

SOUTH CAERNARVONSHIRE YACHT CLUB (“THE CLUB”)

CLUB RULES

**APPROVED BY ORDINARY RESOLUTION AT THE ANNUAL GENERAL MEETING HELD ON
17TH APRIL 2022**

1 DEFINITIONS

In these Rules the following terms have the following meanings:

- 1.1 “Club Secretary” means the company secretary of the Club;
- 1.2 “Council” means the board of directors of the Club;
- 1.3 “Council Member” means a director of the Club;
- 1.4 “CPI” means the Consumer Price Index as published by the Office for National Statistics;
- 1.5 the “Flag Officers” of the Club are the Commodore, the Vice Commodore, the Rear Commodore (House), the Rear Commodore (Finance) and the Captain;
- 1.6 “General Meeting” means a meeting of the members of the Club who are entitled to vote;
- 1.7 “Visitor’s Book” means the book or other format that may be adopted from time to time for recording the names and addresses of visitors and members’ guests;

2 MEMBERSHIP CATEGORIES

2.1 Members of the following classes of members are full members of the Club, and their respective criteria and characteristics are as set out in Schedule 1:

- 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

2.2 All full members shall enjoy the same rights, benefits and privileges of membership.

2.3 Members of the following classes of members are associate members of the Club, and their respective criteria and characteristics are as set out in Schedule 2:

- Junior Members
- Connected Junior Members
- Honorary Members
- Temporary Members
- Lifeboat Members
- Coastguard Members

2.4 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.

2.5 Associate members shall not be eligible for election as a Flag Officer or as a Council member nor to propose or second any person for membership of the Club or for election as a Flag Officer of the Club or a Council member.

3 ADMISSION TO MEMBERSHIP

3.1 With the exception of Life Members and Discretionary Members, full members will be admitted to membership by majority ballot of the Council following completion of an application in the prescribed form and payment of the relevant subscription. Payments will be refunded in the event that an application is unsuccessful.

3.2 Life Members, Discretionary Members and associate members will be admitted to membership in accordance with the provisions of these Rules relating to the election or admission of such members respectively.

3.3 Candidates for full membership (other than Life members and Discretionary Members) must be proposed and seconded by separate full members of the Club of at least one year's standing. A candidate for membership must complete the requisite application form for membership which will contain the information specified by Council from time to time. A candidate for membership must 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. Once approved the candidate's details will be entered in the register of members.

3.4 Admission to membership is conditional upon payment by the candidate of the relevant subscription fees which are payable at the time of submitting the application form. Such payment will be immediately refunded (but without interest) by the Club in the event that the application is unsuccessful.

4 SUBSCRIPTIONS

4.1 Subscriptions and any other levies (whether annual or otherwise) will be determined from time to time by ordinary resolution passed at a General Meeting on the recommendation of Council.

4.2 Subscriptions will be increased each year in line with increases in the CPI in the twelve months to September in that year (rounded to the nearest pound) until re-determined pursuant to Rule 4.1.

4.3 The subscription year begins on 1 October and ends on 30 September following. Subscriptions are due by 1 January. Members paying their subscriptions before 1 January will be entitled to a discount of 9% (with the discounted subscription amount being rounded to the nearest pound) or such other discount as may be determined by ordinary resolution at a General Meeting on the recommendation of Council. Any other levies are payable on demand.

4.4 Any candidate for membership whose application is received after 1 July in a subscription year will be entitled to a discount of 50% on the annual subscription for that year.

4.5 A member who has been a Connected Junior Member during the subscription year in which he or she attained the age of 21 may elect to pay a lump sum multi-year subscription (determined in accordance with Rule 4.1) in respect of Lower Young Single Membership covering the next five subscription years (ie up to and including the subscription year during which he or she attains the age of 26). A member wishing to make this election should give notice to the Club by 1 January in the first of these five subscription years and the lump sum subscription must be paid before 1 May in that subscription year.

4.6 If members have not paid their subscriptions by 1 May their membership will be suspended, and they will be notified of this suspension. Membership will be re-instated on payment of overdue subscriptions provided that payment is received by 1 June. If members have not paid their subscriptions by 1 June their membership will terminate without further notice. A member whose membership has been suspended is not entitled to enjoy any right, privilege or benefit of membership of the Club.

4.7 Members may choose to pay their subscriptions by direct debit, but membership will be suspended in line with Rule 4.6 if a direct debit is cancelled resulting in a failure to pay the full amount of a subscription that is owing.

5 GUESTS

5.1 Full members and Honorary members may introduce up to 6 guests on any day. Associate members other than Honorary members may not introduce guests.

5.2 Members must register the names and addresses of their guests in the Visitors' Book as soon as reasonably practicable once those guests are on Club premises. To be clear guests must be signed in when using any of the Cub's facilities (not just the Bar).

5.3 No person may be introduced as a guest more than three times during any subscription year.

6 YOUNG CHILDREN

6.1 Children under 12 are not permitted on Club premises after 7.00pm unless they are accompanied by a parent or guardian.

7 DOGS

7.1 With the exception of Assistance Dogs (which are welcome throughout the Club) dogs are not permitted anywhere inside on Club premises. They may accompany owners on the Cove deck provided they are on leads, but must not be tied up (even where owners are present). Dogs may accompany owners transiting through the Club onto the launch. Dogs must be under their owners' control at all times.

7.2 Owners must make every endeavour to ensure that their dogs do not foul any area of the Club, and must ensure any fouling is cleaned up immediately.

8 LIMITATION OF CLUB LIABILITY

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

8.1.1 the Club will not be liable for any damage to or loss of property belonging to members, their guests or visitors;

8.1.2 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), 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 agents.

8.2 Members must draw Rule 8.1 directly to the attention of any guest before inviting them onto the Club's premises or inviting them to participate in or attend any event organised by the Club.

9 LAUNCH SERVICE

9.1 A launch service is provided for the benefit of members and is arranged and organised by the Bosun. The Bosun will make the decision whether or not such a service will be provided on any day and in making that decision will take account of whether or not the prevailing weather and/or sea conditions are suitable for the running of launches from either the Club jetty or Abersoch harbour. His decision will be final and binding.

9.2 Members and their guests must obey all reasonable instructions given by the Bosun and / or any member of the crew of any launch when embarking upon, travelling in or disembarking

from any launch, including as to the maximum number of passengers and crew which may lawfully be carried at any one time.

9.3 All passengers must be seated in Club launches during transit. Members are responsible for instructing their guests accordingly.

9.4 Launch crews must wear life jackets whilst afloat and members and their guests are advised to do likewise.

10 SAILING AND SAILING EVENTS

10.1 All members and guests must abide 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 Royal Yachting Association (including RYA Wales) and / or any other competent body.

10.2 The Club will not exercise any supervision or control over any boat or other vessel save only the Club's launches or RIBs when actually operated by or on behalf of the Club.

11 ACCEPTANCE OF THE RULES

11.1 Members have accepted these Rules in their entirety by becoming or remaining members and will be bound by them at all times.

12 CONDUCT OF MEMBERS

12.1 Any member wilfully infringing these Rules, or whose conduct in or out of the Club may be considered as contrary to the Club's interests, may be reported to the Council and the Council may decide, if it sees fit, either to suspend the reported member for a period of two months, or to terminate the membership of the member concerned.

12.2 If a member is reported to the Council, the Council will serve written notice on the member, providing particulars of the infringement or conduct in question. In response, the member may provide within 14 days of service of the notice a written explanation to the Club for his / her conduct.

12.3 The Council will consider any such explanation at its next meeting and will decide, at that meeting, if membership suspension or termination is appropriate. The Club will notify the member in writing, as soon as reasonably practicable after that meeting, of its decision.

12.4 If the Council decides to suspend a member's membership the period of suspension will commence on the date the Council's decision is notified to the member. A member whose membership has been suspended may not exercise any right, benefit or privilege of membership during the period of suspension.

12.5 If the Council decides to terminate a member's membership then that member's membership of the Club will terminate immediately on service of notice of the termination of membership.

12.6 Notice of suspension or termination of any membership under this Rule 12 will be posted on the Club notice board.

13 TERMINATION OF MEMBERSHIP

13.1 A member whose membership of the Club is terminated under these Rules will immediately forfeit all rights, benefits and privileges of membership but will continue to be liable for all subscriptions, levies or other sums due to the Club and unpaid prior to the date of termination of his / her membership.

13.2 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.

14 RESIGNATION

14.1 A member may resign from the Club by giving notice in writing to that effect to the Club Secretary. Any such member will cease to be a member from the date of receipt by the Club Secretary of the notice, but this will not release them from the obligation to pay any subscriptions, levies or other sums that may be outstanding at that date. To be clear a notice of resignation must be received by the Club Secretary by 1 January in a subscription year if the subscription for that subscription year is not to be payable. In no case will any member be entitled to repayment (or part repayment) of any subscription, levy or other sum paid to the Club, whether paid for the current year or for any other year or years.

15 NOTICES

15.1 Any notice may be served by the Club upon any member, either personally or by sending through the post in a pre-paid envelope addressed to the member at the address for that member last notified to the Club. Any notice sent by post will be deemed to have been served on the date following that on which the envelope is posted by first class post. A certificate in writing signed by the Club Secretary or other Council Member that the envelope containing the notice was so addressed and posted by first class post will be conclusive evidence of service.

15.2 By way of alternative, a notice may be served by the Club upon any member by sending the notice by e-mail to the member at the e-mail address for that member last notified to the Club. Any notice sent by e-mail will be deemed to have been served on the date it was sent if sent before 5 pm but otherwise on the date following the date of sending. A certificate in writing signed by the Club Secretary or other Council Member that the e-mail sending the notice was sent will be conclusive evidence of service.

15.3 Only members entitled to attend and vote at a General Meeting are entitled to receive notice of any General Meeting.

15.4 Members may amend their address and / or e-mail address at any time by giving notice in writing to the Club Secretary and the amendment will take effect from the date upon which the notice is received.

16 LICENSING

16.1 The Club will from time to time post a list of times that the Club Bar will be open for the supply of intoxicating liquor.

16.2 No intoxicating liquor shall be sold or supplied to or purchased by or for any person under the age of 18 years.

16.3 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.

16.4 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. Any application for such a function must be submitted at least ten working days before the event and must be requested through a member of the Council. Non-members may attend any authorised function, but otherwise any person who is not a member of the Club will not be supplied with intoxicating liquor unless he or she is a guest at the Club pursuant to these Rules.

17 LIST OF MEMBERS

17.1 A list of the names of current members may be displayed on the noticeboard in the Bar.

18 CLUBHOUSE CAPACITY

18.1 For safety reasons, it may be necessary to limit further entry to the Clubhouse once the capacity limit is reached. Any member of Council may make a decision to this effect.

19 COMMENCEMENT

19.1 These Rules will take effect from the day following their date of approval.

SCHEDULE 1

FULL MEMBERS

1 Family Members

- 1.1 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.
- 1.2 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.

2 Couples Members

- 2.1 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.
- 2.2 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.

3 Connected Family Members

A Connected Family Member is a person whose husband, wife, civil or other partner 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 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.

4 Single Members

- 4.1 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.
- 4.2 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.
- 4.3 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.

5 Veteran Members

- 5.1 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.
- 5.2 The husband, wife, civil or other partner of any member to whom the provisions of paragraph 5.1 apply shall be entitled to Veteran membership irrespective of the age or period of continuous membership of such husband, wife, civil or other partner.

6 Life Members

- 6.1 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.
- 6.2 Life Members shall not be required to pay any 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.
- 6.3 The number of Life Members shall be limited to Fifteen.
- 6.4 The husband, wife, civil or other partner of any member to whom the provisions of paragraph 6.1 apply and the widow/er of any member to whom the provisions of paragraph 6.1 apply shall not be required to pay any 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.

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7 Discretionary Members

- 7.1 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.
- 7.2 Such Discretionary Membership subscription shall be one half of a Single Member's subscription for the current subscription year.
- 17.2 Discretionary Membership shall cease on 30 September next following the date upon which it was accepted.

SCHEDULE 2

ASSOCIATE MEMBERS

1 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.

2 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.

3 Junior and Connected Junior Members

- 3.1 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
- 3.2 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.
- 3.3 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.

- 3.4 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.
- 3.5 Any Junior or Connected Junior Member may apply to become a full member of the Club upon attaining the age of 21 years.

4 Honorary Members

- 4.1 Save only as otherwise expressly provided by paragraph 4.4, 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.
- 4.2 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.
- 4.3 Honorary members shall not be required to pay any 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.
- 4.4 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 paragraph 4.1 shall not apply in respect of the appointment of any person as an Honorary Member pursuant to the provisions of this paragraph 4.4.

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

5 Temporary Members

- 5.1 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.
- 5.2 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.
- 5.3 Temporary Membership shall be available only to persons who usually reside more than five kilometres from the Clubhouse.
- 5.4 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
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.

- 5.9 A Temporary Member shall not be entitled to introduce a guest, to steer a boat or enter a boat for any club race.
- 5.10 A waiting period of 48 hours between the application being approved and introduction of the proposed Temporary Member shall be observed.

6 Lifeboat Members

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.

7 Coastguard Members

- 7.1 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.
- 7.2 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.
- 7.3 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.

7.4 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.