

# Sussex Yacht Club

*Founded 1892*



**SUSSEX YACHT CLUB**  
FOUNDED 1892

*Affiliated with the Royal Yachting Association*

## **CLUB RULES**

As revised to December 2018

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**Foreword**

The Sussex Yacht Club was established in 1892 in premises at Southwick, Sussex by a group of yachting enthusiasts in order to further the sport of yachting and cruising.

In 1925 it was decided that the Club be formed into a Company, under whose Articles of Association the distinction of being a Members' Club was retained, each Member holding one share. It was found that the premises then occupied were proving inadequate for the growing membership, and the freehold premises at Southwick, consisting of an attractive clubhouse with extensive under cover storage facilities fronting on to deep water moorings were acquired. Here Members' yachts could lie afloat at all states of the tide in conditions of perfect safety and a range of jetties provided for convenient landing.

During 1946 the facilities of the Club were further improved by the acquisition of land comprising a river frontage, together with a slipway, hard and boatshed situated on the south bank of the river Adur and which is opposite the present Shoreham clubhouse.

In 1950 the continuing need for even further facilities for the Members was met by the purchase from His Grace the Duke of Norfolk of the freehold of Stow's shipyard. This extensive freehold, fronting the river Adur at Shoreham, includes a spacious clubhouse, excellent laying up and fitting out facilities, and power-winched slips for large and small craft, and is now the main centre of the Club's activities, and which became its headquarters in 1981.

The Club was granted by Admiralty Warrant the privilege of wearing a defaced Blue Ensign in 1955.

His Grace the Duke of Norfolk, by whose generous assistance the Club became established at Shoreham, honoured us by accepting life office as "Admiral of the Sussex Yacht Club" in 1958 and was succeeded by the 17<sup>th</sup> Duke of Norfolk in 1976, who remained Admiral until his death in 2002. Since 2002, the club has adopted an election method for the role of Admiral.

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## **RULES OF SUSSEX YACHT CLUB LTD**

Made under Article 47 of the  
Company's Articles of Association

These Rules shall come into force and be binding on all Members as from the aforementioned revision date, and shall be deemed to be in substitution of all previous Bye-Laws and Rules.

Amendments, annulments and additions to these Rules may be made from time to time under the authority of Article 47 and shall take effect and become binding on the Members of the Club from the date specified, provided that the amendments, annulments and additions shall have remained posted on the Club's website and official notice board for not less than seven days prior to such date.

Throughout these Rules, the words he, him or his shall be taken to include she, her and hers respectively. Reference in the Articles of Association to Bye-Laws shall be deemed to be reference to these Rules.

## **Main Committee Rules**

### **1. Name & Object.**

The Club shall be called Sussex Yacht Club. The primary object of this Club shall be the promotion and encouragement of the amateur sport of sailing in the locality of Shoreham and shall offer to Members the ordinary facilities of a Club.

### **2. Burgee & Ensign.**

The Burgee of the Club shall be a red St. George's Cross in a black field and is flown at the masthead or starboard crosstrees. No Member chartering or selling his yacht (except to a Member of the Club) shall leave on board or permit to be used by the charterer or purchaser any Club Burgee or Ensign. No Member shall fly the Club's defaced Blue Ensign without proper authority and in accordance with the conditions of the warrant.

### **3. Conduct of Members, complaints, sanctions & expulsion.**

- (a) Any Member, upon election and thereafter, is deemed to have notice of and undertakes to comply with the Club Rules. Any refusal or neglect to do so, or any conduct at any time either on or off the Club premises, which in the opinion of the Main Committee, is either unworthy of a member or otherwise injurious in any way to the interests of the Club, shall render a Member liable to disciplinary action, which may include expulsion or non-renewal of membership.
- (b) Any Member of the committee may intervene to resolve a situation where a Rule is being broken and may if necessary require a Member or Members to withdraw from the Club premises for the remainder of the day. If the incident is sufficiently serious he may report the matter to the Commodore for possible action under sub-paragraph (c) of this Rule.
- (c) Complaints about Members' behavior, complaints under sub-paragraph (b) of this rule and complaints made by any member about the conduct of another member. These should be addressed in the first instance to the Secretary or to the Commodore in writing. The Commodore or one of the other Flag Officers will contact the person complained about. After this, the Flag Officer may reject the complaints, accept an apology if offered, give a warning if appropriate, or, with the approval of the Directors, form a panel of three Flag Officers, or Directors (which may include him/herself) to determine the complaint at a hearing. The panel shall give the Member at least seven days notice of the hearing, with details of the complaint, and shall give the Member the opportunity to meet the charge or charges against him and explain his conduct. If the complaint is upheld, the panel may impose a suspension or curtailment of membership rights for a period of up to three months or expel the Member. A decision to expel the Member must be unanimous. The panel will be acting by delegated authority as authorised under the Articles of Association. A Member suspended or expelled under the above procedure shall forthwith remove his craft and gear from the Club moorings and premises. Any Member incurring a sanction under this sub-paragraph shall be entitled to a right of appeal to the Committee. Such appeal must be made in writing to the Secretary or Commodore within fourteen days of the Member being informed of the sanction being imposed. Such appeal can only be on the grounds of an error of facts or that procedural due process has not been followed. An Appeals Committee will be convened comprising different Flag Officers and/or Committee members to hear the appeal within fourteen days of the appeals notice being received. Should the grounds for the appeal be deemed to be unsuccessful by the Appeals Committee or if the Appellant fails to appear at the Appeal the original sanction shall stand.

Evidence being received by the Committee that a member has committed an unexpunged serious arrestable criminal offence shall constitute prima facie and sufficient grounds for determination of membership without any further evidence of misconduct being required

#### **4. Addresses.**

Every Member shall communicate any change of postal or email address to the Secretary. Notices sent to the last postal or email address so notified shall be deemed to have been duly served or given.

#### **5. Road vehicles and club car parks.**

- (a) No passenger or goods vehicles, goods trailers or caravans may be brought in to any part of the Club premises at Shoreham, other than such part or parts as are allocated as car parks. When entering the Club's premises such vehicles may do so only for the purposes of loading and unloading substantial items of equipment or vessels and only for such time as is reasonably required for so doing. Members' cars and vehicles shall be parked only in that part of the Club's premises at Shoreham duly authorised for such purpose while the Member is attending the Club or sailing there from. Except as provided by this Rule, Members shall not be entitled to leave vehicles on the Club's premises between the hours of midnight and 0800 hours without permission of the Club's Secretary or any Member of the Committee. The Committee shall have the right to reserve such parking on the Club's premises and otherwise authorise temporary amendments of the regulations as to parking as may be deemed necessary for the accommodation of visitors' vehicles and trailers for special race meetings.
- (b) Members' vehicles parked at the Club must display a valid and current Club parking permit and must be roadworthy, taxed and insured at all times.
- (c) Disabled parking bays are for the use of Members and Members' guests displaying a valid disabled parking "Blue Badge". Members' vehicles must display the Club parking permit as well.

### **Membership Rules**

#### **6. Proposal for Membership.**

Membership of the Club shall be open to anyone on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. Every candidate for membership shall be over the age of 18 years. For those below the age of 18, cadet membership will be available. Upon receipt of the completed application, monies will be taken in respect of fees due and a membership card and membership pack issued. The candidate's application will be put forward to the following meeting of the main committee for agreement.

#### **7. Objections to candidates.**

Any Member who shall be of the opinion that any candidate would not be a desirable Member shall forthwith report the fact to the Secretary, who shall communicate such report to the next meeting of the Committee but to no other person.

#### **8. Election of Members.**

Unless the committee unanimously approve the candidate, election shall be by ballot of the committee, election requiring a majority in favour. An elected candidate shall be informed in writing.

#### **9. Probationary membership & confirmation.**

- (a) The membership shall be probationary for the period of one year from the date of the meeting of the committee at which his election is approved. During the year, and provided he shall have paid the appropriate subscription and entrance fee and other such fees as are charged for Club facilities, the probationary member shall be entitled to full use of the Club's amenities and facilities as if he were a Member but shall not be entitled to rights of voting or otherwise pertinent to members of the Club
- (b) At the meeting of the Committee next following the expiry of such year of probation, the probationary Member shall be considered for admission as a Member in the manner provided. If such admission is agreed, the probationary Member shall be invited to become registered as a Member of the Sussex Yacht Club Ltd upon application for one ordinary share in that company. Pending the purchase of such share he shall automatically become an associate Member and provided he shall have paid the appropriate subscription and entrance fee and other such fees as are charged for Club facilities shall so remain until he becomes a Member by applying for one share. An associate Member shall be entitled

to all the privileges enjoyed by a Member save that he shall not be entitled to vote at any Club meeting nor serve on any Club committee.

- (c) The committee shall have an absolute right to reject confirmation of and at any time determine probationary Membership and may consider and act upon any information and opinion relating to the probationary member and his conduct within the knowledge of any member of such committee. The reason for rejecting confirmation of membership shall be communicated to the Probationary Member in writing within seven days of the decision being made, stating the reasons for such rejection. For the avoidance of doubt evidence of an unexpunged serious arrestable criminal offence shall be prima facie and sufficient grounds for such rejection without any further reason being required. This sub paragraph shall be subject to the same right of appeal as contained in sub-paragraph 3(c) of these Rules.
- (d) No part of the subscription fee paid by the probationary Member shall be repayable in the event of his confirmation of membership being rejected but in the case of such rejection his entrance fee shall upon notice of rejection be refunded to him by the Club and there shall be paid to him also the proportionate part of unexpired charges in advance in respect of yacht and dinghy moorings and boat parking facilities as from the date of removal or vacation of such facilities, such proportion being calculated to the number of complete calendar months unexpired without accounting for additional days.
- (e) A Member after confirmation as a full Member shall so continue as a full Member subject to payment of all dues and subscriptions from year to year until resignation or determination.

#### **10. Group associate Membership.**

Membership may be granted by the Committee to bona-fide sailing groups who wish to sail their boats from the Club, under such terms and conditions as the committee may impose. A group associate Member shall have all the privileges enjoyed by a Member, except that of voting at any Club meeting, service on the Club Committees or keeping a personal boat on the Club's premises or moorings.

#### **11. Cadet membership.**

- (a) Persons under the age of 18 may be elected as cadet Members under the same procedure as for Members.
- (b) A cadet Member shall not be a member of the company. Cadet Members shall pay the special rate of subscription indicated on the application for membership form.
- (c) Member shall be entitled to the benefits of the Club and shall be bound by the Rules but shall not: Vote at general meetings; Propose Members or cadet Members; Possess or use a key to the Club premises; Enter the upper club rooms unless a full Member is present; or introduce guests
- (d) All cadet Members shall be considered for re-election by the committee in September each year. A cadet Member not re-elected shall cease his cadet membership on the last day of that September.
- (e) When a cadet Member reaches the age of 18 the committee shall offer him full membership or notify him that his membership has ceased. If he is offered and accepts full membership he shall be offered a share in Sussex Yacht Club Ltd and shall pay the relevant annual subscription.

#### **12. Country membership.**

Country membership may be granted on application to those residing outside a radius of 50 miles from the Club or to those serving with the Regular Armed Forces, subject to the discretion of the committee in each case, but no person shall be entitled to claim country membership unless he shall have been duly elected a full Member and shall have paid any entrance fee chargeable and at least one year's subscription at the full rate. Young adult Members in continuous full time education may, if otherwise entitled to country membership, apply for country membership without first having paid one year's full subscription at the appropriate rate. Country members shall not have any right to use moorings, storage, or other facilities for craft or gear.

#### **13. Honorary membership.**

The Club in general meeting may elect honorary Members for a period of one year and may thereafter re-

elect honorary Members yearly. The election shall be by motion, duly proposed and seconded. Nominations shall be required for honorary Members and shall be in writing signed by at least two Members and delivered at the office of the Club between the first and thirty-first day of October preceding the month of January or February in which the Annual General Meeting is customarily held (unless the Directors shall notify all Members in writing of any other period for the lodgement of nominations). The Secretary shall send the person elected written notice of his election and a copy of the Rules and ask him if he is willing to accept honorary Membership. Upon his agreeing to accept, he shall be entitled to the benefits of Membership, except that he shall not: Vote at a General Meeting; serve on the committee; acquire any interest in Sussex Yacht Club Ltd; or have any right to use moorings, stage space, storage or other facilities for craft or gear. An honorary Member shall pay neither entrance fee nor subscription, nor take up a share in the Company but shall be eligible at any time for election as a subscribing Member under the normal procedure and if so elected shall cease to be an honorary Member.

#### **14. Life membership.**

Upon application any person who shall continuously have held membership of the Club for a period of 25 years after his 50<sup>th</sup> birthday or has paid membership fees for 50 years or who is a past President of the Club shall be entitled to life membership of the Club without further payment, provided that:

- (a) Years shall mean the period starting on 1<sup>st</sup> October and ending on the 30<sup>th</sup> September in the following year;
- (b) All applications shall be accompanied by satisfactory proof of age.
- (c) If, at the time of becoming entitled to life membership, the Member shall have a joint membership with a spouse, co-habitee or civil partner, then both such members shall be entitled to life membership during the currency of such marriage, co-habitation or civil partnership subject to payment by them of the difference between the charge for a joint membership and a single membership for the time being in force until such time that both parties would have been eligible for Life membership PROVIDED ALWAYS that such Life Membership shall not be extinguished by the death of a spouse, co-habitee or civil partner.
- (d) The Directors may at their absolute discretion nominate other Members of the Club to become Life Members. The Directors must propose and second such nomination, which must be passed by the Board of Directors. Such additional Life Members will be elected at the Annual General Meeting under the same procedures as those laid down in the preceding Rule 13 hereof relating to Honorary Membership.

#### **15. Temporary membership.**

- (a) A Member of any club recognised by the Royal Yachting Association may be authorised to use the premises of this Club by any Officer, the Secretary or any Member of the Committee of this Club and such authorisation shall specify between which dates, not being more than 14 days apart, the said person may so use the premises.
- (b) Any person who is a competitor in any race or participant in any rally sponsored or organised by or on behalf of the Club or in any race or organised rally starting from or finishing at Shoreham Harbour and any person who is a member of the crew of such competitor or participant for the purpose of the race or rally is entitled to the use of the Club premises within a period of 48 hours before and after the race or rally in which they are competing or participating
- (c) Intoxicating liquor may be sold to, or for consumption on the premises by those persons over the age of 18 who are entitled to use the premises.
- (d) The Secretary or any Member of the committee may expel temporarily or permanently any temporary Member who has the right to use the Club premises only under this Rule.
- (e) Any person entitled to use the Club under sub-paragraph (a) of this Rule and who wishes to extend such use after the first fourteen days may be invited by any Officers, the Secretary or any Member of the committee to become a temporary Member of the Club for a further period of a maximum of one calendar month, at such subscription as the committee shall from time to time determine, and such person shall then be required, if he accepts the invitation, to sign an official form and pass it to the

Secretary for posting on the notice board and the Committee shall then be informed of invitations so accepted.

- (f) A second period of temporary Membership in any subscription year shall not be granted except on a resolution of the Committee.
- (g) Temporary Members shall not be Members of the Company or vote at general meetings, serve on committees or propose members, but shall be subject to these Rules and the Articles of Association of the Company, so far as these are applicable.
- (h) Temporary Members shall not have any right to preferential treatment in election to membership but if he is elected to full membership before 1<sup>st</sup> October in the same calendar year the fees and subscriptions due from him shall be reduced by the amount of any subscriptions paid in excess of the subscription then due.
- (i) Any person not being a Member of a yacht club recognised by the Royal Yachting Association may be invited by an Officer, the Secretary or any member of the Committee of this Club to become a temporary Member for a period of up to two weeks without subscription and thereafter (if he so desires and he is invited to do so) for a further month at such subscription as the Committee shall from time to time determine, paid in advance, but no such person shall become a temporary Member or be entitled to any use of the Club or purchase of alcoholic liquors therein until his name and particulars shall have remained posted in the Club, without objection raised by any Member, for at least two days, and thereafter such person shall be entitled to the privileges of temporary Membership.

#### **16. Resignation.**

A Member of any category may resign his membership at any time by giving notice to the Secretary in writing and paying all subscriptions and the other monies due from him to the Club and removing his craft and gear from the Club moorings and premises.

#### **17. Guests.**

- (a) Members may introduce guests for the day but no person shall be introduced as a guest on more than six days in any one year, nor may a Member introduce as a guest a person who has been struck off or expelled from the Club or whose application for membership has been rejected. In exceptional circumstances, a Member of the Committee may sanction the introduction of a guest who has already visited the Club six times during the year, in which case such action shall be reported to the next meeting of the Committee.
- (b) A Member introducing a guest shall be responsible for the guest in every respect and shall write his own name and that of his guest in the visitors' book. Any Member of the committee or the Secretary of the Club may require a Member to remove his guest from the Club premises on the grounds that his conduct or manner of dress is deemed to be objectionable, and the Member shall thereupon procure the removal of such guest. A guest so required to be removed on grounds of conduct shall not again be permitted to enter the Club premises with the same, or any other Member.
- (c) A Member may bring business colleagues or clients in to the Club premises as guests, and by arrangement with the Secretary, host business meetings, conferences or similar, provided that they do not interfere with other Members' enjoyment of the Club. Members may also bring in a larger group of guests, or host a function at the Club premises, by prior arrangement with the Secretary. At all times during the function the hiring Member must be present and will be responsible for the conduct of his guests. Said Member will be held accountable should there be any loss or damage to the Clubhouse or additional cleaning is required as a result of the function. Fees may be charged according to the nature of the hire, permission for which will at all times be at the discretion of the House Committee.

#### **18. President.**

The Members, at an Annual General Meeting, may elect a President and one or more Vice Presidents for a period of one year. Nominations for these offices, in writing and signed by at least two Members, must be



delivered to the Club Office between the first and thirty-first day of October for submission to the next following Annual General Meeting.

**19. Admiral.**

The Directors may annually appoint an Admiral. "Admiral" is a courtesy title. The position of Admiral is honorary, ambassadorial, ceremonial. The position carries no authority or voting rights. Other than voting, the role shares all the privileges of a full Member. The only responsibility it carries is to behave in a manner beneficial to the interests of the Club.

## **Finance Rules**

**20. Subscriptions.**

- (a) The rates of subscriptions and any other fees or charges payable by Members of any category shall be published from time to time and may be amended by the committee from time to time. Any new rate of subscription fee or charge shall only apply to each Member as from the commencement of the next period for which the same shall fall due for payment.
- (b) Subscriptions are due on 1<sup>st</sup> October each year. Members elected during a membership year will pay a pro rata subscription for the remaining period until the commencement of the following membership year.
- (c) Full Members who are undergoing full time education or vocational training shall, at the discretion of the Committee, be entitled to pay a reduced subscription.

**21. Non-payment of subscriptions or other dues.**

If any member shall be in arrears with his subscription or any other money that may be due from him to the Club for three months after the same shall have become due, the Directors shall be at liberty to expel such member and determine his membership.

**22. Lien.**

The Club shall at all times have a lien over a Member or former Member's vessel and retains the express right to exercise this lien over the member's or former members vessel, trailer, trolley, cradles and any other equipment 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 or mooring fees or subscription or otherwise. In exercising the Club's lien the committee shall be entitled to move the Member's or former Member's vessel, trailer, trolley, cradle or other equipment or property to any other part of the Club's premises without being liable for any loss of or damage thereto howsoever caused and to secure the item(s) concerned so as to prevent their removal by the Member until all outstanding sums due are paid in full. The Committee shall give notice of the exercise of the lien to the Member or former Member concerned. Whilst exercising the lien, the Club may continue to charge for any services provided. Liens will be exercise in accordance with the Torts (Interference with Goods) Act 1977.

**23. Charge and Recovery of Sums Accruing after Membership Ceased.**

For so long as any person, after ceasing to be a Member, shall leave any vessel trailer, trolley, cradle or other equipment or property upon the Club moorings or premises then such person shall be liable to the Club for a sum equivalent to double the applicable charges for Members for mooring, storage or other charges in respect of occupation or moorings, parking or storage of gear up to the date of actual removal.

**24. Club's Power of Sale - Unknown Ownership.**

In respect of any property or gear whatsoever on the Club's premises appearing to the Committee or any authorised Officer to be abandoned and which shall not be clearly marked or otherwise identify its owner the Committee shall have the rights of disposal and/or sale thereof as by this Rule conferred but without obligation to serve prior notice upon the owner.

**25. Attorney Clause.**

All Members shall be deemed to have appointed the Committee (acting though any two Members thereof

duly appointed by Resolution) as his attorney for the purpose of passing title to his property upon its sale by the Committee in exercise of its rights conferred by this Rule.

## Sailing Rules

26. The Committee may arrange races and provide prizes out of the funds of the Club.
27. Races shall be sailed under the ISAF Rules and the prescriptions of the Royal Yachting Association and this Club's Sailing Instructions as amended from time to time.
28. The Committee may depute any or all of its duties under this Rule to a Sailing Committee.
29. **Port Bye Laws and Conduct.**  
Members of all categories shall observe Bye Laws and Regulations for the time being in force and published by Shoreham Port Authority. A Member's failure to observe the same (whether prosecuted to conviction or not) or conduct or negligence upon the water likely to bring the Club into disrepute or endanger or inconvenience other Members or their vessels, shall be a cause entitling the Committee to invoke the rules relating to member's conduct.
30. **Dinghy sailing at Southwick.**  
In view of the dangers caused by large boat movements, dinghy sailing in the canal from the Southwick premises shall only be permitted when there is a safety boat on the water and radio contact maintained with the Lockkeeper.

## Moorings & Boat Park Rules

31. The Club shall not accept responsibility or liability for loss or damage to vessels or other property left at Club premises or on Club moorings and no claim shall be made against the Club in respect of any such loss of damage.
32. All vessels in the ownership or under the control of Club Members that shall be brought on to the Club moorings or property shall carry third party insurance cover for a sum of not less than £3,000,000 or such other sum that shall from time to time be determined by the Committee.
33. Owners of vessels moored on Club moorings shall be responsible for ensuring that the vessel's structure is suitable for the proposed mooring and that the vessel is properly moored thereto and shall also be responsible for any loss or damage occasioned as a result of any failure to do so.
34. No vessel shall make fast to the handrails of any jetty or pier or the riding posts of any pontoon or floating stage at Shoreham or of Club property elsewhere.
35. No vessels on Club premises shall be used as houseboats or vessels for permanent habitation, except with the express permission of the committee acting in its absolute discretion.
36. No digging of docks, berths or execution of other works to or on the Club property and premises is allowed without the permission of the committee.
37. **Allocation of facilities and payment**
  - (a) Members using such Club moorings, stages, dinghy park and vessel, trailer and cradle parking facilities as may be available shall pay the charges from time to time fixed by the Committee.
  - (b) Club moorings at Shoreham will be subdivided into two groups - Sailing Moorings and Club Moorings. The Committee will take the final decision which moorings at Shoreham are to be designated as Sailing Moorings and which will be designated as Club Moorings and reserves the right to designate moorings as Sailing Moorings at its own discretion. All moorings at Southwick will be Sailing Moorings.
  - (c) The Committee will consider applications from Members, in a form to be decided by the Committee from time to time, and who are compliant with rules 3, 9 and 21 herewith, for mooring space. Members may be allocated either a Sailing Mooring or a Club Mooring. The Moorings and

Maintenance Committee, in consultation with the Sailing Committee, will be responsible for monitoring and administering the use of Sailing Moorings once the moorings have been allocated.

- (d) Sailing Moorings: If all Sailing Moorings are occupied, a waiting list will be established. The waiting list will be prioritised by reference to a Member's participation in club races, rallies and other club activities. Members who otherwise actively use their boats will also be considered. The allocation criteria will be decided from time to time by the Committee. Where a new member or new berth holder is granted a mooring on the basis that they will participate, but does not do so to the expected level, their mooring may be terminated on 3 months notice.
- (e) Members using a Sailing Mooring will be expected to compete in Club races and/or regularly take part in Club rallies or other active sailing usage. The number of events is not specific, but Members must be aware that the Sailing Moorings will be allocated to Members who participate most often as they are specifically intended for Members who wish to pursue the sport of sailing. Failure to demonstrate to the Moorings and Maintenance Committee a serious level of participation may result in the Member being required to remove the boat from the mooring and moved to a Club Mooring, if one shall be available, or to hard standing ashore or elsewhere. Members changing their boats during a mooring period may be required to demonstrate to the Committee that the proposed use of the new boat continues to satisfy their eligibility for that mooring through continued participation.
- (f) Club Moorings: If all Club Moorings are allocated, a waiting list will be established. Priority will be given to Members who have the longest continuous period of membership of the Club; however, they will be required to demonstrate frequent and regular use of their boats.
- (g) A Member using a Club Mooring must understand that these moorings are intended for Members who use their boats frequently. Failure to demonstrate to the Moorings and Maintenance Committee a serious level of use may result in the Member being required to remove the boat to hard standing ashore or elsewhere.
- (h) Charges: All mooring and ashore storage rates will be as stated in the Club list of charges, as published from time to time. Once allocated, members will contract for a 12 month licence for the berth in question, save otherwise provided for elsewhere in this rule. Charges are due on the first of April and first of October in each year and payable in full upon receipt of invoice. Save as otherwise herein provided, no such charges shall be apportioned for a period of less than twelve months. Where it has been determined that a member is vacating his mooring at the Committee's request under paragraph d) of this rule then he shall be repaid the unexpired portion of the mooring charge.
- (i) Control of Entry: The committee or any other Officer or Officers duly authorised shall have the right in their absolute discretion to refuse entry to the Club premises of any trailer, cradle or vessel (or require the removal thereof if brought thereto without grant of such permission) if no adequate and appropriate parking space is available or for any other good reason.
- (j) Control of Parking: Vessels, trailers, trolleys, cradles and any other equipment authorised for entry to the Club premises shall be parked only in such place as shall be indicated by the Committee or Officer or Officers duly authorised and shall then be moored, berthed or parked in such place and in accordance with any regulations from time to time sanctioned by the committee and no Member shall effect any such mooring, berthing or parking without previously receiving such sanction. All such vessels, trailers, trolleys, cradles and equipment shall be clearly marked and identified.
- (k) The committee or any other Officer or Officers duly authorised reserve the right to move any vessel, trailer, trolley, cradle or other equipment at any time in order to gain access or for any other reasonable purpose.
- (l) No user to constitute a tenancy: No allocation or permission to use any part of the Club's premises or facilities, nor the payment of any fee or charge therefore, shall constitute a tenancy between the Club and any Member.
- (m) Any mooring holder shall be deemed to have surrendered his mooring if his vessel shall be absent from its mooring for 6 months unless he shall have obtained the prior approval of the Committee. Mooring dues shall be payable in full by the mooring holder until the mooring shall be deemed to have

been surrendered. Two months' notice in writing must be provided to terminate a mooring agreement at the end of the current mooring period. Termination of a mooring during a mooring period will be at the discretion of the Committee.

**38. Remedies in respect of derelict and/or dangerous property.**

- (a) If any vessel, trailer, trolley, cradle or other equipment or property is left on the moorings, berths, stages, parks or any part of the Club premises, whether authorised for such purpose or not, and in the opinion of the committee or its appropriate Officers is considered to be in a serious state of disrepair, want of maintenance, derelict, submerged or constitutes a present or likely danger to persons or other property or is an eyesore, nuisance or obstruction, the committee or its appropriate Officers may serve upon the owner or person in charge thereof notice to repair, remove, re-float or safely secure the same. Should the said person fail to take such action the committee or its appropriate Officer or Officers may execute or authorise to be executed the necessary action themselves and the cost incurred by the committee in so doing shall be paid by the owner and or such person in charge to the Club on demand and shall be recoverable by legal process and or by sale as provided for in this Rule.
- (b) Any notice required to be given by the Committee or its appropriate Officer or Officers under this Rule shall be given to the owner or person in charge of the property concerned in writing, or in emergency verbally or by telephone or e-mail, and shall allow such period for performance of the action required by the owner or person in charge of the property as the Committee or its appropriate Officer or Officers in their own absolute discretion deem reasonable in the circumstances. In the case of emergency or present or likely danger such notice may require the action to be performed forthwith. In the case of extreme emergency or serious immediate danger or substantial obstruction the committee or its appropriate Officer or Officers may execute or authorise to be executed the necessary action themselves without prior notice to the owner or person in charge, but shall, as soon as may be practicable thereafter, serve notice on the owner of the action so taken.

**39. Power of sale to recover sums due:**

The Club at all times holds a lien over vessels and other property on its premises and will exercise its rights under the Torts (Interference with Goods) Act 1977 to recover sums due. If at any time any mooring fees, boatyard fees or other sums payable to the Club by any Member or former Member shall be three months or more in arrears the committee shall (without prejudice to any other right or remedy they may have) be entitled:

- (a) to move the Member's or former Member's vessel, trailer, trolley, cradle or other equipment or property to any other part of the premises without being liable for any loss of or damage thereto howsoever caused;
- (b) upon giving three month's notice in writing to the Member or former Member at his last known address shown in the register of Members, to sell the vessel, trailer, trolley, cradle or other equipment or property and to deduct any monies due to the Club (whether by way of arrears of subscription, mooring or boatyard fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the Member or former Member; or
- (c) upon giving three month's notice as aforesaid, to dispose of any vessel, trailer, trolley, cradle or other equipment or property which, in the reasonable opinion of the committee, cannot economically be sold in any manner the committee may think fit and in such case any expenses incurred in the disposal, together with all arrears as aforesaid, shall be deemed to be a debt owing to the Club by the Member or former Member

**40. Boat parking**

No boat or its cradle shall be brought on to or remain parked on any part of the Club's premises unless authorised by the Club Secretary (or flag officers). Boats laid up or parked for continuous periods in excess of one year from arrival in the yard shall be liable to charges at double the standard rate for such parking as may from time to time be determined by the club's Main Committee. Boats laid up or parked for continuous periods in excess of two calendar years shall be liable to charges at three times the standard rate for such parking as may from time to time be determined by the club's Main Committee. Boats laid up or parked for continuous periods in excess of three calendar years shall

be liable to charges at six times the standard rate for such parking as may from time to time be determined by the club's Main Committee. The period of continuous lay up of a boat or cradle will not be altered by virtue of any change in declared ownership and the rate applicable to the boat or cradle at the time of any change of ownership will continue to any new owner until the period of lay up ends by removal of the boat or cradle from the yard. Any boat owner requesting lay up of their boat in excess of one year must deposit the sum of £2,000 in advance to the Club as security against abandonment or non payment of yard fees. Any boat whose owner has not paid a deposit and subsequently is laid up for a period in excess of one year will be required to pay a deposit of £2,000 upon demand. This deposit will be returned upon the departure of the boat from the yard and settlement of all yard fees due.

**41. Use of club's slipping facilities - use of crane/hoist.**

- (a) No boat shall be slipped or lifted in or out of the water unless the time and day of such slipping/lifting shall (i) have been previously agreed by the Club Secretary or committee and (ii) be carried out under the supervision of a properly appointed Officer or Boatswain.
- (b) The Club's hoist, winches, cables, cradles, rails and ramps and all slipping gear and accessories and any mobile or static crane apparatus shall be used solely at the risk of the owner of the vessel being slipped. Save where due to proven negligence on their part, neither the Club nor any persons appointed by the Club to operate or supervise the operation of the winches and such other gear or crane as aforesaid shall be liable for any claims for any loss or damage arising from the use of such equipment.
- (c) The owner of the vessel being slipped or lifted by crane shall refund the Club the cost of replacement or repair of any damage to the winches, cradles or any other item of the Club's tackle or gear occasioned by the slipping or lifting operation save where such damage arises as a result of a fault or defect or wear in such equipment which the owner or user could not have observed prior to commencement of the slipping/lifting operation.
- (d) The owner and/or the person causing the vessel to be slipped or lifted by crane shall, immediately upon completing the slipping or lifting, return all the Club's small gear used in such slipping or lifting to the Club's store and park the Club's cradle in such position as will not cause obstruction.

42. No lifting equipment of any description may be brought on to Club premises without the prior agreement of the Senior Boatswain or Secretary.

43. No structures are to be built around or over boats without the prior agreement of the Secretary.

44. Head/Fore sails must be removed by the time the vessel is in the cradle following lift out ashore. If there is any undue delay in removing the sails, Boatswain's time will be added to any boat movement charge. The main sail must be secured, spray hoods and dodgers must be removed or lowered. Boat names must be visible at all times and loose items suitably marked. Ladders must be securely locked when not in use.

45. Rubbish and discarded materials must be cleared away as they accumulate. Should the Club be involved in any clearance of rubbish, this will be charged to the boat owner concerned.

46. The Club must be notified of any boat on Club premises if it is to be offered for sale. No notices may be displayed on the boat.

47. Electricity may only be used in the boat park by means of a properly constructed marina lead and by use of the Club's electrical metering system.

48. Any spray painting, grinding or sanding where there is any possibility of wind borne particles coming into contact with other people or property, may only be carried out when the vessel is suitably covered to prevent any spread of matter, and in suitable wind and weather conditions.

49. Props and cradle legs must only be moved by, or with the express permission, of the Boatswain. Failure to comply may negate your insurance.

**50. Sale or disposal by member of property on premises**

Members selling or otherwise disposing of any vessel or other property shall be responsible for the removal thereof from the Club's moorings, berths or premises immediately after completion of the said

sale or disposal unless the new owner shall also be a Member of the Club and be duly allocated by the Club the same or any other mooring, berth, parking or storage space. The selling Member shall forthwith, after concluding such sale or disposal, report the same to the Club Secretary in writing and will be responsible for the vessel until the new owner has formally accepted liability for insurance and settlement of all dues. A Member selling or disposing of such vessel or other property shall remain liable to the Club for all fees chargeable and relating to such vessel or other property sold or disposed of in respect of the year commencing first October during which such sale or disposal occurred. Where the new owner is a Member of the Club the new and old owners shall be jointly and severally liable for such fees from the date of completion of the change of ownership until the end of the year concerned.

51. With the exception of petrol in approved containers, which may be taken into the outboard motor store at the Shoreham premises, no petrol, explosives or other dangerous substances are on any account to be brought into Club buildings or stores, whether in containers or engine tanks or otherwise.
52. Members are required to keep any covered or open storage or parking space allocated to them clean and tidy and not to place or deposit upon any pier, jetty, stage or on or in any part of the Club's premises or waters any objects or waste matter which may cause an obstruction, nuisance or danger.
53. Members are not permitted to alter or extend electric wiring nor to use more than one hundred watts in any covered store without prior sanction in writing. Occupiers of stores are responsible for replacing electric bulbs as necessary.
54. All dinghies, trailers, kayaks, and other vessels and equipment stored at the Club, must display a numbered tally obtainable from the club office.
55. The committee (acting through any properly appointed Officer) shall have the right to direct or execute any change of position of any vessel or gear from Club moorings, berths or stages to any other position on the Club premises or waters, save that in respect of allocated moorings or allocated parks, the current charge for which shall have been duly paid, such move shall be temporary only for convenience of other Members or visitors.
56. In exercising any of their rights affecting the property of Members under the Club's rules neither the Club, nor any member of the committee or Officer, servant or Member of the Club duly authorised or enlisted to assist for the particular purpose, shall be liable to the owner of the property in respect of any claim for any loss or damage howsoever incurred unless such loss or damage is caused by the negligence or willful default of the person or persons carrying out the operation concerned.
57. Speedboats (being power vessels designed to plane) and amphibious vessels are not permitted on Club's premises or waters nor to use launching or landing facilities, provided that this Rule shall not exclude speedboats exceeding 24 feet loa equipped with normal cruising facilities or such other vessels that may from time to time be authorised by the committee.

## House Rules

58. The supply to the Club of intoxicating liquors and tobacco shall be under the sole control of the committee. The committee shall arrange for the purchase of intoxicating liquors and tobacco on behalf of the Club and for the sale thereof to Members. Such arrangements may be made through an appointed franchisee, who shall also be the licensee. The permitted hours for the supply of intoxicating liquor are 11:00 hours to 01:00 hours but may be adjusted within these hours
59. Members using any Club facilities or premises must leave them in a clean and tidy condition.
60. No Member shall remove, damage or destroy any book, magazine, chart or article belonging to the Club or of any other Member.
61. Books on loan to Members by the consent of the Secretary must be returned within seven days.
62. No notice or placard of a business nature shall be exhibited in the Club or removed from the Club without the sanction of the Secretary.
63. No animal or pet shall be admitted to the Clubhouse buildings. This does not pertain to assistance dogs. Dogs on the Club's premises must be kept under proper control and the owner shall be responsible for the

clearing of any fouling caused. Other dogs shall be allowed on the Club balcony and in the River room only provided that they are under full control. Owners of disruptive dogs will be asked to remove them from the premises.

64. All persons shall take particular care to preserve the cleanliness and tidiness of the Club buildings and in particular will not enter them in muddy footwear or wet, dirty or unsuitable clothing.
65. No rubbish shall be left or deposited in any part of the Club premises whether indoors or outdoors but shall be deposited in the litter bins or dustbins provided. The bins are provided for personal rubbish only and should be used in accordance with the directions and signage provided. All other rubbish should be removed to the nearest refuse disposal site.
66. No clothing or sailing gear shall be left abandoned in the changing rooms or cloak room accommodation and the Secretary is empowered to remove any such item and if not claimed within one month the Secretary shall dispose of them.
67. The Club accepts no responsibility for money, valuables or property of any nature left in any of the Club rooms or premises and the custody of the property of Members remains their sole responsibility.
68. Smoking, including the use of electronic cigarettes or 'vaping', is not permitted inside the Shoreham or Southwick clubhouses, stores or workshops. Smoking in partly covered areas or on terraces will be permitted, subject to any relevant legislation as may apply.