

# **CONSTITUTION AND RULES**

# **Lowestoft Cruising Club**Off Harbour Road, Oulton broad, Lowestoft, NR32 3LY

#### CONSTITUTION

#### 1 IDENTIFICATION

1.1 The name of the Club is "Lowestoft Cruising Club" and the burgee of the Club shall be a dark blue ground bearing a yellow rising sun surmounted by a red coronet.

#### 2 OBJECTS

- 2.1. The objects of the Club are to promote leisure cruising and to provide, for the use of members, moorings and other facilities ancillary thereto.
- 2.2 The club is a non-profit making organisation. All profits and surpluses will be used to maintain or improve the Club's facilities. No profit or surplus will be distributed, save as provided in paragraph 9 below (Dissolution)

#### 3 MEMBERSHIP

- 3.1 There shall be five classes of membership as follows:
  - (i) A single membership being one person.
  - (ii) A family membership being either 1 adult or 2 adults living together with his, her or their children under the age of 18.
  - (iii) Honorary membership.
  - (iv) Temporary membership accorded to visiting yachtsmen for the duration of their stay, and to prospective members who volunteer their services to the Club.
  - (v) Crew membership.
- 3.2 Any person interested in cruising is eligible for membership. Membership will be limited to a total of 150 memberships of classes (i), (ii) and (iii). For the purpose of this paragraph all the members comprising a family membership shall be counted as one.
- 3.3 Anyone who wishes to become a member of the Club, except as a temporary member, must be proposed and seconded by members of the Club, and his or her name and address together with all the names of the family in a family membership, and any other particulars the Committee may require on an application form, shall be sent to the Honorary Secretary. Potential crew members shall only be proposed by a sponsor, being an existing boat-owning member, with whom they usually sail. These details shall be exhibited on the Club notice board for a period of not less than 4 weeks prior to election. The proposer must offer a written submission in favour of the applicant. No adult member may propose or second a candidate for membership unless they are currently and have been fully paid up members of the Club for the two years preceding the date of application.
- 3.4 Visiting yachtsmen will become temporary members on payment of a membership fee of £1.00 per day included within their berthing fee but will have no rights or interest in the Club or its management save as specifically provided hereby.
- 3.5 New members, other than honorary or temporary members, may be elected at any meeting of the Committee duly convened for that purpose. Candidates, on the request of any one member of the Committee, shall be elected by ballot. A 75% majority is required for election.
- 3.6 The Honorary Secretary shall keep and have available for inspection by any member on request a list of all those duly elected pursuant to paragraph 3.3 above. The term "member" shall include all those named in the list. All adults in membership classes (i), (ii) and (iii) shall have one vote at any meeting where a matter is to be put to a vote.
- 3.7 Subject to the provision of paragraph 3.12 below, any member, other than a temporary member, wishing to transfer from one type of membership to another of classes (i), (ii) or (v) may do so on application to the Committee. If the transfer is approved by the Committee an appropriate adjustment of that year's subscription shall be made. Crew members successfully transferring to single or family membership must also pay the appropriate entrance fee and site development fund loan. Any adult member with a family membership wishing to add to the names of children to their membership may do so on providing the appropriate particulars.

- 3.8 Every member on joining the Club undertakes to comply with the provisions of this Constitution and the Rules and any refusal or neglect to do so, or any conduct which is, in the opinion of the Committee, contrary to the interests of the Club and its members, shall render such member liable to be expelled from membership by the Committee, provided that before expelling a member, the Committee shall afford him an opportunity to explain his conduct and shall give him an opportunity to defending himself or resign his membership.
- 3.9 The vote on a resolution for expulsion shall be by ballot and the resolution shall only be carried if no fewer than 75% of the members of the Committee vote in favour of the resolution.
- 3.10 Any member disputing the application and/or interpretation of the Constitution and Rules of the Club may make representations in writing to the Committee. Any member wishing to make such representations shall give written notice thereof to the Honorary Secretary within 7 days of the cause of such dispute and the Honorary Secretary shall then call a meeting of the Committee within 14 days. The decision of the Committee shall be final.
- 3.11 Membership of the Club implies acceptance of this Constitution and the Rules of the Club by the member and will be deemed to constitute consent to the holding of relevant personal data for the purpose of the Data Protection Act 1998 and any regulations made thereunder or under any legislation replacing, amending or modifying that Act. Any such data will be used solely by the Club for internal matters, and will not be shared with any third party or for marketing or commercial purposes.
- 3.12 Crew members shall have no berthing or voting rights but will be eligible to use the Club's facilities to the extent appropriate for a non-boat owning member. They will be entitled to receive all Club correspondence and loan of a Club key. Existing single or family members cannot transfer to a crew membership.
- 3.13 Save in the case of a deceased member, when a member ceases to be a member of the Club, he shall within one calendar month of the termination of his membership remove any boat and other chattels owned by him from the Club premises and return any keys to the Club premises or property. If the former member fails to do so then and in accordance with the Torts (Interference with Goods) Act, 1977, the Club may, upon giving him reasonable notice of its intention so to do, sell any such boat or dispose of any such boat or other chattels which are deemed by the Committee to have been abandoned by him. The Club may deduct from any proceeds of such sale any expenses incurred in such sale or disposal together with any other monies remaining owing to the Club before sending the balance to such former member. The committee shall exercise reasonable discretion before implementing this provision.

#### 4 FEES AND SUBSCRIPTION

- 4.1 There shall be an entrance fee and annual subscription and berthing and other fees of such sum or sums as shall be determined at each Annual General Meeting. Crew members will pay the same annual subscription as a single member, but will not be required to pay an entrance fee or site development fund loan.
- 4.2 The subscription year shall run from the 1st April to the following 31<sup>st</sup> March.
- 4.3 A member who has not paid his subscription, berthing fees, harbour dues, or any other invoice in full within 28 days of the invoice date will be liable to have a surcharge added. Any outstanding balance including any surcharge must be paid within a further 28 days, unless the Committee in its discretion agrees to allow further time. Any surcharge shall be such sum as the Committee decides is reasonable in the circumstances. Berthing fees and harbour dues shall be payable from the date of allocation and must be paid prior to occupation of any berth.
- 4.4 Any member who is likely to be away from his home address must make acceptable arrangements with the Committee for the payment of any subscriptions or berthing fees.
- 4.5 No member shall be entitled to exercise any rights or privileges of membership until all subscriptions and fees are paid.
- 4.6 A member elected after 1st November in any year who shall have paid his subscription for that year, shall not be required to pay any subscription for the following subscription year.
- 4.7 The Club's financial year shall run from the 1st January to the following 31st December.

#### 5 OFFICERS AND COMMITTEE

- 5.1 The Officers of the Club shall consist of a Commodore, a Vice Commodore, a Rear Commodore, an Honorary Secretary, an Honorary Treasurer, an Honorary Moorings Officer and an Honorary Social Secretary who shall be elected at the Annual General Meeting of the Club in each year and hold office until the conclusion of the next Annual General Meeting. The retiring officers shall be eligible for re-election.
- 5.2 No member may be elected to more than one office. Crew members are not eligible for election to the committee.
- 5.3 The Committee shall comprise 12 persons being the Officers and five other members elected by the members at each Annual General Meeting. They shall hold office until the conclusion of the next Annual General Meeting.
- 5.4 Candidates for election to the Committee shall be those members of the retiring Committee who have offered themselves for re-election, and such other members of the Club whose nomination duly proposed and seconded shall have been sent to the Honorary Secretary on or before 1900 hours on the second Thursday in February.
- 5.5 If the number of candidates duly proposed exceeds the number of vacancies to be filled, the election shall be by ballot.
- 5.6 If a vacancy occurs by lack of candidate, death or resignation, the Committee may co-opt a member to fill the vacancy in a non-voting role.
- 5.7 The Committee may from time to time appoint members to act in specific roles, such appointments being outside the Committee.
- 5.8 The membership shall be informed as soon as practicable of the name and duties of any member co-opted or appointed under paragraphs 5.6 or 5.7 above.

#### 6 MANAGEMENT DUTIES OF THE COMMITTEE

- 6.1 The Committee shall use reasonable endeavours to manage the affairs of the Club in the best interests of the membership and in accordance with this Constitution and Rules of the Club and shall apply the funds of the Club to further the objects of the Club.
- 6.2 A quorum of the Committee shall consist of no fewer than 7 Committee members, at least 2 of whom must not be Club Officers.
- 6.3 The Committee may, in its absolute discretion, make additional rules or change the existing rules relating to the use or management of any of the Club premises, moorings or equipment, subject to confirmation by the membership at the following Annual General Meeting, or any other special members meeting called in accordance with this Constitution to approve, reject or amend the further rules or amendments.
- 6.4 It shall be the responsibility of the Honorary Treasurer to do his best to keep a complete and accurate account of the Club's finances.
- 6.5 The Honorary Secretary shall call a meeting of the Committee at the request of no fewer than 3 members of the Committee. No fewer than 7 days' notice of such meeting must be given, unless all Committee members then present in the counties of Suffolk and Norfolk agree to waive this requirement in the case of an urgent matter arising.
- 6.6 The Committee may not commit the Club to an expenditure in excess of £5,000 each year, or such other sum as may by simple majority be agreed at an Annual General Meeting, save on the running of the Club, maintenance and repair of its premises and equipment, without first obtaining the consent of the membership at a general meeting.
- 6.7 The Committee may, in its absolute discretion, appoint a Sub-Committee of members, at least one of whom must be a Committee member, to organise, arrange or perform any specified task, duty or function.

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6.8 The Committee shall have the authority to repay to a member, or the widow or personal representatives of a deceased member any key money, or site development fund or monies loaned by that member to or for the benefit of the Club before the same becomes properly repayable whenever in its absolute discretion it considers it fair and reasonable so to do.

#### 7 ANNUAL AND SPECIAL GENERAL MEETINGS

- 7.1 The Annual General Meeting shall be held on the second Friday of March in every year at a time and place to be named by the Committee.
- 7.2 Prior to the 17th January in each year, the Honorary Secretary shall post or deliver by hand or electronically a notice of the Annual General Meeting to each member stating the date, time and place at which the Annual General Meeting shall be held.
- 7.3 The Honorary Secretary shall on or before 21<sup>st</sup> February in each year then post or deliver by hand or electronically to each member an Agenda setting out the business to be dealt with at the Annual General Meeting which shall include:
  - (i) Approving the Minutes of the previous Annual General Meeting and any Special General Meeting held since then.
  - (ii) Receiving the Officers reports.
  - (iii) Approval of the accounts.
  - (iv) Nominations for the election of Officers, Committee Members and Honorary Verifier and their election.
  - (v) The setting of subscriptions and fees for the ensuing year.
  - (vi) Confirmation of the level of third party insurance required under Rule 4.2.2.
  - (vii) Any additional business which has been proposed, seconded and notified to the Honorary Secretary on or before 1900 hours on the second Thursday of February. No other business will be dealt with at the Annual General Meeting.
- 7.4 No member may make proposals for resolutions to be considered at either the Annual General Meeting or at a Special General Meeting unless he has already been a fully paid up member of classes (i), or (ii) for at least 12 months prior to the date of such meeting, or is an Honorary Member who has been granted voting rights.
- 7.5 Only adult members of classes (i) or (ii) and Honorary Members with voting rights shall be entitled to vote at an Annual General Meeting or a Special General Meeting.
- 7.6 At an Annual General Meeting in each year a person shall be appointed to verify the accounts of the Club for the current financial year (the Honorary Verifier). In the event that he is unwilling or unable to act, the Committee shall appoint a substitute.
- 7.7 At any Annual General Meeting any person may, by simple majority, be appointed as an Honorary Member (either for a limited period or for life) with or without full voting rights.
- 7.8 No member shall be entitled to a postal vote at an Annual General Meeting unless he is unable to attend due to illness, or will not be present in the counties of Suffolk or Norfolk at the date of the Annual General Meeting, and he has sought the consent of the Committee, which shall be granted provided such consent has been sought prior to 28<sup>th</sup> February in each year.
- 7.9 Unless otherwise stated, a simple majority of those present who are entitled to vote plus those having cast a duly authorised postal vote shall be required for any proposal to be carried, provided that a quorum of no fewer than 49 members entitled to vote are present.
- 7.10 All proposed alterations to this Constitution and the Rules shall be put to the vote of the meeting at which such are proposed. A proposal shall be deemed carried if no less than two thirds of the postal votes and votes of the members present and entitled to vote are cast in favour. Voting shall be by a show of hands, unless at least 5 members demand a ballot.
- 7.11 The Committee may call, or, on the written request of not less than 12 members entitled to vote specifying the business to be discussed, shall call a Special General Meeting of the Club giving no fewer than 14 days' notice in writing specifying the business to be discussed. No other business will be discussed at the meeting.

- 7.12 A notice shall be deemed to have been served 7 days after posting or delivering by hand or electronically to a member at his address registered for the receipt of notices.
- 7.13 At an Annual General Meeting in each year a person shall be appointed to maintain the Club's data base (Data Controller). In the event that he is unwilling or unable to act the Committee shall appoint a substitute

#### 8 TRUSTEES

There shall not be less than two nor more than four Trustees of the Club. No more than two trustees shall be members of the Committee at any one time. The Trustees shall be nominated by the Committee and the property of the Club (other than cash which shall be under the control of the Honorary Treasurer) shall be vested in them to be dealt with by them as the Committee shall from time to time direct by resolution (of which an entry in the minute book shall be conclusive evidence). The Trustees shall be indemnified against risk and expense out of Club property. The Trustees shall hold office until death or resignation or until removed from office by a resolution of the Committee who may, for any reason which may seem sufficient to a majority of them present and voting at any meeting, remove any Trustee or Trustees from the office of Trustee. Where, by reason of any such death, resignation or removal, it shall appear necessary to the Committee that a new Trustee or Trustees should be appointed, or if the Committee shall deem it expedient to appoint an additional Trustee or additional Trustees, the Committee shall by resolution nominate the person or persons to be so appointed. For the purpose of giving effect to any nomination pursuant to this paragraph, the Commodore for the time being shall be the person authorised to appoint Trustees of the Club within the meaning of Section 36 of the Trustees Act 1925 and he shall by deed duly appoint the person or persons so nominated by the Committee as the new Trustee or Trustees of the Club and the provisions of the Trustees Act 1925 shall apply to any appointment. Any statement of fact in any such deed of appointment shall be in favour of a person dealing bona fide and for value with the Club or Committee and shall be conclusive evidence of the fact so Any person on ceasing to be a Trustee or being newly appointed a Trustee shall execute such documentation as may be deemed necessary in relation to the holding of any assets of the Club.

#### 9 DISSOLUTION

- 9.1 The Club may only be dissolved, or its premises or any part thereof sold, if a Special General Meeting is called for that purpose and at least 90% of the members entitled to vote (being those present and permitted postal voters) vote to do so in accordance with any specific provision approved at that meeting.
- 9.2 On dissolution, the balance of any monies remaining to the credit of the Club after disposal of all Club assets and the discharge of all debts and the refund of all monies owed to members, shall be divided into the number of shares equal to the total number of completed years of membership of all members of classes (i), (ii), and (iii) shall receive a sum equal to the value of the number of shares relating to his total number of number of completed years of membership.

#### 10 INTERPRETATION

- 10.1 In this Constitution and the Rules of the Club where the context requires the masculine gender shall include the feminine and the singular shall include the plural.
- 10.2 Any dispute arising between members including between members and the Committee as to the interpretation or application of the provisions of this Constitution and the Rules of the Club shall on the application of either party be referred to mediation by an independent mediator to be appointed by the Committee and agreed to by both the Committee and the members involved in the dispute. Such mediator may be a Club member.

#### **RULES**

#### 1 GENERAL

- 1.1 Any injury to a person or damage to the property of a member or the Club must be reported to the Honorary Moorings Officer and the owner of the damaged property as soon as practicable.
- 1.2 Members must at all time respect Club property and other members' property and the enjoyment of the facilities by other Club members.
- 1.3 Members, their families and guests must not behave in such a manner as might cause annoyance to other members.
- 1.4 Dogs must be kept under proper control and on a short lead at all times whilst on club premises.
- 1.5 The pedestrian right of way through the Club premises must not be obstructed other than when using the winch and boat trolley in accordance with the appropriate Method Statement.
- 1.6 The Club premises and facilities shall not be used for any commercial enterprise. No boat occupying a berth on Club moorings shall be used in charter work, hire work or any other form of commercial activity.
- 1.7 The slipway winch and/or mast crane can only be used by members if they have booked their use with the Honorary Moorings Officer and the member operating the winch and/or mast crane has undertaken the Club training course within the previous 5 years. The skipper of the boat must also have undertaken the Club training course within the previous 5 years.
- 1.8 The slipway, trolley, foreshore and hard-standing (other than for car parking) are for the exclusive use of members other than temporary members.

## 2 HOUSEKEEPING

- 2.1 All gates must be kept locked when unattended.
- 2.2 Dinghies, gear and equipment must not be allowed to obstruct the gangway, pontoons, workboats, roadway, footpath, parking areas and foreshore.
- 2.3 Boat owners must ensure that their litter and rubbish is removed from the area prior to leaving the Club premises each day.
- 2.4 Refuse may only be deposited in the bin provided.
- 2.5 Old engine oil, thinners, paint and any other contaminative waste materials must not be left on the Club premises.
- 2.6 No flammable liquids are to be placed in the rubbish bin.
- 2.7 No flammable liquids may be stored anywhere on the Club premises other than that required for the Club's own machinery.

# 3 VEHICLES

- 3.1 Vehicular access to the site is subject to the following conditions:
  - (i) Access is limited to members, their guests and bona fide visitors at their own risk.
  - (ii) Vehicles may only be parked on the mound for loading or unloading.
  - (iii) A speed limit of 10 m.p.h. must be observed and drivers must comply with traffic direction signs.
  - (iv) Vehicles may only be parked in the compound or beside the foreshore footpath or other areas designated by the Committee for parking use.
  - (v) Special care must be taken at all times, particularly at the intersection of the Club access road and the public footpath.

#### 4 MOORING RULES

#### 4.1 ALLOCATION

- 4.1.1 A maximum of 71 permanent berths shall be provided by the Club.
- 4.1.2 No boat with a beam exceeding 3.5 metres or a LOA of 10 metres shall be allocated a berth on the North side pontoon moorings and no boat with a beam exceeding 4 metres or a LOA exceeding 12 metres shall be allocated a berth on the South side pontoon moorings. No boat with a LOA less than 8.5 metres LOA shall be allocated a berth on the South side pontoon moorings.
- 4.1.3 Members are allocated a berth for a boat of specified size on a continuing, winter only or unallocated=basis at the discretion of the Honorary Moorings Officer in accordance with Rules 4.1.2 & 4.1.5 hereof. Where the boat is in the ownership of two or more members, the berth shall be allocated to the member whose name appears first on the application form. Where the member to whom the berth is allocated ceases to have an interest in the boat, the allocation shall be transferred to the member next named on the application form, providing that such member was a joint owner at the time of the original berth allocation. All changes in ownership of the boat must be reported to the Honorary Moorings Officer in writing as soon as reasonably possible. For the purpose of this Rule a family membership is taken as meaning joint owners.
- 4.1.4 Any member requiring a berth on a continuing basis must pay a deposit of £50.00 to the Club and submit a completed application form to the Honorary Moorings Officer. The Honorary Moorings Officer shall keep a register of applications which shall be open for inspection by any member and shall contain the name of the member and any part owner, the name and dimensions of the boat and the date of receipt of the application by the Honorary Moorings Officer.
- 4.1.5 Members will be allocated berths, by the Committee in accordance with their position on the waiting list, the compatibility of the boat to the berth available, and if they have in the view of the Committee made a reasonable contribution to Club activities. Any dispute concerning the allocation of the berth shall be referred to the Committee whose decision shall be final.
- 4.1.6 A member, upon being allocated a berth, must within 14 days of being notified of such allocation pay key money of £350.00 to the Club (of which the £50.00 deposit already paid shall be part). In default of payment the allocation will be withdrawn.
- 4.1.7 Berthing fees shall be payable from the date of allocation of the berth and harbour dues must also be paid before the boat occupies the allocated berth.
- 4.1.8 Key money, less such sums as may be due to the Club, shall be returned to the member when the allocated berth is relinquished.
- 4.1.9 If a member having an allocated berth disposes of his boat he shall either relinquish that berth or continue to pay berthing fees at the rate previously paid until he acquires and berths a new boat.
- 4.1.10 Any member who has already been allocated a berth, wishing to transfer to an alternative berth shall, subject to availability and Committee's consent, be allocated such alternative a berth in accordance with the provisions of Rule 4.1.2 above.
- 4.1.11 No member having a berth on a continuing basis shall be required to change his berth unless directed by the Honorary Moorings Officer for reasons of safety of any boat or berth or for any other good reason.
- 4.1.12 Only one berth shall be allocated to any membership. If any additional berths are requested by a member, the Committee may grant such request subject to the availability of a suitable berth and payment of a berth fee on the unallocated basis.
- 4.1.13 If and when a crew member owns a share in, or the whole of, a boat and he wishes to place this on the club moorings, he can only do so at the berth fee rate applicable to visitors, until he has applied for and obtained full Club membership of classes (i), (ii) or (iii) in accordance with the Constitution and Rules of the Club

#### 4.2 BERTH USER'S RESPONSIBILITIES

- 4.2.1 Berth holders shall be responsible for ensuring that their portion of the main and finger pontoons are kept scrubbed clean and tidy (pressure washers must not be used for this purpose).
- 4.2.2 Boats using any Club facilities must be insured at all times including cover against Third Party claims to a minimum level set by the Committee in each year. Certification of insurance will be required in respect of every boat using a Club berth. If a boat is inadequately insured or in such condition as to present a hazard, the owner must remove it from the Club berth immediately.
- 4.2.3 Notwithstanding the provisions of Rule 4.1.11 above, any boat may be removed from its allocated berth in the event of either an emergency causing danger to itself, to other boats, the moorings, or any person, or it being necessary to do so to enable a work party to perform a particular task.
- 4.2.4 Any boat moored on a Club berth shall be at the owner's risk as to any damage that may be caused by or to it.
- 4.2.5 Proper fenders must be used between boats.
- 4.2.6 The Committee have the power to refuse to allow any boat to participate in any Club event for any reason.
- 4.2.7 Harbour bylaws must be observed. Copies of "Information for Small Craft and Yachts Using Lowestoft harbour and the Seaward Approaches to Mutford Lock" (published annually) may be obtained from the Port Office.
- 4.2.8 Unattended boats moored on a club berth are to be disconnected from the mains electrical supply unless the supply is monitored by a meter supplied by the user.

#### 4.3 UNALLOCATED AND VISITOR'S MOORING

- 4.3.1 Any berth vacated for more than 7 days shall be notified to the Honorary Moorings Officer and may be re-let on an unallocated or visitor basis until the boat returns, during which time the Club shall assume responsibility for the berth.
- 4.3.2 Vacant berths may be let for a period not exceeding 14 days for temporary members on a visitor basis and one month for other members on an unallocated basis at the discretion of the Honorary Moorings Officer who shall report such arrangements to the Committee for ratification.
- 4.3.3 Temporary members may have a pontoon access key from the Honorary Moorings Officer against a returnable deposit fixed annually by the Committee. No refund of any berth fee or other monies payable by such member shall be made in respect of any period off the berth.
- 4.3.4 Any visiting boat may be required to move or be moved by the Honorary Moorings Officer. Permission for this will be deemed to have been given by the owner.
- 4.3.5 It is the responsibility of the person in charge of any visiting boat to report its arrival to the Honorary Moorings Officer and to pay such fees as may be payable.
- 4.3.6 Temporary members may replenish their water tanks, charge their batteries and have use of the car park, toilets and showers only.
- 4.3.7 Permission for temporary members to use any other Club facility will be given only in exceptional circumstances and subject to the agreement of 3 Committee members of which at least one must be an officer of the Club.
- 4.3.8 Members of classes (i), (ii) or (iii) with boats occupying a berth on an unallocated basis shall pay berth fees calculated at the unallocated rate. Members of classes (iv) and (v) with boats occupying a berth on the visitor basis and shall pay berth fees at the visitor rate.

# 4.4 SOUTHWOLD MOORING

4.4.1 All the above rules in this Section 4 apply to the Southwold moorings insofar as they are relevant thereto.

- 4.4.2 No boat may moor on the Southwold mooring for more than 7 days at a time, with no return to that mooring within 15 days. This 15 day rule may be waived by the Honorary Moorings Officer on application. If mechanical failure or stress of weather compels a boat to remain after 7 days, the Honorary Moorings Officer or the Commodore must be informed as soon as practicable.
- 4.4.3 Not more than 3 boats may moor abreast on the Southwold mooring and may not moor in line astern so as to overlap the pontoon.
- 4.4.4 No boat shall be left unattended on the Southwold mooring overnight unless unable to leave for the reasons referred to in Rule 4.4.2 above.

## 5 COMPOUND RULES

#### 5.1 HARD STANDING

- 5.1.1 Only Club members (excluding temporary members) may use the compound for the lifting and storage of boats.
- 5.1.2 No boat may be laid up in the compound for a continuous period spanning more than two winters.
- 5.1.3 The number of hard standing winter berths is limited so they shall be allocated according to the list of members' dates of first becoming a member, starting with the earliest. Any member failing to be allocated a berth in one winter will be guaranteed a berth the next winter.
- 5.1.4 All boats must have adequate insurance cover whilst being craned out or in and whilst lying ashore.
- 5.1.5 Any boat to be stored in the compound not currently having an allocated berth shall pay 6 months' winter or summer berthing fees in addition to craning and hard-standing fees.
- 5.1.6 All boats which cannot stand unaided (e.g. fin or long keel) must be supported in a proper cradle. The use of drums, props etcetera is not permitted. All cradles must be identified with the boat's name and marked "Bow" and "Aft". All newly introduced cradles must be capable being folding down flat if they are to remain on the Club premises when not in use. Existing solid ones are not transferable to other members unless first altered to fold down flat if they are to remain on Club premises when not in use. All ladders must also be identifiable.
- 5.1.7 All ladders, scaffolds, etcetera are to be locked in an inoperable position or removed from the compound when not in use.
- 5.1.8 Unattended boats in the compound are to be disconnected from the mains electricity supply.

#### **5.2 CRANAGE**

- 5.2.1 The order of lifting and positioning of boats on the hard standing is at the discretion of the person appointed by the Committee to plan and organise such matters.
- 5.2.2 Boats will not be lifted unless the owners or their authorised representatives are present.
- 5.2.3 No person may remain on a boat whilst it is being lifted.
- 5.2.4 Hard hats, yellow hi-viz jackets or waistcoats, safety boots and lifejackets must be worn by all persons in the compound or otherwise assisting with lifting operations.
- 5.2.5 Cranes may not be used for the lifting or lowering of masts or engines until the last boat of the day has been lifted.
- 5.2.6 Where a member wishes to lift a boat out or in other than as part of an organised Club event, the hiring and insurance of the crane must be arranged by and paid for by the member.
- 5.2.7 No craning may be undertaken without the consent of the Committee.

- 5.2.8 No crane or other heavy equipment may be brought on to Club premises without the prior permission of the Committee.
- 5.2.9 Cleaning of a boat hull must not be carried out, nor any vehicles brought into the compound until all the cranes have left the compound.

# 5.3 GRIT BLASTING/HULL PEELING/PRESSURE WASHING

- 5.3.1 No dry grit or sand blasting may be undertaken.
- 5.3.2 Where hull peeling, wet blasting or keel grinding is contemplated, arrangements must be made with the Honorary Moorings Officer prior to the boat being lifted out. Such treatment is to be undertaken in accordance with Club requirements for the protection of other boats and shall include at least the following:
  - (i) The owner of the boat being worked on must be present throughout the peeling, blasting or grinding process.
  - (ii) The owners of the adjacent boats must be first informed.
  - (iii) The boat must first be completely tented in to prevent any material resulting from the peeling, blasting or grinding process escaping and the ground must be suitably covered to contain any falling debris.
  - (iv) All debris resulting from the operation must be removed from the compound at the end of the process.
  - (v) No peeling, blasting or grinding may be undertaken during the winter storage period without the prior consent of the Committee or without complying with any requirements laid down by the Committee. The Committee may in its absolute discretion require all work to be halted at any time.
- 5.3.3 No pressure washing of hulls or other equipment may be carried out in the compound between the first day of March and the day after the date of lifting in each year.