**BEXHILL SEA ANGLING CLUB**

**CONSTITUTION**

1. The club shall be called the Bexhill Sea Angling Club and is hereinafter referred to as “the Club”.

**Objectives of the Club:**

1. The objectives of the Club are as follows:
	1. The encouragement of and participation in the sport of salt water angling.
	2. The provision of opportunity for recreation, social intercourse and refreshment for the benefits of its Members.
	3. The continued provision of a Clubhouse at De La Warr Parade,

Bexhill, East Sussex.

**Membership**

1. Membership is open to all without discrimination except as a necessary consequence of the requirements of sea angling as a particular sport, in accordance with the Equality Act 2010 and as amended and updated from time to time, and runs for the period January to December inclusive. Every candidate for membership must submit a signed application form to the Honorary Secretary stating:
	1. The applicants name, address and date of birth.
	2. That the applicant has been given and has read a copy of this Constitution, supports the objectives of the Club and agrees to be bound by the Constitution immediately upon admission to membership.
	3. The applicants consent to the holding of relevant data for the purposes of any Data Protection Act in force as amended and updated from time to time.
2. Membership will begin as soon as the first year’s subscription and joining fee are paid and the application is approved by the Executive Committee, which must not be earlier than three days from receiving the application, Until then the candidate is not entitled to any of the privileges of the Club.
3. If any applicant is refused Membership he may appeal the decision and be treated in accordance with Annex 1 in the same manner as a Member who has appealed expulsion.
4. If Membership is not granted the applicant may not reapply within the 12 months following the date of his/her application.

**Accidents or Loss.**

1. Under no circumstances shall a Member hold the Trustees, Officers, or other Member responsible for any accident or loss that they may sustain.

**Officers and their Duties**

1. The Club has the following Officers, who are elected by the Members for a one year term:

Chairman – Who chairs all General Meetings and all Executive Committee meetings when present.

Honorary Secretary – Who is responsible for the keeping of all books and records of the Club, including the Member’s Register (containing the name and address of every Member and such other contact details as the Member supplies) and the taking of minutes of all General Meetings and Executive Committee meetings.

Honorary Treasurer – Who ensures that the financial affairs of the Club are kept in good order and that annual accounts and a financial report are submitted to the Executive Committee for it to be placed before the Members at the Annual General Meeting.

**Executive Committee**

1. The day-to-day running of the Club is under the control of the Executive Committee which consists of:
	* 1. The 3 Officers of the Club
		2. No more than 12 other Members of the Club
2. A quorum for Executive Committee meetings is 5, and voting will be on a simple majority basis but in the event of equal votes the Chairman shall be entitled to an additional casting vote.
3. The Executive Committee shall meet at least once in each month and at such other times as the Executive Committee shall determine. Members present will elect a Chair for that meeting, who will not have the privilege of a casting vote, whenever the Chairman is not present.
4. Minutes of Executive Committee meetings must be taken and made available to all Club Members.
5. The Executive Committee has the following powers and responsibilities:
	* 1. To control the affairs of the Club.
		2. To ensure that the Club premises are maintained in a reasonable state.
		3. To maintain a bank account and it is so authorised that any two of the three Officers can sign Club cheques. One of the signatories shall be the Honorary Treasurer with one of the other two Officers co-signing each fully completed cheque.
		4. To keep accurate accounts of the finances of the Club through the Honorary Treasurer. These should be available for reasonable inspection by the Members.
		5. To prepare and present to the Annual General Meeting a written report on the Club and its activities (annexing the annual accounts and the Honorary Treasurer’s financial report).
		6. To appoint sub-committees, whose membership must include at least one member of the Executive Committee, to which it may delegate powers and duties on such terms as the Executive Committee thinks fit.
		7. To co-opt additional members to the Executive Committee as is felt necessary. Co-opted members shall not be entitled to vote on the Executive Committee.
		8. To approve all non-recurring expenditure before payment, up to a maximum of £3,000. Approval must be sought from the membership before proceeding with any project or purchase where the expenditure will be in excess of £3,000, but see Clause 47 with regards to emergency work that may need to be undertaken.
		9. To attend all meetings: Non attendance for 3 consecutive Executive Committee meetings by any Member or Officer, without a satisfactory explanation given in writing, will result in an assumed resignation of that Member from the Executive Committee and/or the office held.
		10. TO ENSURE, that if a contract is entered into, the nature of the contract and it’s effect upon the Club, it’s Trustees and Officers, is investigated. In particular the contract should contain a provision stating that the liability of Trustees, Officers or other Members entering into any contract for the Club, and the liability of any Members on whose behalf the contract is made, is limited to the assets of the Club.

**Vacancies on Executive Committee**

1. The Executive Committee may appoint a Member to fill any casual vacancy on the Executive Committee until the next Annual General Meeting. Members so appointed shall not be entitled to participate in the management of the purchase of alcohol for the Club.
2. Any Member so appointed must retire at the next Annual General Meeting but may then be elected as a member of the Executive Committee at that meeting.

**Financial Year, Accounts and Account Checkers**

1. The Club financial year runs to 31st December. An income and expenditure account must be made for that year and the balance sheet prepared as at that date.
2. Two Members, who must not be on the Executive Committee, who are elected by the Members as Account Checkers for one year terms will check the annual accounts.

**Re-Election and further terms of office**

1. Members are always eligible for re-election for further terms as Officers, Account Checkers or Members of the Executive Committee.

**Membership and Subscriptions**

1. There shall be the following classes of membership available:
	* 1. ***Full Member***
2. Full membership is available to any person aged 18 and over at the beginning of the Club year.
3. The membership subscription for this membership class for each calendar year is as approved at an Annual General Meeting and must be paid by 1st January (the Fee Date) unless the Executive Committee determines that payment may be taken by instalments.
4. On being admitted to the Club a Member in this class will pay a Joining fee as approved at an Annual General Meeting. *(see exception- clause 24)).*
5. Members in this class are entitled to vote in any General Meeting.
	* 1. ***Life Member***
6. Life Members are proposed at the discretion of the Executive Committee for acceptance by the Membership at an AGM. On being accepted to this class no further subscriptions are payable.
7. Life Members are entitled to vote in any General Meeting.
	* 1. ***Family Member***
			1. With effect from the adoption of this Constitution, this membership class is only open to the immediate family of Full Members and Junior Members.
			2. The membership subscription, which covers the whole immediate family, for this class for each calendar year is as approved at an Annual General Meeting and must be paid by the Fee Date.
			3. Members in this class will not be entitled to vote in any General Meeting unless they were an Associate Member on the 31st December 2017 and have continuous membership since that date.
			4. Family Members are not eligible to fish in Club competitions.
		2. ***Junior Member***
			1. This membership class is only available to any person who is aged under 18 at the beginning of the Club year.
			2. The membership subscription for this membership class for each calendar year is as approved at an Annual General Meeting and must be paid by the Fee Date.
			3. Members in this class are not entitled to vote in any General Meeting.
			4. Junior Members are not allowed to enter competition pools.
		3. ***Social Member***
			1. This membership class is only available to any person who is aged 18 or over at the beginning of the Club year.
			2. The membership subscription for this membership class for each calendar year is as approved at an Annual General Meeting and must be paid by the Fee Date.
			3. Members in this class are not entitled to vote in any General Meeting unless they were an Associate Member on the 31st December 2017 and have continuous membership as a Social Member from that date.
			4. Social Members are not eligible to fish in Club competitions.
		4. ***Boat Site Holders***
			1. Only Full or Life Members may have a site for a boat.
			2. Sites are allocated at the sole discretion of the Boat Stewards after assessing each boat and are not transferable.
			3. The subscription for a boat site for each calendar year is as approved at an Annual General Meeting and must be paid by the Fee Date.
			4. If a boat site is allocated within the first six months from the Fee Date the whole annual subscription for that calendar year must be paid. After the first six months from the Fee Date payment of half the subscription is required.
			5. Boat sites are not available to any person who is aged under 18.
			6. See Annex 2 for full details of the conditions of being allocated a boat site.
8. All new Members joining within the first six months from the Fee Date must pay the whole annual subscription for that calendar year. A new Member joining after the first six months from the Fee Date must pay half the subscription. A reduced subscription may be taken after the first six months if offered as part of a recruitment drive or fund raising.

**Renewal**

1. Membership is automatically continued each year unless:
	* 1. The Member resigns on or before 31st December, in which case the Member is under no obligation to pay any part of the subscription for the following year.
		2. The Member shall fail to pay the required subscription by the Fee Date. The Honorary Treasurer shall write to the Member at the address as recorded in the Member’s Register, requesting payment by the 31st January. If the payment is then not made the Member will be deemed to have left on the Fee Date.
		3. The Executive Committee may make such payment arrangements, as it sees fit, with any Member who is suffering financial hardship
		4. A Member who is deemed to have left on the Fee Date will be removed from the Member’s Register terminating membership and will pay a Joining Fee if/when rejoining.

**Resignation from Membership**

1. A Member may resign at any time by giving notice to the Honorary Secretary in writing. On receiving the notice the Honorary Secretary will immediately remove that Member from the Member’s Register, which terminates membership.
2. The resigning Member is not entitled to any return or rebate of subscription and remains liable for any unpaid subscription and any other sums due to the Club.
3. A Full Member who resigns by giving notice to the Honorary Secretary in writing will not be asked to pay a Joining fee again unless the break in membership exceeds 24 months.

**Effect of Resignation, Expulsion or Death**

1. All rights and interests in the Club and its property cease immediately on termination of membership by whatever means.

**Angling**

1. That fair angling by rod and line only will be permitted. Any member proved to be guilty of unsportsmanlike behaviour or infringement of the Rules whilst angling, including angling in any open or closed competition or festival, will be disciplined as set out in the Disciplinary Regulations in Annex 1.

**Disciplinary Offences**

1. Any Member who is in serious or persistent breach of the Constitution or who otherwise acts in a way which in the opinion of the Executive Committee is seriously or persistently inappropriate for a Member of this Club will be disciplined as set out in the Disciplinary Regulations in Annex 1.

**General Meetings of Members**

1. An Annual General Meeting of the Club shall be held in the month of March in each year (or, failing that, as soon as possible thereafter) and called by the Honorary Secretary with no less than 14 days notice. The following business shall be conducted:-
	1. Read the minutes of the previous AGM.
	2. The Honorary Treasurer to present and summarise:
		* 1. The Club’s checked annual accounts for the financial year last ended.
			2. The budget for the Club’s current financial year.
			3. Any recommended changes to the amount of fees and subscriptions to be paid from the following financial year.
	3. All of the above to be voted on for approval by the Members present.
	4. Receive the annual report of the Executive Committee from the Honorary Secretary.
	5. The election of the Officers, Members of the Executive Committee and the election of two Account Checkers. Candidates for election to these positions must have been a Full Member for a minimum of one year before the AGM. Their Proposer and Seconder must have been a Full Member for a minimum of two consecutive years.
	6. Members nominated for Officers positions, if unsuccessful, are eligible for election to the Executive Committee if also proposed and seconded for that position.
	7. Such other business as shall have been communicated to the Honorary Secretary and included in the notice of the meeting.
2. Should the number of nominations exceed the number of vacancies, election shall be by secret ballot of the Members present and voting at an Annual General Meeting.
3. Should the number of nominations be less than the number of vacancies, further oral nominations will be invited from those Members actually present and voting at the said Annual General Meeting.
4. The Honorary Secretary, shall in all cases send to every Member, at the address recorded in the Member’s Register, a notice of the meeting stating the time when, and the place where it will be held and the business to be conducted.
5. A Special General Meeting may be called at any time by the Executive Committee or a group of any 10 Members may by written notice request the Honorary Secretary to call a meeting of Members. The Honorary Secretary must then call a Special General Meeting at no less than 21 days written notice to all Members stating the date, time and place of the meeting, and the business to be conducted.
6. The quorum at any General Meeting is 15 (votes made by e-mail, post or proxy will be treated as being present) except where expressly stated otherwise in this Constitution *(see – clause 71) and 74)).*
7. The voting Members present elect a Chair for any General Meeting whenever the Club Chairman is not present within 15 minutes of the time appointed for the meeting.
8. Minutes of all General Meetings must be taken and made available to all Members.
9. Any notice required to be sent to a Member is validly given if:
	* 1. Sent by post to the Member’s address as recorded in the Member’s Register (in which case it will be deemed being received by the Member 3 days after posting).
		2. Given to the Member personally.
		3. Sent by email as recorded in the Member’s Register.
10. Any notice required to be given by any Member to the Honorary Secretary is validly given if:
	* 1. Sent by post or email to the Honorary Secretary.
		2. Given to any Officer of the Club.
		3. In both cases above it will be deemed given when actually received.
11. Resolutions and other decisions at all General Meetings, Executive Committee or any sub-committees are passed and made if so voted by a majority of those Members present and voting when the vote is taken; except where expressly stated otherwise in this Constitution *(see – clause 71) and 74)).*
12. Voting may, at the discretion of the Chair, be undertaken by a show of hands, by ballot or by show of hands followed by ballot.
13. Members unable to attend a General Meeting may cast their votes by e-mail, post or proxy if so received by the Honorary Secretary at least 24 hours prior to the meeting.

**Trustees and Club Property**

1. Trustees may be proposed and seconded by any Member for acceptance at an AGM, and they shall respectively hold office until death or resignation, unless replaced at an AGM.
2. The number of Trustees shall not be more than four and the property of the Club (other than cash, which shall be under the control of the Honorary Treasurer), shall be vested in them.
3. They shall deal with the property of the Club as directed in accordance with all lawful directions of the Executive Committee (of which an entry in the minute book shall be conclusive evidence).

**President**

1. The President and Vice Presidents may be proposed and seconded by any Member for acceptance at an AGM, and they shall respectively hold office until death or resignation, unless replaced at an AGM.
2. The number of Vice Presidents shall be not more than 3.

**Employment and Other Contracts**

1. The Executive Committee may not engage any employees.
2. The Honorary Secretary may enter into contracts as agent for the Members provided that no such contract involves property or money beyond the value of £1,000 or £6,000 in the event of emergency work required to the Club Premises.
3. All other contracts between the Club and any other person or company are made by the Trustees as agents for the Members, unless the Executive Committee instead authorises any one or more of the Officers or other Members of the Executive Committee to enter into a contract as agent for the Members.
4. Full indemnity out of the Club’s funds is given to:
	* 1. Trustees against all payments and other liabilities properly incurred by them as Trustees.
		2. Officers and other members of the Executive Committee against all payments and other liabilities properly incurred by them in the exercise of their duties or powers for the Club.
		3. Every Trustee, Officer, or Member entering into any contract on behalf of the Members against all payments and other liabilities incurred by them in connection with that contract.
5. The liability of the Trustees, Officers or Members entering into any contract for the Club, and the liability of any Members on whose behalf the contract is made is limited to the assets of the Club.
6. Attention is brought to clause *13)viii)* and *13)x)*.
7. The Trustees, Officers and Members acting on behalf of the Club may, with the prior approval of the Executive Committee, claim such expenses as the Executive Committee agrees.

**Legal Proceedings**

1. No Trustee, Officer or Member shall be bound to bring or defend any actual or prospective claim or proceedings, or incur any actual or prospective liability for legal costs (including for any legal cost that may be payable to another party) unless they are first satisfied that they shall be sufficiently indemnified or otherwise protected against having to pay such costs and any other judgement against them (except as to the extent of one year’s membership subscription) in one or more of the following ways:
	* 1. indemnity out of the Club’s assets
		2. personal indemnities from some or all of the Members
		3. legal expenses insurance

**Borrowing and Lending**

1. The Executive Committee may borrow money if authorised by a resolution of the Members at a General Meeting and on such terms as authorised in that resolution.
2. The Trustees shall make such dispositions of Club property and enter into such agreements as the Executive Committee directs for the giving of security for such borrowing.
3. All Members whether or not voting on such resolution, and all Members joining the Club after the passing of such resolution are to be taken to have assented to the resolution as if they had voted in favour.
4. The Executive Committee may not lend money.
5. No money or property of the Club, or any gain arising from the carrying on of the Club shall be applied otherwise than to the benefit of the Club as a whole, or to a registered charity as agreed by resolution at a General Meeting.

**Temporary Members**

1. Temporary membership of the Club may be granted by an Officer on the following conditions:
	* 1. Full membership is precluded by distance or any other circumstances which does not allow full use of the Club and the privileges of membership.
		2. Temporary membership is granted on the basis of Full or Junior membership.
		3. Is for a maximum period of any four weeks in a Club year, not necessarily consecutive.
		4. The subscription required will be 1/6th of a Full Members annual subscription rounded up to the next whole (£) pound.
		5. The Temporary Member must provide the same information, as required for a Full Member, to the Officer who will post it on the notice board.
		6. The number of Temporary Members shall at no time exceed 10 and they shall have no voting rights.

**Guests**

1. Only Full, Social and Family Members (but not Junior Members unless it is their parent/legal guardian) shall be entitled to introduce Guests to the Club, provided that:
	* 1. No person whose application for membership has been declined or has been expelled from the Club shall be introduced as a Guest.
		2. A Member may introduce up to a maximum of four Guests and shall enter their names and addresses, together with his or her name, in the Guest Book which shall be kept at the Clubhouse.
		3. Those Guests so admitted, and who are aged 18 and above, may be supplied with Alcohol for consumption on the Club premises and not elsewhere.
		4. The Member will be at all times responsible for the actions of their Guests.
		5. Guests may only remain on the premises while their host is present.
		6. No Guest may be introduced to the Club more than once in a month and no more than four times in the year.
		7. Any Member who is found to have been in breach of any of the above will be held solely accountable and liable for any claim made against the Trustees, Officers or Members of the Club.

**Visitors**

1. The Club shall admit as Visitors:
	* 1. Members of affiliated angling clubs or members of visiting angling clubs, and their bona fide guests, who are taking part in competitions against the Club.
		2. Competitors and the bona fide guests of such persons (whether visiting club members or not) for other competitive events being held at or organised by the Club
		3. Groups or organisations who have been granted Executive Committee approval to use the premises for organised private events (birthday parties, meetings, etc)
		4. Those visitors so admitted, and who are aged 18 and above, may be supplied with Alcohol for consumption on the Club premises and not elsewhere.
		5. All such persons shall sign the Special Visitors' Book, stating the name of their club or organisation.
2. No Temporary Member, Guest or Visitor shall hold the Trustees, Officers or Members of the Club responsible for any accidents or loss that they may sustain.

**Rules**

1. Without prejudice to the Constitution of the Bexhill Sea Angling Club the Executive Committee will generally make and publish Rules under such headings as Boat Competitions and Beach Competitions. Those Rules and such other Rules that will be made and amended from time to time, to be displayed on a notice board in the Clubhouse. On such posting it will be deemed to be adequate notice toMembers of the making and contents of such Rules.

**Alcohol**

1. The purchase of alcohol for the Club and supply of alcohol by the Club shall be managed by the Executive Committee excluding those members of the Executive Committee who are there by virtue of being co-opted or as a result of filling a vacancy.
2. The Executive Committee must not in any way be restricted in their freedom to purchase alcohol.
3. Alcohol may only be sold on Club premises in accordance with any rules, conditions or restrictions necessary in consequence of the Club Premises Certificate or other authorisation (or conditions of authorisation) as given in the Licensing Act 2003 as updated and amended from time to time.
4. No person shall receive at any time at the expense of the Club or any Member of the Club, any commission, percentage or similar payment on, or with reference to, purchases of alcohol by the Club.
5. No person shall directly or indirectly derive any pecuniary benefits from the supply of alcohol by or on behalf of the Club to Members or guests, apart from any benefit accruing to the Club as a whole and apart also from any benefit which a person derives indirectly by reason of the supply giving rise to or contributing to a general gain to the carrying on of the Club.
6. The Club shall be opened between such hours and on such days as the Executive Committee shall decide but at all times will be in keeping with the Club Premises Certificate issued in accordance of the Licensing Act 2003 as updated and amended from time to time.

**Amendments to the Constitution**

1. This Constitution may be amended, or replaced in full, by resolution in a Special General Meeting.
2. Any alteration or amendment must be proposed by 20 Voting Members of the Club. Such alterations shall be passed if supported by not less than 66% of the votes received from Members.
3. Members, in this instance, should be allowed to cast their votes by e-mail, post, proxy or being present at the meeting.
4. The Honorary Secretary shall as soon as possible, and in any case within 28 days of the making of any such amendment or replacement to the Constitution, give written notice of such to those legally or contractually required to be notified.

**Dissolution**

1. The Club may be dissolved by a resolution in a Special General Meeting passed by more than 50% of the Members but only where at least 60% of the Members have voted.
2. Not less than four weeks written notice shall have been given to each Member
3. Members, in this instance, should be allowed to cast their votes by e-mail, post, proxy or being present at the meeting.
4. As soon as the resolution takes effect the Executive Committee shall thereupon, or at such future date as shall be specified in such resolution, proceed to realise the property of the Club and after discharging all debts and liabilities, the remaining assets shall not be distributed among the Members, but shall be given or transferred to another approved Community Amateur Sports Club, or a registered Charity at the time of dissolution.

Adopted this ……………………day of………………………..20……….

by resolution and approval of the Members

Signed by the Officers for and on behalf of the Club

…………………………………………………………………………………………………...

Chairman *(sign)* (*print name)*

…………………………………………………………………………………………………...

Honorary Secretary *(sign)* *print name*

…………………………………………………………………………………………………...

Honorary Treasurer *(sign)* *print name*

**ANNEX 1**

**Disciplinary Committee**

Any Member who is in serious or persistent breach of the Constitution or Rules or who otherwise acts in a way which in the opinion of the Executive Committee is seriously or persistently inappropriate for a Member of the Club may be required to attend a hearing to explain his/her conduct.

The Honorary Secretary will notify the Member in writing at least 14 days before the hearing of:

1. The date, time and place of the hearing.

ii) The conduct alleged to:

* + - 1. be a serious or persistent breach of the Constitution or Rules, specifying which Rule(s)

or

* + - 1. be serious or persistently inappropriate for a Member of the Club

The Member may respond in writing to the Executive Committee and will also in any case be given a fair opportunity at the hearing to refute, explain or excuse his/her conduct and to say why he/she should not be penalised or what penalty he/she believes is appropriate for any proven allegation.

The procedure to be adopted for the hearing will be entirely at the discretion of the Executive Committee.

The Disciplinary Committee will consist of at least five Members appointed by the Executive Committee of which at least two will be Officers.

The Member does not have any right to be represented at the hearing (by a solicitor or otherwise) but it will be at the discretion of the Executive Committee as to whether they will allow such representation.

There will be no hearing in a matter if either:

1. the Member waives the right to a hearing.

or

ii) the Executive Committee resolves, and writes to the Member stating, that it is not considering suspension or expulsion and that in the circumstances a hearing is not appropriate.

If the Executive Committee finds any allegation to be proven on the facts it may:

1. impose a condition on the Member.
	1. suspend the Member from some or all of the benefits of membership for a period of time, which may include conditions.

iii) expel the Member with immediate effect.

The decision as to whether any allegation is established and the action so decided must be notified to the Member within two days of the day of the hearing. The decision must also be made known to the other Members (by putting up a notice to the effect in the Club) within a reasonable time following the decision.

**Appeal Committee**

A Member who is expelled or suspended from the benefits of membership for a period of longer than one month has the right to appeal against the decision by written notice to the Honorary Secretary within 14 days of receiving the decision of the Executive Committee. The notice must state the reasons why the Member believes the decision should be set aside or varied, because of the finding of proof in his/her favour or that the Executive Committee has not acted in accordance with these Rules. There is no right of appeal where any other action has been taken.

The Appeal Committee will consist of three Members appointed by the Executive Committee including at least one person who sits on the Executive Committee.

The Honorary Secretary will notify the Member in writing at least 14 days before the hearing stating the date, time and place at which the hearing will be conducted. The Member will be given a fair opportunity at the hearing to explain why the Disciplinary Committee decision should be set aside or varied.

The procedure to be adopted for the hearing will be entirely at the discretion of the Appeal Committee.

The Member does not have any right to be represented at the hearing (by a solicitor or otherwise) but it will be at the discretion of the Executive Committee as to whether they will allow such representation.

The Appeal Committee may set aside the decision of the Disciplinary Committee if it is satisfied that the decision was unreasonable or otherwise unfair, or if the proceedings leading to the decision were unreasonable, unfair or prejudicial to the Member. The Appeal Committee must not consider new evidence which was not put before the Disciplinary Committee unless it is satisfied that there are good reasons why that evidence was not put before the Disciplinary Committee and for allowing the new evidence to be considered.

If the Appeal Committee does set aside or vary the decision of the Disciplinary Committee it may:

i) impose a condition on the Member.

ii) suspend the Member from some or all of the benefits of membership for a period of time, which may include conditions.

iii) expel the Member with immediate effect.

**ANNEX 2**

**ALLOCATION OF BOAT SITES**

1. The Boat Stewards have been delegated the power to act for and on behalf of the Executive Committee in all respects of the allocation of boat sites and the approval of boats that can be used from the Club.
2. The Club shall at all times have a lien over your boat parked on the Club’s premises in respect of all monies that may become due to the Club.

**General**

1. The boat should be no shorter than 12 feet and no longer than 18 feet.
2. Any accidents to or altercations with the general public should be reported to an Executive Committee Member as soon as possible.
3. No liability or fault should be admitted by any Member. Gather as much information as possible not forgetting the details of any witnesses.

**Allocation**

1. The following is taken into account for the allocation of a site and the permission granted to the use of a particular boat from that site as follows, but is not in any order of precedence.
	1. Suitability of boat.
	2. Years of continuous membership.
	3. Years of continuous holding of a boat site.
	4. Contribution/Participation in the Club’s affairs.
2. Members not currently having a boat site but wishing to avail themselves of one should first consult the Boat Stewards regarding suitability and availability before they obtain a boat for which they have no alternative site.
3. Members having a current site should first consult the Boat Stewards if they intend to change the boat for which current permission has been granted. There is no guarantee that a site holder will be granted permission for his/her new boat.
4. In the event of demand for boat sites exceeding the current availability, a waiting list will be drawn up. Members must confirm their desire to be on the waiting list annually; if not that person's name will be removed from the waiting list.
5. When a site becomes available, it will be offered to that Member on the waiting list who the Boat Stewards consider best meets the eligibility criteria set out above. Length of time on the waiting list may be used as an additional criteria should more than one Member appear to have equal standing for eligibility.
6. It may become necessary, from time to time, to move boats to different sites where it is found that, for instance, there are too many boats on one winch. Thus ensuring that boats used regularly in competitions will not have unduly long to wait to be winched up the beach and that the crews can help each other. This is entirely at the discretion of the Boat Stewards.
7. The concept of having a particular site for an extended period of years should not be taken for granted.

**Terms & Conditions**

1. The Member leaves the boat on the allocated site at his/her own risk.
2. The Member will be required to use the boat at least 4 times in any calendar year.
3. The Member must keep the boat in a seaworthy state of repair.
4. The Member must keep the boat site clean and tidy at all times.
5. The Member, if approved a boat site, understands that it is for the boat whose details he/she has given.
6. The Member must complete another application form (“Change of Boat”) to obtain approval for another boat. This must be done prior to placing another boat on the site.
7. The Member pays the annual membership and boat site fees promptly.
8. When going afloat the Member must take the following:
	1. A compass
	2. In date flares
	3. A lifejacket for each Member in the boat (Junior Members must, as a condition of the Club’s insurance policy, wear a lifejacket at all times).
	4. The Member must enter his/her name, and the names of the crew, in the “GONE TO SEA” Log Book *(other than on competition days)*

**Use of Boat Sites**

1. Sub-letting of boat sites is strictly forbidden.
2. Temporary borrowing/loaning of sites to fellow site holders may only be done with the express prior approval of the Boat Stewards or on the grounds of safety and then only for boats that have currently been approved by the Boat Stewards.

**General Conduct**

1. **Members are reminded that as a boat user he/she should be aware that the "law of the sea" is different from the "law of the land" and, if you have not already done so, you should acquaint yourself with the key boating rules and maritime law before going to sea.**
2. **Note that during the summer months the Council put out large yellow buoys that mark a channel we should leave the shore area from. Buoys are also put parallel to, and about half a mile off the shore. You should cross this area between buoys and shore at right angles and keep within the speed limit of 5 knots.**
3. **It is maritime etiquette to keep clear of racing yachts and dinghies.**
4. **Repeated complaints regarding any boat owner will be referred to the Disciplinary Committee for deliberation and action, which may result in the withdrawal of his/her boat site.**
5. **Boat owners must obey all reasonable instructions given to them directly by the Boat Stewards or the Officers of the Club.**
6. Any complaint regarding boat sites should, in the first instance be taken up directly with the Boat Stewards. If a satisfactory outcome cannot be reached, then the complaint should be made in writing to the Executive Committee who will consider the matter at the next available Executive Committee meeting.

**Outstanding Subscription**

1. If at any time any fees or subscriptions payable to the Club by you shall be two months or more in arrears the Executive Committee:
2. shall be entitled to move your boat to any other part of the premises without being liable for any loss of or damage to the boat howsoever caused.
3. shall be entitled, upon giving two month’s notice in writing to you, at your last known address shown in the Member’s Register, to sell your boat.
4. shall be entitled to so sell your boat and to deduct any monies due to the Club (whether by way of arrears of subscription, boat site fees or otherwise) from the net proceeds of the sale before accounting for the balance (if any) to you.
5. Alternatively, if the boat, in their opinion cannot be sold it may, upon such notice as aforesaid, be disposed of in any manner they think fit and the expenses recovered from you. Any arrears as foresaid shall be deemed to be a debt owing to the Club by you

**Boat Site Maintenance & Safety Checks**

1. The Boat Stewards will check the state of each site from time to time and site holders will be asked to tidy their site up if it is particularly untidy. That said, each site holder is requested to keep his/her site clear of rubbish and other debris that might accumulate.
2. A site holder is also required to advise any Boat Steward or Executive Committee Member of any part of the winch and cabling that is or looks worn, broken, or is in a dangerous state. Previous experience has shown that particular attention should be paid to shackles and pull-off rings plus any wear in pull-off ropes. A book for reporting problems can be found in the Clubhouse.
3. Winches and pull-off equipment are not to be tampered with in any way unless the express prior approval of the Executive Committee has been given.
4. The Executive Committee have put in place procedures whereby the winch’s mechanical and electrical systems are checked regularly, but your assistance in reporting faults quickly, as and when they occur, will help to keep things working smoothly.

**Insurance**

1. The Club does not make it a **condition** that you have individual insurance, but this is recommended. The Club has a limited third party liability insurance policy in place, which covers all Members whilst participating in the Club’s activity of sea angling, e.g. it covers accidental injury to persons and damage to property caused by Members.
2. **The security and safety of your boat, and those with you when at sea, is ultimately your responsibility and it is recommended that you obtain appropriate marine insurance**
3. No Member, visitor or guest can make a claim for accidental injury, special circumstances excepted.
4. The Club’s insurance does not cover damage or loss to your boat.

**Selling your Boat**

1. As boat sites are for Members only, then, in the event that you sell your boat to a non-member, you must inform:
	1. the individual(s) concerned that they have two weeks from the date of the sale to remove their boat.
	2. the individual(s) that they should make their own arrangements to insure their property. The Club accepts no liability for any accident, injury or loss howsoever caused to or by their boat.
	3. the Chairman or Honorary Secretary and provide the name, address and telephone number of the person(s) you have sold the boat to.
2. If you sell your boat to a Member and they intend to keep it at the Club, then you must inform that Member that they must complete a Boat Application and apply for a boat site before purchase as boat sites are:
3. not transferrable.
4. allocated at the discretion of the Boat Stewards.
5. **During periods of very bad weather local Members will, circumstances permitting, attempt to bring boats up onto the promenade and car parking areas adjacent to the Clubhouse. Note that if your boat is chained and locked to the promenade it cannot be moved to safety. Please be aware that while those Members will be as careful as possible some damage to your boat may be unavoidable. The consequences of leaving your boat to the ravages of the sea could also result in damage, or even worse, the total loss of your boat. As Members are acting on your behalf you will not hold them personally responsible for any damage that may be caused.**
6. **The Club, its Officers and** Executive **Committee accept no liability for any damage to your boat, and will in no way be responsible for:**
	1. **any Member involved in an accident or incident in any location, whether on land, foreshore, marina or at sea.**
	2. **injury to yourself or a member of the public.**
	3. **damage sustained to any property.**