

SUSSEX YACHT CLUB

Founded 1892

Affiliated with The Royal Yachting Association

CLUB RULES

As revised July 2025

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. 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 undercover storage facilities fronting onto 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 a slip for large and small craft. This is now the main centre of the Club's activities, and it 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 he was succeeded in that role by the 17th 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 LIMITED

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

These Rules shall come into force and be binding on all members of Sussex Yacht Club Limited 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 the 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 the Rules, the words 'he', 'him' or 'his' shall be taken to include 'she', 'her', 'hers' and 'its' respectively. Reference in the Articles of Association to bye-laws shall be deemed to be reference to the Rules. Definitions which imply the singular shall include the plural and vice versa.

Definitions

- (1) **"Company"** shall mean Sussex Yacht Club Limited
- (2) **"Club"** shall mean Sussex Yacht Club
- (3) **"Committee"** shall mean the directors of the Company and the main committee of the Club
- (4) **"Committee Member"** shall mean a member of the Committee
- (5) **"Flag Officer"** shall mean any of the Commodore, Vice-Commodore, Rear-Commodores or the Treasurer of the Club
- (6) **"Rules"** shall mean these rules as amended from time to time
- (7) **"Secretary"** shall mean the Company Secretary, the Club Secretary and the General Manager
- (8) **"Probationary Member"** shall have the meaning given in Rule 8
- (9) **"Associate Member"** shall have the meaning given in Rule 8
- (10) **"Full Member"** shall mean a member of the Club who is no longer a Probationary Member or an Associate Member and is also a shareholder in the Company
- (11) **"Member"** shall mean a Member of the Club of any category of membership mentioned in the Rules including Full Member, Associate Member, Probationary Member, Sailability Member, Supporters Club Member, Cadet Member, Country Member, Honorary Member, Life Member, Group Associate Member and Temporary Member
- (12) **"Active"** describes a Member who participates in a non-social activity in connection with the Club at least twelve times each year, such activity includes

waterborne activities, committee attendance and voluntary assistance and such activity should be demonstrable and verifiable

(13) **“Inactive”** describes a Member who does not qualify as Active under the definition above

(14) **“Complaint”**, **“Complainer”**, **“Complainee”**, **“Designated Officer”**, **“Disciplinary Panel”** and **“Hearing”** shall all have the meanings ascribed to them in Rule 3 and the Appendix to the Rules

Organisational Rules

1. Name and Object.

The Club shall be called Sussex Yacht Club. The primary object of the Club shall be to inspire, encourage and develop sailing and other waterborne activities.

2. Burgee and Ensign.

The Burgee of the Club shall be a red St. George's Cross in a black field and shall be 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 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 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 permanent expulsion from the Club.
- (b) Any Committee Member or a member of staff in a supervisory capacity 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 that day. If the incident is sufficiently serious, that Committee Member or member of staff may report the matter to the Secretary for possible action under sub-paragraph (c) of this Rule.
- (c) Any complaint or complaints about a Member's conduct, any complaint or complaints under sub-paragraph (b) of this Rule, any complaint or complaints made by any Member about the conduct of another Member or any complaint made by any member of staff or by any person contracted to the Club about a Member's conduct (“the Complaint”) should be addressed in the first instance to the Secretary or, only in the case of the complaint being about or pertaining to the Secretary, to the Commodore, in writing. The Secretary or one of the Flag Officers (“the Designated Officer”) will contact the person complained about (“the Complainee”) at the earliest opportunity and at the latest within fourteen days of receipt of the Complaint to hear their response. After such contact, and after the Designated Officer has obtained any other information he requires then:
 - (i) The Designated Officer may reject the Complaint if deemed frivolous.
 - (ii) If an apology is offered, the Designated Officer shall discuss this with the person making the Complaint (“the Complainer”) and, if both of them are prepared to accept the apology,

then the Designated Officer will advise the Complainee and may, in his discretion, issue a warning to the Complainee.

- (iii) If either the Designated Officer or the Complainer will not accept such apology, or if no apology is offered, and if the Designated Officer deems the alleged offence to be of a minor nature, he will notify both parties of such. On the basis of the evidence he has heard from both sides, if the Designated Officer is satisfied of the guilt of the Complainee, he may issue a warning to the Complainee.
 - (iv) If the Designated Officer deems that the alleged offence is of a more serious nature, then he shall form a disciplinary panel ("the Disciplinary Panel") in accordance with the protocol set out in the Appendix to the Rules and the Disciplinary Panel shall then deal with the Complaint in accordance with such protocol.
- (d) If irrefutable evidence is received by the Committee that a Member has committed an unexpunged serious arrestable criminal offence, such shall constitute prima facie and sufficient grounds for immediate determination of membership of the Club 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 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) Members' cars and other vehicles may be parked only in such area or areas of the Club premises as have been designated as a car park or car parks and such cars and other vehicles shall only remain there while the Member is attending the Club or sailing therefrom.
- (b) The Committee may from time to time, either on a temporary or permanent basis, amend the area or areas of the Club premises which are designated as car parks.
- (c) Members shall not be allowed to leave vehicles on the Club premises between the hours of 2400 and 0800 without permission having been given in advance by the Secretary or a Committee Member. Such permission shall only be given in exceptional circumstances.
- (d) No overnight sleeping in any vehicle (whether or not such shall be intended or adapted for overnight sleeping) shall be allowed on Club premises even if consent has been given under the previous sub-clause for a vehicle to remain overnight.
- (e) The Committee may restrict Members' rights to park on the Club premises on a temporary basis but only as may be deemed necessary in order to accommodate visitors vehicles and trailers for special race meetings, construction work, maintenance and other events.
- (f) No goods vehicle or trailer or other vehicle entering the Club premises for the purpose of loading or unloading a vessel or other substantial item of equipment shall be permitted to remain on Club premises any longer than is strictly necessary for the purposes of such loading or unloading.
- (g) Members' vehicles parked on Club premises must display a valid and current Club parking permit and must be roadworthy, taxed and insured at all times.
- (h) Any guest of a Member or any non-member who parks his vehicle on Club premises whilst he is attending the Club for a valid reason shall comply with any registration requirements issued and notified from time to time.
- (i) 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.
- (j) Any vehicle parked on Club premises, whether belonging to a Member or a non-member, remains entirely at the risk of its owner throughout the time that it is on Club premises.

Membership Rules

6. Proposal for Membership.

Membership of the Club is open to anyone on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. Every candidate for membership must be over the age of 18 years however for those below the age of 18, cadet membership is available. Upon receipt of a properly completed application, monies will be taken in respect of fees due and a membership card and membership pack will be issued and the applicant shall be deemed elected as a Probationary Member as at that date.

7. Objection to Candidates.

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

8. Probationary Membership & Confirmation.

- (a) Membership shall be probationary for the period of one year from the date specified in Rule 6. During that 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 but shall not be entitled to rights of voting or otherwise, pertinent to Full Members of the Club.
- (b) Following the expiry of such year of probation, the Probationary Member shall be admitted as an Associate Member unless a reference, including a reference under Rule 7, concerning the Probationary Member has been made to the Secretary or a Committee Member in which case paragraph (c) below shall apply. If such admission as an Associate Member is agreed, the Probationary Member shall, provided he shall have paid the appropriate subscription and entrance fee and such other fees as are charged for Club facilities, be invited to become a Full Member by purchasing one ordinary share in the Company. Pending the purchase of such share, he shall remain as an Associate Member. An Associate Member shall be entitled to all the privileges enjoyed by a Full 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 membership for a Probationary Member if a reference either under Rule 7 or under Rule 8(b) is made. The Committee may also determine Probationary Membership after considering any information and opinion relating to the Probationary Member and his conduct within the knowledge of any Committee Member. 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. Rejection under this sub-paragraph shall be subject to the same right of appeal as contained in Rule 3 of the 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 paid 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 necessary dues and subscriptions from year to year until resignation or determination.

9. Group Associate Membership.

Membership may be granted by the Committee to bona fide groups on such terms and conditions as the Committee may decide. A group associate member shall have all the privileges enjoyed by

a member, except that of voting at any Club meeting, service on any Club committee or keeping a personal boat on the Club's premises or moorings.

10. 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 or become a member of the Company. Cadet Members shall pay a special rate of subscription decided by the Committee
- (c) Cadet Members shall be entitled to the benefits of the Club and shall be bound by the Rules but shall not vote at general meetings of the Club or the Company, propose Members or Cadet Members, enter the upper club rooms unless a Full Member is present or introduce guests to the Club.
- (d) All Cadet Members shall be considered for re-election each September. A Cadet Member not re-elected shall cease his Cadet Membership on the last day of September.
- (e) When a Cadet Member reaches the age of 18, he shall be offered Full Membership or be notified that his membership has ceased. If he is offered and accepts Full Membership, he shall pay the relevant annual subscription and he shall also be offered a share in the Company but until he has paid for such share and become a member of the Company, he shall remain as an Associate Member.

11. Sailability Members and Supporters Club Members.

- (a) An applicant to become a Sailability Member shall apply for membership of the Club and become a Member in the same manner as set out in Rules 6 and 8
- (b) An applicant to become a Supporters Club Member shall apply for membership of the Club in the same manner as set out in Rules 6 and 8 save that, as a Supporters Club Member is classed as an Inactive member of the Club, he is not able to become a Full Member of the Club and cannot become a shareholder in the Company whilst he remains a Supporters Club Member. However, if he should become, or wish to become, Active, he can apply to change his status and may be offered and may purchase a share in the Company and become a Full Member. The Supporters' Club is subject to the terms of the Sussex Yacht Club Supporters' Club Constitution.

12. Country Membership.

Country membership may be granted on application to those Members residing outside a radius of 50 miles from the Club premises or to those serving with the regular Armed Forces, subject to the discretion of the Committee in each case, but no person shall be eligible to become a Country Member unless he shall already be a Full Member or an Associate Member and shall have paid any entrance fee chargeable and at least one year's subscription at the full rate. A young adult Member in continuous full time education may, if otherwise entitled to be a Country Member, apply to become a Country Member without having first 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 annually for a period of one year. Election shall be by motion, duly proposed and seconded. Nominations for honorary membership shall be made in writing and shall be signed by at least two Full Members and delivered to the office of the Club between the first and the thirty first of October preceding the month of January or February in which the Annual General Meeting of the Club is customarily held (unless the Committee 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 of the Club or the Company nor serve on any committee. An Honorary Member shall pay neither an entrance fee nor an annual subscription, nor take up a share in the Company but he shall be eligible at any time for election as a subscribing Member under the normal procedure and, if so elected, he shall cease to be an Honorary Member. An Honorary Member shall have the same rights to use the bar and restaurant as any other Member and may apply to the Committee to use moorings, storage or other facilities for craft or gear and, if approved, such use shall be on the same terms as for any other Member.

14. Life Membership.

Upon application, any Member who shall have continuously held membership of the Club for a period of 25 years after his 50th birthday or has paid the relevant annual 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) Applications must be accompanied by satisfactory proof of age where necessary.
- (b) If, at the time of becoming entitled to be a Life Member, 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, cohabitation 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 as both parties would have been eligible for Life Membership.
- (c) The Committee may, at their absolute discretion, nominate other Members of the Club to become Life Members. The Committee must propose and second such nomination which must be passed by a simple majority of the Committee. Such additional Life Members will be elected at the Annual General Meeting under the same procedures as those laid down in Rule 13 relating to Honorary Members.

15. Temporary Membership.

- (a) A member of any club recognised by the Royal Yachting Association may be authorised to use the Club premises by the Secretary, any senior member of staff or any Committee Member and such authorisation shall specify between which dates, being not more than 14 days apart, the said person may so use the premises as a Temporary Member.
- (b) Any person who is a competitor in any regatta or is a participant in any rally sponsored or organised by or on behalf of the Club or in any regatta 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 regatta or rally is entitled to use the Club premises as a Temporary Member within a period of 48 hours before and after the regatta or rally in which they are competing or participating.
- (c) Intoxicating liquor, for consumption on the Club premises, may be sold to Temporary Members who are over the age of 18.
- (d) The Secretary or any Committee Member may expel, either temporarily or permanently, any Temporary Member who has the right to use the club premises only under this Rule.
- (e) Any Temporary Member entitled to use the Club under sub-paragraph (a) of this Rule, and who wishes to extend such use after the first 14 days may be invited by the Secretary or any Committee Member 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.
- (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 become shareholders of the Company nor vote at general meetings, serve on committees or propose members, but shall be subject to the Rules and the Articles of Association of the Company, so far as they are applicable.
- (h) Temporary Members shall not have any right to preferential treatment in election to membership but, if elected to membership before 1st October in the same calendar year, the

fees and subscriptions due from him shall be reduced by the amount of any subscriptions already paid in connect with his Temporary Membership.

- (i) Any person not being a member of a yacht club recognised by the Royal Yachting Association may be invited by the Secretary or any Committee Member to become a Temporary Member for a period of up to two weeks without subscription and thereafter (if he so desires and is invited to do so) for a further month at such subscription as the Committee shall from time to time determine, to be paid in advance.

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 other monies due from him to the Club and removing his craft and gear from Club moorings and premises.

17. Guests.

- (a) Members may introduce a maximum of four guests for the day. 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 Committee Member 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 Secretary.
- (b) A Member introducing a guest or guests shall be responsible for the guest or guests in every respect and shall write his own name and the name or names of his guest or guests in the visitors book. Any Committee Member or the Secretary may require a Member to remove his guest or guests from the Club premises on the grounds that the conduct or manner of dress of the guest or guests is deemed to be objectionable, and the Member shall thereupon procure the removal of such guest or guests. A guest or guests 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 into the Club premises as guests, and, by arrangement with the Secretary, may 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 hold 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. The hiring Member will be held accountable should there be any loss or damage to the Club premises or if additional cleaning is required as a result of such function. Fees, which will be payable in advance and may include a damage deposit, will be charged according to the nature of the hire, permission for which will at all times be at the discretion of the 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 Full Members, must be delivered to the Club office between the first and thirty first day of October for submission to the following Annual General Meeting.

19. Admiral.

The Committee may appoint an Admiral. "Admiral" is a courtesy title. The position of Admiral is honorary, ambassadorial and 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 subscription and any other fees and 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 charges payable shall only apply to each Member as from the commencement of the next period for which the payment shall fall due for payment.
- (b) Full Members who are undergoing full time education or vocational training shall, in the discretion of the Committee, be entitled to pay a reduced subscription.

21. Non-payment of Subscriptions or Other Dues.

The Committee shall be at liberty to expel any Member and determine his Membership if he shall be in arrears with his subscription or has not paid any other money that may be due from him to the Club for three months after the same shall have become due.

22. Lien.

The Club shall at all times have a lien over a vessel of a Member or a former Member and the Club retains the express right to exercise this lien over the vessel of the Member or former Member or their trailer, trolley, cradle and any other equipment or property 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, subject to taking reasonable care, to move the vessel of the Member or former Member or their trailer, trolley, cradle or other equipment or property to any other part of the Club's premises without being liable for any loss or damage thereto howsoever caused and to secure the item(s) concerned so as to prevent their removal by the Member or former 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 exercised 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, such former Member shall be liable to the Club for a sum equivalent to double the applicable charges for current Members plus VAT at the appropriate rate for mooring, storage or other charges in respect of occupation, moorings, parking or storage up to the date of actual removal.

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

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

25. Attorney Clause.

All Members shall be deemed to have appointed the Committee (acting through any two members thereof duly appointed by Resolution) as their Attorney(s) for the purpose of passing title to their property upon its sale by the Committee in exercise of its rights conferred in the Rules.

Sailing Rules

26. Arrangement of Races.

The Committee may arrange races and provide prizes out of the funds of the Club.

27. Rules and Prescriptions for Racing.

Races shall be sailed under ISAF Rules and the prescriptions of the Royal Yachting Association and the Club's Sailing Instructions as amended from time to time.

28. Sailing Committee.

The Committee may depute any or all of its duties under this Rule to a Sailing Committee.

29. Port Bye Laws and Conduct.

All Members 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 on the water likely to bring the Club into disrepute or to endanger or inconvenience other Members or their vessels, shall be a reason to entitle the Committee to invoke the Rules relating to a 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 of the Club shall only be permitted when there is a safety boat on the water and radio contact is maintained with the Lockkeepers.

Moorings and Boat Park Rules

31. Liability for Loss.

The Club shall not accept responsibility or liability for loss or damage to vessels or other property left at the Club's premises or on Club moorings and no claim shall be made against the Club in respect of any such loss or damage.

32. Insurance.

All vessels in the ownership or under the control of a Member that shall be brought on to the Club's premises or Club moorings shall carry third party insurance for a sum of not less than £3,000,000 or such other sum as shall from time to time be determined by the Committee.

33. Allocation of Facilities and Payment.

- (a) Members using such Club moorings, stages, dinghy park and parking facilities for vessels, trailers and cradles, as may be available, shall pay the charges from time to time fixed by the Committee for such.
- (b) Club moorings will be subdivided into two groups, namely Sailing Moorings and Club Moorings. The Committee will decide which moorings are designated as Sailing Moorings and which will be designated as Club Moorings.
- (c) The Committee will consider requests from Members for mooring space. Members may be allocated either a Sailing Mooring or a Club Mooring, if either are available. The Club's Moorings and Maintenance Committee, in consultation with the Sailing Committee, will be responsible for monitoring and administering the use of all Club moorings once they have been allocated.
- (d) If all Sailing Moorings are occupied, a waiting list will be established which will be prioritised by reference to a Member's activity in Club races and/or rallies along with other weighted criteria which the Committee will from time to time amend and agree.
- (e) Members using Sailing Moorings will be expected to sail their vessels frequently, compete in Club races and/or regularly take part in Club rallies. The number of events is not specific, but Members must be aware that Sailing Moorings are exclusively intended for the use of Members who wish to pursue the sport of sailing as referred to in the Sussex Yacht Club Racing Handbook. Failure to demonstrate to the Moorings and Maintenance Committee a serious level of participation as described may result in their vessel being removed from the Sailing Mooring and moved to a Club Mooring, if one is available, or to a hard standing ashore.
- (f) If all Club Moorings are allocated, a waiting list will be established which will be prioritised by reference to a Member's period of continuous Club membership, however they will be required to demonstrate frequent and regular use of their vessel.
- (g) All mooring and ashore storage charging rates will be as stated in the Club list of charges as amended from time to time. Charges are due in advance on the first April and the first October in each year and will not be apportioned.
- (h) The Committee, the Secretary or the Club Boatswain shall have the right in his or their absolute discretion to refuse entry on to the Club's premises of any vessel, trailer or cradle (or require the removal thereof if brought there without prior grant of permission) if no adequate and appropriate mooring or parking space is available or for any other good reason.
- (i) Vessels, trailers, trolleys, cradles and any other equipment authorised for entry on to the Club's premises shall be parked only in such place as shall be indicated by the Committee, the Secretary or the club Boatswain and shall then be moored, berthed or parked in such place and in accordance with any regulations either contained in the Rules or from time to time sanctioned by the Committee and no Member shall change any such mooring, berthing or parking without previously receiving such sanction. All such vessels, trailers, trolleys and equipment shall have attached to them a numbered tag provided by the Club office for identification purposes.
- (j) The Committee, the Secretary or the Club Boatswain shall have the right to move any vessel, trailer, trolleys, cradle or other equipment at any time in order to gain access or for any other reasonable purpose.
- (k) No allocation of, or permission to use, any part of the Club's premises or facilities for whatever reason, nor the payment of any charge or fee therefor, shall constitute a tenancy between the Club and the Member.
- (l) Any mooring holder shall be deemed to have surrendered his mooring if his vessel shall be absent from its allocated mooring for a continuous period of six months unless he shall have obtained the prior approval of the Committee or the Secretary. Mooring fees shall be due and payable in full by the mooring holder until the mooring shall be deemed to have been surrendered.

34. Boat, Cradle and Other Property Parking.

- (a) No vessel or cradle or other property shall be brought onto or remain parked on (as appropriate) any part of the Club's premises or on to Club moorings unless authorised by the

Committee or the Secretary. The Committee or the Secretary may impose such conditions as are deemed appropriate in the circumstances.

(b) A vessel laid up for a continuous period in excess of one year from arrival in the boatyard shall be liable to charges at double the standard rate for such lay up or at such other rate as may from time to time be determined by the Committee or the Secretary.

(c) The period of continuous lay up of a vessel will not be altered by virtue of any change in declared ownership and the rate applicable to the vessel 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 vessel from the boatyard.

35. Use of the Club's Slipping Facilities and Use of Crane and Hoist.

(a) No vessel shall be slipped or lifted in or out of the water unless the time and day for such slipping/lifting shall:

- (i) have previously been agreed by the Committee or the Secretary and
- (ii) be carried out under the supervision of the Club Boatswain or his properly authorised deputy.

(b) The Club's hoist, cables, cradles, ramps and all slipping gear and accessories and any mobile or static apparatus shall be operated by the Club Boatswain and/or the Assistant Boatswains only and shall be at the risk of the owner of the vessel being slipped, hoisted etc. Save where due to proven negligence on their part, neither the Club nor the Club Boatswain nor his Assistants appointed to operate or supervise the operation of the hoist, crane or such other equipment or gear shall be liable for any claim/s for any loss or damage arising from the use of any such equipment.

(c) The owner of the vessel being hoisted, slipped or lifted by crane shall refund the Club the cost of replacement of any damage to the hoist, crane, cradles or any other items of the Club's equipment 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 reasonably observed prior to commencement of the slipping or lifting operation.

(d) the owner and/or the person causing the vessel to be slipped or lifted by hoist or crane shall, immediately upon completing the slipping or lifting, return all the Club's gear used in such slipping or lifting to the Club's store and will park any Club cradle used in such position as will not cause obstruction.

36. Regulations and General Rules.

(a) Owners of vessels moored on Club moorings shall be responsible for ensuring the vessel's structure is suitable for the allocated 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.

(b) 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 Southwick or of any Club property elsewhere.

(c) No vessels on Club moorings or premises shall be used as houseboats or vessels for permanent habitation, except with the express permission of the Committee acting in its absolute discretion.

(d) No digging of docks, berths or execution of other works to or on Club property or premises is allowed without the permission of the Committee.

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

(f) No structures are to be built around or over vessels without the prior agreement of the Secretary.

(g) Head/Fore sails must be removed by the time any vessel is in the cradle following lift out ashore. If there is any undue delay in removing such sails, the cost of the Boatswain's time for remedying this will be added to any boat movement charge. The mainsail must be secured and spray hoods and dodgers must be lowered or removed. The vessel's name must be visible at all times and loose items suitably marked. Ladders must be securely locked when not in use.

- (h) 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 owner of the vessel concerned.
- (i) 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.
- (j) 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 so as to prevent any spread of matter, and in suitable wind and weather conditions.
- (k) Props and cradle legs must only be moved by, or with the express permission of, the Boatswain. Failure to comply may invalidate insurance on the vessel concerned.
- (l) 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.
- (m) 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 on any pier, jetty, pontoon or stage or on any part of the Club premises or waters any objects or waste matter which may cause an obstruction, nuisance or danger.
- (n) Members are not permitted to alter or extend electric wiring nor to use more than one hundred watts in any covered store without prior approval in writing from the Boatswain or the Secretary. Occupiers of stores are responsible for replacing electric bulbs as necessary.
- (o) All dinghies, trailers, kayaks and other vessels and equipment stored at the Club, must display a numbered tally obtainable from the Club office.
- (p) Speedboats, (being power vessels designed to plane) and amphibious vessels are not permitted on Club premises or waters nor to use launching or landing facilities, provided that this Rule shall not exclude speedboats exceeding 24 feet length overall equipped with normal cruising facilities or such other vessels that may from time to time be authorised by the Committee.

37. Remedies in Respect of Derelict and/or Dangerous Property.

(a) If any vessel, trailer, trolley, cradle, vehicle or other equipment or property is left on the moorings, berths, stages, car or boat parks or any other any part of the Club premises, whether authorised for such purpose or not, and in the opinion of the Committee or it's appropriate officer or officers, such shall be considered to be in a serious state of disrepair, want of maintenance, derelict, submerged or it constitutes a present or likely danger to persons or other property or is an eyesore, nuisance or obstruction, the Committee or the Secretary may serve upon the owner or person in charge thereof, notice to repair, remove, refloat or safely secure the same. Should the said person fail to take such action, the Committee or the Secretary may execute or authorise to be executed the necessary action themselves and the cost incurred by the Club in so doing shall be paid by the owner or such other 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 the Secretary under this Rule shall be given to the owner or person in charge of the property concerned in writing or by email or, in emergency, verbally or by telephone, and shall allow such period for performance of the action required by the owner person in charge of the property as the Committee or the Secretary 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 the Secretary 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.

38. Power of Sale to Recover Sums Due.

The Club at all times holds a lien over vessels on 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, vehicle or other equipment or property to any other part of the Club premises without being liable for any loss of or damage thereto howsoever caused
- (b) Upon giving three months 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, vehicle 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 months notice as aforesaid, to dispose of any vessel, trailer, trolley, cradle, vehicle 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 any such case any expenses incurred in the disposal, together all repairs as aforesaid, shall be deemed to be a debt owing to the Club by the Member or former Member.

39. Sale or Disposal by Member of Property on Club Premises.

- (a) The Secretary must be notified if any vessel or other property on a Club mooring or on Club premises is to be offered for sale. No notices may be displayed on the vessel or other property.
- (b) Members selling or otherwise disposing of any vessel or other property shall be responsible for the removal thereof from Club 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 shall be duly allocated by the Club the same or any other mooring, berth, parking space or storage space in which case the buying Member shall immediately become liable for all fees due. The selling Member shall forthwith, after concluding such sale or disposal, report the sale to the Secretary in writing and will remain responsible for the vessel or other property and all fees pertaining thereto until the new owner, if he is a Member, has fully insured the vessel or other property and accepted liability for settlement of all forthcoming fees. If the new owner is not a Member, and shall not immediately become a Member, the selling Member shall remain liable to the Club for all fees owing in respect of the vessel or other property until it has been removed from the Club moorings, berths and/or premises and all fees have been paid in full.

40. Committee Powers.

- (a) The Committee (acting through any properly appointed officer) shall have the right to direct or make any change of position of any vessel or other property on a Club mooring or berth or on Club premises to any other position on the Club premises or waters, save that in respect of allocated moorings or allocated parking spaces, the current charge for which shall have been duly paid, such move shall be temporary and only for the convenience of other Members or visitors to the Club.
- (b) In exercising any of their rights affecting the property (of whatever kind) of Members under the Rules, neither the Club, nor any Committee Member or officer, employee or Member of the Club duly authorised to assist for the particular purpose, shall be liable to the owner of the property concerned in respect of any claim for any loss or damage howsoever incurred unless such loss or damage is caused by the negligence or wilful default of the person or persons carrying out the operation concerned.

House Rules

41. Alcohol.

The supply to the Club of intoxicating liquors shall be under the control of the Committee and the Club Steward and no other person or body. The Committee or the Club Steward shall arrange for the purchase of intoxicating liquors on behalf of the club and for the sale thereof to Members. Such arrangements shall be made through an appointed officer who shall usually be the Club Steward and who shall also generally be the licensee. The permitted hours for the supply of intoxicating liquor will be under the control of the Committee and will be published from time to time.

42. Smoking and Vaping.

Smoking, including the use of electronic cigarettes or 'vaping', is not permitted inside the Shoreham or Southwick clubhouses, stores or workshops. Smoking or vaping in designated areas will be permitted, subject to any relevant legislation that may apply.

43. Dogs.

Dogs are permitted in designated areas of the Clubhouse at the discretion of the Club Steward, the Secretary or the bar supervisor. Dogs must be under full control at all times and are not allowed on the furniture. Owners are responsible for clearance of any mess relating to their dog. If any dog is refused entry to the Clubhouse on any grounds, the owner must accept the decision of the officer concerned. Any dog causing a nuisance shall be removed from the Clubhouse premises if so required by the Club Steward, the Secretary, the bar supervisor or any Committee Member.

44. General House Rules.

- (a) Members, their guests and visitors using the Club premises shall take particular care to leave them in a clean and tidy condition. Dirty footwear is not permitted in the Clubhouse at any time.
- (b) Save when in the changing rooms, Members, their guests and visitors must be fully attired within the Clubhouse or on the balcony at all times.
- (c) No Member or guest shall remove, damage or destroy any book, magazine, chart or article belonging to the Club or any other Member.
- (d) Books on loan to Members by consent of the Secretary must be returned within seven days.
- (e) No notice or placard of a business nature shall be exhibited in the Clubhouse or on the Club premises or removed therefrom without the permission of the Secretary.
- (f) 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 provided. Any such bins are provided for personal rubbish only and should be used in accordance with any directions and signage provided. All other rubbish should be removed to the nearest refuse disposal site.
- (g) No clothing or sailing gear shall be left abandoned in the changing rooms or anywhere else in the Clubhouse and the Secretary is empowered to remove any item and, if not claimed within one month, the Secret shall dispose of them.
- (h) 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 and their guests remains their sole responsibility.

Appendix - See Rule 3

1. Appointment of a Disciplinary Panel.

The Disciplinary Panel shall consist of three persons appointed by the Designated Officer. Such persons shall:

- agree to make themselves available to hear the Complaint within no more than twenty eight days from the date of being requested to serve on the Disciplinary Panel
- not be conflicted in any way by connection with either the Complainer or the Complainee
- not be conflicted by prior opinion of the merits or otherwise of the Complaint.

The persons appointed to the Disciplinary Panel shall, in strict order, be:

- Flag Officers, provided that, if there are insufficient available then
- Committee Members, provided that, if there are insufficient available then
- Former Commodores of the Club, provided that, if there are insufficient available then,
- Former Flag Officers of the Club, provided that, if there are insufficient available then,
- Senior members of the Club.

The members of the Disciplinary Panel shall elect one of their number to chair the Panel.

2. Timescales.

The Disciplinary Panel shall consider all evidence at a hearing ("the Hearing") which shall be held within twenty eight days of the receipt of the Complaint unless agreement is received from both the Complainer and the Complainee to extend such period for up to a further twenty eight days. The Complainer and the Complainee shall be given not less than seven days notice of the date of the Hearing. The Hearing may be suspended part-heard for up to seven days if the Disciplinary Panel requires further information or evidence which is not available at the date of the Hearing. The Disciplinary Panel shall announce the result of its deliberations within fourteen days of conclusion of the Hearing.

3. Submission of statements.

Both the Complainer and the Complainee may submit written statements to be considered at the Hearing. Any such statements must be received by the Disciplinary Panel at least forty eight hours before the commencement of the Hearing.

4. Hearing.

The Complainer and the Complainee may appear in person, but are not obliged to do so. If they do choose to appear in person, they may give verbal evidence and they may also call witnesses to give evidence. Both the Complainer and Complainee may question each other and any witnesses called as may members of the Disciplinary Panel.

5. Decision.

When all evidence has been heard and all questioning has been completed, the Disciplinary Panel shall consider its verdict in private. Whether the decision of the Disciplinary Panel is to impose a penalty or to dismiss the Complaint, such decision will be advised to the parties either in person, in writing or both.

6. Penalties.

Before deciding on any penalty, the Disciplinary Panel shall be made fully aware of any previous warnings or penalties imposed against the Complainee and they shall take such previous penalties into account when deciding what penalties to impose. The Disciplinary Panel may impose a suspension or curtailment of membership rights for a period of up to twelve months or they may expel the Member permanently. A decision to expel the member permanently must be unanimous. The Disciplinary Panel will be acting by delegated authority as authorised under the Articles of Association of the Club. A member suspended or expelled under the above procedure shall forthwith remove his/her craft and gear from the Club moorings and premises. In the event that this is the third penalty (not including warnings) imposed on the Complainee then the

Complainee shall be expelled from the Club unless there are exceptional mitigating circumstances. This is not in any way intended to imply that a member should not be expelled on the first or second complaint if the Disciplinary Panel regard the offence as being sufficiently serious to warrant such a penalty.

7. Appeals.

Any member incurring a sanction under this disciplinary procedure shall be entitled to a right of appeal. Such appeal must be made in writing to the Secretary or the 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 by the Designated Officer and shall comprise different persons who shall be selected by the method outlined in paragraph 1 above to hear the appeal within twenty eight days of the notice of appeal being received. Should the grounds for the appeal be deemed to be unsuccessful by such appeals committee, or if the appellant fails to appear at the hearing of the appeal, then the original sanction shall stand. Should the appeal be successful then the Complaint shall be dismissed and any sanction imposed shall be cancelled.

