



# Hurst Castle Sailing Club



## Club Rules March 2024

This issue of the club rules incorporates changes approved by the AGM in March 2017. They also include changes approved by the AGM in March 2010 based upon the Rules approved by the SGM in August 2008

Amendments to Committee Directives relating to the allocation of dinghy park spaces (Appendix A) are also included.

THE CLUB HOUSE  
KEYHAVEN  
MILFORD ON SEA  
HAMPSHIRE  
SO41 OTP

## Hurst Castle Sailing Club

*Revised and Updated March 2024*

# RULES

The modifications proposed to and approved by the AGM in March 2010 are included in the text

## 1. NAME

The Club shall be called "**The Hurst Castle Sailing Club**"

## 2. BURGEE

The Burgee shall be Green with the Hurst White and Red Lighthouses showing their beams; the White Lighthouse being nearer the hoist. (As shown on title page)

## 3. OBJECT

The object of the Club is to provide facilities for, and to promote the participation of the whole community in, the sport of Sailing.

This should be accomplished by the provision of racing facilities for all types of sailing craft and by the encouragement of sailing, racing and cruising, with particular attention to the requirement of Junior Members and the arrangement of related social activities. The Club shall be a non-profit making organisation. All profits and surpluses shall be used to maintain or improve the Club's facilities.

## 4. MEMBERSHIP

A candidate for membership of the Club shall only be considered where he is prepared to subscribe to the Objects of the Club. Membership of the Club shall be open to anyone interested in the sport of sailing regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, limitation of membership according to available facilities is allowable on a non-discriminatory basis.

The Club may refuse membership or expel from membership only for good and sufficient cause, such as conduct or character likely to bring the Club or sport into disrepute. Appeal against such a decision may be made to the Club's members and decided by a majority vote.

The Club shall consist of Members of the various Classes as indicated and defined as follows:-

### *Class A – Single Membership*

Application for Single Membership shall be submitted to the General Committee (as hereinafter defined) in writing on the prescribed Membership Proposal Form. This should normally be countersigned by a Proposer and Seconder who shall both already be Members. Such application when received shall be considered by the General Committee, either at its next ensuing meeting or, at the discretion of the Hon Secretary, by circulation of the papers to the membership of the General Committee. Applications

shall be decided by simple majority vote. The applicant shall be declared a member upon receipt of the current fees and subscription charges, and shall thereafter be bound by the Rules of the Club until as hereinafter may be provided, membership ceases. When a Membership Proposal is approved by circulation of the papers to the members of the Committee, this shall be minuted at the next ensuing meeting of the General Committee. If a Candidate is not already known to existing members, so is unable to find a Proposer and Seconder, he or she will be required to meet with at least two members of the General Committee, who may then recommend acceptance of the candidature to the General Committee, instead of the procedure set out above.

*Class B - Family Membership*

Candidates for membership consisting of one or two co-habiting adults and all children up to age 10 years under their guardianship included on one Membership Proposal Form shall be governed by the same rules as for Ordinary Membership except that a special joint Entrance Fee may be prescribed.

*Class C - Junior Membership (see also Rule 4 Class G and Final Notes)*

Candidates for Membership whose eleventh birthday falls within or after the current year shall be admitted to Junior Membership subject to the same Rules as Ordinary Membership except that special reduced Entrance Fees and Entrance Subscriptions may be prescribed, and the Proposer and Seconder shall be held responsible jointly and severally in loco parentis. Junior Membership normally commences age 11 and ceases at the end of the year in which the Junior Member attains the age of 17 years, who thereupon may be admitted to Student Membership upon payment of the appropriate Annual Subscription without payment of further Entrance Fee.

*Class Ci - Student Membership*

Candidates for Membership whose eighteenth birthday falls within or before the current year and who satisfy the General Committee that they are in full time education shall be admitted to Student Membership subject to the same Rules as Ordinary Membership except that special reduced Entrance Fees and Annual Subscriptions may be prescribed. Student Membership normally commences at the age of 18 years and ceases at the end of the year in which the Student Member attains the age of 25 years or ceases full time education whichever is the sooner. The Student Member may thereupon be admitted to Ordinary Membership upon payment of the appropriate Annual Subscription without payment of further Entrance Fee.

*Class D - Temporary Membership*

At the discretion of the Secretary, Treasurer or any Flag Officer (as hereinafter defined), visitors may be admitted to Temporary Membership upon payment of the prescribed subscription for the full period of the required Membership.

*Class E - Overseas Membership*

Subject to prior notice to the Secretary in writing, Members who may be resident outside the U.K. for any full calendar year may retain their membership for any such year without payment of their Annual Subscription.

*Class F - Honorary Life Membership*

Any Member may be admitted to Honorary Life Membership without payment of any further Annual Subscriptions on the recommendation of the General Committee and the subsequent ratification by a General Meeting.

*Class G - Guests*

Members may introduce Guests to the Club premises providing that such guests are continuously accompanied by the introducing Member, and have not been previously excluded from the Club in any way. Such visits must be properly recorded in the Visitors' Book by the introducing Member, and must not exceed 4 (four) in number in any one calendar year for any particular guest, except for members' Children under 10 years old who may be allowed an unlimited number of visits provided they are always and continuously accompanied by one of their parents.

*Class H*

On application those who have been Members continuously for ten years or more and who have reached the age of not less than 65 (sixty-five) years may be allowed to continue their membership without further increase in their Annual Subscription. Such applications should be submitted in writing to the Honorary Subscription Recorder.

Hurst Castle Sailing Club will use Members personal data for its legitimate interest in the administration of the Club in accordance with the General Data Protection Regulations (May 2018). Under these Regulations, Members have the right to review and correct the information Hurst Castle Sailing Club holds on them and to request its deletion by contacting the Club Secretary.

**5. CESSATION OF MEMBERSHIP**

All rights and privileges of Members cease automatically on:

- (a) Dissolution of the Club (as hereinafter defined)
- (b) Resignation. Any Member who wishes may resign from the Club by notifying the Subscription Recorder in writing. Such resigning members must settle all outstanding sums due to the Club.

- (c) Expulsion. Every Member of the Club tacitly undertakes to comply with the Rules of the Club, and in all affairs of the Club to act without prejudice to its welfare. Any refusal or neglect to do so or any conduct which, in the opinion of the General Committee, is either unworthy of a Member or otherwise injurious to the interest of the Club, shall render such a Member subject to expulsion from Membership of the Club by the General Committee in its sole discretion, provided that such expulsion be decided upon at a properly constituted General Committee Meeting with the concurrence of two-thirds of those General Committee Members present, and after the offending Member has been allowed thirty days prior written notice in which either to present an acceptable explanation (either verbal or written) or, to resign under Rule 5(b) above.
- (d) Any Member who fails to pay his/her/their current year's Annual Subscription in full by 31st January shall be deemed to have resigned by default and shall be excluded from Membership of the Club. Membership may be reassumed on payment of the prescribed Re-joining Fee and all outstanding fees, subscriptions and sums due to the club.

## **6. RIGHTS AND OBLIGATIONS OF MEMBERS**

### *a) Classes A, B, F, H and Ci over 10 years of age.*

Subject to the full observance of the Rules of the Club, Members may have reasonable access to and use of Club premises, to partake in all Club activities and General Meetings, to vote at General Meetings in the prescribed form and to take part in such races as the specific race rules allow. "Reasonable use" does not include dormitory facilities.

### *b) Classes D,G, C and those of Class B under 11 years of age.*

As above with the exception of the right to vote at General Meetings. Guests may be excluded from General Meetings at the sole discretion of the General Committee.

- c) Members, their guests and visitors are bound by the following Rules which shall be exhibited in a prominent place within the Club premises:-

Members of the Club, their guests or visitors, shall abide by the HCSC Health and Safety Policy (on website) and may use the Club premises and any other facilities of the Club entirely at their own risk and implicitly accept that:

- (i) Sailing and other water sports are inherently risky and that they themselves are ultimately responsible for their own safety at all times and that it is their sole responsibility to assess whether any activity on the water is too difficult for them and whether their personal safety and that of their crew and passengers might be endangered.

- (ii) 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.
  - (iii) The Club will not accept any liability for personal injury arising out of the use of Club premises and any other facilities of the Club or out of participation in any event organised by the club either sustained by Members, their guests or visitors or caused by the said Members, their 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.
- d) Every member shall furnish the Honorary Subscription Recorder with an up-to-date postal address which shall be recorded in the Register of Members and any notice sent to such address as shall be deemed to have been duly delivered.

## **7. MANAGEMENT**

### *(a) General Committee*

- (i) The affairs of the Club shall be conducted by a General Committee which shall consist of seven Officers, not less than four nor more than six Ordinary Members and the Trustees, ex officio.
- (ii) The Officers shall be a Commodore, a Vice Commodore and four Rear Commodores, these being known as the Flag Officers, and an Hon. Secretary,.
- (iii) Officers shall be elected at the Annual General Meeting (AGM) each year and shall hold office for one year, retiring at the termination of the AGM in each year. All Officers of the Club shall be eligible for re-election
- (iv) At the Annual General Meeting each year two of the Ordinary members shall retire in order of election or seniority. In the case of equal seniority the order of retirement shall, failing agreement between the members concerned, be determined by lot. Members retiring under the rule shall not be eligible for re-election to the Committee, except as an Officer of the Club, until the Annual General Meeting next following the meeting at which they retire.

### *(b) Election of General Committee*

- i) The Officers and other Members of the General Committee shall be elected at the Annual General Meeting.
- ii) Candidates for election shall be Members of Class A, B, F or H (as defined in Rule 4 above and shall be proposed and seconded by two Members themselves qualified to be candidates. Such proposals with the consent of the nominee, shall be given in writing to the Hon. Secretary, at least 15 days

before the Meeting and shall be posted in the Club, or elsewhere, as may be customary and convenient.

- iii) If the number of proposals exceeds the number of vacancies, election shall be by written ballot.
- iv) 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.
- v) 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.
- vi) If a Member of the Committee becomes unable to continue as such, the Committee may co-opt another Member, who shall hold office until the next Annual General Meeting and shall then be eligible for re-election.

(c) *Proceedings of the General Committee*

- i) The General Committee shall meet at least four times in any one calendar year, and whenever circumstances require, or as may be requested by any two members of the General Committee. Six General Committee Members shall form a quorum including at least one Flag Officer to act as Chairman.
- ii) Voting (except in the case of a resolution relating to the expulsion of a member) shall be by show of hands, and decisions shall be taken by simple majority with the exception of Rule 5(c). In the case of equality of votes the Commodore or Chairman (as the case may be) shall have a second and casting vote. Co-opted members have no vote.
- iii) All decisions of the General Committee shall be duly recorded by the Hon. Secretary and, subject to their being accepted as correct at the next ensuing General Committee Meeting, shall be duly certified as such by the Chairman. Such decisions shall constitute adequate authority to the General Committee, jointly and severally, to act on behalf of the Club, as may be necessary for effective management and the general preservation of the interests of the Club
- iv) The Committee shall make such Byelaws and Regulations as it shall from time to time think fit and shall cause the same to be exhibited in the club premises for fourteen days before the date of implementation. Such Byelaws and Regulations shall remain in force until approved or set aside by a vote of a General Meeting of the club.
- v) 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 he is so acting.
- vi) 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 contract 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, pledge the credit of the membership.

- vii) In pursuance of the authority vested in the Committee by members of the club, members of the Committee are entitled to be indemnified by the members of 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 or could be assumed to be of a duly authorised nature and entered into on behalf 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.

*(d) Sailing and Other Sub-Committees*

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.

As a minimum, there shall be four sub-committees, each under the chairmanship of a Rear-Commodore. These sub-committees shall be Sailing, Social, House and Finance.

*(e) Annual General Meeting*

- (i) A General Meeting shall be held each year during the month of March on a date to be determined by the General Committee. At least 30 days notice of the time and place of the meeting and the business to be discussed therein shall be given to all Members. These together with any supporting documentation will be posted, displayed, delivered or sent by electronic means.
- (ii) No business, except the passing of the Accounts and the election of the Officers, Committee, Trustees and Honorary Auditors, 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 Honorary Secretary at least 15 days before the Meeting. Any such additional business shall be advised to the membership by display in the Clubhouse or elsewhere, as may be customary and convenient for at least 14 days prior to the meeting.
- (iii) The senior Flag Officer present shall be the Chairman of all General Meetings, but should no Flag Officer be present at the time appointed for holding the Meeting, the Members present shall elect one of their number to act as Chairman during the absence of the Flag Officers.



- (iv) 25 Members shall form a quorum.
- (v) Every question at a General Meeting (unless otherwise expressly provided by these Rules) shall be decided by a majority of votes and every Member of the Club entitled to vote at General Meetings shall have one vote. In the case of equality of votes the Chairman shall have a second or casting vote on any matter other than election of members of the Committee.
- (vi) At any General Meeting, unless a poll of the whole membership is demanded in accordance with Rule 7(e)(vi) below, a declaration by the Chairman that a resolution has been carried, or carried by a particular majority or lost or not so carried, shall be conclusive.
- (vii) The Chairman of a General Meeting or any ten of the members present and entitled to vote at the meeting may demand a poll of all the membership to decide a resolution before the meeting. Such a poll shall be taken at such time and in such manner, whether by postal vote or otherwise, as the Chairman of the Meeting shall decide, but it must be taken within 21 days of the Meeting at which it was demanded. The result of the poll as declared by the Chairman shall be deemed to be the resolution of the Meeting at which the poll was demanded.

(f) *Special General Meeting*

A special General Meeting may be called by the General Committee and shall be called at the written request of 50 Members. At least 14 days notice shall be given to all Members and shall be accompanied by a statement of the purpose for which the Meeting is called. No resolution which is not on the Agenda shall be considered at a Special General Meeting. 25 Members shall form a quorum. Except as set out in this paragraph, a Special General Meeting shall be conducted as specified above for the Annual General Meeting

(g) *Trustees*

There shall be not less than three nor 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 Members of classes A, B, F or H (as defined in Rule 4) who are willing to be so appointed. Nominees should be Members of at least ten year's standing. Trustees shall be Ex-Officio Members of the General Committee and shall have the right to vote in General Committee meetings.

A Trustee shall hold office during his lifetime or until he shall resign, by notice in writing given to the Committee, or until a resolution removing him 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.

If the number of Trustees shall fall below three, then the continuing Trustee or Trustees shall have the same rights and powers and be subject to the like directions,

as if the number had not fallen below three. No person shall be at the same time a Trustee and Flag Officer or Secretary of the Club.

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 Honorary Secretary 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 he shall by Deed duly appoint the person or persons so nominated by the Committee.

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 mortgagor shall be concerned to enquire whether any such direction has been given.

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

(To be incorporated in every contract, lease, licence or other agreement entered into by the Trustees of the Club).

The liability of the 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.

- h) Duties and Responsibilities of Committee and Officers
  - i) The General Committee shall:
    - (1) Manage the affairs of the Club in accordance with these Rules and any resolution passed at a General Meeting
    - (2) Be supported by the Sailing, Social and House Committees and Finance Sub-Committee and such other committees as the General Committee shall determine from time to time. These committees, together with the Officers

of the Club, shall conduct their business and carry out their responsibilities in accordance with the directions of the General Committee. The responsibilities and membership of such committees shall be determined by the General Committee.

ii) **Duties and Responsibilities of Officers**

- (1) The Commodore shall be Chairman of the General Committee
- (2) The Vice-Commodore shall deputise for the Commodore in his absence
- (3) The Rear-Commodore Sailing shall be chairman of the Sailing Committee
- (4) The Rear-Commodore Social shall be chairman of the Social Committee
- (5) The Rear-Commodore House shall be chairman of the House Committee
- (6) The Rear-Commodore Finance shall be chairman of the Finance Sub-Committee
- (7) The responsibilities of Officers shall be determined from time to time by the General Committee

iii) ***Rear-Commodore Finance*** shall be responsible to the General Committee for the control of the Club's liquid assets and managing the Club's financial affairs including insurance and ensuring that adequate books of account and records are maintained and keeping the liquid assets of the Club at such place and in such a manner as shall from time to time be determined by the General Committee

iv) ***The Honorary Secretary*** shall be responsible for the day to day administration of the Club, and for organising or co-ordinating communications within and beyond the Club.

The day to day affairs of the Club shall be administered by the Secretary supported by the Officers of the Club (and if there is no Secretary at any time by the Officers of the Club) who shall be accountable to the General Committee and act in accordance with its directions

v) ***The Sailing Committee***

- (1) The Sailing Committee shall be responsible to the General Committee for all arrangements and matters connected with yachting, for the management and maintenance of Club Property directly connected with these activities, and for the income and expenditure arising in connection therewith.
- (2) The Sailing Committee shall have the power to expend and authorise the expenditure of Club funds in the discharge of its aforesaid responsibility in such amounts as are authorised from time to time by the General Committee and subject thereto shall have power to take such action as it considers appropriate.

(3) The Sailing Committee shall consist of the Rear-Commodore Sailing, and such other full or family members as may be nominated from time to time by the Sailing Committee and appointed by the General Committee

(4) Four members of the Sailing Committee shall constitute a quorum.

vi) ***The Social Committee***

(1) The Social Committee shall be responsible to the General Committee for social events, for income and expenditure arising in connection therewith, and for recommending the tariff of charges made for social events for the approval of the General Committee.

(2) The Social Committee shall have the power to expend and authorise the expenditure of Club funds in the discharge of its aforesaid responsibility in such amounts as are authorised from time to time by the General Committee and subject thereto shall have power to take such action as it considers appropriate

(3) The Social Committee shall consist of the Rear-Commodore Social and such other full or family members as may be nominated from time to time by the Social Committee and appointed by the General Committee

(4) Four members of the Social Committee shall constitute a quorum.

vii) ***The House Committee***

(1) The House Committee shall be responsible to the General Committee for the management and maintenance of the Clubhouse and grounds and the facilities and services it provides, for income and expenditure arising in connection therewith, and for recommending the tariff of charges made for services provided therein for the approval of the General Committee.

(2) The House Committee shall have the power to expend and authorise the expenditure of Club funds in the discharge of its aforesaid responsibility in such amounts as are authorised from time to time by the General Committee and subject thereto shall have power to take such action as it considers appropriate.

(3) The House Committee shall consist of the Rear-Commodore House and such other full or family members as may be nominated from time to time by the House Committee and appointed by the General Committee

(4) Four members of the House Committee shall constitute a quorum.

viii) **The Honorary Accounts Examiner(s) shall:-**

- (1) Be appointed at the Annual General Meeting in each year
- (2) The Accounts Examiner shall examine the accounts and Annual Balance Sheet of the club when called upon to do so and shall give such certificate of assurance as to the accuracy of the said accounts as shall be required by law or by the Committee
- (3) If either unwilling or unable to act, inform the Committee who shall appoint a substitute to hold office until the termination of the next Annual General Meeting.

**8. ALTERATION OF THE RULES**

The Rules of the Club may be altered or repealed, or new rules may be added, by a resolution duly passed at an Annual General Meeting, or Special General Meeting of the Club. 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 objects or winding-up provisions.

**9. FEES, SUBSCRIPTIONS & OTHER CHARGES**

All Fees, Subscriptions and other Charges shall be paid in advance and in full to the Club, via the Subscription Recorder, as follows:-

*(a) When to pay.*

Entrance Fees: immediately upon election to Membership of the Club.

Annual Subscriptions: immediately upon election and on 1st January each year thereafter, except that for new Members elected after 30th September in any year, the first Annual Subscription payable immediately upon election shall cover both the current and the ensuing year.

Boat Park Charges (New Applicants): immediately upon allocation of a berth and thereafter as shown for repeat bookings.

Boat Park Charges (Repeat Bookings) to the Hon. Dinghy Park Master, and shall be accompanied by an official Boat Park Application Form:

For the **Summer Season**: before the 1st March, each year, in respect of the ensuing season, i.e. 15th April to 15th October.

For the **Winter Season**: before the 1st September, each year, in respect of the ensuing season, i.e. 16th October to 14th April.

For the **Whole Year**: before the 1st March, each year, in respect of the ensuing year starting 15th April.

Locker Rent: immediately on allocation of a locker and thereafter on the 1<sup>st</sup> January each year to the Hon. Subscription Recorder.

Any Other Charges: immediately upon demand.

*(b) Sums Payable.*

These shall be as prescribed from time to time by the Club in General Meeting or by the General Committee, except that alterations to the Entrance Fees or Annual Subscriptions shall not be applied unless ratified by a General Meeting.

*(c) Default in Payment of Boat Park Charges.*

If at any time any boat park charges payable to the Club by any member or former member shall be one month 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.
- (ii) The Committee shall be entitled upon giving three months' notice in writing to the member or former member, at the member or former member's last known address 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 subscriptions and/or berthing fees and/or expenses of sale and/or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member.
- (iii) 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 members' or former members' boats parked on the Club premises in respect of all monies due to the Club, whether in respect of arrears of berthing fees or subscriptions or otherwise.

In the event that the member or former member cannot be traced, proceeds of sale (if any), net of any indebtedness to the Club by the member or former member, shall be paid into the general funds of the Club and shall be reclaimable by the member or former member within 6 years and shall thereafter be deemed to have become an asset of the Club.

Current Fees and Charges are displayed on the Club Notice Board.

Entrance fees and subscriptions shall be paid by such method or methods as the General Committee may from time to time require or accept and, without limiting the foregoing, the General Committee may require such payments to be made by Bankers' Order . The General Committee shall be entitled to impose as a condition of membership of the Club (other than as Junior Members) that the candidate agrees throughout his or her membership to pay his or her subscriptions by Bankers Order and shall also be entitled to waive that condition either generally or in any particular case.

## **10. FINANCE.**

(a) *The Financial Year*

The Financial Year shall be from 1st January to 31st December.

(b) *Financial Control*

The Club in General Meeting may authorise the General Committee to borrow any sum or sums of money for the purposes of the Club, with or without security, as the General Committee may decide, and the General Committee may apply such sums, together with the general financial resources of the Club, in pursuit of the objects of the Club, entering into contracts for labour, material and/or professional services as Agents of the Members of the Club, in the name of the Club and as, in their absolute discretion, they may decide.

At no time shall any money or property of the Club, or any gain arising from the affairs of the Club be applied otherwise than for the benefit of the Club. No surpluses or assets may be distributed to members or third parties. This does not prevent the making of donations to Registered CASCs or Registered Charities

## **11. DISSOLUTION**

Dissolution of the Club may be decided upon only at a Special General Meeting, called for that purpose only and arranged by the General Committee, as the General Committee may, in its absolute discretion, decide.

Upon dissolution, the assets of the Club may be applied only for one or more of the following purposes, as decided at the Special General Meeting called to agree upon the dissolution:

- i) the purposes of the RYA (as governing body of the sport of sailing) for use in related community sport
- ii) the purposes of another registered CASC
- iii) the purposes of a Charity



## **APPENDIX A - COMMITTEE DIRECTIVES**

### **Boat Park Regulations (updated and adopted by the General Committee, January 2014)**

#### **1. General**

The space in the dinghy park shall be managed in a way that promotes participation in dinghy sailing. Members who find they cannot use their boats due to unforeseen circumstances should contact the Dinghy Park Master, who may waive the active use requirements on a temporary basis.

#### **2. Conditions of use**

- a) No boat shall be parked on the Club premises other than in the berth allocated to it by the Hon. Dinghy Park Master acting on behalf of the Committee. In the case of a boat being in joint ownership, berths will only be allocated if all joint owners are paid up members of Hurst Castle Sailing Club.
- b) The Committee may exchange, refuse or withdraw berths at their discretion. Temporary parking for visitors' boats may be allocated by Hon. Dinghy Park Master if space is available.
- c) The space allocated cannot be sublet or transferred
- d) The maximum size of boat allowed in the Dinghy Park shall be: overall length (OAL) 16ft / 4.88 metres, beam 6.5ft / 2 metres
- e) Any road trailer or launching trolley on which a dinghy is stored in the dinghy park may not have an overall width exceeding the beam of the boat placed upon it.
- f) Each boat shall be parked in its correct berth without encroaching on or obstructing adjoining berths.
- g) By the 1<sup>st</sup> May each boat shall be marked with a name or class number and current HCSC sticker clearly visible without the removal of any cover. (If the cover is tight fitting such that the stern is obscured, the HCSC sticker may be fixed to the cover). Note that the NFDC require their sticker to be clearly visible when the boat is launched.
- h) Berth holders shall notify the Hon. Dinghy Park Master, in advance, of any change of boat and may be placed on a waiting list for a suitable berth if the new boat is larger.
- i) The Committee need not issue reminders of either repeat bookings, or end of season dates and may remove any boat parked contrary to the above provisions, without notice.
- j) In order to assist with the accommodation of visitors, berth holders are requested to inform the Hon. Dinghy Park Master if their berth will be vacant for any period

during the Summer Season. The Club may re-let the space on a temporary basis for a weekly fee as defined from time to time by the General Committee

- k) A Dinghy or Tender may only be used in the presence of and under the supervision of a member.
- l) Boats must be secured in such a way as to minimize risk of overturning or movement in high winds.
- m) It is a member's responsibility to keep the space allocated clean and tidy and clear of weeds and rubbish
- n) All boats in the Dinghy Park must be maintained in a seaworthy condition. Any boat which in the opinion of the Club is not in a seaworthy condition shall not be eligible for allocation of a space in the Dinghy Park.
- o) Boats not stored on racks must be stored on launching trolleys that are in good working order
- p) Any berth holder who secures his or her boat to any fixed or moveable object shall deposit with the Hon. Dinghy Park Master, a key suitably marked with his or her name, boat name and berth number or, alternatively, details of any combination lock number.
- q) Members who use the wash down area are requested to ensure that it is left clean and tidy, with the water turned off and the hose properly stored.
- r) Boat Park Seasons shall be:

Summer	15th April to 15th October
Winter	16th October to 14th April
Full Year	Starting 15th April

No berth shall be occupied before or after the season for which a booking has been made. Should this occur, additional fees will be payable.

### **3. Sanctions**

- a) Failure to comply with these regulations may result in termination of the rental agreement and expulsion of the boat from the Dinghy Park.
- b) Any boat that is parked in the Dinghy Park without permission may be immobilized and shall be charged for the duration the boat is in the Dinghy Park, at the unauthorized storage rate as defined from time to time by the General Committee and displayed on the Club noticeboard.
- c) Any boat that fails to meet the 'active use' requirements may not be offered a space in the Dinghy Park in the subsequent year.

### **4. Definitions Re. Active Use**

- a) Any boat that is recorded as being used on at least 4 days between 15th April and the following 14th April shall be regarded as being in active use.
- b) Active Use Recording - All launches including boats participating in club events, should be recorded on the 'Log Sheets' kept in the Clubhouse, on the desk by the 'Weather Station'.

- c) Any member found to be falsifying active usage data shall have their boat immediately evicted from the Dinghy Park and shall never be eligible for a dinghy park space at the club again. All Dinghy Park fees paid shall be forfeit.
- d) Any day that a space holder volunteers to assist the dinghy sailing programme as a Support Boat driver or crew, Race Officer, Assistant Race Officer, RIB Instructor, Dinghy Instructor or Cruise or Potter Leader shall count as a recorded usage event.

## 5. Allocation of Dinghy Park spaces

- a) Each application for a berth shall be made on an official form submitted to the Hon. Dinghy Park Master.
- b) Dinghy park spaces shall be allocated/re-allocated in the following order:
  - (i) boats that are in active use, already holding a space
  - (ii) boats that are in active use, on the waiting list
  - (iii) other boats on the waiting list
  - (iv) boats not in active use
- c) Repeat Booking.

A repeat application from an existing berth holder shall be given priority provided the 'Active use requirements have been met' and it is accompanied by the appropriate fee and submitted each year before March 1st for the Summer Season or Full Year, or before September 1st for the Winter Season.

- d) New Applications.
  - (i) A new application should be made, without fee in the first instance, and may be placed on a waiting list. The fee is due on allocation of a berth. Members who do not belong to another Sailing/Yacht Club within ten miles of Hurst Castle Sailing Club may be given priority on the Dinghy Park Waiting List at the discretion of the General Committee and the Dinghy Park Master.
  - (ii) Application forms may be obtained from the Hon. Dinghy Park Master. Accepted bookings shall be shown on a berth list in the Clubhouse at the start of the Summer Season.
  - (iii) A dinghy park waiting list will be displayed on the club notice board and will be updated at regular intervals by the dinghy park master. Allocation of spaces will be made in strict order (as defined above) depending on the size of any space available. Offers of space allocation will only be open for acceptance for a period of 28 days from the date they are made. The acceptance of an offer may be deferred once only until the following year, before being removed from the waiting list. Temporary space allocation will be paid for, on a weekly basis.

## Lockers

No locker (except those equipped with “pay-as-you-go” coin receptors and keys) shall be used unless allocated by the Committee. Application should be made to the Rear-Commodore - House, without fee, in the first instance.

### **Engine Store**

No engine shall be stored herein unless allocated by the Committee and appropriate fees paid to the Rear-Commodore - House. In no circumstances are cans of fuel to be left in this store.

### **Vehicles.**

No vehicle shall be parked on Club premises.

### **NOTES**

Members are asked to note and to accept the guidelines of the following:

1. A red Ensign and a House Flag are available for flying at the Clubhouse Mast throughout the Summer. First arrivals and last departures are invited to assist by hoisting or striking as appropriate on their arrival/departure.
2. It will greatly assist the Committee if Members who stow their dinghies, prams, canoes etc, at the rear of the Clubhouse or in the South Dinghy Park, will also undertake the clearance of any weeds, grass, rubbish, etc., which may collect around their craft.
3. No craft may be stowed on the lawn in front of the Clubhouse. Craft may be stowed to the rear of the Clubhouse or in the South Dinghy Park in accordance with the Rules.
4. Our good friends, Keyhaven Yacht Club, normally accord to us the privilege of the use of their pontoon. Members are expected always to observe the Regulations which Keyhaven Yacht Club may from time to time apply. Only Members of Keyhaven Yacht Club may use their Car Park and rowing dinghies.
5. Note to Parent Members: Ordinary Members who have children under the age of 11 years, which children enjoy the privilege detailed in Rule 4 Class G (Guests), are reminded that when such children reach the age of 11 years, they should, if they so desire, be nominated for Junior Membership, and that if not so nominated they become subject to the conditions laid down for Guests.