



*The Rules are divided into the following sections:*

- R1. Names and Objects**
- R2. Operation of Club Premises**
- R3. Holding of Ballot for Club Officers**
- R4. Finance**
- R5. Abandoned Boats and other property.**
- R6. Use of Boats by Members and Guests.**
- R7. Club Racing**
- R8. Rowing**
- R9. Moorings**
- R10. Storage of Vessels and other property**

**R1.1** These Rules are made by the Management Committee of The Towy Boat Club (hereinafter referred to in these rules as the Club) under the provisions of Section C4.10 of the Constitution of the Club.

**R1.2** Throughout these rules of the club use of the singular shall impute the plural and use of the masculine shall impute the feminine.

**Members work obligation**

**R2.1.1** Members have an obligation to contribute to the maintenance and upgrading of club facilities. Working parties are held monthly on the Saturday morning after the monthly management committee meeting and at other times as is necessary. Members' participation is an obligation of membership. This enables fees to be kept as low as possible.

**Opening of club premises**

**R2.1.2** The club premises shall be open to members who possess a key. Keys remain the property of the club and must be surrendered when membership is deemed to have ended.

**Sale of intoxicating liquor**

**R2.1.3** Intoxicating liquor will only be sold on occasions upon which a temporary event notice has been obtained.

**Obligation to look after club equipment**

**R2.1.4** Members have an obligation to see that all club equipment and accommodation is secured after use and that the main gate is locked by them when they are the last person to leave the site.

**Control of car parking**

**R2.1.5** Cars may only be parked in areas designated for such parking so as not to cause an obstruction to other cars or to the approaches to the club premises. All members' cars must display a valid car park sticker for the current year, or, for temporary members, a copy of their temporary membership form.

**Exhibiting of notices**

**R2.1.6** A Member shall not cause any communication in whatever form to be exhibited on club notice boards or premises without permission of the Honorary Secretary.

**Payment for use of facilities**

**R2.1.7** Members expecting to require the use of significant amounts of electricity at the Club premises, for the maintenance of their boat or other reasons, shall apply to a nominated member of the Committee, normally the Treasurer, for the use of an electricity meter during the proposed period of use and shall pay, on the basis of the two half-yearly periods used for charging for storage, a fee for the use of the meter and a fee for the units of electricity registered. These fees will be set, with the other Club fees, at the Annual General Meeting of the Club.



Members are discouraged from staying overnight at the Club, except on a boat on a mooring or when attending an organised event. If they do so and use the Club facilities for heating, showering or cooking will pay a fee towards costs at a rate to be set at the Annual General Meeting of the Club.

### **Holding of Ballot for Club Officers**

**R3.1** The Committee shall prepare in advance of the general meeting a ballot paper listing the committee posts, with the names of those candidates nominated for each post. Where no nominations have been received there shall be left space to insert nominations from the floor and votes for or against these inserted nominations.

If there is a vacancy for Club President then this position shall also be listed provided at least one nomination has been received. If no nomination has been received the position shall not be included.

A serially numbered ballot paper shall be issued to each voting member at the meeting subject to the member producing their current membership card. The issue of the ballot paper, but not its number, shall be recorded against the membership secretary's list of members and this record retained.

Tellers shall be nominated by the members from among those attending the meeting.

At the appropriate stage of the meeting the President or their Deputy will announce the candidates for election and call for nominations from the floor if required. All voting members shall vote by placing an X against each nominated candidate of their choice.

In the case of nominations from the floor the voting member shall fill in the nominated name of their choice or leave the section blank if they are not in favour of any candidate.

The ballot papers shall be collected and counted by the tellers. For candidates nominated in advance where there is a contest the candidate with the highest number of votes shall be elected. If there is no contest the candidate shall be elected only if the votes in their favour exceed half of the number of voting members present (as indicated by the number of ballot papers issued less any destroyed).

Uncontested Candidates nominated from the floor shall be elected only if the votes in their favour exceed two thirds of the number of voting members present. If more than one candidate is so nominated then the candidate with the highest number of votes shall be elected.

**R3.2** In the event of the ballot failing to determine the members of the Committee because of an equality of votes the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot.

**R4:- Financial Rules:-** In addition to the limitations in Section C4.19 and Sections C4.22 to C4.26 of the Constitution the following rules will apply to all expenditure made on the Club's behalf.

**R4.1** Individual Officers, or appropriate sub-committees, shall be expressly authorised by the Management Committee to purchase items or services appropriate to their function up to a named limit per transaction. This will be £250 per transaction for 2015.. No individual purchase or agreement shall exceed £250 without the agreement of the Management Committee. Where appropriate a cash float will be made available for minor purchases.

The Officer, or chairman of the sub-committee, shall provide the Treasurer, at least monthly, with accounts of expenditure and/or income and the appropriate paperwork.

In the event that the agreed limits become unsatisfactory the Officer shall inform the Committee members as soon as possible and give details of the circumstances.



**R4.2** The signatories of the Club's bank accounts will be agreed from time to time by the Management Committee from members of the Committee. At least three members shall be nominated and a minimum of two signatures will be required to authorise cheques or other payments from the accounts.

**R4.3** The Social account of the Club shall cover the expenditure on, and income from, food, drink and miscellaneous expenditure covering activities for the socialising and refreshment of members and invited guests. Accounts shall be kept by the Social Secretary as in Rule R4.1 but the overall account will be kept separately by the Treasurer.

**R4.4** For projects exceeding a total expenditure of more than £250 a proposed budget of expenditure, including appropriate risks and contingencies and with a proposed timescale shall be submitted in advance to the Management Committee for approval before any commitments are entered into. After approval a nominated Officer or Member shall monitor expenditure and progress and report to the Management Committee and shall provide copies of the supporting orders, invoices and receipts to the Treasurer. Any potential overspend shall be investigated and proposed actions suggested to the Management Committee.

**R4.5** It is not envisaged that members will be compensated for expenses occurred in club activities in normal circumstances. Where members are taking part in activities or training on the Club's behalf, or for its benefit, relevant fees, accommodation and travelling expenses may be paid by the Club provided that they are agreed in advance, claim forms are completed invoices and receipts are provided when relevant. If it is believed that a project will involve considerable travelling or other expenses to individuals then consideration will be given to refunding costs. Allowance should be made for this in the costing of the project. To comply with HMRC rules no payments will be made for travel from the member's home to the club.

**R4.6** No employees will be engaged by the Club except under a written contract which confirms the tax status of the employee and the conditions of employment which must be suitable for that status.

**R5 Abandoned Boats and other property**

**R5.1.1** In addition to the powers given to the Committee under Sections C3.17 and C3.18 of the Club Constitution if, at any time, any fees payable to the club by any member or former member shall be three months or more in arrears and a vessel or other property, being the property of a member or former member, remains upon the club premises, the Committee may:-

- a) Move the vessel or property to any part of the club premises without being liable for any loss or damage to the vessel howsoever caused.
- b) Give one month's notice in writing to the member or former member at his last known address as shown in the Club Register and thereafter sell the vessel or property and deduct any monies due to the club (Whether by way of arrears of subscription or annual payments, mooring, dinghy park fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member.
- c) Alternatively, if the vessel or property is unsalable, after giving notice in writing as aforesaid, dispose of the vessel or property in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the club by the member or former member.



d) Further the club shall at all times have a lien over members' or former members' boats parked or moored on the club's premises or club moorings in respect of all monies due to the club, whether in respect of arrears of mooring fees or subscriptions or otherwise.

**PROVIDED ALWAYS THAT:-** Proper evidence is available to show that all reasonable steps have been taken to trace a member or former member and that when and if the vessel or property is sold the proceeds of sale (after deduction of any indebtedness by the member or former member to the club) shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member or otherwise) for a period of six years.

### **Sale of boats and equipment**

**R5.1.2** Members remain responsible for any fees incurred by boats or equipment remaining on the premises following their sale to a non-member.

## **R.6 USE OF WATERCRAFT BY MEMBERS AND GUESTS**

### **Insurance cover**

**R6.1.1** All vessels used or stored on club premises or moorings must as minimum carry third party insurance. Members must satisfy themselves that cover is adequate for all risks and sign to this effect on the annual renewal of membership.

### **Safety at sea.**

**R6.1.2** Members must accept full responsibility for their watercraft, its crew and equipment whilst afloat and show due regard for the safety of all other users of the river. Participation in club events shall not reduce members responsibilities in these respects as the Management committee, whilst making all efforts to safeguard the safety of all participants, does not hold that its programmes, the provision of safety cover etc., are suitable for any particular craft in prevailing weather conditions or sea state.

**R6.1.3** All craft must carry adequate safety equipment for all persons on board and each person afloat is personally responsible for provision and wearing of personal buoyancy appropriate to their weight, physical condition and the prevailing weather conditions.

**R6.1.4** Members are expected to comply with the International Convention for the Safety of Life at Sea (SOLAS) and the International Regulations for Preventing Collisions at Sea (COLREGs). They are expected to abide by the rules of fair sailing. At all times there is an obligation to give assistance to vessels and persons in danger.

### **Dinghy sailing.**

**R6.1.5** The club imposes no restrictions on members launching and sailing at any point of the tide subject to Rule R5.1.3 (Insurance), Rules R6.1.1 and R6.1.2 (Safety at sea) and Section C3.23 of the Club Constitution (liability of club to members and guests).

It is recommended that a lone dinghy should not be launched unless there is a person ashore at the club premises briefed to 'keep an eye on them' with regard to acknowledged risks on outgoing tides. Casual leisure sailors and novices in particular are encouraged to sail up-river from the club at all times.

### **Safety cover.**

**R6.1.6** The club has no obligation to provide safety cover for casual/informal sailing but qualified and willing members may do so if attendance at the club on any one day is significant, there is no race scheduled and the makeup of people going afloat includes a high proportion of novices and/or young people



**Juveniles.**

**R6.1.7** Juveniles under the age of 13 years are not allowed onto the pontoon or jetty unless accompanied by a responsible adult. Members are urged to wear personal buoyancy on these structures

**R6.1.8** Juveniles under the age of 13 years are not permitted to be carried on safety craft whilst such craft are operational. At other times they may be carried at the discretion of a qualified coxswain.

**Affiliated Groups Supervision**

**R6.1.9** Affiliated groups must nominate up to 3 persons to supervise the activities of the group whilst at the club. Any members of the affiliated organisations who wish to make individual use of club facilities must join the club in the usual way.

**Use of Club owned boats**

**R6.2.1** Members may use Club owned rowing vessels only for training or competition purposes organised by the Rowing Secretary and in accordance of with the appropriate rules.

**R6.2.2** Members, including Honorary Life Members, Family Members and Student Members, but not Temporary Members, shall be able to use Club-owned sailing vessels for practice or leisure purposes or to participate in Club races subject to availability and to booking in advance with the Dinghy Secretary or his representative.

**R6.2.3** A log sheet will be prepared for all Club boats and a record kept of inspections, checks, faults found and work carried out for each boat. Additional information is required for power boats as shown on the log sheets. All club boats will be inspected at least every six months by the appropriate Secretary or his representative.

**R6.2.4** Before accepting bookings for the use of boats the Dinghy Secretary will ensure that the boat has been inspected within the previous six months and any work required has been carried out..

**R6.2.5** Members making use of Club boats are responsible for their own, and their crews, safety. Their attention is drawn to Rules R6.1.1 to R6.1.8. They must check the condition of the boat before use and satisfy themselves that the condition is satisfactory and that they have the experience to sail in the existing conditions.

Any problems found with the boat, or arising during their use, must be reported to the Dinghy Secretary or his representative

**R6.2.5** Junior members with their parent's written permission may participate in Club races considered suitable for their ability. Those holding appropriate qualifications and with suitable experience may also use the boats for other purposes.

**R6.2.4** Except in exceptional circumstances, and with the Committee's approval, no Club sailing boats may be taken by road nor may they be sailed south of Ginst Point.

**R6.2.5** In order to help to defray costs for maintenance, insurance etc. a charge will be made for the use of club dinghies as follows. This is the charge per boat per session (that is the period of one High Tide.

Bahia £5, Wayfarer £5, Topper £1

**R6.2.6** Club owned power vessels may not be used for other than Safety or Training Purposes. Safety cover will normally only be provided for organised events but Members proposing to sail in groups, with inexperienced crews or in poor conditions are encouraged to discuss the provision of



cover with the Power Boat Secretary. Members who sail regularly should consider obtaining the necessary training and experience to take part in a Safety Boat rota.

## **CLUB RACING**

### **Programme.**

**R7.1.1** A programme of races will be published annually

### **Conditions for a race to proceed.**

**R7.1.2** A recognised club event can only proceed if there are at least 3 boats presenting in good time to race and an appointed OOD/Race Officer is present and a fully manned Safety boat is on station

### **Obligations of OOD.**

**R7.1.3** The designated Officer of the Day is acknowledged to be in overall charge of the event and is responsible for assessing the weather conditions to decide if a race may proceed.

The OOD will have attended a pre-season briefing as to his duties and responsibilities from the Senior club Racing Officer. The OOD must be aware of his job description and any rules made by the club regarding racing as well as the club contingency flow chart.

### **Safety boat cover.**

**R7.1.4** Safety boats must be manned by qualified helms (Power Boat 2 and assessed as competent by club Power Boat Instructors.) and at least one crew member. Safety Boat crews must hold a valid first aid certificate and be equipped and prepared to enter the water to assist sailors when instructed to do so by the Helmsman.

There is no laid down ratio of sailing boats/people afloat to safety boats but the OOD must exercise discretion bearing in mind the nature of the race eg tide, weather, number of boats/people afloat, experience of crews, course to be sailed.

In the case of pre-arranged long races and open meetings the club will make arrangements to seek extra cover from neighbouring clubs and the Ferryside inshore lifeboat. Club safety helms for these events must possess Power Boat Level 3 qualification (club safety boat coxswain).

## **ROWING**

**R8.1.** Where no conflict exists between the Club's Constitution and Rules and those of the WSRA, members engaged in sea rowing activities shall comply with the requirements and rules of the WSRA and their insurers. However, should such conflict exist the Committee will examine the evidence and attempt resolution. Pending such resolution the Club's Constitution and Rules must be considered paramount.

**R8.2** The Rowing Secretary, or section representative, should liaise with the Club Treasurer regarding the payment of fees and ensure that the necessary application forms and other paperwork are forwarded to the WSRA as it requires, including a list of the members taking part in sea rowing events.

**R8.3** In addition to fees payable under sections C3.4.1 and C3.4.2 of the Constitution members registered with the WSRA shall make a further annual payment to cover the individual affiliation fee required by that body. So that the Club has a record of members entitled to take part in Rowing Activities on behalf of the Club all such fees are to be channelled through the Club Treasurer.

**R8.4** Members using Club boats for their rowing activities shall pay a nominal fee as a contribution towards the maintenance cost of said boats. Currently this is £1 per occasion of use but is subject to revision at a General Meeting. Whilst acting directly or indirectly in a training capacity on behalf of



the Club or whilst taking part in activities such as open days or demonstrations members shall be exempted this fee.

**R8.5** Both before and after a Club boat is used a named member shall be responsible for checking, against a written check list, the condition of that boat along with any associated Club owned safety or transportation equipment integral to its use. Any problems or discrepancies should be reported to the Rowing Secretary, or section representative, who will arrange appropriate action or report to the Committee if necessary.

**R8.6** To facilitate safe and legal transportation when boats are to be moved by road the named member shall be responsible for checking the condition and suitability of any trailers to be used and should ensure that an appropriately insured and licensed vehicle and qualified driver are selected for the towing process.

## **MOORINGS**

### **Lease of the foreshore and moorings.**

**R9.1.1** The club holds mooring rights under lease from the Crown Commissioners on the river bed at Pilglas under **Section C 4.15 of the Constitution of the Club.** and the Management Committee is empowered to make **rules** concerning the location and use of moorings under **Section C4.16 of the Constitution.** The term 'MOORING' in these rules refers to the site on the river bed and not to any tackle laid thereon

### **Mooring fees.**

**R9.1.2** The Management Committee shall cause to be paid in full and on due dates all rents and charges due to the Crown Commissioners.

### **Allocation of moorings.**

**R9.1.3** The Management Committee shall make necessary arrangements to recover the cost of the mooring lease from those club members to whom moorings are allocated. This will take the form of an annual mooring fee, the total of which shall not exceed the rent payable to the Crown Commissioners plus the expenses incidental to the lease.

**R9.1.4** The responsibility for the allocation of moorings and for the inspection of mooring tackle is delegated by the management Committee to the Moorings sub Committee Notwithstanding the terms of article 4.13 of the Constitution, the Moorings sub-Committee shall consist of the Moorings Officer, Cruising Secretary, Powerboat Secretary, and Membership Secretary, plus one or more lay members of the club, who shall be appointed by the Management Committee”

The Mooring Committee shall keep a waiting list of members applying for a mooring allocation. Moorings will be allocated on a 'first come, first served' basis with due regard to the size and nature of the vessel to be moored. Members allocated a mooring will be so informed and required to sign a pro-forma confirming that they accept and understand the conditions upon which the allocation is made.

A member is allowed only one boat on the Club's moorings at any one time except with the express permission of the full Committee and on the recommendation of the Moorings Subcommittee.

A holder of a permanent mooring may also hold a temporary mooring if the surety and both fees are paid and only the temporary mooring is used. The permanent mooring must be made available to the Mooring Subcommittee for letting as a temporary mooring.

### **Reversion of mooring to the club.**

**R9.1.5** If a permanent holder no longer wishes to hold a mooring then it reverts to the club. Under no circumstances may the holder pass the mooring to another non mooring holding member



**Rights and obligations of the holder**

**R9.1.6** Subject to the conditions of the Crown Lease, the permanent holder has the right to use the mooring subject to the following conditions:

- a) The mooring fee is paid on the date due.
- b) The mooring tackle is laid to club standard within 60 days.
- c) The tackle is maintained to club standards.
- d) The holder complies with any directions by the Moorings Sub Committee to repair or upgrade the mooring tackle.
- e) Any vessel moored is insured as required by Byelaw 8.1.7 –Insurance cover.

**Disposal of tackle.**

**R9.1.7** On relinquishing a mooring the tackle remains the property of the former holder and may be:

- a) given or sold to the next holder
- b) recovered and retained by the former holder in which case it must be removed within 30 days' After this time it becomes the property of the club.

The question of disposal of tackle is a matter between the former and next holder although the Mooring Officer may act as 'honest broker' if so asked.

New holders are not obliged to purchase existing tackle.

**Conduct and maintenance of moorings.**

**Disposal of tackle.**

**R9.1.8** The Moorings Sub Committee shall inspect the mooring tackle twice yearly to ensure that it is laid and maintained to club specifications. Should the tackle fail to meet club standards then the holder will be informed in writing and asked to remedy the defects within 30 days. Failure to do so will be deemed a default of obligation under Rule 9.1.9

**Default in obligations.**

**Disposal of tackle.**

**R9.1.9** Where for any reason a member defaults in:

- a) payment of the annual mooring fee
- b) fails to maintain mooring tackle to the required standard
- c) fails to insure the vessel

The Management Committee, with the advice of the Moorings Sub Committee, will remove the rights to the mooring from the member and re-allocate the mooring in accordance with byelaw 8.3.4. The former holder must remove their tackle within 14 days from notification.

**Change of moorings for permanent holders.**

**R9.1.10** Permanent mooring holders may find for a variety of reasons (eg erosion of the mooring position or change of vessel) that their allocated mooring is unsuitable. On application to the Moorings Sub Committee they may be placed at the head of the waiting list ahead of existing applicants for the next suitable mooring.

With the approval of the Moorings Sub Committee, permanent holders may also exchange moorings between themselves. It is important that this procedure is followed so that responsibility for maintenance of the mooring may be fairly attributed.

**Temporary moorings.**

**R9.1.11** Where a mooring remains unused and the fee has been paid the Management Committee reserves the right to re-let the mooring on a temporary basis, to a member on the waiting list subject to the following conditions:

- a) The allocation is made by the Moorings Sub Committee
- b) Payment for the temporary mooring is made direct to the club by the temporary holder





c) Temporary holders pay a returnable deposit of £100 to indemnify the permanent holder for any damage caused to the mooring tackle. The deposit is returned when the temporary mooring is relinquished in good condition.

It is the responsibility of the permanent and temporary holders to note the condition of the mooring tackle before and after re-letting and to bring this to the attention of the Moorings Officer. The mooring may be temporarily let with full tackle or only ground tackle in which case the temporary holder provides his/her own risers and warps to club standard. By prior arrangement the Moorings Officer may agree to check the condition of the tackle before and after re-letting

d) Prior to the making of any temporary allocation, the permanent holder of the mooring shall be notified in writing.

e) In the event that the permanent mooring holder wishes to place his or her boat on the mooring, he or she shall notify the Club and the temporary holder not less than two months prior to the intended date. The temporary mooring user must vacate the mooring site within 28 days of receiving notice from the Club, on behalf of the permanent mooring holder.

f) All monies paid as temporary moorings deposits shall be invested in a savings account separately from other Club funds, and the Treasurer shall keep separate account of them when making any financial reports.

g) Any interest accruing to the temporary mooring deposits shall remain the property of the Towy Boat Club.

h) Any surplus in the mooring deposit fund may be used, at the discretion of the Committee, for the purchase of mooring tackle for resale to Club members.

i) When payment for a temporary mooring deposit is made, the Club shall provide the member with a receipt for the payment made. The receipt is to be produced when refund of the deposit is requested.

j) In the event that there may be a dispute between mooring holders, or between mooring holders and the Moorings Sub-Committee about the operation of this system, the matter shall be considered at the next convenient scheduled Club Committee meeting. The parties may appear before the Committee to explain their case. Any subsequent ruling or decision on the matter by the Committee shall be binding on the parties.

### **Unused moorings.**

**R9.1.12** Unused moorings must be maintained to club specification. This remains the responsibility of the permanent holder. The best option is to remove risers and warps and to maintain only ground tackle

## **STORAGE OF VESSELS AND PROPERTY**

**R10.1.1** Appropriate fees must be paid for all boats stored on the club premises. Members are required to inform the Membership Secretary of their intention to keep any boat on Club premises and to pay the necessary fee if this had not been included in their annual invoice. The allocation of space for storage must be subject to agreement with the Cruiser Secretary or Dinghy Secretary as appropriate.

**R10.1.2** Vessels will only be allowed to anchor temporarily on the marsh area in an emergency or at the discretion of the Management committee. Vessels stored on the marsh area will be subject to the same charges as on the main boat park. The Cruiser Secretary will keep a plan and list of vessels in storage and furnish copies to the Membership Secretary as required.

**R10.1.3** Allocated plots shall be retained by members provided fees are paid in advance and boats are in regular use. As pressure for boat parking dictates, the Management Committee has the discretion to re-allocate space for the benefit of active members to the possible detriment of those whose boats are infrequently used.

**R10.1.4** The Dinghy Secretary will maintain a plan of allocations in the dinghy park and will furnish a copy to the Membership Secretary as required.



**R10.1.5** Where a member disposes of property that is kept on club premises to a non-member, the responsibility for the property and any storage fees or other commitment to the club remains with the vendor until the property is removed from the club or the purchaser becomes a member

**R10.1.6.1** The Management Committee has the right to move any property belonging to a Club member or any other persons property including their boat if it is causing an obstruction, hazard, risk or nuisance anywhere on the Club premises, jetty, pontoon, slipways or moorings or close by.

**R10.1.6.2** The Committee will, if circumstances permit, give notice of the intended move to the property owner and the opportunity for the owner to move the property themselves. But if the Committee is of the opinion that the circumstance indicate that there is insufficient time to allow the owner to move their own property or that the owner has no reasonable intention of moving their property the Committee may sanction the move themselves after having made a written risk assessment of what the move entails together with instructions to the persons entrusted with moving the property.