



# Rules and Bylaws of Spinnaker Sailing Club 2021

The headings are provided for convenience and do not affect the meaning of any clause.

1. The present rights and privileges of each category of Membership are set down in the Membership matrix and shall be generally as below.

All Members are subject to the Rules and Articles of Association of Spinnaker Club (the Articles) and the Rules and Bylaws contained in this document.

The annual membership term shall be from 1<sup>st</sup> January to 31<sup>st</sup> December of the year of your subscription. All memberships are non-refundable and non-transferrable.

**An ADULT MEMBER** shall have the full use of all the Club facilities.

**A FAMILY MEMBER** shall have the full use of all the Club facilities.

**A JUNIOR MEMBER** shall have the full use of all the Club facilities subject to Rule 8 of the Rules and Bylaws.

**A SOCIAL MEMBER** shall have the full use of the Club House facilities but shall not be permitted to sponsor, or be responsible for a Junior Member.

**A WINTER MEMBER** is a member having the same rights and privileges of an Adult Member or Junior Member (as the case may be). The start date for Winter membership is no later than the end of British Summer Time in the year of subscription and will terminate no earlier than the beginning of British Summer Time the following year from commencement.

An **HONORARY MEMBER** shall have the full use of all the Club facilities. Honorary membership is valid for the duration as awarded by the Committee.

An **ASSOCIATE MEMBER** shall have limited use of the Spinnaker Lake as prescribed within the Membership Matrix, with full use of the Club House facilities. Associate Members under the age of 16 shall not have use of the Club's facilities unless the Group to which they belong is present and under the authority of the Group leader. An Associate Member has the same rights and access to the Club and facilities as their group.

**A PAY AS YOU GO MONTHLY MEMBER** shall have the full use of the Club facilities but:-

- a) Shall have no right to introduce visitors to the Club or the facilities thereof.
- b) Shall have no right to take any part in the management of the Club.
- c) Is deemed to have notice of and impliedly undertakes to comply with the Club Rules and Bylaws and any other regulations as if he or she were a Member of the Club and so far as the said Rules and Bylaws and other regulations may be deemed to apply to such Training or Temporary Member.
- d) Shall have no right to store a boat at the club.

**A GROUP MEMBERSHIP** is for a recognized group where the membership and boat space fees are agreed in the form of a membership agreement between the Club and the Group. Members of groups are described as Associate members.

2. All Members (and any guest for whom they are responsible) are required to act responsibly at all times and shall treat other Members, users of the Club and all staff with courtesy and understanding.
3. Members shall respect Club property and items belonging to others. Any Member found to have caused damage to Club premises, Club safety boats, engines or other Club boats by reason of a willful act or negligence, or whilst acting without due care and attention, shall make restitution and will be liable for the costs of repair associated with the same if called upon to do so the by the Committee



4. A Member shall be liable to immediate forfeiture of rights or expulsion by the Management Committee on the grounds of:-
  - a) Violent or abusive action or language towards any person at the Club.
  - b) Theft (this includes the removal or "borrowing" of any boat, fitting, clothing or accessory without the owner's permission).
  - c) Willful damage or acting in a negligent manner which causes damage to property or endangers life.
  - d) Any failure to comply with the Rules and Bylaws and the Articles of Association and any other regulations of the Club.
  - e) Failure by any guest for whom they are responsible to comply with the Rules and Bylaws and the Constitution and any other regulations of the Club.
  - f) Any conduct that, in the opinion of the Management Committee, is either unworthy of a Member or otherwise injurious to the interests of the Club. In the first instance the forfeiture of rights or expulsion will be on a temporary basis, pending a review by the Management Committee.
5. Any Member shall settle any indebtedness for refreshments or otherwise before leaving the Club premises.
6. Members shall enter the names of all guests in the Visitor's Book or it's online equivalent. Not more than three guests may be introduced in any one day and the same guest may not be introduced more than six times in any calendar year.
7. Skating, bathing and fishing are prohibited at any time.
8. All children aged under sixteen years must be accompanied and supervised by a Family Member over the age of eighteen or a responsible Adult Member.
9. Any person on or about the lake is there solely at their own risk and liability. In addition, any person under the age of sixteen on or about the lake is there at the risk and liability of their parents or guardians in all things.
10. Trespass on land other than the Club premises is not allowed. Except in an emergency there is no right of access of any kind to any land bordering the lake except the Club premises which extends from the slipway at the Western end of the Dinghy Park to the furthest extent of the Dinghy Park to the North East.
11. The Club maintains a policy and procedures in accordance with the Child Protection Act. All instructors, staff and volunteers are to comply with these procedures.
12. All dogs must be under control at all times on the Club premises. With the exception of assistance dogs, dogs are not permitted in the clubhouse under any circumstances. Clearing of any dog fouling is the controlling Members' responsibility.
13. No litter is to be left on the Club premises or anywhere in the vicinity.
14. Cars may only be parked in areas designated for such parking so as not to cause an obstruction to other cars, movement of boats or to the approaches to the Club premises.
15. The Club premises shall be open to Members at all times. It is the responsibility of the last Member to leave the Club, at any time during the day, to ensure the Club House is locked and **both** gates secured with the padlocks provided.
16. The sale of intoxicating liquor from the bar will be at such hours as decided by the Committee subject to any restrictions imposed by the Licensing Justices.
17. When scheduled Club racing or an open meeting is taking place, other activities on the lake may take place only with the agreement of the Race Officer in an area designated by him or her.
18. Lifejackets, or buoyancy aids to an approved standard must be worn by all persons when afloat in any craft and additionally by all Junior Members when in the vicinity of, or on, any pontoon, jetty or water frontage.
19. Either wet or dry suits must be worn when sailing, paddle boarding, wind surfing, or canoeing between 1<sup>st</sup> November and 31<sup>st</sup> March,



20. It is the sole responsibility of each person to wear clothing and safety equipment appropriate to the activity undertaken.
21. All craft using the lake must have adequate insurance, to include a minimum third-party cover at the level recommended by the RYA.
22. All members shall be responsible for clothing and other equipment which is brought to the Club. The Club reserves the right to sell or otherwise dispose of any equipment deemed by the Committee or its representatives to be lost property and any proceeds of sale shall be retained by the Club.
23. Smoking is not permitted under any circumstances in the area bounded by the slipways adjacent to the Club House, the waterfront in front of the Club House, the perimeter fence behind the Club House or around the Race Hut. ALL cigarette butts are to be picked up and put in an appropriate bin.

## DUTIES

24. Club Members are expected to undertake duties to assist with Club events and racing. Members will be fined for failing to turn up for duty or for failing to find a suitable replacement for their duty. The Sailing Committee, may at their discretion, waive this fine in exceptional circumstances, but may request the Member's presence at a Committee meeting to explain their reason for letting down the Club. Failure to discharge the fine within 30 days will result in Membership being cancelled. For Members who are unable to do Club duties there is the option to pay to "opt out" either at the time of joining the Club or at renewal time each year. Current prices can be found with the membership fees.

## CLUB BOATS

25. Members entitled to hire Club boats shall complete the booking online. Payment of the hire charge must be made before use. After use, a dinghy must be returned to its place in the Dinghy Park, the cover securely fitted, the sails neatly stored, the ties to the ground made fast and any damage or faults reported.
26. There are Club racing dinghies available for hire for use in organized racing or training, subject to the rules for use. These dinghies are kept padlocked and their use controlled by the Club Boatswain, any Committee Member or the Race Officer.
27. The specific rules for the use of racing dinghies are online. After use a dinghy must be returned to its place in the Dinghy Park, the cover securely fitted, the sails neatly stored, the security lock replaced, the ties to the ground made fast and any damage or faults reported.
28. Payments for the use of all Club boats **must be made prior** to their use.
29. All damage must be notified to the club boatswain either in person or via email. The Club reserves the right to claim payment for any damage. Failure to abide by these rules may result in further use being denied.
30. Lost rudders and dagger boards must be paid for in full.
31. It is a condition of hire of club boats that members provide their own buoyancy aid.

## POWERED CRAFT

32. Only the club's authorized power craft are permitted to be used on the lake.
33. Only drivers holding RYA Powerboat Level 2 Certificate or higher may operate powered craft on the lake. An appropriate "kill cord" **MUST** be used and correctly attached to the driver when the engine is running.
34. The powered craft can be used for authorized training, course management, and Club race/safety duties only, unless expressly authorized by the Sailing Committee or their representative.



35. Members who are authorized to use the Club powered craft shall enter their details in the Club Powerboat Log Book on each occasion of use. They shall ensure the boats and engines are left secure and all keys returned. Any damage or defect noted during use must be recorded in the Log Book.
36. Drivers of any powered craft under motor must be sixteen or over unless under instruction on an approved training course or under the direct supervision of the chief instructor, Training Centre Principal or other such person given express authority by the Committee.
37. Members who are under sixteen years of age may be in attendance in the powered craft when it is safe and appropriate to do so; Junior Members or Junior Family Members under the age of 12 **MUST NOT** be aboard when employed as a safety boat, unless being rescued.
38. Guests and visitors to the Club are not permitted to use the powered craft unless they are acting in a formal capacity at the behest of the Club.
39. If a Flag Officer, Race Officer or RYA Instructor views the driver of any powered craft to be acting irresponsibly or feels they are driving in an unsafe or inconsiderate manner, then they have the authority to instruct the operator to cease using the craft and ask them to leave the lake. Such instruction shall be complied with immediately.

#### **DINGHY PARK**

40. All members shall abide by the separately listed Berth conditions.
41. All members shall abide by the separately listed Disposal Conditions.