever caused.

b) Give one month's notice in writing to the member or former member at his last known address, as shown in the Club register & thereafter sell the property & deduct any monies due to the Club (whether by way of arrears of subscriptions or annual payments,mooring fees, dinghy park fees or otherwise) from the net proceeds of the sale before accounting for the balance (if any) to the member or former member.

c) Alternately if the property is not saleable after giving notice to the aforesaid,dispose of the property in any manner that the Committee may think fit & deem the cost of doing so including any arrears as aforesaid to be a debt owed to the Club by the member or former member.

Provided always that :
Proper evidence is available to show that all reasonable steps have been taken to trace a member or former member and that when or if the vessel is sold the proceeds of the sale(less any debt by the member or former member to the Club) shall be placed on bank deposit account & retained against the eventuality of a claim by the owner (whether he be the said member or former member or otherwise) for a period of 6 years. In accordance with RYA guidance.

46. **HOUSE RULES** See separate document.

47. **USE OF CLUB TRACTOR**

All drivers of the club tractor should meet the following criteria

a) Have a full UK driving licence with full trailer entitlement
b) Be 18 year old or over
c) Driving Licence needs to be electronically checked on line.
d) Have been trained on the use of the tractor
e) Signed to say that if their driving licence status changes they will inform the club
f) Their name appears on a list of named drivers on the notice board outside the training room, the garage door and on the tractor.

Exceptions to the above criteria

1) Only if being trained on the use of the tractor and they must meet a) to c) in the criteria above.

48. **ALCOHOL POLICY**

Any person working for or representing THYC shall not be under the influence of ALCOHOL, DRUGS OR OTHER SUBSTANCES.

This includes Sub contractors, Race Officers, Safety representatives, Members and Guests operating equipment belonging to or operated on behalf of THYC.

Random Drug and Alcohol tests may be carried out with authority of the THYC Management Committee.

Any person who appears to be under the influence of Alcohol or Drugs while carrying out the above mentioned rolls, may be asked to stop the task immediately and face disciplinary action.

Also see RYA Guidelines on Alcohol and Boating.

49. **KAFIGA RULES**

The Kafiga moorings are a facility run in conjunction with Kafiga Landings Association and available to THYC members with the cooperation of KLA incorporating the rules published by them. This facility allows quick access to the sea at any state of the tide, is primarily for the benefit of active club members, particularly the cruiser racing fleet who will get priority on the waiting list but

other club member/yacht owners may be offered a berth if one is available. The THYC Kafiga Committee is hereafter referred to as the committee.
Active club members are those using their boat at least once a month.

1. Qualification
a. Boat owners must be a Full or Family member of the club.
b. The sailing vessels must be over 21' 6" (6.58m) and under 35' 0" (10.66m) (excluding bow sprit), with fixed accommodation.

Vessels which do not qualify may be allocated moorings on a temporary basis, if moorings are available, on the understanding that they will vacate the mooring immediately at the request of the committee.

2 Moorings will be allocated on a points basis as follows:-
a. 1 point for each continuous year of membership (Single or Family).
b. 1 point for each year of ownership of a sailing vessel that would qualify for a mooring without being allocated a mooring because of unavailability.

3 Terms
a. A berth available because the normal berth user is not using it will be offered on a temporary fixed term basis.
b. Any user who is deemed to be not actively using the facility will be given a 3 month written notice before the end of the year if required to remove their boat at the year end.
c. Anyone given notice can appeal to the THYC Management committee if there are extenuating circumstances within 30 days of the notice. The Management committee will hear the appeal and make a final decision.

4 Application
a. Prior to making a formal application the committee should be consulted to ascertain the availability of moorings.
b. A formal application should be made in writing to the committee. The committee will allocate a mooring or enter the applicant onto the waiting list as appropriate.
c. A moorings list, including the waiting list will be maintained & published on the THYC notice board.

5 Mooring Fees
a, The mooring yearly fee commences the 1st April.
b, In the event of a part year mooring fees will be calculated pro rata. First year only
c. Annual mooring fees will be billed in March and are payable within 28 days of postmark/email. If payment is not made by the due date the mooring may be forfeit, reallocated and the member will have to reapply to go on the waiting list. If you have a problem paying your bill, please contact the club commodore in confidence commodore@thyc.org.uk
d, Fees will be set by the club.
e. If a mooring holder changes their vessel, the mooring will continue until they get their new vessel providing the mooring fee has been paid, the new vessel qualifies and fits the available space (if it does not fit they will go top of the waiting list). On purchase of the new vessel the documentary evidence of the purchase, the date, type, name, overall length and beam. A pro rata adjustment may be appropriate.
f. Where a mooring holder ceases own the boat they must be remove the boat from the moorings immediately. A pro rata refund may be paid.
g. If a mooring holder does not own a vessel for a period of a year then the mooring will be reallocated.
h. If a mooring holder is aware, because of business or other commitments, that they will not be using their mooring for a full year and they:
- advise the committee
- remove their vessel
- pay 50% of the mooring fees

Their mooring rights will be protected. The committee may reallocate the mooring on a temporary basis. Any income from this would go to the club.

4. Active Use
a. Mooring holders who will not be using their mooring for 4 weeks or more to must advise the committee.
b. Vessels on the mooring that are not being regularly used, may forfeit their right to a mooring unless agreed by the committee. The vessel owner must inform the committee their intention not to use their vessel giving a reason e.g ill health (copy to the club secretary). If the committee is not happy with reason you may be asked to remove your boat. The holder may appeal in writing to the committee within 30 days of this communication and must remove the vessel within that 30 day notice period unless the appeal is successful. An appeals committee will review the circumstances. Their decision is final.

5. The Berths
a. Mooring holders may only moor the vessel notified to the committee.

b. The committee will allocate berths and may reallocate berths as it sees fit.
c. Only the committee can temporarily reallocate vacant moorings.
d. Owners must ensure that their boat is adequately fendered and moored, with particular responsibility for the West (Victoria Dock) side of their boat. Further fendering shall be put on the stern quarters on both sides.
e. Mooring holders may, in exceptional circumstances (e.g. major repair to the moorings) be asked to move their vessels for a period of time.

6. Sailing vessels jointly owned
a. All partners to be single or family members of the club.
b. Points will only accrue to the person nominated as the primary partner who will make the mooring application.
c. In the event that the primary partner changing, the vessel will no longer have a mooring, unless the new primary partner qualifies under the points system.

7. All boats must have a minimum of £3,000,000 third party insurance and signed and returned there Club invoice.

8. The Kafiga Landings Association issue general rules concerning the use of the Kafiga Landings. These rules (below) must also be adhered to. Failure to do so may result in forfeit of the mooring.

9. Exceptions to these rules will only be made with the approval of the Management Committee.

50. Dogs in the Compound / Outside Bar Area

This policy outlines our rules for bringing, caring for and supervising dogs on the club premises.

Who this policy refers to

This policy relates to all members and guests who wish to bring their dogs on to the club premises.

Items in brackets are suggestions / discussion points.

Owner Responsibility
- Dogs must be supervised at all times, while on the club premises.
- Owners are solely accountable and responsible for their dog's behaviour.
- Dogs must be walked only in permitted areas.
- Owners should clean up after their dog and removed from site, dog mess MUST NOT be placed in the yacht club bins. (Should we provide a dedicated bin for dog mess?)
- Owners must make sure their dogs do not wander into restricted areas. Dogs must be kept on a lead at all times.
- Make sure their dog does not endanger themselves or others.
- Make sure their dog does not damage yacht club or members property.

THYC Responsibility
- Provide a happy and healthy dog friendly environment. (Provide water bowls & treats)
- We will ensure all employees, members and visitors feel safe.
- We will take employees and member's concerns seriously and investigate as soon as complaints are received.
- Ensure that "Owner Responsibilities" (above) are being followed / adhered too.
- Committee members and THYC employees have the right to instruct members and guests to leave the premises immediately if any of the "Owners Responsibilities" (above) are being breached.
- We have the right to review and make reasonable adjustments to this policy as and when required to ensure the safety and well-being of our members and employees.
  Inclusivity

This policy does not apply to service/assistance dogs. They are allowed to move freely with their owners. If any problem arises because of service dogs, we will make appropriate accommodations to resolve it.

Restriction

(Section to include / identify restricted areas)

Liability Statement

In consideration of an owner bringing their dog onto the premises of THYC. The dog owner does hereby unconditionally agree to take any and all liability, claims, demands, actions and causes of actions arising out of or related to any loss, damage or injury that may be sustained by any person, other dog or property in connection with or related his/her dog within the yacht club premises.

The dog owner further hereby agrees to take full responsibility of the actions of their dog and protect and indemnify THYC from any loss, damage, liability and expense, including legal fees, that maybe incurred as a result of injuries to persons or other dogs or damage to property, directly or indirectly associated with the member / guest bringing his/her dog onto the yacht club premises.

51. **NEW RULES, AMENDMENTS AND ALTERATIONS**

The Management Committee shall make such Rules as it shall from time to time think fit

52. These Rules are made under the provision and authority of the Articles of Association and are subject and subordinate to the Memorandum and Articles of Association of the Club.

Original approved by the Main Committee on 14 April 1998
Revision No. (1) April 2003
Revision No. (2) April 2005
Revision No. (3) September 2008
Revision No. (4) February 2009
Revision No. (5) March 2009
Revision No. (6) April 2009
Revision No. (7) June 2009
Revision No. (8) June 2010
Revision No. (9) June 2010
Revision No. (10) November 2013
Revision No. (11) March 2014
Revision No. (12) June 2015
Revision No. (13) August 2015
Revision No. (14) June 2016
Revision No. (15) March 2021
Revision No. (16) April 2021
Revision No. (17) June 2021
Revision No. (18) October 2026