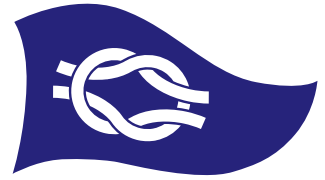


WELLS SAILING CLUB

HANDBOOK



ADOPTED AT THE ANNUAL GENERAL MEETING HELD IN NOVEMBER 2021

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SECTION 1 – NAME AND PURPOSES

- 1 The name of the Club shall be the ‘Wells Sailing Club’ (hereinafter referred to in these rules as the Club).
- 2 The purposes for which the Club is formed are to promote and facilitate community participation in the sport of sailing and to provide social and other facilities for Members as may be from time to time determined.

SECTION 2 – OFFICERS

- Officers of the Club**
- 3 The Officers of the Club shall be Individual or Family Members of the Club and shall consist of a Commodore, Vice-Commodore, Rear-Commodore, Secretary and Treasurer. Officers shall be elected at the Annual General Meeting in each year and shall hold office for one year, retiring at the termination of the Annual General Meeting in each year. All Officers of the Club shall be eligible for re-election.

Duties of The Officers

- Duties of Commodore**
- 4 The Commodore shall oversee the running of the Club and ensure that the Club’s affairs are managed in accordance with the spirit and rules established and described in this handbook.

Duties of Secretary

5 The Secretary shall:-

- (a) Keep a register of Club Members' names and addresses.
- (b) Conduct the correspondence of the Club.
- (c) Keep custody of all Club documents.
- (d) Keep full minutes of all meetings of the Club and the Management Committee which shall be confirmed and signed by the appropriate Chairman upon the agreement of the Club or the Committee at the next following meeting of the Club, or the Committee. Other meetings (e.g. house committee / sailing / wine / etc) do not have minutes taken by the secretary.
- (e) Administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its Officers and its Members;
- (f) Maintain any such certificates or registrations and ensure the timely completion of any such non-financial returns, as may be required by law.

Duties of Treasurer

6 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 finances of the Club.
- (b) Cause all returns as may be required by law in relation to such accounts to be rendered at the due time.
- (c) Prepare the Annual Accounts as of 31st December in each year and cause such accounts to be independently reviewed at least once annually.
- (d) Present the reviewed Annual Accounts to the Club at its Annual Finance Meeting.

SECTION 3 – MEMBERSHIP

Categories and votes of Membership

- 7 There shall be the following categories of Membership with power to vote at any general meetings of the Club as indicated hereunder.
- AN INDIVIDUAL MEMBER** – being a person who, at the date of admission, shall have attained the age of eighteen years shall have one vote.
- A FAMILY MEMBER** – which expression shall include one or two co-habiting adults living at the same postal address and all children under 23 years of age on 1st January in the current year and in full time education. All members over 18 years of age shall have one vote.
- A STUDENT MEMBER** – being a person who, on 1st January in the current year, is under the age of 23 and is in full time education. All members over 18 years of age shall have one vote.
- Such a Member shall be one who at the commencement of the subscription year joins the Club other than as an Individual Member or a Family Member.

AN HONORARY MEMBER – who shall have one vote for life.

A RETIRED MEMBER – Existing membership of this category will be continued but no new applications will be accepted. Shall have one vote.

AN ASSOCIATE MEMBER – Existing membership of this category will be continued but no new applications will be accepted. Shall have one vote.

A TEMPORARY MEMBER – who shall have no vote.

No Member may use the Club premises, or any of the facilities of the Club until forty-eight hours have elapsed from the date of formal notification of admission.

**Rights and privileges
of Members**

8 The rights and privileges of each category of Membership shall be as follows:-

**AN INDIVIDUAL MEMBER,
A FAMILY MEMBER,
A STUDENT MEMBER,
AN HONORARY MEMBER,
A RETIRED MEMBER,
AN ASSOCIATE MEMBER**

shall have the full use of the Club-house facilities subject only to the Licencing Laws (Rule 45).

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

- (a) Shall have no right to enter Club races or regattas unless specifically authorised by the Secretary or Committee.
- (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 any Byelaws or Regulations as if he or she were a Member of the Club and so far as the said Rules, Byelaws and Regulations may be deemed to apply to such Temporary Member.
- (d) Shall be liable to be expelled from the Club premises or to be prohibited from using the Club facilities if, in the opinion of the Commodore or the Secretary, they shall not have reasonably complied with the above conditions.
- (e) Candidates for Membership shall have no privileges whatsoever in relation to the use of the Club or premises.

**Membership Entrance
and Subscription Fee**

9 The rate of Entrance and Subscription fee for each category of Membership shall be proposed by the Committee to the Members at the Annual General Meeting in each year. Any proposed changes shall be approved by a majority of those present and entitled to vote and shall become operative on the first day of January in the year following. (continues)

- (a) Membership of the Club shall be open to anyone interested in the sport of sailing on application regardless of gender, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. Membership may however be limited according to available facilities on a non-discriminatory basis.
- (b) Membership subscriptions will be kept at levels that will not pose a significant obstacle to people participating.
- (c) The Club Committee may refuse Membership or, subject to Rule 17, remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal of Membership may be made to the Members.

Members shall also make the following annual payments:-

- (a) Annual boat permit fees of such sums as the Committee shall from time to time prescribe which shall entitle a Member access to the Harbour and Club's boat parking.
- (b) An annual fee for a car parking permit of such a sum as the Committee shall from time to time prescribe which shall entitle a Member to park in the Clubs' car parks but with no guarantee of a space.
- (c) All Members shall pay the Entrance fee (if any) and their first annual subscription upon joining the Club and thereafter on the first day of January in each year.

Members' duty to provide an up-to-date address

- 10** Every Member shall furnish the Secretary with an up-to-date postal address which shall be recorded in the Register of Members and where possible an email address. Any notice sent to either of such addresses shall be deemed to have been duly delivered.

Application for Membership

- 11** An application for Membership shall be in the format from time to time prescribed by the Committee and shall include the name and address of the applicant.

Admission of Members

- 12** Upon receipt of an application for Membership, there shall be an interval of at least two weeks before the Committee consider the application for Membership. The admission of all classes of Members is vested in the Committee and shall be a simple majority vote of those of the Committee.

The Committee may refuse applications only for good cause such as conduct or character likely to bring the Club into disrepute.

The Secretary shall inform each applicant in writing of the applicant's admission or non-admission. They shall furnish an admitted applicant with a copy of the Rules and Byelaws of the Club and make request for such payments as are necessary.

Appeal against refusal to admit may be made to the Members in General Meeting.

Payment of Fees upon Admission

- 13** Upon admission, an applicant shall pay, within one calendar month, such Entrance and other fees as shall be requested. In default of such payment, the admission shall be void unless sufficient cause for delay be shown.

Temporary Members must pay before using the Club.

**Arrears of
Subscription**

- 14 The Committee may cancel, without notice being given, the Membership of any Member whose annual subscription and other annual fees are more than three months in arrears. No Member whose annual payment is in arrears may enter any Club event or regatta or vote at any meeting.

Conduct of Members

**Under-taking by
Members to comply
with rules**

- 16 Every Member, upon joining the Club and thereafter, is deemed to have notice of, and undertakes to comply with, the Club Rules and any Byelaws and Regulations of the Club.

**Disciplinary action
against Members**

- 17 Any breach of Rule 16 or any conduct which, in the opinion of the Committee, is either unworthy of a Member or otherwise injurious to the interests of the Club, shall render a Member liable to disciplinary action by the Committee, which may include suspension for a specified period of time or expulsion.

Before taking such disciplinary action against a Member, the Committee shall call upon such Member for a written explanation of the Member's conduct and shall give the Member full opportunity of making explanation to the Committee, or of resigning.

A Resolution to apply any sanction shall be carried by a simple majority vote by those Members of the Committee present and voting on the Resolution.

Appeal against suspension/expulsion may be made to the Members in General Meeting.

Upon suspension/expulsion the Member/former Member shall not be entitled to have any part of the annual Membership fee refunded and must return the door key, any other Club property and any external body's trophy or Club trophies held forthwith.

Upon expulsion of a Member, the Committee may dispose of the former Member's boat and/or trailer in accordance with Rule 67.

Guests in the Club

- 18 Members shall enter the names of all guests in the Visitor's Book. Not more than two guests may be introduced in any one day and the same guest may not be introduced more than four times in any calendar year.

**Damage to Club
property**

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

Exhibiting of notices

- 20 A Member shall not cause any communication in whatever form to be exhibited on Club notice boards or premises without permission of the Secretary.

**Settlement of
Accounts**

- 21 A Member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any Byelaw relating to the settlement of such indebtedness.

Suggestions

- 22 Any suggestions should be sent to the Secretary.

Complaints

- 23 Complaints of any nature relating to the management of the Club premises shall be addressed in writing to the Secretary.

Members of other RYA Clubs

24 A Member of any Club affiliated to the Royal Yachting Association (a list of which is published by the said Association) may be authorised to use the premises of the Club by any Member of the Committee of the Club. Such authorisation shall specify between which dates the said person may so use the premises.

Competitors in Club races

25 Any person who is a competitor or Crew Member in any race sponsored by or on behalf of the Club is entitled to the use of the Club premises within a period of 2 days before and after the race in which they are competing.

Power to expel those admitted under rules 24 and 25 hereof

26 The Secretary or any other person who has received the authority of two Members of the Committee, may expel, temporarily or permanently, any person who has the right to the use of the Club premises only under Rules 24 and 25.

Limitation of Club liability

Limitation of Club liability

27 All references to the Club in this Rule shall mean each and every individual Member of the Club from time to time.

Members are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises:-

Members of the Club may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept:-

- (a) The Club will not accept any liability for any damage to or loss of property belonging to Members.
- (b) The Club will not accept any liability for personal injury arising out of the use of the Club premises, any other facilities of the Club either sustained by Members or caused by the said Members 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, Trustees or Servants of the Club.
- (c) Members are responsible for any injury, damage or loss to the extent caused by their own actions or omissions

SECTION 4 – MANAGEMENT COMMITTEE

Constitution of Committee

28 The Management Committee (herein referred to as ‘the Committee’) shall consist of the Officers ex officio, and not less than four nor more than Twelve Individual or Family Members (who have attained the age of eighteen years) elected at the Annual General Meeting each year to hold office until the termination of the next following Annual General Meeting.

- Candidates for election to Committee** 29 Candidates for election to the Committee (not being Officers of the Club) shall be those Members of the retiring Committee eligible to offer themselves for re-election and such other Individual or Family Members whose nominations (duly proposed and seconded in writing by Individual or Family Members of the Club) with their consent shall have been received by the Secretary at least twenty-eight days before the date of the Annual General Meeting in each year. Such nominations, together with the names of the Proposer and Secunder shall be notified to members at least fourteen days prior to the date of the Annual General Meeting.
- Election of Committee by ballot** 30 If the number of candidates for election is greater than the number of vacancies to be filled, then there shall be a ballot.
- No contest for election** 31 If the number of candidates for election is equal to or less than the number of vacancies to be filled then all candidates shall be deemed to be elected if two thirds of those present at the Annual General Meeting, and entitled to vote, vote in favour of such election.
In the event of the ballot failing to determine the Members of the Committee because of an equality of votes the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot.
- Casual vacancy** 32 If, for any reason a vacancy shall occur, the Committee may co-opt a Individual or Family Member to fill such a vacancy until the next following Annual General Meeting.
- Committee Meetings** 33 The Committee shall meet at least 8 times per year making such arrangements as the conduct, place of assembly and holding of such meetings as it may wish. The Commodore or in their absence a Chairman elected by those present shall preside.
- Voting at Committee** 34 Voting (except in the case of a resolution relating to the expulsion of a Member) shall be by show of hands. In the case of equality of votes the Commodore or Chairman (as the case may be) shall have a second and casting vote.
- Quorum** 35 Two Officers and five Members personally present shall form a quorum at a meeting of the Committee.

Powers of the Committee

- Management of Club by Committee** 36 The Committee shall manage the affairs of the Club according to the Rules and shall cause the funds of the Club to be applied solely to the purposes of the Club or for a benevolent or charitable purpose nominated by General Meeting.
In particular the Committee shall ensure that the property and funds of the Club will not be used for the direct or indirect private benefit of Members other than as reasonably allowed by the Rules and that all surplus income or profits are re-invested in the Club.

- Appointment of sub-Committees** 37 The Committee may appoint such sub-Committees as it may deem necessary and may delegate such of its powers as it may think fit upon such terms and conditions as shall be deemed expedient and/or required by the law. Such sub-Committees shall consist of such Members of the Committee or of the Club as the Committees may think fit. Officers of the Club shall be ex officio Members of all such sub-Committees.
- Disclosure of interest to third parties** 38 A Member of the 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.
- Limitation of Committee's authority** 39 The Committee, or any person or sub-Committee delegated by the Committee to act as agent for the Club or its Members, shall enter into contracts only as far as expressly authorised, or authorised by implication, by the Members. No one shall, without the express authority of the Membership in General Meeting, borrow money or incur debts on behalf of the Club or its Membership.
- Members' indemnification of Committee** 40 In pursuance of the authority vested in the Committee by Members of the Club, Members of the Committee shall be indemnified by the Members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their duties on behalf of the Club wherever the contract is of a duly authorised nature or could be assumed to be of a duly authorised nature and entered into on behalf of the Club.
- Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments the Committee shall be entitled to a personal indemnity from the individual Members of the Club.
- The limit of any individual Member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of Membership unless the Committee has been authorised to exceed such limit by a General Meeting of the Club.
- Contractual Liability** 41 The Committee shall endeavour to ensure that the following clause is incorporated in every contract, lease, licence or other agreement entered into by the Committee and/or Trustees of the Club, as appropriate.
- 'The liability of the Committee/Trustees for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club.'
- Nomination of Honorary Members by Committee** 42 The Committee may nominate for election at an Annual General Meeting such Honorary Members as the Committee may think fit. The total of such Honorary Members shall not normally exceed 5% (per cent) of the total number of Members.
- The election of Honorary Members shall be put to the vote at the Annual General Meeting each year and such Honorary Members shall be duly elected for life if two thirds of those present, and entitled to vote, vote in favour of election.

Purchase and supply of excisable goods

Purchase and Supply of Excisable Goods

43 The purchase for the Club of excisable goods and the supply of the same upon Club premises shall be exclusively and solely under the control of the Committee, or of a special sub-Committee appointed by the Committee.

44 Intoxicating liquor may only be sold for consumption in the Clubhouse to persons over the age of eighteen who are entitled to the use of the Clubhouse in accordance with the Rules, Byelaws and Regulations for the time being in force. No Student Member under the age of eighteen may purchase or attempt to purchase intoxicating liquor within the Clubhouse nor may any Student Member under the legal age purchase or attempt to purchase tobacco or cigarettes within the Clubhouse.

Hours of Sale of Excisable Goods

45 The Committee shall cause the bar in the Clubhouse to be opened (subject to the terms of the Club Premises Certificate) at convenient times (and such times shall be prominently exhibited in the Clubhouse) for the sale of excisable goods to persons who are entitled to the use of the premises of the Club in pursuance of these Rules (except Student Members as aforesaid). *Provided that* visitors' names and addresses, and the name of their introducer shall have been entered in the Visitor's Book upon entry to Club premises.

Profits from Sale of Excisable Goods

46 No person shall take a commission, percentage or other such payment in connection with the purchase of excisable goods for the Club. Any profit deriving from the supply of such goods shall (after deduction of the costs of providing such goods for the benefit of the Club) be applied to the provision of additional amenities or the purchase of property to be held in trust for the benefit of the Club.

Accounts relating to Excisable goods

47 Proper accounts of all purchases and receipts shall be kept and presented at the Annual Finance Meeting in each year and such information as the Secretary may require shall be furnished to enable any statutory return or statement and the payment of excise or other duty or tax to be made.

47.1 The permitted hours for the supply of intoxicating liquor are as follows:

47.1.1 Monday – Saturday: 1100 to 2300

47.1.2 Sundays and Good Friday: 1200 to 2230

47.1.3 Christmas Day: Closed

47.2 The bar in the Clubhouse will be open at the hours set out in Byelaw or at such other hours as may be decided by the Officers, subject to any restrictions imposed from time to time by the Licensing Authority.

SECTION 5 – TRUSTEES

Number of and terms of reference

- 48 There shall be not less than two and not more than four Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Individual, Family or Honorary Members who are willing to be so appointed.

A Trustee shall hold office for a maximum term of 15 years, or until they shall resign by notice in writing given to the Committee or until a resolution removing them from office shall be passed at a meeting of the Committee by a majority comprising two-thirds of the Members present and entitled to vote.

Property of Club vested in Trustees

- 49 All the property of the Club, including land and investments, shall be held by the Trustees for the time being, in their own names so far as it is necessary and practicable, on trust for the use and benefit of the Club. In the event of the death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in his place and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all Club property into the names of the Trustees as constituted after such nomination. For the purpose of giving effect to any such nomination, the Commodore for the time being is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustee Act 1925 and they shall by Deed duly appoint the person or persons so nominated by the Committee.

Powers of Trustees

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

Indemnity of Trustees from Club

- 51 In pursuance of the authority vested in the Trustees by the Members of the Club, the Trustees shall be indemnified by the Members of the Club out of the assets of the Club from and against any liability, costs, expenses or payments whatsoever which may be properly incurred or made by them or any one of them in the exercise of their duties or relation to any property of the Club vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club.

Should the assets of the Club be insufficient to satisfy such liability, costs, expenses or payments the Trustees shall be entitled to a personal indemnity from the individual Members of the Club. The limit of any individual Member's indemnity in this respect shall be a sum equal to one year's subscription at the then current rate of that category of Membership unless the Trustees have been authorised to exceed such limit by a General Meeting of the Club.

SECTION 6 – MEETINGS OF THE CLUB

- Annual General Meetings** 52 An Annual General Meeting of the Club shall be held each year during the months of October or November on a date to be fixed by the Committee.
- Business at Annual General Meeting** 53 No business, except the election of the Officers, Committee, Trustees and Reviewers, and any business that the Committee may order to be inserted in the notice convening the meeting shall be discussed at such meeting unless notice thereof be given in writing by a Member entitled to vote to the Secretary at least forty-two days before the date of the Annual General Meeting.
- An Annual Finance Meeting shall be held before 30 April each year to approve the accounts for the previous year.
- The Secretary shall at least fourteen days before the date of such meetings deliver to each Member notice thereof and of the business to be brought forward thereat.
- Special General Meeting** 54 The Committee may at any time, upon giving twenty-one days' notice in writing, call a Special General Meeting of the Club for any special business, the nature of which shall be stated in the summons convening the meeting, and the discussion at such meeting shall be confined to the business stated in the notice sent to Members.
- Special General Meeting upon request of Members** 55 The Committee shall call a Special General Meeting upon a written request addressed to the Secretary by at least 10 voting Members. The Special General Meeting must be called within 21 days of a request. The Committee shall give twenty-one days' notice in writing of any such Special General Meeting. The discussion at such meeting shall be confined to the business stated in the notice sent to Members.
- Chairman at Meetings** 56 At every meeting of the Club the Commodore or, in their absence, a Chairman elected by those present shall preside.
- Quorum at Meetings** 57 Fifteen Members entitled to vote and personally present shall form a quorum at any meeting of the Club.
- Entitlement to vote at Meetings** 58 Only Individual, Family, Student, Honorary, Retired, Associate Members and Student Members over 18 years of age shall vote at any meeting of the Club. Other Members may attend but are not entitled to vote.
- Voting at Meetings** 59 Voting, except upon the election of Members of the Committee, shall be by show of hands.
- Equality of Votes** 60 In the case of an equality of votes the Chairman shall have a second or casting vote, on any matter other than the election of Members of the Committee.

Voting on Rule Change

- 61** On any resolution properly put to a meeting of the Club relating to the creation, repeal or amendment of any Rule, Byelaw or Regulation of the Club such Rule, Byelaw or Regulation shall not be created, repealed or amended except by a majority vote of at least two-thirds of those present and entitled to vote.
- Provided that no such change shall jeopardise the Club's status as a Community Amateur Sports Club within the meaning of the Finance Acts, or in any event alter its purposes or winding-up provisions.

SECTION 7 – DISSOLUTION OF THE CLUB

Dissolution of the Club

- 62** If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the Members of the Club. The Trustees shall dispose of the net assets remaining to one or more of the following:
- (i) to a charity and/or
 - (ii) to another Club with similar sports purposes which is a registered CASC and/or
 - (iii) to the sport's national governing body for use by it for related community sports.

SECTION 8 – MISCELLANEOUS

Opening of Club premises

- 63** The Club premises shall be open to Members at such times as the Committee shall direct.

Affiliate Clubs

- 64** The Club Committee may admit and remove affiliate Clubs from time to time. An affiliate Club shall pay the Club such fees as the affiliate Club and the Committee agree. An affiliate Member is a member of the affiliate Club. An affiliate Member shall have such use of the Club facilities as the Committee may from time to time and for such period decide except that such:
- (a) affiliates shall have no voting rights in relation to the Club.
 - (b) affiliates will be subject to such terms that the Committee shall decide.
 - (c) affiliation shall meet the requirements of section 62-64 of the Licensing Act 2003.

Abandoned Craft and/or Trailers

- 65** If, at any time, any fees payable to the Club by any Member or former Member (whether by way of arrears of subscription or facilities fees, dinghy park fees or otherwise) shall be one month or more in arrears and/or a craft and/or trailer the property of a Member or former Member remains upon the Club premises one month or more after the Club has given the Member or former Member notice to remove the craft then the Member or former Member shall remove the boat and/or trailer from the Club immediately. If the Member or former Member fails to remove the boat and/or trailer, then the Committee may:-

(continues)

- (a) Move the craft and/or trailer to any part of the Club premises without being liable for any loss or damage to the craft howsoever caused.
- (b) Give three months' notice in writing by registered post to the Member or former Member at his last known address as shown in the Club Register and thereafter sell the craft and/or trailer and transfer all proceeds of sale to the Club.
- (c) Alternatively, if the boat and/or trailer is unsaleable, after giving notice in writing as aforesaid, dispose of the craft and/or trailer in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the Club by the Member or former Member.
- (d) The Club reserves the right to charge storage for the boat and/or trailer until such time as the owner collects the craft and/or trailer or until notice has been served under Rule (b) above.

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 and if the craft and/or trailer is sold, if the Club is unable to account to the Member or former Member for the balance of the proceeds of sale pursuant to Rule (b) above then the balance of the proceeds of sale shall be placed upon bank deposit account and 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 six years.

Lien

66 In addition to Rule 65 the Club shall at all times have a lien over Members' or former Members' craft and/or trailers parked on the Club's premises in respect of all monies due to the Club, whether in respect of arrears of facilities fees or subscriptions or otherwise and shall be entitled to retain possession of the boat and/or trailer until such time as all monies due to the Club have been paid in full.

Byelaws

67 The Club may adopt such Byelaws or Regulations as it considers appropriate for the good management of the Club and its facilities.

Acknowledgement

68 The Members acknowledge that these Rules constitute a legally binding contract to regulate the relationship of the Members with each other and the Club.

ANNEXES

Committees' Terms of Reference

1. Sailing

The Management Committee will appoint a sub-committee to be known as the Sailing Committee, which will manage all water borne and associated activities of the Club

- (a) The Sailing Committee will have the responsibility of drawing up the Sailing Instructions for the Club and reviewing them annually.
- (b) The boat parks will be administered by the Sailing Committee.
 - (i) Parking for boats is available from 1 April to 31 October for a fee.
 - (ii) All boats must be on trolleys that are sound and in good working order to enable boats to be easily moved. Failure to comply may lead to the removal from boat parking areas.
 - (iii) All boat/trailer parking is entirely at the owner's risk and the Club accepts no responsibility for any loss or damage however it occurs.
 - (iv) All boats must display the Club sticker for the current year or may be removed and impounded.
- (c) The Sailing Committee will maintain the Club boats and a list of members approved to drive the Safety Boats
- (d) A member of the Sailing Committee must satisfy themselves of the competence of anyone using a Club boat.

2. House

The Management Committee will appoint a sub-committee to be known as the House Committee, which will manage land-based activities including the club house, facilities and car parking.

- (a) No person may park their motor vehicle within the grounds of the Club or in any way that prevents boat access.

3. Wine

The Management Committee will appoint a sub-committee, from within its number, of at least four members to be known as the Wine Committee. In the event of any member, for whatever reason, ceasing to be a member of the Management Committee they will automatically cease to be a member of the Wine Committee and another elected member of the Management Committee will be appointed in their place.

- (a) The Wine Committee will have absolute discretion over the purchase of intoxicating liquor for supply by the Club.
- (b) The Wine Committee will have complete freedom in purchasing.

Byelaws

1. **INSURANCE:** All boats racing or stored at Wells Sailing Club must be insured against damage, loss or injury which may occur to any person or property up to such sum as the Management Committee may from time to time decide upon any one claim. Upon request of the Treasurer or other appointed member of the Management Committee, evidence of a valid policy must be produced.
2. Dogs (except Assistance dogs) are not allowed in the Club House.
3. No smoking or vaping is allowed within the Sailing Club, deck or other areas.