



## **REGULATIONS**

**Approved by the Committee – 10<sup>th</sup> October 2017**

These regulations have been made by the Committee of the Club under the authority of the Articles relating to the management of the Club and the conduct of members and visitors.

### **1. CONDITIONS OF MEMBERSHIP**

1.1. Every member undertakes to comply with these regulations and the terms of our lease with Severn Trent and any refusal or neglect to do so 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 expulsion by the Committee in accordance with Article 19.

1.2. Rudeness, aggressive or offense remarks or behaviour to members of staff or the Committee, to other members, visitors to the Club, representatives of Severn Trent or their tenants, other water users and members of the public are considered unworthy of a member.

1.3. Every member (excluding temporary members) undertakes to pay their membership and boat / board fees from the time of joining to the end of the membership year, regardless of method of payment. Any unpaid fees will be regarded as a debt to the Club and will mean that the person shall automatically cease to be entitled to use the Club's premises or any of the Club's facilities as long as any arrears shall remain unpaid in accordance with Article 22.

1.4. If, at the start of a membership year, a member does not pay their subscription (or first direct debit) until after 1<sup>st</sup> April they will be liable to an additional charge of £40 to cover administrative costs.

1.5. If a member (excluding temporary members) does not re-join at the start of the membership year, but then re-joins later during that year, they will be required to pay membership fees for the full year – the pro-rata fees are only available to new members.

1.6. Every member shall carry their membership card or fob when on the premises.

1.7. Every member agrees to the Club holding on computer such personal records as required to effectively run the Club.

1.8. Every member grants to the Club without payment the right in perpetuity to make, use and show any motion pictures, still pictures and live, taped or filmed television made at the Club in appropriate material, publications and websites.

### **2. COMPLAINTS**

2.1. Any member having any complaint to make about the conduct of a member of staff, any breach of the Rules or Regulations, or any defect in the Club premises or grounds, shall make the complaint in writing to the Club Manager, in order that it may be submitted to the Committee, whose decision shall be final.

2.2. The Club has no control any social media apart from the Club's official Facebook page and Twitter feed. It therefore will not get involved in any disputes between members on any other social media (unofficially linked to the Club or not). However, it may take appropriate action if any member's activity on such sites brought the Club into disrepute.

### **3. CLUBHOUSE & CLUB'S PREMISES**

3.1. No function may be arranged to take place in the Clubhouse or on the Club's premises without the consent of the Committee.

3.2. No advertising shall be placed or displayed in the Clubhouse or Club's premises without the permission of the Committee.

3.3. No member or visitor shall remove from the Club premises or shall damage or deface any article or property belonging to the Club or for which the Club is responsible. In the event of a breach of this regulation the member concerned, or responsible under The Rules for the visitor concerned, shall bear the cost of repair or replacement of such article or property as the Committee shall determine.

3.4. Wet or soiled clothing or footwear may not be worn in the Clubhouse lounge.

3.5. Personal audio equipment shall not be played in the Clubhouse or the Club's premises if it can be heard by others.

3.6. Clothing left in the Clubhouse or on the Club premises will be collected every Sunday and may be disposed of after 2 weeks.

3.7. No dogs, or other animals or pets belonging to members or their guests shall be allowed in the Clubhouse or anywhere on the Club's premises.

3.8. No member may change into or out of their full sailing kit in the car parks or on the Club's premises except in the Clubhouse's changing rooms.

#### **4. CHILDREN AGED 16 OR UNDER**

4.1. Children under the age of 14 shall at all times when on the Club's premises be under the control and the responsibility of a parent / guardian aged over 16 who is a member of the Club.

4.2. Children aged 14-16 must give the name and contact details of a parent or guardian on the signing on sheet before going on the water. This may not be a staff member except for their own children.

4.3. No child under the age of 6 may participate in any on-the-water activity organised by the Club (including racing and youth club) or go on the water in a boat owned by the Club. Subject to the limitations of their own insurance, parents or guardians may take children under the age of 6, who are members, sailing in their own boats, but not as part of any activity organised by the Club.

4.4. No child under the age of 8 may participate in any commercial training organised by the Club.

#### **5. MOTOR VEHICLES**

5.1. The road access to the Club's premises and the boat park shall be used one-way in a clockwise direction at a maximum speed of 15 mph.

5.2. No motor vehicle shall be parked on any road in the Club's premises for longer than 5 minutes and only when dropping boats / boards, passengers or kit off.

5.3. No motor vehicle shall use or park on the Club's slipways.

#### **6. CAR PARKING**

6.1. There is limited parking available at our site and members should park considerately, bearing in mind the wind conditions, the needs of other members and legitimate visitors and the weight a quantity of sailing kit that sailors and windsurfers have to bring. Inconsiderate parking is considered unworthy of a member.

6.2. Members may park in the designated areas as detailed below providing their vehicle is displaying a current DWSC car sticker / disc and their vehicle is registered with the Club. Members may not park in other areas on the site and doing so may result in their vehicular access to the site being suspended. Members without a current DWSC car sticker / disc or whose vehicle is not registered with the Club should park in Severn Trent's Pay & Display car park.

6.3. The Club's lower car park area below the pay & display car park can be used by all members and legitimate visitors. Campervans and caravans, being used for camping, must always be parked at the far end of this car park and only by prior arrangement with the office.

6.4. The marked parking area adjacent to the Clubhouse is for the sole use of appointed flag officers, staff and the tenant of the flat.

6.5. The disabled parking bay adjacent to the Clubhouse is for the sole use of disabled members and legitimate visitors.

6.6. The car park area immediately to the west of the boat park gate and besides the boat park can be used by any member, although the Committee reserve the right to temporarily stop or restrict parking at this location.

6.7. The car park area beyond this, to the south of the road and opposite, adjacent to the windsurfer beach, can be used by all members when the sign says it may be, but if the sign indicates that it is reserved for windsurfers, only windsurfer members who are sailing on that day may use it. This restriction for windsurfers will only operate between 1<sup>st</sup> April and 31<sup>st</sup> October.

6.8. No vehicle over 5.5 metres in length may park in any car park area to the west of the Clubhouse.

6.9. The car parking regulations may be amended for Open Meetings or other events and when Open Meeting visitors are required to park in the Club's lower car park, all members competing in that Open Meeting will also be required to park in the Club's lower car park.

## **7. PERMITTED CRAFT**

7.1. Only sailing craft and official motor boats are permitted on the water unless through an affiliate organisation agreed by the Committee.

7.2. For safety reasons, craft longer than 7 meters and / or using hydrofoils and / or with twin trapezes and / or with a PY/ Great Lakes / Provisional handicap lower than 800 are only permitted with the explicit permission of the Committee. 49ers, 49erFXs, Cherubs, Dart 18s, International 14s, International Moths, RS 800s, RS900s, Shadow X & Waszp have been permitted by the Committee. International Moths and foiling windsurfers are the only foiling craft currently permitted. Members and potential members may ask the Committee to consider allowing other classes.

7.3. The use of foiling craft (including windsurfers) may be restricted or suspended during extremely busy times. Anyone intending to sail a foiling craft (including windsurfers) must have checked that their insurance is valid to foil, must speak to the bosun before going afloat in addition to signing onto the water and must avoid busy areas and groups of other craft. It is recommended that those using foiling craft (including windsurfers) wear full wetsuits and protective headgear for their own protection.

7.4. Multihulls are only permitted if their hulls and permanent appendages when rigged for sailing do not exceed 5.5 metres in length and 2.5 metres in width, although Sailability approved vessels may be sailed with prior permission of the Committee.

7.5. No craft powered by airborne kites (i.e. kite surf boards or kite boats) are permitted.

## **8. BOAT REGISTRATION & PARKING**

8.1. Boats / boards may only be left on the Club's premises if the boat / board is registered with the Club, a membership fee has been paid by the owner and a registration fee has been paid for that boat / board.

8.2. Any boat / board left on the Club premises is left entirely at the owner's risk and the Club accepts no responsibility for any loss or damage.

8.3. Any boat / board left on site shall be sited according to the instructions given by the Committee / Office.

8.4. The Committee reserve the right to remove or reposition any boats / board or other equipment should it be required.

8.5. All boats left on site shall be securely tied down. The owner is responsible for any damage caused by their boat not being tied down or becoming untied. If the Club has to tie down boats the member will be charged a fee of £25 to cover the cost.

8.6. Designated Youth & Junior boats, which are eligible for reduced boat registration fees, must be sailed predominantly by a member up to the age of 18 at the start of the membership year and be in one of the following classes: 29er, 420, Cadet, Laser, Laser 4.7, Laser Radial, Laser Pico, Optimist, RS Aero, RS Feva, RS Tera, Sailboard, Topaz Uno, Topper and Topper Taz.

8.7. Any boat that is left on site without a membership and registration fee having been paid will be treated as an abandoned boat and subject to Regulation 15. It will be held by the Club until the following payments have been made:

8.7.1. Up to 3 months from last payment: The current annual boat registration fee.

8.7.2. 3-12 months from last payment: The current annual individual membership and boat registration fee.

8.7.3. Over 12 months: The current annual individual membership and boat registration fee for each period of 12 months (or part period) the boat has been held.

If these payments are not made by the individual, they will be recouped according to Regulation 15.

## **9. USE OF THE WATER**

9.1. All boats / boards using the water are subject to the authority of the bosun and if the bosun instructs them to go ashore, this instruction shall be followed immediately.

9.2. Boats / boards may only use the water if the boat / board is registered with the Club and a registration fee has been paid for that boat / board, the craft is seaworthy and has adequate buoyancy and the craft is insured against third party risks to the value of £2,000,000.

9.3. No boat / board should go on the water without having signed in either on the signing on sheet or on the race entry sheet having filled in all the details required and naming the people in / on the boat / board. On returning to shore the boat / board should be signed off on the same sheet.

9.4. A black cone (Triangle) may be flown from the Club mast if the wind strength exceeds 11 knots (Force 4 plus). This is to act as a warning to inexperienced sailors that they should seriously consider staying ashore. If the Bosun feels that sailors are not coping adequately with the conditions, he may instruct them to return to the shore.

9.5. A black ball signifies adverse conditions both on and off the water. All those intending to go afloat (including windsurfers) must report to the bosun before doing so. If the Bosun, at this or any other later stage feels that conditions are not suitable, he may instruct any water users to remain on or return to the shore.

9.6. Whilst on the water all boats shall display current boat sticker and all sailboards fly a current pennant with their membership number on it.

9.7. The sailors in all boats shall wear personal buoyancy at all times while on the water (wet suits or waist/seat harnesses alone are not deemed to be personal buoyancy).

9.8. Sailors (aged over 18 years) on all boards must either wear a harness or personal buoyancy at all times while on the water. Sailors aged 18 years and under on all boards must wear personal buoyancy at all times when on the water. (Wet suits alone are not deemed to be personal buoyancy).

9.9. During the months of November, December, January, February and March, all persons on the water shall wear exposure proof clothing. For the purpose of this instruction 'Exposure proof clothing' shall mean at least an adequate expanded neoprene wet suit providing protection from neck to ankle or a dry suit providing watertight cover from neck to ankle.

9.10. The safety of any craft and its entire management including insurance shall be the sole responsibility of the owner and/or sailor sailing the craft. The establishment of these rules in no way limits or reduces the complete responsibility of the owner and/or the sailor for his crew, his craft and the management thereof.

9.11. Sailing is not permitted within 30 metres of the shore except along the Club shoreline, nor, during the fishing season, within the buoyed area in Toft Bay, or within 80 metres from Draycote Bank (bank to the North-West of the reservoir near the water pumping tower). Landing in an exclusion area is allowed only in an emergency. The Club pontoon is to be used only by the committee boats and rescue craft.

## **10. RACING**

10.1. Racing will take place under the current Racing Rules of Sailing (RRS), the prescriptions of the RYA, the Club Sailing Instructions and the appropriate class rules.

10.2. The racing will be run by members who race. All members who race will be required to do sufficient duties to ensure that the racing is run properly.

10.3. Failure to attend to run the racing when allocated to do so, without making alternate arrangements in advance will be regarded as a breach of the requirements of membership and liable to appropriate action by the Committee.

## **11. CLUB BOATS**

11.1. No one under the age of 6 is allowed in a boat owned by the Club.

11.2. Club sailing boats are available for members to hire at a cost of £10 for a single-hander and £15 for a double hander per day.

11.3. An individual who is an Ordinary, Family or Young Person member may alternatively take out an annual boat hire package, including hire of sailing kit, for £150 a year for a single-hander or £225 for a double-hander.

11.4. On the day, all hiring of the Club sailing boats is at the Bosun's discretion, particularly when the black cone is flying.

11.5. No hire of the Club sailing boats is permitted when the black ball is flying.

11.6. Club powerboats are available for members aged 18+ or club fleets to hire, at the Club Manager's discretion, if booked in advance, to run activities outside the normal club activities at a cost of £100 a day or £15 per hour (minimum £45) for a RIB, £70 a day or £10 per hour (minimum £30) for a rigiflex.

11.7. Only those with a Power Boat Level 2 certificate are permitted to drive a RIB or rigiflex.

11.8. No Power Boat Level 2 certificate is required to drive the Committee boat, but anyone without such a certificate must receive a briefing from the Bosun before driving it and is only permitted to drive it at the Bosun's discretion.

## **12. GUESTS**

12.1. A Founder, Honorary, Family, Ordinary and Young Person member, if they are aged 18 or over, may introduce as his or her guest any person provided that the member so introducing enters the name and address of the guest in a book kept for such purpose and at no time leaves the club whilst the said guest is there on.

12.2. No member may introduce more than two guests in any one day and the same person may not be introduced as a guest of any member more than four times in any one year.

12.3. It is the responsibility of the member introducing the guest to ensure that the guest is aware of all the requirements and responsibilities of members and agrees to abide by them.

12.4. Guests may only sail in or on boats / boards owned by or hired from the club by the member signing them in as a guest.

12.5. Any person who is a competitor, supporter, organiser or helper in any race or other event sponsored, organised or hosted by the Club and open to non-members shall be a guest of the Club and entitled to use the Club as described in Articles 31 and 32.

## **13. DAY SAILING**

13.1. Day sailing is permitted on any day for boats and on weekdays for boards at the sole discretion of the Bosun.

13.2. A fee of £25 (£12.50 for a designated Youth & Junior boat – see 8.6) must be paid before the boat / board is launched.

13.3. The craft must be seaworthy, have adequate buoyancy and be insured against third party risks to the value of £2,000,000.

13.4. No person may day sail at the Club more than 4 times in any one membership year.

## **14. PROHIBITED ACTIVITIES**

14.1. Fishing, shooting, bathing, wading and paddling are prohibited, except when it is necessary to launch or beach boats, or in an emergency.

14.2. No person shall commit or permit any act which might result in pollution or fouling of water in, or flowing into, the reservoir.

14.3. No person shall commit or permit any act which might result in disturbance or harm to any kind of wild life.

14.4. No person may fly a drone at the Club unless they abide by all the CAA regulations and have the written permission of the Committee.

14.5. All members of the Club and all visitors shall immediately comply with any reasonable instructions or requirements of Severn Trent officers and servants necessary to safeguard Severn Trent's interests as statutory water undertakers.

## **15. ABANDONED BOATS ON CLUB PREMISES**

If at any time any boat / board fees payable to the Club by any Member or former Member shall be in arrears:

15.1. 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.

15.2. The Committee shall be entitled upon giving one month's notice in writing to the Member or former Member, at the 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 or boat / board fees or otherwise from the net proceeds of sale before accounting for the balance (if any) to the Member or former Member.

15.3. Alternatively, any boat / board 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' boats / boards 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 boat / board fees or subscriptions or otherwise.

## **16. AFFILIATED GROUPS**

16.1. Use of the water by and rules for affiliate groups are dealt with separately and can be changed from time to time as required by the Committee.

## **17. STAFF MEMBERSHIP**

17.1. All permanent staff are entitled to an individual or family membership and up to one boat registration with no charge as part of their terms of employment.

17.2. All zero hours' staff are entitled to an associate membership with no charge as part of their terms of employment.

17.3. The memberships under Regulations 17.1 and 17.2 must be officially registered with the Club to take effect. They carry no voting rights.

17.4. Any member of staff may apply for a higher level of membership and / or more boat registrations subject to paying the appropriate fee.

## **18. MEMBERSHIP ELECTIONS**

18.1. The election of candidates, as detailed in Article 15, is delegated to the Club Manager and their election will be provisional until endorsed by the Committee at their next meeting. The Club Manager will check all applicants against the Club's debtor list. Candidates with an outstanding debt will be required to pay this off and then their application will be submitted to the next Committee Meeting.

18.2. The list of elected members will be shown to the Committee at each meeting. On the request of any one member of the Committee, the election of an individual shall go to ballot. The majority vote of the members attending the meeting shall be necessary for the election of candidates.