



## Club Rules & Regulations

The Rules of the club form a contract between the club and each individual member. Despite the fact that a person may no longer be a member, the rules amount to a contract between the club and each individual member and there is no reason in principle why certain rights and obligations under the contract should not continue, even after the expulsion or retirement of a member.

### Fees, payments and arrears

1. Once a membership form or payment has been sent to the club, membership & any storage agreements requested will not begin until all required payments have been received, processed and cleared in full.
2. In the event that the club receives the wrong sum of money with an application for membership or storage: (i) If the difference is small we may process the payment and then request any outstanding monies or refund as necessary. (ii) If the difference is large we may return the payment to you and advise of the correct amount due. (iii) In both cases membership and any storage agreements will not be able to begin until payments are finalised.
3. If, at any time, membership fees should fall into arrears the club reserves the right to suspend a membership. This will prevent the member and anyone else covered under the affected membership from taking part in any club activities until all dues are settled or membership is formally terminated, whether by yourself or the club. A termination of membership will not cancel or affect debts outstanding to the club.
4. If dinghy storage is provided by or through the club and any storage fees or facility fees payable to the club by any member or former member shall be three months or more in arrears: The Committee shall be entitled to move the boat to any other part of the premises without being liable for any loss of or damage to the boat howsoever caused. The club will then implement our Abandoned Boats Policy accordingly.
5. If a member finds that they are unable to meet the costs of storage or membership: they are advised to contact the treasurer who may be able, at the discretion of the committee, to arrange for a deferred or staggered payment.
6. Should a member no-longer require storage for a dinghy they may apply to the committee for a rebate of some of the storage costs incurred. Fees will then become chargeable on a pro-rata quarterly basis for occupancy periods of less than one year, see Standard Club Compound Terms & Conditions.
7. If a member wishes to terminate a membership, please contact the club secretary who will be able to advise accordingly.
8. Membership, licence and storage fees are payable from 1st January to 1st March. Payment of licence and storage fees after this time will incur an additional levy. The amount of this levy is the amount necessary to make the sum owed equitable to the normal BCC Harbour Masters fee.
9. New members, joining after the 1st August will be eligible to a 50% membership discount.

## **Conditions Of Membership**

1. For membership and any storage agreements to begin, a membership form must be completed to the satisfaction of the Treasurer and Membership Secretary and have been processed in full by those persons. Membership will not commence until this process is complete. Any fees due must also have been cleared as per the club's 'Fees, payments and arrears' notice.
2. If you need help completing a membership form or are unable to supply some of your personal information for any reason, please contact the club secretary.
3. All members are expected to carry out at least three 'Officer of the Day Duties' [OOD] for each year that they hold membership. An OOD duty for new members entails assisting an established member to run a race, this might involve; taking race timings, helping to set buoys and acting as a motor boat assistant. New or inexperienced members are always paired with an experienced OOD partner.
4. If family membership is held, we also require that any persons regularly attending the club as a family member, in addition to the main person named, will also need to complete the OOD requirement of membership.
5. Members also agree to the terms of membership available on the Club Website.

## **Racing Rules: International Sailing Federation (ISAF)**

All races & events held by the BWSC will be sailed under the current rules of the International Sailing Federation (ISAF), amended by any local rules of the BWSC or adjustments made by the race officials.

The latest ISAF rule book, supplements and amendments can be downloaded from the ISAF website.

## **Standard Club Compound Terms & Conditions**

1. The storage compound is to be maintained in a clean and tidy condition and free from weeds and rubbish.
2. Only sailing dinghies and ancillary apparatus belonging to members of Baltic Wharf Sailing Club may be kept within the compound.
3. Members & visitors must keep the compound secure and prevent any attempt at trespass.
4. Boats and equipment must not be stored in a dangerous or precarious manner.
5. Not to cause a nuisance. All halyards and covers must be firmly secured.
6. Members storing boats must maintain boat insurance and public liability insurance at all times.
7. Not to cause obstruction or block access ways.
8. Not to underlet or transfer storage rights from one member to another or attempt to transfer storage rights with the sale of boats. On cessation of club membership or sale of stored boats, storage rights will pass back to BWSC for re-allocation by the committee. Storage fees will be chargeable on a pro-rata quarterly basis for occupancy periods of less than one year.
9. Members renting boat storage space in the BWSC compound undertake to compete in a minimum of 7 BWSC races or cruises in each calendar year.
10. Any breaches of storage terms and conditions will be reviewed by the BWSC committee.

## **Abandoned Boats**

If dinghy storage is provided by or through the club and any storage fees or facility fees payable to the club by any member or former member shall be three months or more in arrears, the club will implement our Abandoned Boats policy as follows...

If at any time any storage fees or facility fees payable to the club by any member or former member shall be three months or more in arrears: (i) The Committee shall be entitled to move the boat to any other part of the premises without being liable for any loss of or damage to the boat howsoever caused.

The Committee shall be entitled upon giving three months notice in writing to the member or former member, at his or her last known address as shown in the register of members, to sell the boat and to deduct any monies due to the club (whether by way of arrears of subscription, storage or facility fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member.

(ii) Alternatively, any boat which, in the opinion of the Committee cannot be sold may, upon such notice as aforesaid, be disposed of in any manner the Committee may think fit and the expenses recovered from the member or former member. Any arrears as aforesaid shall be deemed to be a debt owing to the club by the member or former member.

Further, the club shall at all times have a lien over the members or former members boats parked or stored in the club's compound in respect of all monies due to the club, whether in respect of arrears or storage fees or subscription or otherwise. Where a member is in arrears with the payment of monies owed to the club by at least six months, the club may in any event take possession of the members boat. Boats of previous members still stored in the compounds managed by the Bristol City Council harbour authority will be subject to the fees set by directly by the Harbour Office.

## **Boat Abandoned by Non-Member of the Club**

Alternatively, personal property may have been abandoned on the land of the club by a non-member of the club.

The club should take all reasonable steps to locate the owner and to this end should advertise in the local newspaper for owners that cannot be found.

Thereafter, the club can apply the same rules and Notices as stated under Part I and Part II of the 1977 Act. Again, the club should keep the monies from any sale of the abandoned boat for six years, with details of the sale, in case the previous owner should dispute the action taken by the club.

## **Boat lending and crew/helm competence**

The following guidelines must be observed, at all times when; aboard another member's vessel, lending your vessel to another person or allowing them into/onto your vessel.

1. Baltic Wharf Sailing Club does not accept any liability, damages or losses arising or incurred from sailing & racing in another members' vessel [boat].
2. No person, other than the owner, shall lend or offer to lend a vessel or its equipment to any person.
3. No person, other than the owner, shall take or offer to take other members or visitors aboard their vessel.

4. Third party indemnity insurance must be maintained at all times to a minimum sum of £3,000,000 on and off the water. Said insurance should also provide emergency doctors/surgeons fees for ALL persons aboard the vessel. Insurance must also fully cover the vessel and any occupants while racing.
5. The owner of the vessel is responsible for ensuring that he/she and ALL other persons aboard the vessel is/are insured, as specified in section 7 [seven], and competent to pilot [helm] the vessel in question.
6. Any person aboard your vessel must wear personal buoyancy suited to their ability to swim while aboard the vessel or near water, including the slipway.
7. You, the boat [vessel] owner are responsible for ensuring the safety of your craft & suitability for purpose. The owner or helm of the vessel is solely responsible for assessing the competence of all persons aboard their vessel.
8. If you intend to offer a place aboard your vessel to a minor; (Person under the age of 18 [eighteen],) unless the minor is your child & legal responsibility, parental consent must be obtained, in writing, through the club committee in advance. Alternatively, a person in loco parentis will be in the harbour vicinity and can be readily contacted by the club's OOD"1" on the day and available to assist if necessary.
9. In the case of a sailing dinghy it is essential that the vessel's helm has a proficiency equal to, or greater than, that required for an RYA National Sailing Scheme Level 2 [two] qualification. In the case of a powered vessel under 10 [ten] metres (such as the Club safety boat) it is essential that the helm has a proficiency equal to, or greater than, that required for an RYA Powerboat Level 2 [two] qualification.
10. Baltic Wharf Sailing Club accepts no liability for any damage or loss to persons or property incurred as a result of ANY club activity.

### **Child Welfare Minors (under 18s)**

At the safety briefing the OOD1 must be made aware of all minors and must be introduced to the person acting as loco parentis. All minors must have someone in loco parentis shore side or sailing in the same boat as them. Unless the minor is your child, however the OOD1 still must be told about the minor.

### **Syndicate owned boat (multiple owners)**

As we now have to collate the paperwork for navigational licences for all the dinghies which are owned by our members, on behalf of the Harbour Master. We can only deal with a single name per boat in the same way the Harbour Master does. This means that a syndicate must nominate one person to represent them to the club. As far as the club is concerned this person will be classed as the owner.

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