

**The Rules of
South Caernarvonshire Yacht Club Limited**

As amended on 25th May 2018

1. Name

1.1 The name of the Club is South Caernarvonshire Yacht Club Limited.

2. Address

2.1 The registered office of the Club shall be in Wales or England.

3. Objects

3.1 The principal object for which the Club is established is to promote sailing and yachting. In order to achieve this principal object the Club has subsidiary objects listed in its Memorandum of Association.

4. Full Members

4.1 All members of the Club who are not designated by these Rules as Associate Members shall be full members of the Club.

4.2 For the purposes of the annual subscription to be paid by a full member, there shall be the following classes of full members, namely:

Young Family Members
Adult Family Members
Young Couples Members
Adult Couples Members
Connected Family Members
Lower Young Single Members
Upper Young Single Members
Adult Single Members
Veteran Members
Life Members
Discretionary Members

4.3 Save as expressly otherwise provided in the Memorandum and Articles of Association of the Club and/or these Rules, all full members shall enjoy the same rights, benefits and privileges of membership.

4.5 Any full member may, at the request of the Council (but not otherwise), attend and speak (but not vote) at a Council meeting.

4.6 Upon the date of the adoption of these Rules, the membership of all full members shall be re-designated appropriately in accordance with these Rules.

5. Family Members

5.1 A Young Family Member shall be one of two married parents or two parties to a civil partnership or a man or woman with a partner each of whom is 26 years old or more and is less than 40 years old on 1 October of the current subscription year with any number of children each of whom is five years old

or more and less than 21 years old on that date and whose husband, wife, civil or other partner and such child or children are members of the Club.

- 5.2 An Adult Family Member shall be one of two married parents or two parties to a civil partnership or a man or woman with a partner any one of whom is 40 years old or more on 1 October of the current subscription year with any number of children each of whom is five years old or more and less than 21 years old on that date and whose husband, wife, civil or other partner and such child or children are members of the Club.

6. Couples Members

- 6.1 A Young Couples Member shall be one of two married parents or two parties to a civil partnership or a man or woman with a partner each of whom is a member of the Club and is 21 years old or more and is less than 40 years old on 1 October of the current subscription year but, in each case, either without children or with children who are less than 21 years old on that date but who are not members of the Club.

- 6.2 An Adult Couples Member shall be one of two married parents or two parties to a civil partnership or a man or woman with a partner any one of whom is 40 years old or more on the 1 October of the current subscription year but, in each case, either without children or with children who are less than 21 years old on that date but who are not members of the Club.

7. Connected Family Members

A Connected Family Member is a person whose husband, wife, civil or other partner or is a fully paid-up Young Family Member or Adult Family Member or Young Couples Member or Adult Couples Member of the Club. A Connected Family Member shall not be required to pay an entrance fee (provided that such Connected Family Member joins the Club at the same time as the relevant Young Family Member or Adult Family Member or Young Couples Member or Adult Couples Member) nor any annual subscription in addition to the annual subscription (“main subscription”) paid by his or her husband, wife, civil or other partner as the case may be. A Connected Family Member shall not be entitled to exercise any right, benefit or privilege of membership during any subscription year for so long as the relevant main subscription or any part thereof for that year remains unpaid.

8. Single Members

- 8.1 A Lower Young Single Member is a single person who is 21 years old or more and is less than 26 years old on 1 October of the current subscription year and who is not otherwise a full member of the Club.
- 8.2 An Upper Young Single Member is a single person who is 26 years old or more and is less than 40 years old on 1 October of the current subscription year and who is not otherwise a full member of the Club.

- 8.3 An Adult Single Member is a single person who is 40 years old or more on 1 October of the current subscription year and who is not otherwise a full member of the Club.

9. Veteran Members

- 9.1 A Veteran Member is a person who is 65 years old or more on 1 October of the current subscription year and who, on that date, has prior thereto completed at least 25 years' continuous membership of the Club.
- 9.2 The husband, wife, civil or other partner of any member to whom the provisions of Rule 9.1 apply shall be entitled to Veteran membership irrespective of the age or period of continuous membership of such husband, wife, civil or other partner.
- 9.3 Any member who immediately before the date upon which these Rules take effect was an existing Widow/er Member under the Rules subsisting immediately prior thereto shall be entitled to Veteran membership notwithstanding that such member is less than 65 years old and/or has not completed at least 25 years continuous membership of the Club.

10. Life Members

- 10.1 Life Members must be proposed by Council and seconded by a full member of the Club entitled to attend and vote at a General Meeting of the Club and such proposal must be approved by ordinary resolution passed at the Annual General Meeting of the Club at its meeting next following such proposal. The rights, benefits and privileges of a Life Member shall not be exercised by any person until his or her appointment as such has been so approved. A Life Member shall be such a member of the Club for the rest of the life of such member or until such membership is terminated by the members by ordinary resolution passed at a General Meeting of the Club or until the date such member shall notify the Club in writing of his or her resignation whichever shall be the soonest. Any resignation shall take effect upon the date upon which it is received by the Club.
- 10.2 Life Members shall not be required to pay any entrance fee or annual subscription or any other levy attributable to maintaining membership payable by other members but a Life Member shall be required to pay for all goods and services ordered by him and provided by or on behalf of the Club from time to time.
- 10.3 The number of Life Members shall be limited to Fifteen.
- 10.4 The husband, wife, civil or other partner of any member to whom the provisions of Rule 10.1 apply and the widow/er of any member to whom the provisions of Rule 10.1 apply shall not be required to pay any entrance fee or annual subscription or any other levy attributable to maintaining membership payable by other members but shall be required to pay for all goods and

services ordered by him and provided by or on behalf of the Club from time to time.

11. Discretionary Members

- 11.1 Any full member may request at any time a Discretionary Membership, such request to be made in writing, and Council shall have the power in its absolute discretion to accept or reject such request by the member.
- 11.2 Such Discretionary Membership subscription shall be one half of a Single Member's subscription for the current subscription year.
- 11.2 Discretionary Membership shall cease on 30 September next following the date upon which it was accepted.

12. Associate Members

- 12.1 The following classes of member shall be associate members pursuant to Article 9 of the Articles of Association of the Club.:-

- Trial Sailing Members
- Junior Members
- Connected Junior Members
- Honorary Members
- Temporary Members
- Lifeboat Members
- Coastguard Members
- Patrons

- 12.2 Associate members shall enjoy the same rights, benefits and privileges of membership as full members save as expressly otherwise provided in the Memorandum and Articles of Association of the Club and/or these Rules.
- 12.3 Associate members shall not be eligible for election as an Officer of the Club or as a member of Council nor to propose or second any person for membership of the Club or for election as an officer of the Club or a member of Council.
- 12.5 Any associate member may, at the request of the Council (but not otherwise), attend and speak (but not vote) at a Council meeting.
- 12.6 Upon the date of the adoption of these Rules, the membership of all associate members shall be re-designated appropriately in accordance with these Rules.

13. Trial Sailing Members

- 13.1 A Trial Sailing Member is a person who has applied to become a Trial Sailing Member under Rule 13.2 and whose application therefor has been granted upon election to membership of the Club. For the avoidance of doubt, the

provisions of Rule 21 apply to any person applying to become a Trial Sailing Member.

- 13.2 Any person to whom the provisions of Rule 13.4 do not apply may upon his application to become a member of the Club apply to become a Trial Sailing Member and if such application is granted, Trial Sailing Membership shall apply to that person until 30 September next following the date of his election to membership of the Club whereupon it shall automatically expire after which the provisions of Rule 13.3 shall apply.
- 13.3 Any person to whom the provisions of Rule 13.2 apply may apply to become a member of the Club in a different class upon the expiration of such Trial Sailing Membership. Provided that such application is made not later than 28 days after the expiry of the Trial Sailing Membership, the applicant shall not be required to pay any entrance fee for joining the Club but shall be required to pay the relevant full membership subscription applicable to the relevant class for the then current year. The Council may, in its absolute discretion, waive the requirement for payment of the entrance fee for any such applicant for full membership whose application is made after the expiration of the 28 day period hereinbefore mentioned.
- 13.4 Trial Sailing Membership shall not be available to a person if he or his spouse or his civil or other partner or any child of either of them has been a full or associate member of the Club at any time during the ten year period immediately preceding his application for Trial Sailing Membership.
- 13.5 For the purposes of the annual subscription to be paid by Trial Sailing Members, there shall be the following classes thereof, namely:

Young Family Members
Adult Family Members
Young Couples Members
Adult Couples Members
Connected Family Members
Lower Young Single Members
Upper Young Single Members
Adult Single Members
Junior Members
Connected Junior Members

The qualifications for each of those classes shall be the same as set out in Rules 5 to 8 inclusive and Rules 14 and 15 respectively.

- 13.6 The subscription payable by each Trial Sailing Member shall be that which would be payable if such Trial Sailing Member were a member of the relevant applicable class but reduced by one half.

14. Junior Members

A Junior Member is a person who is not less than five years old and is less than 21 years old on 1 October of the current subscription year and either or both of whose parents are not members of the Club.

15. Connected Junior Members

A Connected Junior Member is a person who is not less than five years old and is less than 21 years old on 1 October of the current subscription year and one or both of whose parents is a fully paid-up Young Family Member or Adult Family Member of the Club. A Connected Junior Member shall not be required to pay an annual subscription in addition to the annual subscription (“parental subscription”) paid by his or her parent. A Connected Junior Member shall not be entitled to exercise any right, benefit or privilege of membership during any subscription year for so long as the relevant parental subscription or any part thereof for that year remains unpaid.

16. Junior and Connected Junior Members

- 16.1 Each candidate for Junior Membership or Connected Junior Membership shall make application on the requisite form and must be proposed and seconded by separate full members of one year’s standing entitled to attend and vote at a General Meeting of the Club. The parent or guardian of a candidate for Junior Membership or Connected Junior Membership shall undertake to pay all sums due to the Club from time to time by the Junior Member or the Connected Junior Member and the Council shall not be required to consider any application for Junior Membership or Connected Junior Membership unless it is accompanied by such an undertaking in the form prescribed by the Council from time to time. The proposer of a candidate for Junior Membership or Connected Junior Membership shall be responsible for such member and his actions and behaviour on Club premises
- 16.2 Junior Members and Connected Junior Members shall not enjoy any right, benefit or privilege of membership other than the personal use of the Club’s premises for the duration of such Junior Membership or Connected Junior Membership together with such other privileges (if any) as Council may from time to time determine.
- 16.3 The membership of any Junior Member or Connected Junior Member may be terminated without notice by simple majority vote of Council in its absolute discretion at any time. If the membership of any Junior Member shall be terminated under this Rule, the Club shall pay to such Junior Member the amount pro-rata of any subscription (but not any entrance fee or other levy) paid by such Junior Member attributable to the period from the date of termination to the 30 September next following but without interest thereon.
- 16.4 Junior Members and Connected Junior Members under the age of seventeen may not purchase or attempt to purchase tobacco or cigarettes within the Club premises.

16.5 Junior Members and Connected Junior Members under the age of fourteen are not permitted in any of the licensed bar areas for the time being unless accompanied by and under the control of a responsible adult member at all times.

16.6 Any Junior or Connected Junior Member may apply to become a full member of the Club upon attaining the age of 21 years. Provided that such application is made before 1 October next following the date upon which such Junior or Connected Junior Member has attained the age of 21 years, such Junior Member or Connected Junior Member shall not be required to pay any entrance fee for joining the Club but shall be required to pay the relevant full membership subscription for the then current year. The Council may, in its absolute discretion, waive the requirement for payment of the entrance fee for any such applicant for full membership whose application is made after the 1 October next following the date upon which such Junior or Connected Junior Member has attained the age of 21 years.

16A **Patrons**

16A.1 Patrons (who must be, in the opinion of the Council, persons of standing, influence and respectability either nationally or locally) may be proposed by the Council from time to time but any such proposal shall not take effect unless and until it is approved by ordinary resolution passed at a General Meeting. The rights, benefits and privileges of a Patron shall not be exercised by any person until his or her appointment has been so approved.

16A.2. A Patron shall be a member of the Club until such membership is terminated by the members by ordinary resolution passed at a General Meeting of the Club or the date on which the Patron shall notify the Club in writing of his or her resignation whichever shall be the sooner. Any resignation shall take effect on the day upon which it is received by the Club.

16A.3 Patrons shall not be required to pay any entrance fee or annual subscription or any other levy attributable to maintaining membership payable by other members but a Patron shall be required to pay for all goods and services ordered by him and provided by or on behalf of the Club from time to time.

16A.4. The number of Patrons shall be limited to Six.

17. **Honorary Members**

17.1 Save only as otherwise expressly provided by Rule 17.4, Honorary Members must be proposed by Council and seconded by a full member of the Club entitled to attend and vote at a General Meeting of the Club and such proposal must be ratified by the Annual General Meeting of the Club at its meeting next following such proposal. The rights, benefits and privileges of an Honorary Member shall not be exercised by any person until his or her appointment as such has been so ratified.

- 17.2 An Honorary Member shall be such a member of the Club until such membership is terminated by the members by ordinary resolution passed at a General Meeting of the Club or the date such member shall notify the Club in writing of his or her resignation whichever shall be the sooner. Any resignation shall take effect upon the date upon which it is received by the Club.
- 17.3 Honorary members shall not be required to pay any entrance fee or annual subscription or any other levy attributable to maintaining membership payable by other members but an Honorary Member shall be required to pay for all goods and services ordered by him and provided by or on behalf of the Club from time to time.
- 17.4 The following shall, upon first election to office, be offered Honorary Membership which shall be effective upon acceptance in writing and which shall continue only for their duration in office or until terminated by the Members by ordinary resolution passed at a General Meeting of the Club, whichever shall be the sooner:

The Commodore – Pwllheli Sailing Club
The Commodore – Madoc Yacht Club
The Commodore – National Yacht Club
The Chairman – Welsh Yachting Association
The Commodore – Royal St. George Yacht Club

The provisions of Rule 17.1 shall not apply in respect of the appointment of any person as an Honorary Member pursuant to the provisions of this Rule 17.4.

- 17.5 The number of Honorary Members shall be limited to Twenty Five.

18. Temporary Members

- 18.1 The Council shall have power in its absolute discretion to grant or refuse Temporary Membership to any persons and members of their immediate family (being the husband, wife, civil or other partner, father, mother or child of such temporary member) who are competing in an event or championship hosted by the Club.

- 18.2 Any officer of the Club shall have power in his absolute discretion to grant or refuse Temporary Membership to any member of any recognised yacht club:-

(a) visiting Abersoch in his yacht or any of his family or friends on board; or

(b) otherwise visiting Abersoch provided always that in the case of this sub-clause (b) such Temporary Membership shall extend only during the day on which such application for Temporary Membership has been granted and shall not be granted on more than three separate occasions (but not on any consecutive days) in any subscription year

but no officer of the Club shall have power to grant Temporary Membership to any person to whom such membership has been refused by any other officer.

- 18.3 Temporary Membership shall be available only to persons who usually reside more than five kilometres from the Clubhouse.
- 18.4 A member may apply for Temporary Membership for any house guest by applying on the Temporary Membership Application Form and paying such Temporary Membership subscription as the Council may determine from time to time. Any two officers of the Club shall have the power in their absolute discretion to grant or refuse such application, but no two officers of the Club shall have power to grant Temporary Membership to any person to whom such membership has been refused by any other officer
- 18.5 Every Temporary Member shall undertake to the Club in the form prescribed by the Council from time to time to be bound by the Rules of the Club during such Temporary Membership but shall not be entitled to exercise any right, benefit or privilege of membership prior to the delivery to the Club of such undertaking.
- 18.6 A Temporary Membership shall take effect from the time at which the relevant Temporary Member signs the Register of Temporary Members kept in the Clubhouse for that purpose and shall be limited to a maximum period of one month and any person shall be limited to one period of Temporary Membership in any calendar year commencing on the 1 October in each year.
- 18.7 The Council has the power at all times to terminate any Temporary Membership without notice and in its absolute discretion by a simple majority vote.
- 18.8 Temporary Members shall not be entitled to any right, benefit or privilege of membership other than the personal use of the Club's premises for the duration of such Temporary Membership together with such other privileges (if any) as Council may from time to time determine.
- 18.9 A Temporary Member shall not be entitled to introduce a guest, to steer a boat or enter a boat for any club race.
- 18.10 A waiting period of 48 hours between the application being approved and introduction of the proposed Temporary Member shall be observed.

19. Lifeboat Members

- 19.1 All current members from time to time of the crew and administration staff of Abersoch Lifeboat Station shall be Associate Members of the Club, such Membership ceasing on the day upon which they cease to be a member of the crew or administration staff of the Abersoch Lifeboat Station or, if earlier, upon receipt by the Club of written notice of resignation by such any such member.

- 19.2 Lifeboat Members shall not pay any annual subscription or entrance fee but a Lifeboat Member shall be required to pay for all goods and services ordered by him and provided by or on behalf of the Club from time to time.
- 19.3 Every Lifeboat Member shall undertake to the Club in the form prescribed by the Council from time to time to be bound by the Rules of the Club during such Lifeboat Membership but shall not be entitled to exercise any right, benefit or privilege of membership prior to the delivery to the Club of such undertaking.
- 19.4 Lifeboat Members shall not be entitled to any right, benefit or privilege of membership other than the personal use of the Club's premises for the duration of such membership together with such other privileges (if any) as Council may from time to time determine.

20. Coastguard Members

- 20.1 All current members from time to time of the crew and administration staff of Abersoch Coastguard Station shall be Associate Members of the Club, such Membership ceasing on the day upon which they cease to be a member of the crew or administration staff of the Abersoch Coastguard Station or, if earlier, upon receipt by the Club of written notice of resignation by such any such member.
- 20.2 Coastguard Members shall not pay any annual subscription or entrance fee but a Coastguard Member shall be required to pay for all goods and services ordered by him and provided by or on behalf of the Club from time to time.
- 20.3 Every Coastguard Member shall undertake to the Club in the form prescribed by the Council from time to time to be bound by the Rules of the Club during such Coastguard Membership but shall not be entitled to exercise any right, benefit or privilege of membership prior to the delivery to the Club of such undertaking.
- 20.4 Coastguard Members shall not be entitled to any right, benefit or privilege of membership other than the personal use of the Club's premises for the duration of such membership together with such other privileges (if any) as Council may from time to time determine.

21. Admission of Members

- 21.1 Members of all categories (whether full or associate) other than Life, Honorary, Temporary, Junior, Connected Junior, Lifeguard and Coastguard Members shall be elected to membership by a majority ballot of the Council. Life, Honorary, Temporary, Junior, Connected Junior, Lifeguard and Coastguard Members shall be elected or admitted to membership (as the case may be) in accordance with the provisions of these Rules relating to the election or admission of such members respectively.

- 21.2 Candidates for membership (other than Life, Honorary, Temporary, Junior, Connected Junior, Lifeguard and Coastguard Members who shall be elected or admitted to membership (as the case may be) in accordance with the provisions of these Rules relating to the election or admission of such members respectively) shall be proposed and seconded by separate full members of the Club of at least one year's standing entitled to attend and vote at a General Meeting of the Club. A candidate for membership shall complete and sign the requisite application form for membership and shall state therein the candidate's full name, residential address, email address (if the candidate has one), occupation and such other information as may from time to time be specified by Council. A candidate for membership shall also sign an undertaking in the form prescribed by the Council from time to time to be bound by the Club's Rules as amended from time to time. The duly completed application form and undertaking to be bound by the Club's Rules shall be forwarded together with the appropriate entrance fee and subscription, to the Club Secretary who shall communicate it to Council and if it is approved shall be entered in the register of Members. A summary of each application shall be posted in the Club not less than seven clear days before the ballot. The Council shall not be required to consider any application for membership which does not comply with the requirements of this Rule 21.2.
- 21.3 Admission to membership shall be conditional upon payment by the candidate of the first year's annual subscription and the appropriate entrance fee, both payable at the time of submitting the application form. The Council shall not be required to consider any application for membership until such payments have been received in full by the Club. Such payments shall be immediately refunded (but without interest thereon) by the Club in the event that the application is unsuccessful.
- 21.4 Any omission or inaccuracy in the particulars relating to any candidate shall render his election voidable in the absolute discretion of Council. The Club shall notify in writing as soon as reasonably practicable any person whose election the Council has voided together with reasonable particulars of the reason for voiding the same. A person whose election has been voided may in the absolute discretion of the Council make a further application or applications for membership of the Club. In the event that a further application is not made within 28 days after a candidate has been notified that his election has been voided, the Club shall thereafter refund pro-rata from the date that the election was voided all fees and/or subscriptions for the current year (but without interest thereon) already paid by the candidate but not any earlier year or years provided that no part of any subscription or entrance fee shall be refunded if the election has been voided on the grounds of fraud or that the same failed to state properly any materialy required particular.

22. Entrance Fees and Subscriptions

- 22.1 Entrance fee and subscription rates and all other levies (without limitation) payable by members (whether annual or otherwise) for all classes of full and associate membership shall be determined from time to time by ordinary resolution passed at a General Meeting of the Club on the recommendation of

the Council. All entrance fee and subscription rates and other levies shall subsist until such time as the same shall be determined otherwise by ordinary resolution passed at a General Meeting of the Club.

- 22.2 Entrance fees shall not be payable by or for Junior and Connected Junior Members.
- 22.3 The subscription year shall run from 1 October in each year to the next following 30 September.
- 22.4 Annual Subscriptions shall become due and payable on the First day of January in the year next following the 1 October referred to in Rule 22.3 and all other fees and/or levies approved at a General Meeting of the Club shall be payable on demand.
- 22.5 Any candidate for Membership whose application is received after 1 August but before the 1 October in the same year shall be entitled to a 50% discount on the annual subscription for the year ending on 30 September of that year, but shall pay the full annual amount for his next and subsequent years' subscriptions.
- 22.6 Any Member whose annual subscription approved by the members in General Meeting shall be paid not later than two calendar months after the date on which it becomes due shall be entitled to a discount of 9% thereof or such other discount as the Members shall in General Meeting agree.
- 22.7 All Members will receive written notification of the annual subscription due, such notification to be despatched prior to the 30 November in each year.
- 22.8 Any Member whose entrance fee or annual subscription or other levy approved by the Members in General Meeting remains unpaid four calendar months after the date on which it becomes due shall be thereupon automatically suspended from Membership and notice of his suspension shall be served upon him in accordance with Rule 27 herein and shall also be posted on the Club Notice Board. If such suspended Member shall provide within 14 days after notice of his suspension has been served on him, an explanation in writing to the Club for his failure to pay within such period of four calendar months which the Council considers, in its absolute discretion, to be reasonable, such suspension shall be terminated by the Council and such termination of the suspension shall take effect immediately. The Club shall notify such suspended member in writing as soon as reasonably practicable after the meeting of the Council at which such suspended member's explanation has been considered by the Council whether or not his suspension has been terminated. If such suspension has not been so terminated by the Council, then that member's membership of the Club shall terminate immediately upon service, in accordance with Rule 27 herein, on him of notice that such suspension has not been terminated, and notice of such termination of membership shall be posted on the Club notice board. Any member whose membership has been suspended shall not be entitled to exercise any right, benefit or privilege of membership during any period of suspension.

- 22.9 At the discretion of Council, members may be offered the option to pay subscriptions by Standing Order and/or Direct Debit, subject to a reasonable additional charge in respect of the costs of running such a service.
- 22.10 Any Lower Young Single Member may elect by notice in writing to the Club given at any time prior to 1 January of the subscription year immediately following that in which he has attained 21 years of age to pay a lump sum subscription (determined in accordance with Rule 22.1) covering the period from and including that subscription year until the end of the subscription year during which such member attains 25 years of age (“Final Year”) and provided that such lump sum is paid by or on behalf of that Lower Young Single Member in full prior to the next following 1 March, such Lower Young Single Member shall not have any liability to pay any other subscription for his membership of the Club for that or any succeeding year of his membership up to and including his Final Year but thereafter shall be liable to pay the relevant subscription attributable to his membership. Failure to pay such lump sum subscription within the period specified for the same or such extended period as the Council may in its absolute discretion determine shall render the election null and void and no further election may be made thereafter by that Lower Young Single Member.
- 22.11 Any member who on 30 September 2013 was an existing Young Member (“Young Member”) of the Club less than 26 years old under the Rules then subsisting may elect by notice in writing to the Club given at any time prior to 1 January 2014 to pay a lump sum subscription (determined in accordance with Rule 22.1) covering the period from and including that subscription year until the end of his Final Year (as defined in Rule 22.10) and provided that such lump sum is paid by or on behalf of that Young Member in full prior to the next following 1 March, such Young Member shall not have any liability to pay any other subscription for his membership of the Club for that or any succeeding year of his membership up to and including his Final Year but thereafter shall be liable to pay the relevant subscription attributable to his membership. Failure to pay such lump sum subscription within the period specified for the same or such extended period as the Council may in its absolute discretion determine shall render the election null and void and no further election may be made thereafter by that Young Member.

23. Acceptance of the Rules

- 23.1 All members of whatever class or category (including without limitation associate members under Article 9 of the Articles of Association of the Club) shall be bound by these Rules.

24. Conduct of Members

- 24.1 Any member wilfully infringing or violating the Rules, Regulations or Bye-Laws of the Club or whose conduct in or out of the Club is inconsistent with good behaviour or derogatory or injurious to the interests of the Club may be reported to the Council by any member and the Council may decide, in

its absolute discretion, to suspend such reported member for a period not exceeding three months or to terminate the membership of the member concerned. If the Council shall consider, in its reasonable opinion, that a member has conducted himself in a manner which would entitle the Council, to suspend him or terminate his membership under this Rule 24.1, the Council shall serve written notice upon such member giving reasonable particulars of the conduct in question. Such member shall provide within 14 days after service of such notice an explanation in writing to the Club for his conduct which the Council shall consider at its next meeting thereafter and if the Council, in its absolute discretion, considers such explanation to be acceptable, the Council shall not suspend such member or terminate his membership but otherwise shall suspend for such period or terminate the same as it sees fit in its absolute discretion. The Club shall notify such member in writing as soon as reasonably practicable after the meeting of the Council at which such member's explanation has been considered by the Council whether or not the Council has suspended or terminated his membership, as the case may be, and in the case of a member who has been suspended, the period during which such suspension shall take effect. If such membership shall be terminated by the Council, then that member's membership of the Club shall terminate immediately upon service, in accordance with Rule 27 herein, on him of notice of such termination of membership. Notice of the suspension or termination of any membership under this Rule 24.1 shall be posted on the Club notice board. Any member whose membership has been suspended shall not be entitled to exercise any right or privilege of membership during any period of suspension.

25. Termination of Membership

- 25.1 Any member whose membership of the Club shall be terminated under any provision of these Rules shall immediately forfeit all rights, benefits and privileges of membership but shall continue to be liable for all entrance fees, subscriptions, levies and other sums without limitation due to the Club and unpaid prior to the date of the termination of his membership. For the purposes of this Rule 25.1, the date of termination of membership shall be the date upon which notice of termination of membership is served on such member pursuant to Rule 27.
- 25.2 The membership of any Connected Family Member and/or any Connected Junior Member shall terminate automatically and without notice upon the termination of the membership of the relevant Young Family Member or Adult Family Member or Young Couples Member or Adult Couples Member to which such Connected Family Member or Connected Junior Member is connected. Any Connected Family Member or Connected Junior Member whose membership has been terminated by virtue of this Rule 25.2 may apply thereafter for membership of the Club in an appropriate class. If such application duly made is received by the Club Secretary within 28 days after the date of termination of the membership of the relevant connected Young Family Member or Adult Family Member or Young Couples Member or Adult Couples Member, as the case may be, then such applicant shall not be required to pay an entrance fee. The Council may, in its absolute discretion,

waive the requirement for payment of the entrance fee for any such applicant for full membership whose application is not received by the Club Secretary within 28 days after the date of termination of the membership of the relevant connected Young Family Member or Adult Family Member or Young Couples Member or Adult Couples Member.

26. Resignation

26.1 Any member may retire, resign or withdraw from the Club by giving notice in writing to that effect to the Club Secretary and on paying with such notice any subscription, levy or other sum without limitation due to the Club which is unpaid at the date of such notice and any such member shall cease to be a member from whichever is the later of the date of receipt by the Club Secretary of such notice and the date of payment by the member of all unpaid subscriptions, levies or other sums without limitation. In no case shall any member be entitled to repayment of any subscription, levy or other sum paid to the Club or any part of any of them, whether paid for the current year or for any other year or years.

27. Notices

27.1 Any notice may be served by the Club upon any member, either personally or by sending through the post in a pre-paid envelope or wrapper or by facsimile transmission addressed to such member at his registered place of address. Any notice sent by post shall be deemed to have been served on the date following that on which the envelope or wrapper containing the same is posted by first class post. A certificate in writing signed by the Club Secretary or other officer of the Club that the envelope or wrapper containing the notice was so addressed and posted by first class post shall be conclusive evidence thereof.

27.2 Without prejudice to Rule 27.1, any notice may be served by the Club upon any member by sending the same by e-mail to such member despatched to such email address as such member has notified to the Club. Any notice sent by email shall be deemed to have been served on the date it was despatched if despatched before 5 pm otherwise on the date following the date of despatch. A certificate in writing signed by the Club Secretary or other officer of the Club that the email containing the notice was so despatched shall be conclusive evidence thereof.

27.3 No person other than a member entitled to attend and vote at a General Meeting and the Auditors for the time being of the Club shall be entitled to receive notice of any General Meeting of the Club.

27.4 Any member may amend his registered and/or email address at any time by giving notice in writing to that effect to the Club Secretary and such amendment shall take effect from the date upon which the Club Secretary shall receive such notice provided always that if any such notice shall not give particulars of a new registered or email address, then the already registered or

email address (as the case may be) shall continue as the registered address or email address (as the case may be) of that member.

28. Licensing

- 28.1 Subject to the provisions of the Licensing Act 2003 and any amendments thereto or re-enactments thereof the Club shall from time to time post a list of times that the Club Bar shall be open for the supply of intoxicating liquor but the Bar shall not be open before eleven o'clock in the morning or after midnight.
- 28.2 No intoxicating liquor shall be sold or supplied to or purchased by or for any person under the age of 18 years.
- 28.3 No intoxicating liquor may be brought onto the Club premises for personal consumption without the prior written consent of the Council, which the Council may give or withhold in its absolute discretion, save only to be transported directly through the Club to a mooring.
- 28.4 The Council may, in its absolute discretion, authorise up to 12 functions in any one calendar year under the Temporary Event Notice Provisions of the Licensing Act 2003 and any amendments thereto or re-enactments thereof. Any application for such a function shall be submitted at least ten working days before the event and shall be requested through a member of the Council. At any such authorised event, non-members may attend as part of the function, but otherwise any person who is not a member of the Club shall not be supplied with intoxicating liquor unless he or she is a guest at the Club pursuant to these Rules.
- 28.5 The Wine Committee shall be those persons who for the time being are elected members of Council together with the Club Secretary. The supply to the members of intoxicating liquors and tobacco shall be under the sole control of the Wine Committee who shall arrange for the purchase thereof and the supply thereof to members at such prices as the Wine Committee may from time to time fix. All benefits from the sale of alcohol shall accrue to the Club.
- 28.6 No person under the age of 18 years shall be permitted to enter or remain in any bar area unless accompanied at all times by an adult full member.

29. Guests

- 29.1 Subject to Rule 29.3, all full members (other than Lower Young Single Members and Discretionary Members) and all Honorary Members may introduce up to six guests at any one time.
- 29.2 Lower Young Single Members may introduce up to three guests at any one time.

- 29.3 A Connected Family may not introduce any guest on any occasion when the Family Member or Couples Member to whose membership he or she is connected is present at the Club.
- 29.4 Associate Members (other than Honorary Members) and Discretionary Members are not entitled to introduce guests to the Club.
- 29.5 During the Easter and Spring Bank Holiday Weekends, including the Bank Holiday in each case and from the Saturday before the commencement of the August Racing Programme to the last day of the August Bank Holidays, both days inclusive, not more than two guests per member may be admitted before 2.30 pm.
- 29.6 No person may be introduced as a guest more than three times in any one year.
- 29.7 A member who introduces a guest to the Club shall ensure that the name of each guest is be entered in the Visitor's Book on each occasion of visiting the Club as soon as reasonably possible after such guest has entered the Club's premises.
- 29.8 The Council shall at all times, in its absolute discretion, have the power of cancelling or curtailing the admission of a guest without citing a reason.

30. Data Protection

- 30.1 Rule 30 deleted on 25th May 2018

31. General

- 31.1 No children under the age of twelve years may be permitted onto the Club's premises on any day after 7.00 pm unless accompanied at all times by a parent or guardian who is a member of the Club.
- 31.2 No dog, except a guide dog for a blind member or guest, or other animal shall be permitted on the Club's premises save only to be transported through the Club en route to a mooring. Under no circumstances are dogs permitted to be tied up (whether attended or not) on any part of the Club's premises.
- 31.3 No notice shall be displayed on any part of the Club's premises without the prior written consent of the Captain or Council. A notice shall cease to be displayed forthwith if so required by the Council notwithstanding that consent for it may have been given by the Captain.
- 31.4 If any member has any complaint or suggestion regarding the operation or management of the Club, he shall make it in writing to Council addressed to the Club Secretary.

32. Moorings

32.1 No member shall be permitted to use a Club mooring for his own or any other vessel or gear and no vessel or gear shall be permitted on Club property without the prior written permission of the Council which permission shall be subject to such conditions and indemnities as Council may from time to time in its absolute discretion require or impose.

33. Catering

33.1 The Club may, in its absolute discretion, franchise out or subcontract to third parties the right to cater for members. The times of opening of the Cove Restaurant will be posted in the Club from time to time.

33.2 No food may be brought onto any part of the Club's premises for consumption on those premises without the prior written consent of the Council, which the Council may give or withhold in its absolute discretion.

34. Limitation of Club Liability

34.1 Members of the Club, their guests or visitors use the Club's premises and all other facilities of the Club entirely at their own risk and expressly accept that:

- a) the Club will not be liable for any damage to or loss of property belonging to Members, their Guests or Visitors to the Club;
- b) the Club will not be liable for death, personal injury or damage whether arising out of the use of the Club premises or any other facilities of the Club or out of participation in any race organised by the Club or otherwise sustained or caused by any person whether or not a member of the Club save only to the extent to which such injury or damage was occasioned or contributed to by the negligent act, omission or default of the Club its servants or agent; and
- c) a member shall be under a duty to draw this Rule directly to the attention of any guest or invitee of his before inviting any such guest or invitee onto the Club's premises or to participate in or attend any event organised by the Club.

35. Launch Service

35.1 The Launch Service is provided for the benefit of members and it is arranged and organised by the Bosun. The Bosun shall make the decision whether or not such a service will be provided on any day and in making such decision shall take account of whether or not the prevailing weather and/or sea conditions are suitable for the running of the passenger carrying launches from either the Club Jetty or the Harbour. He will, however, consult the Captain or a Flag Officer, if any shall be in the Clubhouse at the relevant time but not otherwise, before making his decision. His decision shall be final and binding on all members unless and until it is countermanded by the Captain or any Flag Officer.

- 35.2 All members and their guests and visitors shall obey all reasonable instructions given by the Bosun and/or any member of the crew of any launch when travelling in any launch or embarking upon or disembarking from any launch.
- 35.3 Club launches are not allowed to carry passengers and crew in excess of the limits permitted by the relevant legislation and regulations relating thereto for the time being in force.
- 35.4 All passengers shall be seated in any Club launch during transit and all members shall be responsible for ensuring that their guests and invitees shall be so seated at all times.
- 35.5 It is obligatory that all launch crews wear life jackets at all times whilst afloat and all members are advised to do likewise and all members shall be responsible for advising their guests and invitees to do likewise.

36. Sailing and Sailing Events

- 36.1 All members and guests shall at all times comply in all respects with and be bound by the requirements of all relevant Sailing Instructions and/or all relevant safety instructions and/or recommendations issued from time to time by or on behalf of the Club and/or the RYA and/or any other competent body without limitation.
- 36.2 The Club will not exercise any supervision or control over any boat or other vessel save only the Club's launches when actually operated by or on behalf of the Club.

37. Commencement

- 37.1 These Rules shall take effect from and including 1 October 2013 in substitution for the Rules subsisting prior thereto.

