

Rules and Bylaws of The Spinnaker Club, Ringwood. 18th October 2010

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 Constitution of Spinnaker Club (the Constitution) and the Rules and Bylaws contained in this document.

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.

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

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.

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.

A TRAINING, TEMPORARY or TASTER MEMBER (which expression may include Members of another RYA recognised Club or organisation) shall have the full use of the Club facilities but:-

- (a) Shall have no right to enter Club races or regattas unless specifically authorised by a member of the Management Committee (the Committee) unless it is part of formal training with a Club instructor.
- (b) Shall have no right to introduce visitors to the Club or the facilities thereof.
- (c) Shall have no right to take any part in the management of the Club.
- (d) 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.

A WINTER MEMBER is a member having the same rights and privileges of an Adult Member or Junior Member (as the case may be) confined to the winter months (normally early November to the end of April).

Please also see the Membership Matrix at the end of the document.

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 wilful 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 by the Committee or by the Honorary Secretary upon the instructions of the Committee.
4. A Member shall be liable to immediate forfeiture of rights or expulsion by any Committee Member, the Club Administrator or the Training Centre Manager on the grounds of:-
 - Violent or abusive action or language towards staff or any other person at the Club.
 - Theft (this includes the removal or "borrowing" of any boat, fitting, clothing or accessory without the owner's permission).
 - Wilful damage or acting in a negligent manner which causes damage to property or endangers life.
 - Any failure to comply with the Rules and Bylaws and the Constitution and any other regulations of the Club.
 - 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.
 - Any conduct that, in the opinion of the 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 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. 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 (not being a Social Member) who has the authority of the Adult Member who sponsored their application or Membership renewal.
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 on a lead and under control at all times on the Club premises. Dogs, except assistance dogs, are 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 and the perimeter fence behind the Club House. 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 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 sailing 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 or canoeing between 1st November and 31st March, unless with the express agreement of the Training Centre's Chief Instructor who must be present at the time.
20. It is the sole responsibility of each person to wear clothing and safety equipment appropriate to the activity undertaken.
21. A rowing boat and the start boat are normally available for use in an emergency at all times. It is a Member's responsibility to check they are ready for use before sailing and their use is at a Member's own risk.
22. All craft using the lake must have adequate insurance, to include a minimum third party cover at the level recommended by the RYA.
23. 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.

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 dropping out within 14 days of their duty, unless they have found a suitable replacement. The 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. If the fine is not paid within 30 days, it will be added to the Member's renewal fee the following year. Failure to discharge the fine will result in Membership being cancelled.

CLUB BOATS

25. Members entitled to hire Club boats shall complete the booking form in the Hire of Club Boats folder and make payment for the hire charge before use. After use a dinghy must be returned to its place in the Dinghy Park, the cover securely fitted, the sails neatly stored and the ties to the ground made fast.
26. There are Club racing dinghies available for hire for use in organised 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. The specific rules for the use of racing dinghies are in the Hire of Club Boats folder. 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 and the ties to the ground made fast.
27. Payments for the use of **all** Club boats **must be made prior** to their use.
28. All damage must be notified in the Hire of Club Boats folder. The Club reserves the right to claim payment for any damage. Failure to abide by these rules may result in further use being denied.
29. Lost rudders and dagger boards must be paid for in full.

POWERED CRAFT

30. Only drivers holding RYA Powerboat Level II Certificate or higher may operate the Club powered craft on the lake. An appropriate "kill cord" **MUST** be used and correctly attached to the driver when the engine is in operation.
31. The powered craft can be used for authorised training, course management, and Club race/safety duties only, unless expressly authorised by the Training Centre Manager or a Flag Officer.

32. Members who are authorised 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.
33. 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 Training Centre Manager, Training Centre Principal or other such person given express authority by the Committee.
34. 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.
35. 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.
36. If a Flag Officer, Training Centre Manager, 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

37. It is the responsibility of the boat owner to ensure that sufficient active use has been recorded. Details of active use are maintained for organised Club events (e.g. Club racing). Any other use should be recorded in the "Pottering Log".

Any boat that sails on the lake at least twice in the three months ending 30th June and at least twice in the four months ending 31st October will be regarded as being in active use for each of those periods.

Any Member who has been allocated a space in the Dinghy Park who does not meet the active use criteria for the preceding period may lose their boat space.
38. The Dinghy Park is only available for the temporary storage of boats in active use and spaces may not be sublet, or the rights to use the space conveyed with the sale of any boat.
39. The spaces in the Dinghy Park shall be managed by the Committee in the interests of the Club.
40. Any boat that is derelict or is deemed by the Committee (or its nominated representative), not to be in a fit state to be used may on the orders of the Committee be removed from the Dinghy Park and stored in another location.
41. Notices may be issued by the Honorary Secretary or Club Administrator to request that the Dinghy Park (or part thereof) be vacated for up to four weeks in any calendar year.
42. The Club accepts no liability in any way whatsoever for any loss or damage to boats stored on the Club premises or any third party loss or damage caused by them.
43. Neither the Club nor any person acting on the authority of the Club shall be liable for any loss or damage to any boat or other equipment that is moved in accordance with or as a consequence of the Rules and Bylaws. Owners are advised to ensure that they are adequately insured for such risks during the period of storage.
44. Boats must only be stored in the space allocated and must be secured in such a way as to minimise risk of overturning or movement in high winds.
45. Every attempt must be made to secure halyards and rigging in such a way as to minimise noise generation during storage.
46. It is the Member's responsibility to keep the space allocated for his or her boat, clean and tidy and clear of weeds and rubbish.
47. Road trailers are not permitted in the Dinghy Park unless they are parked wholly within the Member's allocated space and do not encroach into any adjacent area or hinder the use of other Dinghy Park spaces.
48. Boats not stored on racks must be stored on launching trolleys that are in good working order.
49. The Committee (or its nominated representative) reserves the right to move or re-locate any boat to a new space within the Dinghy Park, and the owner will be notified of its new location.
50. Any boat that is not actively used may be moved out of the Dinghy Park to another location so long as the owner is given at least 30 days notice in writing of the proposed action, such notice to be sent to the last known address as notified by the owner. The owner will be liable for any costs that maybe incurred in moving their boat.

51. In addition to the powers given to the Committee under Clause 16 of the Constitution, 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 a boat the property of a Member or former Member remains at the Club, the Committee may:-
- (a) Move the boat to any part of the Club premises without being liable for any loss or damage to the boat howsoever caused.
 - (b) Give two month's notice in writing to the Member or former Member at his last known address as shown in the Club database and thereafter sell the boat and deduct any monies due to the Club, (whether by way of arrears of subscription or annual payments, Dinghy Park fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the Member or former Member.
 - (c) If the owner cannot be identified, a notice shall be placed on the boat and on the official notice board of the Club advising that the boat is to be sold. The notice shall be posted for a minimum of two months and thereafter the Club may sell the boat.
 - (d) Alternatively, if the boat is unsaleable, after giving notice in writing as aforesaid, dispose of the boat in any manner the Committee may think fit. The cost of so doing and any arrears as aforesaid will be deemed to be a debt owing to the Club by the Member or former Member.
 - (e) The Club shall at all times have a lien over Members' or former Members' boats parked or moored on the Club's premises or Club moorings in respect of all monies due to the Club, whether in respect of arrears of parking fees or subscriptions or otherwise.
 - (f) The Club may de-allocate any Member's boat space(s) without any further notice, regardless of whether the boat(s) remain upon the Club premises.

PROVIDED ALWAYS THAT:-

Proper evidence is available to show that all reasonable steps have been taken to trace the owner. That when and if the boat is sold the proceeds of sale (less any indebtedness by the Member or former Member to the Club) shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he or she be the said Member or former Member or otherwise) for a period of six years. Thereafter the amount plus any interest accrued will be transferred into the Club's bank account and assumed to be a donation by the Member.

The term "boat" used in this clause and elsewhere in these Rules and Bylaws shall include any kayak, windsurfer and any item of equipment (inter alia, trailers, trolleys, outboards or any other items) left on the Club premises.

Membership Matrix:

MEMBERSHIP	Access to RYA Training Courses / individual sessions	Permitted to have access codes to gates & Club House	Store a boat here	Use/hire Club boats	Participate in Oppy coaching	Participate in Topper coaching	Use Club outside of official training times	Take part in racing on Sundays and Wed evenings
FULL (Adult or Family)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Honorary	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Junior	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Training	Yes	No	No	Only during 1:1 or Club training.	No	No	No	No (unless part of training with an instructor)
Social	No	Yes	No	No	No	No	Yes	No
Winter	Yes	Yes	Yes	Yes, but at group hire rates	N/A	N/A	Yes	Yes
Taster (max 3 times)	Yes	No	No	Only during 1:1 or Club training or coaching.	Yes	Yes	No	No
Guest	No (would need to take out Training Membership)	No	No	No (may sail a 2 person boat if sailing with Club Member).	No	No	Yes (if accompanied by a full Member)	Yes (if accompanied by a full Member)
Associate Member (of affiliated groups)	Yes	Yes	No	No (Club boats may only be used with the express, pre-arranged written permission of a Club Official)	Only if using boats belonging to their group, and for which they have authorisation to do so. Under 16s must be accompanied by an Adult Club Member .	Only if using boats belonging to their group, and for which they have authorisation to do so. Under 16s must be accompanied by an Adult Club Member .	Yes, for participation in Club organised events and racing only (bearing in mind they cannot hire Club boats (unless advance written permission has been obtained); and may only use their groups boats with their leaders authorisation).	Yes (bearing in mind they cannot hire Club boats (unless advance written permission has been obtained); and may only use their groups boats with their leaders authorisation).
Non-Member (open meeting participant etc)	N/A	Only with permission from Club Official	Only with permission from Club Official	No, Except ETT and Fevas and for Club events	No	No	No, except with permission from Club Official	No

NB: anyone wishing to try sailing to see if they “like it”, before becoming a “full Member” should become a “training or taster Member” first and take tuition with our training instructor. Oppy/Topper coaching is **NOT** open to non-Members, except Taster Members for the period stated. The above may be the subject of separate payment.