

## The Norfolk Broads Yacht Club

Rules of the Club - V6 4 Sept 2023

### Interpretation

In these Rules:

- 1.1 the singular shall include the plural and the masculine the feminine and vice versa and any notice given shall be deemed to have been given and received in accordance with Article 31.
- 1.2 words and expressions defined in the Articles shall have the same meaning in these Rules.
- 1.3 "Manager" means the individual from time to time appointed to that role by the Committee.
2. Burgee. The Burgee of the Club shall be per bend or et sable bend ermine.
3. Classes of Membership.

The classes of membership shall be as follows, and for the purposes of ascertaining the appropriate class of membership it is the age of the individual on the 1st January in that year that is relevant:

- 3.1 Full Membership : comprising: persons aged twenty eight and over not entitled to any other class of membership.
- 3.2 Life Members: Life membership of the Club which may be offered by the Committee as a distinction upon such terms as it thinks fit.
- 3.3 Junior Membership: Persons between the ages of eight and seventeen (inclusive) may be approved by the Committee as Junior Members, subject to their being duly proposed and seconded by Voting Members who also undertake to the Club to be liable for any sums owed to the Club in respect of the Junior Member, and accept responsibility for the Junior Member's behaviour. The children and grandchildren of Voting Members shall (whilst under the age of eight) be entitled to all the privileges of Junior Membership.
- 3.4 Youth Membership: Candidates between the ages of eighteen and twenty-two (inclusive) subject to their being duly proposed and seconded may be approved by the Committee as Youth Members. On attaining the age of eighteen, Junior members shall automatically become Youth Members but no additional subscription shall be payable until the 1st January next following nor shall a registration fee be payable.
- 3.5 Intermediate Membership: Candidates between the ages of twenty-three and twenty-seven (inclusive) subject to their being duly proposed and seconded may be approved by the Committee as Intermediate Members. On attaining the age of twenty-three Youth Members shall automatically become Intermediate Members but no additional subscription shall be payable until the 1st January next following nor shall a registration fee be payable.
- 3.6 Student Membership: Shall be available to all members aged between eighteen and twenty seven in full time education at educational establishments. Candidates eligible to be approved as Student Members may be approved by the Committee in the usual manner. On ceasing to be eligible for Student Membership Student Members must advise the Manager and shall automatically become Youth Intermediate or Full members (as appropriate), but no additional subscription shall be payable until the 1st January next following and no further registration fee shall be payable.

3.7 Honorary Members: Honorary annual membership may be conferred by the Committee; such honorary annual membership shall lapse on 31st December in each year unless re-confirmed. The number of honorary members of both kinds shall not exceed thirty.

### 3.8 Temporary and Affiliate Membership

A person shall be a temporary member whilst they are attending a training course or water-based event organised by or on behalf of the club. The temporary membership shall only be for the duration of the course or event

A person shall be an affiliate member whilst they are a member of an organisation affiliated to the Club. Such affiliated members shall be entitled to attend the club premises only for the purposes of participating in events organised by affiliated organisations .

Temporary and Affiliate members are non-voting members and will not be entitled to attend general meetings of the Club.

## 4. Approval of Members.

All applications for membership must be dealt with in accordance with the following provisions of this Rule 4:

4.1 (Subject to Rule 4.3 & 4.4) candidates for membership must be proposed and seconded by two Voting Members and, if neither the proposer nor the seconder is a Director, the candidate must in addition be sponsored by a Director. In default of such sponsorship, the matter will be referred to the Membership Sub-Committee.

4.2 Applications for membership must be submitted on the printed form supplied by the Club, on which shall be stated the full forenames, surname, address and profession, occupation or status of the candidate. The application for membership must be accompanied by a remittance for the registration fee, subscription and the fee for any mooring applied for. Should the application not be approved such sum shall be returned. The application shall be exhibited on the Club notice board for at least ten days and the Manager shall circulate the candidate's details to the Committee for approval electronically. If no objections are received within 10 days, the application will be deemed approved. Should an application have any objection the Manager shall place it on the agenda for the next Committee meeting at which it will be discussed. Candidates whose names have been submitted in this case may be elected by a resolution of the Committee. At least 75 per cent of the Directors present and entitled to vote must record their votes in favour of approving the candidate, otherwise the candidate shall be deemed not to have been approved. Even if at least 75 per cent of Directors present and entitled to vote record their votes in favour a candidate shall be deemed not to have been approved if at least 20 per cent of Directors present and entitled to vote record their votes against.

4.3 At the discretion of the Manager a candidate who has submitted an application for membership (in a category other than as a Temporary Training/Affiliate Member) together with all necessary supporting documents subscriptions and fees may be permitted to enjoy all the privileges of membership (except the right to speak and vote at general meetings) until the application is approved or refused.

4.4 At the discretion of the Manager an individual (of any age) who has been booked on a training course organised by or on behalf of the Club at the Club premises may be admitted (without formal application for any other category of membership) as a Temporary Training Member pursuant to Rule 3.7 provided that they may not be so admitted if they have been rejected as a candidate for membership election, or previously been expelled as a Member, or ceased to be a Member pursuant to Article 20.3. .

## 4.5 Subscription and Registration Fee of Members and Visitors

The annual subscription will become due (subject to paragraph 4.12) on the first day of January in each calendar year. Subscriptions and registration fees shall be fixed at the annual general meeting and shall be posted on the Club notice board. The fact that a member changes their class of membership during a calendar year shall not require any additional subscription payment for that year (or entitle them to a refund).

4.6 A Full or Intermediate Member (who has not previously been a Junior, Youth or Student Member) shall pay such registration fee as is applicable (if any).

4.7 If a Member is admitted after the 31st day of July but before 1st October in any year, he or she shall only be called upon to pay half the amount of the annual subscription due for that year. If a Member is admitted after the 30th day of September in any year a full subscription shall be due but it shall then cover the year of admission and the succeeding year. Members elected as aforesaid shall pay the full amount of any registration fee.

4.8 A Full or Intermediate Member who is both the partner of and living in the same household as another Full or Intermediate Member who is paying a full subscription is entitled to pay a reduced subscription at the rate fixed by the annual general meeting in accordance with Rule 4.5 (the "Partners Rate"). A Member entitled to pay their subscription at the Partners Rate will remain so entitled to pay at that rate if they are no longer both the partner of and living in the same household as another Full or Intermediate Member who is paying a full subscription only by reason of that individual's death.

4.9 A Full or Intermediate Member who was at any time whilst previously a member of the unincorporated association "Norfolk Broads Yacht Club", entitled to pay their subscription at the rate applicable to widows will hereafter be entitled to pay their subscription to the Club at the Partners Rate

4.10 Any Member who, being ordinarily resident abroad, will be unable to participate fully in the season's activities of the Club, shall, at the discretion of the Committee, be entitled to pay such subscription as shall be fixed for overseas members.

4.11 A Member who passed their sixty-fifth birthday and whose combined age in years and total years of membership of both the Club and the unincorporated association previously operating as "Norfolk Broads Yacht Club", exceeds eighty is entitled to pay a reduced subscription at the rate fixed by the annual general meeting in accordance with Rule 4.5 (over 65's rate). Members who were 65 on or before 13/10/2012 can apply to have their subscription frozen. Frozen fees are capped at a minimum of 50% of the full membership rate.

4.12 Life Membership shall (if offered by the Committee) be on such terms as to commuted subscriptions as the Committee shall fix from time to time.

4.13 In respect of visitors such fees shall be payable as the Committee shall decide from time to time.

4.14 Members shall have the option of making annual application to the Manager by December 31st in any year to pay (in respect of the following calendar year) their total membership subscription bill by 12 instalments. Each instalment will be due on the first day of the months of January to December and will be one twelfth of the total due. No discounts will be applicable.

4.15 Family Membership. A Full, Intermediate or Youth Member is entitled to pay a combined subscription at the fixed rate by the annual general meeting in accordance with Rule 4.5 (the family rate) to cover membership of themselves and a partner eligible for the Partner's Rate and any Junior Members normally living with them in the same household.

5. Privileges. Unless Rule 4.14 applies, no Member shall be entitled to any of the privileges of the Club until his subscription and all monies due to the Club from or in respect of them have been paid.

5.1 Visitors: Visitors may be admitted to the premises of the club if invited by and accompanied by a Member, provided such visitor has not:

been rejected as a candidate for membership election, or

previously been expelled as a Member, or

ceased to be a Member pursuant to Article 20.3.

5.2 With the exception of Wroxham Week, Monday to Saturday, no person other than competing yachtsmen, may come as a visitor to the clubhouse or any other part of the club premises and grounds on more than four individual days in any one calendar year. Visitors competing in open meetings may visit as above and may also visit for an additional two individual days.

5.21 NB: In accordance with the requirements of the Equality Act 1995 any member who requires the attendance of a person to support or assist them to enjoy the privileges of the club may be accompanied by another without limitation on the number of visits by that other.

5.22 Rule 5.2 does not apply for for visits by a non member, when accompanied by a member, to the bar only, on a Friday evening.

5.3 The names of all such visitors shall be entered in the visitors' book or on the open regatta entry form (if applicable). Visitors shall not remain after the Member, by whom they have been introduced, has left the premises. The Club, acting through any Flag Officer and/or the Manager may extend temporary membership to visiting members of national or international yacht clubs or other bona fide yachtsmen for such period or periods and at such fee as the Committee may from time to time have approved.

5.4 Any Flag Officer and/or the Manager may withdraw the right to use any or all of the facilities of the club from any non-member or temporary member without giving any reason.

6. Resignation of Members. Any member desirous of resigning from the Club shall give notice in writing to the Club (addressed to the Manager) on or before the 31st December in each year, otherwise he shall be liable for the subscription for the next year following. The Committee shall have the power, when re-electing members who have previously resigned but have also previously been a member for not less than 5 consecutive years, to waive all or part of the registration fee that would otherwise be payable.

7. Nomination of Officers and Committee. The election of the Directors (including Flag Officers) shall be effected by a vote taken in accordance with the Articles at the annual general meeting.

7.1 The name of any Voting Member willing to serve shall be forwarded with the names of his proposer and seconder, to the Manager, not later than thirty days prior to the date of the annual general meeting, such names to be placed on the agenda for the annual general meeting.

7.2 Sub-Committees. The Committee shall appoint the members of the following Sub-Committees annually in November. Each Sub-Committee shall be subordinate to the Committee whose sanction must be obtained for all rules, regulations and expenditure other than that required for ordinary running expenses. The Flag Officers shall be ex-officio members of all Sub-Committees. In all cases three shall form a quorum.

7.3 Membership Committee. In addition to the Flag Officers this sub-committee shall consist of not less than three further Members, two of whom must be Directors. The Membership Committee

shall be responsible for membership, social events, regulate the tariff of charges and generally manage the arrangements of the Club premises

7.4 Sailing Committee. In addition to the Flag Officers this sub-committee shall consist of the Timekeepers and not less than eight further Members, five of whom must be Directors. The Sailing Committee shall be responsible for setting handicaps, choosing teams and generally arranging the regatta programmes, arranging sailing tuition and safety and powerboat courses.

7.5 Finance & Facilities Committee. In addition to the Flag Officers this sub-committee shall consist of the Treasurer, and not less than five other Members, three of whom must be Directors. The Finance & Facilities Committee shall be responsible for recommending financial policy, presentation of annual accounts, rates of Club subscriptions, registration fees and other charges. They shall also be responsible for the management of all assets of the Club and be responsible for dealing with all aspects of the formal relationship between the Club and its employees and/or contract staff where applicable including (but not limited to) their terms and conditions of employment and disciplinary issues.

8. Disputed Questions. Save in respect of matters referred to a disciplinary committee in accordance with Article 20.2 any decision of the Committee in all disputes and matters referred to it (including in the interpretation of these Rules) shall be final. The Committee shall not be required to give any reasons for its decision(s).

9 Yachts Lent. If a yacht be lent she is not entitled to the Club privileges or to fly the Club Flag unless the person to whom she is let or lent be a Member of the Club.

10. Yachts. Every Member being the owner of a yacht is entitled to fly the Club flag.

11. Value Added Tax. In respect of any subscription or other payment due from a Member to the Club which is subject to Value Added Tax, the amount of the tax at whatever rate is from time to time applicable, shall be added to the amount due to the Club. For the purpose of determining the rate of tax to be applied subscriptions shall be deemed to be due on the first day of January (or at date of approval for newly-elected members), mooring fees on the date of invoicing and all other goods and services at the time they are provided.

12. Abandoned boats on Club premises. If at any time any mooring or storage fees payable to the Club by any Member or former Member in respect of a boat that remains at the Club's premises shall be three months or more in arrears, then:

12.1 The Club shall be entitled to move the boat to any other part of the premises without being liable for any loss or damage to the boat howsoever caused.

12.2 The Club shall be entitled upon giving 90 days' notice in writing to the Member or former Member, at his last known address shown in the register of Members, to sell the boat and to deduct any monies due to the Club (whether by way of arrears of subscription or mooring fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the Member or former Member. Alternatively any boats which in the opinion of the Committee cannot be sold may, upon such notice as aforesaid, be disposed of in any manner the Committee may think fit and the expenses recovered from the Member or former Member. Any arrears as aforesaid shall be deemed to be a debt owing to the Club by the Member or former Member.

12.3 Further the Club shall, at all times, have a lien over Member and former Members' boats parked or moored on the Clubs' premises or Club moorings in respect of all monies due to the Club, whether in respect of arrears of mooring fees, subscriptions or otherwise.

12.4 Moving Members' Boats. The Club reserves the right to move any boats or trailers belonging to members that are not in allocated spaces. Furthermore, this right shall be extended to boats in allocated spaces that need to be moved to allow maintenance or grass cutting to take place.

13. Moorings on Wroxham Broad. Applications for moorings on Wroxham Broad should be made to the Manager and will be dealt with in order of application but only if accompanied by a remittance for the mooring fees.

14. Mooring and Berth Fees. The fees for moorings and berths are for the season from 25th March to 30th November in each calendar year, will be fixed by the Committee and will be published on the Club notice board.

14.1 An additional winter storage fee will be charged for boats left on the Club premises between 30th November and 25th March and will be posted on the Club notice board. Members are reminded that boats may not be left on buoys or wet moorings during that period unless by agreement with the Manager.

14.2 Temporary moorings (including Wroxham Week) may be available on application to the Manager. Fees for temporary moorings (space permitting) will be payable by both Members and non-members.

14.3 No craft may be moored on Wroxham Broad without first obtaining instructions from the Club Manager.

14.4 The Club will not be responsible for any loss from or damage to any craft moored on or using the Broad. This applies to dinghies berthed ashore or vessels stored during the winter.

14.5 All swinging moorings on the Broad must be on Club buoys . All trailers shall be clearly marked.

14.6 Any person bringing a boat to the Broad or the Club for mooring shall notify the Manager and mooring fees shall be due from the day of mooring and failure to notify or pay shall involve the consequences set out in Article 20.3.

14.7 Shore Berths. Members are asked to inform the Manager before leaving their berths vacant and should not make private arrangements for other persons to occupy their berths in their absence.

14.8 Members Letting or Lending their Yachts. If a member whose craft is berthed or moored on Wroxham Broad lets or lends his craft to a non-member for any period he shall inform the Manager.

15. Abandoned boats on Club premises.

15.1 If at any time any mooring or storage fees payable to the Club by any Member or former Member in respect of a boat that remains at the Club's premises shall be three months or more in arrears, then:

15.1.1 The Club shall be entitled to move the boat to any other part of the premises without being liable for any loss or damage to the boat howsoever caused.

15.1.2 The Club shall be entitled upon giving 90 days' notice in writing to the Member or former Member, at his last known address shown in the register of Members, to sell the boat and to deduct any monies due to the Club (whether by way of arrears of subscription or mooring fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the Member or former Member. Alternatively any boats which in the opinion of the Committee cannot be sold may, upon such notice as aforesaid, be disposed of in any manner the Committee may think fit and

the expenses recovered from the Member or former Member. Any arrears as aforesaid shall be deemed to be a debt owing to the Club by the Member or former Member.

15.2 Further the Club shall, at all times, have a lien over Member and former Members' boats parked or moored on the Clubs' premises or Club moorings in respect of all monies due to the Club, whether in respect of arrears of mooring fees, subscriptions or otherwise.

15.3 Moving Members' Boats. The Club reserves the right to move any boats or trailers belonging to members that are not in allocated spaces. Furthermore, this right shall be extended to boats in allocated spaces that need to be moved to allow maintenance or grass cutting to take place.

16. Use of slipway and crane. The keelboat slipway shall be used solely for the slipping of yachts not exceeding 1 ton in weight. All yachts must use the cradle provided. Launching yachts and motor cruisers directly from road trailers is forbidden and motor vehicles must not be driven on to the concrete pad or ramp.

16.1 Yachts and motor cruisers on road trailers may be launched or recovered at the non-members beach.

16.2 The Wayfarer slipway shall be used only for the hand launching and recovery of dinghies. Motor vehicles are not allowed on the Wayfarer slipway.

16.3 Any boats hauled out on the slipways shall at all times be at the sole risk of the owners thereof.

16.4 Members may not use the keelboat slipway for more than two hours at a time without prior permission from the Manager, which will not normally be granted immediately prior to Wroxham Week or keelboat weekends.

16.5 All persons using the keelboat slipway shall take care to warn people who might trip over the cable and shall also ensure that after use the cable shall lie on the ground.

17. The Crane --- Members using the crane must provide their own labour. The Club will take no responsibility for damage to craft being lifted or to any person involved in such operation.

17.1 Advice on using the Club crane. Members are asked to observe this advice and to respect the safety of all adults and children who may be on the shore or afloat nearby.

Members should:

ensure that no other persons are in the vicinity of the crane while it is in use.

ensure that their craft is correctly balanced within the strops before lifting clear of the water or the trailer.

ensure that no persons walk underneath the craft until it is secure on the trailer.

ensure that the Club spreader bar and its shackles are stored securely alongside the base of the crane.

ensure that the lifting block is hoisted back after use.

ensure that the jib is tied securely back to the post.

ensure that the control box is locked after use.

inform the office immediately in the event of an accident.

inform the office of any gear failure suffered by the crane.

not attempt to use the crane for the first time without the help of an experienced operator.

18. Charges for use of Club Staff. Club staff may not be used without special prior permission from the Manager and charges will be made for their time whether for slipping, scrubbing, towage, or other work.

19. Use of Club boats. Members should obtain permission from the duty Flag Officer and/or race officer and/or Manager for the use of Club boats

20. Fishing on Wroxham Broad. Fishing is permitted on Wroxham Broad on payment of charges fixed by the Committee.

21. Club Sail Shed. Storage accommodation is available for Members in the Club sail shed. Application to be made to the Manager. The Club does not hold itself responsible for any sails or gear stored.

22. Club Burgees and Club Regalia. Club burgees, cap sweaters, ties etc. may be obtained from the Manager.