



**REGULATIONS OF  
DRAYCOTE WATER SAILING CLUB (THE “CLUB”)  
Approved by the Directors – 14<sup>th</sup> May 2019**

**OPERATIONAL FROM 11<sup>th</sup> June 2019**

**PART 1: INTERPRETATION**

**1. INTERPRETATION**

1.1. These Regulations are made pursuant to Article 8.2.

1.2. In these Regulations, unless the context requires otherwise:

<b>Articles</b>	means the articles of association of the Club from time to time and <b>Article</b> refers to a particular provision in them;
<b>Associate Member</b>	means a member of the Club who is not a Club Member, and who therefore neither has voting rights at general meetings nor any other rights to which members of companies are entitled under the Articles or the Companies Acts, and <b>Associate Membership</b> shall be interpreted accordingly;
<b>Boating</b>	means sporting, recreational and other activities carried out in water-borne craft of any description powered by the wind or other means;
<b>CASC</b>	means a community amateur sports club, as that term is defined by s658 Corporation Tax Act;
<b>Club Facilities</b>	means the Clubhouse, all premises of the Club, the water controlled by the Club, and equipment made available by the Club (whether for a fee or without charge), all changing and washing facilities, all storage facilities, Club boats / boards, and any other facilities made available (whether for a fee or without charge) at the Clubhouse or on the Club’s premises from time to time;
<b>Clubhouse</b>	means the Clubhouse situated at Draycote Water, Kites Hardwick, Rugby, Warwickshire. CV23 8AB;
<b>Club Member</b>	means a company member of the Club, as that term is defined by section 112 of the Companies Act 2006, and <b>Club Membership</b> shall be interpreted accordingly;
<b>Fees</b>	shall have the meaning given by Regulation 6;
<b>Finance Acts</b>	means the Corporation Tax Act 2010, the Finance Act 2012 and any other relevant legislation relating to CASCs;
<b>Member</b>	means all Members of the Club, whether Club Members or Associate Members, and <b>Membership</b> shall be interpreted accordingly;
<b>Officers</b>	means the Commodore, Vice-Commodore, Rear-Commodore Sail, Rear-Commodore House and Treasurer (Article 6.1);
<b>Regulations</b>	means these Regulations of the Club made pursuant to Article 8.2, and <b>Regulation</b> refers to a particular provision in them.

1.3. These Regulations are supplemental to the Articles. Nothing in these Regulations is intended to contradict the Articles or the provisions of the Companies Acts and, in the event of any inconsistency between any provisions of these Regulations and any provisions of the Articles, the Articles will prevail.

1.4. Unless the context otherwise requires words or expressions contained in this document bear the same meaning as in the Articles.

1.5. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking into account any subordinate legislation from time to time made under it, and any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

## **PART 2: MEMBERSHIP**

### **2. MEMBERSHIP**

2.1. Membership shall be open to anyone interested in the sport of Boating on application, regardless of sex, age, disability, race, sexual orientation, gender reassignment, pregnancy or maternity, religion or belief. Membership may, however, be limited according to available facilities on a non-discriminatory basis.

2.2. Article 11.4 gives the directors the power to create different classes of Membership, and to decide who will be eligible for admission to them and what their rights and obligations will be. For the avoidance of doubt, Associate Membership conveys neither Club Membership nor any of the rights or privileges of Club Membership under the Articles or the Companies Acts.

2.3. There shall be the following classes of Club Membership:

2.3.1. Ordinary Members;

2.3.2. Family Members aged 18 or over at the start of the membership year;

2.3.3. Young Person Members aged 19 to 25 at the start of the membership year;

2.3.4. Honorary Members.

2.4. There shall be the following classes of Associate Membership:

2.4.1. Family Members from their 8<sup>th</sup> birthday to aged 18 at the start of the membership year;

2.4.2. Young Person Members from their 8<sup>th</sup> birthday to aged 18 at the start of the membership year;

2.4.3. Staff Members;

2.4.4. Affiliate Members; and

2.4.5. Temporary Members.

### **3. ELIGIBILITY FOR MEMBERSHIP**

3.1. **Ordinary Membership** is open to any individual aged 18 or over at the start of the membership year who is interested in the sport of Boating. Ordinary Members are **Club Members**.

3.2. **Family Membership** is open to each of the sailing members of a family grouping of an adult, their cohabiting spouse and all children within their guardianship from their 8<sup>th</sup> birthday to aged 18 at the start of the membership year or such other family grouping as may be approved in writing by the directors. The family grouping will pay a single family subscription. The adult who pays the subscription will be the "lead adult" and will be a **Club Member**. Each other sailing

member of the family grouping aged 18 or over at the start of the membership year will be a **Club Member** but only the lead adult will have the right to receive notice of any general meeting. Each sailing member of the family grouping from their 8<sup>th</sup> birthday to aged 18 at the start of the membership year will be an **Associate Member**.

Members of the family grouping aged under 8 and non-sailing members of the family grouping will not be Club Members but will be Family Members of the DWSC Supporters' Club with no additional fee payable and with rights equivalent to Family Members of the Sailing Club, although they can apply to be Members of the Sailing Club.

**3.3. Young Person Membership** is open to any individual from their 8<sup>th</sup> birthday to aged 25 at the start of the membership year who is interested in the sport of Boating. The types of Young Person Membership are:

**3.3.1. Young Person A:** individuals from their 8<sup>th</sup> birthday to aged 18 at the start of the membership year where the parent / guardian is not a Member and will include Social Membership through the DWSC Supporters' Club for up to 2 parents / guardians. Young Person A Members are **Associate Members**;

**3.3.2. Young Person B:** individuals from their 8<sup>th</sup> birthday to aged 18 at the start of the membership year where a parent / guardian or other associated adult approved in writing by the directors is an Ordinary or Family Member. Young Person B Members are **Associate Members**;

**3.3.3. Young Person C:** individuals aged 19 to 25 at the start of the membership year. Young Person C Members are **Club Members**.

**3.4. Honorary Membership** may be awarded to individuals as a mark of distinction in recognition of rendering the Club eminent service. The directors may nominate for election at an AGM such persons as Honorary Members as they think fit, providing that, if they are elected, the total number of Honorary Members shall not exceed 2% of the total number of **Club Members**. The election of Honorary Members shall be put to the vote at the AGM each year and such persons shall be granted Honorary Membership if approved by special resolution of the Club Members at the AGM. Honorary Members are **Club Members**. An Honorary Member shall be exempt from the payment of membership subscriptions but not boat / sailboard registration fees.

**3.5. Staff Membership** is open to staff with the rights and privileges as detailed in Regulation 5.1.3. Permanent Staff Members are **Associate Members**. A Staff Member shall be exempt from the payment of membership subscriptions and boat / sailboard registration fees as detailed in Regulation 5.1.3.

**3.6. Affiliate Membership** is open to clubs and organisations with objects in sympathy with those of the Club as agreed by the directors and such numbers of the members of any such club or organisation as shall from time to time be determined by the directors. The directors may admit and remove affiliate clubs from time to time. An Affiliate Member is a member of the affiliate club. An Affiliate Member shall have such use of the Club Facilities as the directors 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 directors shall decide; (c) affiliation shall meet the requirements of section 62-64 of the Licensing Act 2003. Affiliate Members are **Associate Members**.

**3.7. Temporary Membership** is open to individuals with an interest in the sport of Boating or attending an event organised or hosted by DWSC Trading Limited as agreed by the directors. Temporary Members are **Associate Members**.

#### 4. BECOMING A MEMBER

4.1. An application for Membership shall be in the form from time to time prescribed by the directors and shall include the name and postal and email addresses of the applicant (together with, in the case of an application for Family Membership, the name of his or her partner and the names and date of birth of all children aged 18 or under at the start of the membership year) and any other particulars the directors shall require.

4.2. Upon receipt of an application for Membership, the Club Administrator shall enter the details of the application in a register of applicants, and there shall be an interval of at least two days before the meeting of the directors, at which the application for Membership shall be considered.

4.3. The directors have sole discretion to decide whether or not to accept an application for Membership. This duty is delegated to the Club Manager and the acceptance will be provisional until endorsed by the directors at their next meeting. The Club Manager will check all applicants against the Club's debtor list. Applicants with an outstanding debt will be required to pay this off and then their application will be submitted to the next meeting of the directors.

4.4. The provisional list of successful applicants will be shown to the directors at each meeting. On the request of any one director, the application of an individual shall go to ballot. The majority vote of the directors attending the meeting shall be necessary for the election of applicants.

4.5. The directors may refuse applications for Membership only for good cause, such as conduct or character likely to bring the Club or the sport of Boating into disrepute. Appeals against the directors' decision to reject an application for Membership may be made to the Club Members in general meeting.

4.6. Every successful applicant shall, upon becoming a Member, provide the Office Administrator with up-to-date postal and email addresses which shall be recorded in the register of Members, and any notice sent to either such address shall be deemed to have been duly delivered.

#### 5. RIGHTS AND PRIVILEGES OF MEMBERSHIP

5.1. The rights and privileges of each class of Membership shall be as follows, subject in each case to the provisions of the Articles and these Regulations:

5.1.1. **Club Members** shall have the right to attend and vote at general meetings of the Club in accordance with the Articles and the Companies Act. No **Club Member** shall be entitled to vote at any meeting unless all the monies due from them to the Club have been paid. **Associate Members** shall have the right to attend, but not vote at general meetings of the Club.

5.1.2. **Ordinary Members, Family Members, Young Person Members and Honorary Members** shall have the full use of all the Club Facilities subject to payment of the appropriate fees;

5.1.3. **Permanent staff** are entitled to the privileges of an Ordinary or Family Membership and up to one boat / sailboard registration with no charge as part of their terms of employment. **Zero hours staff** are entitled to the privileges of a Social Membership through the DWSC Supporters' Club with no charge as part of their terms of employment. These Memberships must be officially registered with the Club / DWSC Supporters' Club to take effect. Any member of staff may apply for a higher level of Membership and / or more boat / sailboard registrations subject to paying the applicable Fees.

5.1.4. **Affiliate Members** shall have use of the Club Facilities as agreed from time to time for their organisation by the directors.

5.1.5. **Temporary Members** shall have use of the Club Facilities as agreed from time to time by the directors.

5.2. Applicants for Membership whose applications have not yet been approved shall have no rights or privileges whatsoever in relation to use of the Club Facilities.

5.3. Every Member shall carry their membership card or fob when on the premises.

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

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

## **6. MEMBERSHIP SUBSCRIPTION AND FEES**

6.1. The following fees (the **Fees**) shall be payable by Members, as applicable in accordance with this Regulation 6:

6.1.1. an annual subscription fee in respect of their Membership; and

6.1.2. for those Members wishing to use their own boats / sailboards on the water controlled by the Club, an annual boat / sailboard registration fee, which shall entitle a Member to sail his or her own boat / sailboard on the water controlled by the Club and a space in the Club's boat park; and

6.1.3. for those Members wishing to use their own SUP boards on the water controlled by the Club, a daily launch fee, which shall entitle a Member to propel his or her own SUP board on the water controlled by the Club; and

6.1.4. for those Members wishing to use Club boats / boards a session or annual hire fee.

6.2. The Fee rates for each class of Membership shall be decided by the directors. The annual subscription fee for Ordinary Members, Family Members and Young Person Members and the boat / sailboard registration fees will be published by the directors at least 2 months before they come into effect.

6.3. The current Fee rates shall be displayed in Regulations 6.6 and 6.7 prominently in the Clubhouse and on the Club's website.

6.4. Fees will be kept at levels that will not pose a significant obstacle to people participating.

6.5. Subject to Regulation 7 all Members shall pay the applicable Fees on or before the acceptance of their application and thereafter before the 1<sup>st</sup> April each year (subject to Regulations 6.8) or by monthly direct debit, provided the payment is at least £10 per month (with an obligation to continue direct debit payments each month to the end of the membership year, otherwise the payments not made will be treated as a debt to the Club).

6.5.1. A Member whose application has been accepted, or who re-joins at the start of the membership year, will be deemed to have joined the Club to the end of the membership year and will be responsible for the payment in full of the applicable Fees. No refunds will be given, or cancellations of direct debit payments permitted, and any balances not paid for the membership year shall be a debt due to the Club.

6.5.2. A Member who has not paid the applicable Fees in accordance with Regulation 6.5 shall automatically cease to be entitled to use the Club Facilities or to exercise any of the rights and privileges of Membership so long as the applicable Fees and any arrears shall remain unpaid.

6.5.3. A Member (excluding Temporary Members) who does not re-join at the start of the membership year, but then re-joins later during that year (excluding Temporary Membership), will be required to pay the applicable Fees for the full membership year.

6.5.4. An existing Member who does not pay the applicable Fees until after 1<sup>st</sup> April may be required by the directors to be charged an additional fee of up to £40 to cover administrative costs.

6.5.5. A Social Member through the DWSC Supporters' Club who applies for another type of Membership during a membership year will not be entitled to a refund on their Social Membership.

6.6. The annual subscription fees for the membership year starting 1<sup>st</sup> April 2019 for the following categories of membership will be:

Ordinary Member	£341
Family Member	£459
Young Person A Member	£151*
Young Person B Member	£85
Young Person C Member	£151
Social Member through the DWSC Supporters' Club	£68

\* Includes Social Membership through the DWSC Supporters' Club for up to 2 parents / guardians

6.6.1. The annual subscription fee for Ordinary Members and Family Members who, on 1<sup>st</sup> April 2013, were over 65 years of age, in receipt of the State Retirement Pension, had been a Member for a continuous period of 5 years prior to that date and have been since that date, and were granted a reduced membership fee for that year are entitled to a 50% reduction in the annual subscription fees. This reduction has not been available to new applicants since 2013.

6.7. The annual boat / sailboard registration fee for the membership year starting 1<sup>st</sup> April 2019 will be £107 per boat / sailboard, except a boat / sailboard registered to a Member and sailed at least 90% of the time by a Member up to the age of 18 at the start of the membership year will be charged at half this fee.

6.7.1. The daily fee for using a SUP board for the membership year starting 1<sup>st</sup> April 2019 will be £2.

6.8. Applicants for Membership on or after 1<sup>st</sup> May and before 1<sup>st</sup> January shall have their applicable Fees reduced pro-rata according to the number of months (full or part) remaining in the membership year.

6.8.1. Applicants for Membership from 1<sup>st</sup> January to 31<sup>st</sup> March have the option of paying the full applicable Fees for the following membership year on joining, in which case, the period between the time of their application being accepted and 1<sup>st</sup> April will not be charged.

6.9. Fees for Affiliate Members and Temporary Members will be as determined in each case by the directors having regard to the nature of the use of the Club Facilities.

## **7. CONDUCT OF MEMBERS AND DISCIPLINARY ACTION**

7.1. Every Member is deemed to have notice of, and undertakes to comply with, the Articles and these Regulations.

7.2. Any breach of Regulation 7.1 or any conduct which, in the opinion of the directors, 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 directors, which may include suspension for a specific period of time or expulsion.

7.2.1. Rudeness, aggressive or offensive remarks or behaviour towards members of staff, the directors, other Members, visitors to the Club, representatives of Severn Trent or their tenants, other water users and members of the public are considered, among other things, unworthy of a Member.

7.3. Before taking any disciplinary action against a Member, the directors shall ask the Member in question to provide a written explanation of their conduct and shall give the Member the opportunity to explain their conduct to the directors or to voluntarily cancel their Membership. Any consideration of expulsion will be carried out in accordance with Article 12.4.

7.3.1. Any person who has been expelled from Membership or voluntarily cancels their Membership shall not be entitled to have any part of their Fees refunded and must immediately return any trophy or trophies held.

7.4. The Club Manager, or any other person who has received the authority of two directors, may temporarily suspend or exclude a Member from particular training sessions, racing and / or wider Club activities, if they consider in their sole discretion that such action is in the best interest of the Club. This suspension or exclusion will be reported to the next meeting of the directors for their consideration.

7.5. 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 directors or by the Club Manager upon the instructions of the directors.

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

7.7. 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 directors, whose decision shall be final. Under no circumstances shall a member of staff be personally reprimanded by a Member.

7.7.1. 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.

## **8. GUESTS**

8.1. An Ordinary Member, Family Member, Honorary Member and Young Person Member, aged 18 or over at the start of the membership year, 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 present.

8.1.1. 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.

8.1.2. 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.

8.1.3. Members' 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.

8.2. Any person who (at the invitation of the Club) is a competitor, supporter, spectator, organiser or helper in any race or other event sponsored, organised or hosted by the Club (including trial sailing days and open days) or attends an event organised or hosted by DWSC Trading Limited and open to non-members shall be a guest of the Club and entitled to use the Club Facilities. Competitors in any race or other sailing event sponsored, organised or hosted by the Club shall be entitled to sail on the water on the day before and of the race or other event in which they are competing or participating.

8.3. A Member introducing a guest must enter the name and address of the guest together with the name of the introducer in a book which must be kept on the Club's premises and any person introduced as a guest of the Club must be similarly recorded in the Club records.

8.4. The Club Manager, or any other person who has received the authority of two directors, may expel, temporarily or permanently, any person who has the right to the use of the Club Facilities under this Regulation 8. This expulsion will be reported to the next meeting of the directors for their consideration.

## **9. LIMITATIONS OF CLUB LIABILITY**

9.1. Members of Draycote Water Sailing Club, DWSC's Supporters' Club, affiliated clubs, guests and visitors use the Club Facilities entirely at their own risk and accept that:

9.1.1. neither the Sailing Club nor the Supporters' Club will accept any liability for any damage to or loss of property belonging to Members, guests or visitors;

9.1.2. Members of Draycote Water Sailing Club, DWSC Supporters' Club, affiliated clubs, guests and visitors are responsible for any injury, damage or loss to the extent caused by their own actions or omissions.

9.2. Regulation 9.1. shall be exhibited in a prominent place within the Clubhouse.

## **PART 3: MANAGEMENT**

### **10. OFFICERS**

10.1. Only Club Members shall be eligible to stand for elections as Officers, to be appointed in accordance with Articles 5 & 6.

10.2. The Officers shall:

10.2.1. cause a register of Members' names and addresses to be kept, including the class of Membership for each Member;

10.2.2. cause the correspondence of the Club to be conducted;

10.2.3. cause custody of all Club documents to be kept;

10.2.4. cause full minutes of all directors' meetings, general meetings (including AGMs) and meetings of any committees established by the directors from time to time, and all minutes shall be confirmed and signed by the appropriate chairman upon agreement of the directors, Club Members, or relevant committee (as appropriate) at the next following directors' meeting, general meeting, or relevant committee meeting;

10.2.5. cause such insurance policy or policies as may be needed fully to protect the interests of the Club, its directors, Officers, employees, and Members to be administered;

10.2.6. cause contact to be maintained with the Club's legal advisor to ensure that the Club's affairs are managed in accordance with all applicable laws; and

10.2.7. cause any such certificates or registrations to be maintained, and compete any such non-financial returns as may be required by law.



10.3. The Treasurer shall:

10.3.1. 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, in compliance with all legal requirements applicable to companies;

10.3.2. cause all returns as may be required by law in relation to the accounts of the Club to be rendered at the due time; and

10.3.3. prepare annual report and accounts as at 31<sup>st</sup> March in each year and cause such a report and accounts (as necessary) to be reviewed at least once annually and shall then cause the same to be made available to Members at least fourteen days before the date of the next AGM.

## **11. DIRECTORS**

11.1. The board of directors shall consist of the Officers and not less than 3 or more than 8 Club Members elected at the AGM each year to hold office until the termination of the next following AGM.

11.2. The directors may at any time co-opt any individual who is a Club Member aged 18 or over at the start of the membership year to fill a vacancy in their number or (subject to the maximum stated in Regulation 11.1) as an additional director, but a co-opted director holds office only until the next AGM.

11.3. At every AGM of the Club the Officers and other directors shall retire from office. The Officers and other retiring directors shall be eligible for re-election at the same or any other general meeting of the Club.

11.4. Candidates for election as directors shall be those Club Members aged 18 or over at the start of the membership year whose nominations (duly proposed and seconded in writing by other Club Members aged 18 or over at the start of the membership year) have (with their consent) been received by the Club Manager at least fourteen days before the AGM in each year. Such nominations in alphabetical order, together with the names of the proposer and seconder shall be posted at the Clubhouse at least seven days prior to the date of the AGM.

11.5. If the number of candidates for election for each Officer post or as other directors is equal to or less than the number of vacancies to be filled, then the candidates shall be deemed to be elected.

11.6. If the number of candidates for election for each Officer post or as other directors is greater than the number of vacancies to be filled, then there shall be a ballot for the Officer post or other directors as required. Balloting lists shall be prepared containing the names of the candidates only, in alphabetical order, and each Club Member present at the AGM shall be entitled to vote for any number of such candidates not exceeding the number of vacancies. If the ballot fails to determine the Officers or directors to be elected because of an equality of votes, the candidate or candidates to be elected from those having equal number of votes shall be determined by lot.

11.7. If the number of candidates is less than the number of vacancies, the directors shall fill up the remaining vacancy or vacancies.

11.8. If any candidate after being elected declines to serve, the candidate who has the next largest number of votes shall be deemed to be elected.

11.9. All casual vacancies arising among the directors or Officers of the Club shall be filled by the directors.

11.10. The directors shall have the power to appoint Members of the Club as President and as Vice-Presidents. Such appointments shall be made at a meeting of the directors prior to the AGM and the President and any Vice-Presidents so appointed shall hold office for the ensuing year. They shall be entitled to attend the meetings of directors but shall not be directors for the purposes of the Companies Acts nor have any vote at any meeting by reason only of their appointments as President or Vice-Presidents.

## **PART 4: MISCELLANEOUS**

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

12.1. The Clubhouse shall be open to Members at such times as the directors shall direct.

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

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

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

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

12.6. 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.

12.7. 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.

12.8. In exceptional circumstances the site may be closed by the Club Manager, or someone acting on his behalf. Notification of the closure of the site will be made on the home page of the Club's website.

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

13.1. 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.

13.2. 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.

13.3. 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 / board 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.

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

### **14. MOTOR VEHICLES**

14.1. 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.

14.2. 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.

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

## **15. CAR PARKING**

15.1. 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 and quantity of sailing kit that sailors and windsurfers have to bring. Inconsiderate parking is considered unworthy of a Member.

15.2. Members may park in the designated areas as detailed below providing their vehicle is displaying a current DWSC car sticker. 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 should park in Severn Trent's Pay & Display car park.

15.3. 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.

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

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

15.6. The car park areas immediately to the west of the boat park gate and the marked out parking area in the east part of the boat park can be used by any Member on a first-come first-served basis, although the directors reserve the right to temporarily stop or restrict parking at these locations.

15.7. The car park area beyond the area immediately to the west of the boat park gate, 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.

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

15.9. 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.

## **16. PERMITTED CRAFT**

16.1. Only sailing craft, SUP boards and official motor boats are permitted on the water unless through DWSC Trading Ltd or an affiliate organisation agreed by the directors.

16.2. For safety reasons, the following types of craft are only permitted to be used by Members or visitors with the explicit permission of the directors:

16.2.1. longer than 6 meters; and / or

16.2.2. using hydrofoils; and / or

16.2.3. powered by airborne kites (i.e. kite surf boards or kite boats); and / or

16.2.4. with twin trapezes; and / or

16.2.5. with a PY / Great Lakes / Provisional handicap lower than 800; and / or

16.2.6. not capable of being launched by hand; and / or

16.2.7. multihulls if their hulls and permanent appendages when rigged for sailing exceed 5.5 metres in length and 2.5 metres in width.

16.3. The following craft have been permitted by the directors under Regulation 16.2: 49ers, 49erFXs, Cherubs, Dart 18s, Flying 15s, Foiling windsurfers, International 14s, International Moths, Nacra 450 (single trapeze), RS 800s, RS900s, Sailability-approved craft, Shadow X & Waszp. International Moths, Waszps and foiling windsurfers are the only foiling craft currently permitted for Members or visitors. Members and potential members may ask the directors to consider allowing other classes.

16.4. The use of foiling craft (including sailboards) may be restricted or suspended during extremely busy times or in certain weather conditions. Anyone intending to sail a foiling craft (including sailboards) 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 sailboards) wear full wetsuits and protective headgear for their own protection.

16.5. For Stand Up Paddleboarding only SUP or wind SUP boards with a leash may be used. Sailboards or any other board similar to a SUP board may not be used for Stand Up Paddleboarding. Only one person is permitted on a SUP board at any one time who must have completed the DWSC SUP induction and safety briefing. The use of SUP boards may be restricted or suspended during extremely busy times or in certain weather conditions.

16.5.1. Anyone intending to use a SUP board must sign on in the Waterside Reception and collect an armband before going afloat and sign off and return the armband when coming ashore.

## **17. BOAT REGISTRATION & PARKING**

17.1. Boats / boards / trailers / trolleys may only be left on the Club's premises if the boat / board is registered with the Club, a membership fee (not including Social Membership through the DWSC Supporters' Club) has been paid by the owner and a registration fee has been paid for that boat / board.

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

17.3. Any boat / board / trailer / trolley left on site shall be sited according to the instructions given by the Club Manager.

17.4. The directors reserve the right to remove or reposition any boat / board / trailer / trolley or other equipment should it be required.

17.5. All boats / boards left on site shall be securely tied down. The owner is responsible for any damage caused by their boat / board not being tied down or becoming untied.

17.6. Any boat / board / trailer / trolley that is left on site without a membership (not including social membership through the DWSC Supporters' Club) and registration fee having been paid will be treated as an abandoned boat / board / trailer / trolley and subject to Regulation 23. It will be held by the Club until the following payments have been made:

17.6.1. up to 3 months from last payment: The current annual boat registration fee.

17.6.2. 3-12 months from last payment: The current annual ordinary membership and boat registration fee.

17.6.3. over 12 months: The current annual ordinary 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, they will be recouped according to Regulation 23.

## **18. USE OF THE WATER**

18.1. 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.

18.2. Boats / sailboards 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.

18.3. SUP boards may only use the water if the daily fee has been paid for that 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. The leash must be worn at all times and the SUP must stay within the designated area for the day as advised when signing on in the Waterside Reception.

18.4. 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.

18.5. 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.

18.6. 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.

18.7. Whilst on the water all boats shall display current boat sticker, all sailboards fly a current pennant with their membership number on it and all SUP boarders wear the issued armband.

18.8. The sailors in all boats and those on SUP boards 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).

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

18.10. During the months of November, December, January, February and March, all sailors and Stand Up Paddleboarders 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.

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

18.12. Sailing / Stand Up Paddleboarding 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.

## **19. RACING**

19.1. 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.

19.2. 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.

19.3. 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 directors.

## **20. CLUB BOATS / BOARDS**

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

20.2. Club boats / boards are available for Members to hire at a cost of £10 for a SUP board, £15 for a single-hander / sailboard, £20 for a Bahia and Feva and £25 for a 2000, Dart 16 and Wayfarer per session (morning or afternoon).

20.3. An individual who is an Ordinary Member, Family Member, Young Person Member or Honorary Member may alternatively take out an annual boat hire package, including hire of sailing kit, for £175 a year for a single-hander / sailboard or £250 for a double-hander.

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

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

20.6. 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.

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

20.8. 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.

## **21. DAY SAILING**

21.1. Day sailing is permitted for boats and sailboards at the sole discretion of the Bosun.

21.2. A fee of £25 (£12.50 for a designated Youth & Junior boat – see Regulation 17.6) must be paid before the boat / sailboard is launched.

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

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

## **22. PROHIBITED ACTIVITIES**

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

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

22.3. No person shall commit or permit any act which might result in disturbance or harm to any kind of wildlife.

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

22.5. 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.

## **23. UNPAID FEES AND ABANDONED PROPERTY**

23.1. If at any time, any Fees payable to the Club by any Member or former Member shall be one month or more in arrears and a boat / board and / or trailer and / or any other property of a Member or former Member remains upon the Club premises then that Member or former Member shall remove the boat / board and / or trailer and / or any other property from the Club immediately. If the Member or former Member fails to remove the boat / board and / or trailer and / or any other property then the directors may:

23.1.1. move the boat / board and / or trailer and / or any other property to any part of the Club premises without being liable for any loss or damage however caused;

23.1.2. give three months' notice in writing by registered post to the Member or former Member at his last known address as shown in the register of Members and then either:

(a) sell the boat / board and / or trailer and / or any other property and deduct any monies due to the Club from the net proceeds of sale before accounting for the balance (if any) to the Member or former Member; or

(b) if the boat / board and / or trailer and / or other property is unsaleable, dispose of the boat / board and / or trailer and / or any other property in any manner the directors may think fit and deem the cost of doing and any arrears to be a debt owing the Club by the Member or former Member; and

23.1.3. the Club reserves the right to charge storage for the boat / board and / or trailer and / or other property as detailed in Regulation 17.6 until such time as the owner collects the boat / board and / or trailer and / or any other property or until notice has been served under Regulation 23.1.2, 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 boat / board and / or trailer and / or any other property is sold, if the Club is unable to account to the Member or former Member for the balance of the proceeds of the sale, then the balance of the proceeds of the 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.

## **24. SALE OF INTOXICATING LIQUOR**

24.1. 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 directors, or of a special committee appointed by the directors.

24.2. Intoxicating liquor may only be sold for consumption in the Clubhouse to persons over the age of 18 who are entitled to the use of the Clubhouse in accordance with the Articles and these Regulations.

24.3. The directors shall cause the bar in the Clubhouse to be opened (subject to terms of the Clubhouse certificate) at convenient times (and such times shall be prominently exhibited in the Clubhouse) for the sale of excisable goods to persons stated in Regulation 24.2.

24.4. 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 on behalf of the Club.

24.5. Proper accounts of all purchases and receipts shall be kept and presented at the AGM each year and such information as the directors 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.

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

24.6.1. Monday – Thursday: 1100 to 2300

24.6.2. Fridays and Saturdays: 1100 to 2300

24.6.3. Sundays and Good Friday: 1200 to 2300

24.7. The bar in the Clubhouse will be open at the hours set out in Regulation 24.6 or at such other hours as may be decided by the directors, subject to any restrictions imposed from time to time by the Licensing Authority.

## **25. MISCELLANEOUS**

25.1. In addition to Regulation 23, the Club shall at all times have a lien over Members' or former Members' boats / boards and / or trailers belonging to Members or former Members parked on the Club's premises or other property in respect of all monies due to the Club, whether in respect of arrears of Fees or otherwise and shall be entitled to retain possession of the boat / board and / or trailer and / or any other property until such time as all monies due to the Club have been paid in full.

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

25.3. These Regulations may be amended by the directors from time to time, provided that no amendments shall be made that would jeopardise the Club's status as a CASC.