

## **Oundle Boating and Riverside Club Rules for Members Year 2006/7**

Note: These Rules were adopted by Resolution of the AGM 1996 and approved by Committee in final form on 3 July 1996. Amended AGM 2002[i] Amended EGM 2002[ii].

Rule 1 Name.

The Club shall be called 'The Oundle Boating and Riverside Club'.

Rule 2. Aims

- a) To encourage the safe use of the River Nene and its surroundings (the River) for recreational and leisure pursuits, including boating.
- b) To encourage interest in the conservation and in the development and preservation of the River for recreational and educational purposes.
- c) To promote awareness of the heritage and amenities afforded by the River.

Rule 3. Membership

- a) Any member eighteen years or over shall be enrolled as an Adult Member, and any person under eighteen shall be a Junior Member and must be part of the family of an Adult Member.
- b) Every candidate for Adult Membership shall be proposed and seconded by an Adult Member and approved by the Committee.
- c) A member shall cease to be a member on:
  - i) giving written notice of resignation
  - ii) failure to pay subscription within one month of the date due
  - iii) committing any act or behaviour judged by the Committee as a whole to be inconsistent with membership

Rule 4

a) Equal Opportunities Policy.

The Club will respect the rights of all and prospective members and will ensure that no member receives less favourable treatment on the grounds of sex, handicap, marital status, creed, social class, colour, ethnic group, age or sexual orientation.

The Club will also ensure that the talents and resources of all members are utilised to the full and will not be disadvantaged by conditions which cannot be shown to be relevant to performance.

b) Child Protection

The Club accepts the policy and procedures relating to Child Protection laid down by any governing body to which the club and its subsections are affiliated and requires all members to accept them as a condition

Rule 5. Subscription

- a) The Club year will run from 1st May to 30 April.
- b) Annual subscriptions and other charges shall be set annually at the AGM
- c) Subscriptions are due in advance on 1st May.
- d) Only one Adult Member per subscription shall enjoy the right to vote at General Meetings or to exercise other rights of membership.

Rule 6 Facilities

- a) A Single subscription shall entitle the subscriber to use all Club facilities.
- b) A Family subscription shall entitle all members of the family of the subscriber to use all Club facilities. While on Club premises or using Club property the Adult Members to a Family subscription are at all times responsible for the safety and for the care and supervision and the behaviour of Junior Members of that family.

- c) A Riverside subscription will allow the subscriber to use all Club facilities EXCEPT for the use or storage of a water craft and accessories on Club premises or to use Club craft
- d) No person may enter Club land or premises or make use of Club facilities until the appropriate charges have been paid and acknowledged.
- e) So long as any person holds a Club key then his/her subscription becomes due for the current Club year.
- f) A new member joining after the 1st January in any year shall not be required to pay a subscription in the following Club year.

#### Rule 7. Annual General Meeting

- a) The Annual General Meeting shall be held as soon as convenient after 1 April
- b) At a General Meeting five subscribing Adult Members shall be a quorum. No business other than that listed below shall be discussed at such a meeting unless notice in writing be given to the Secretary fourteen days before the meeting.
- c) The agenda shall be
  - i) Receive Report of Secretary
  - ii) Receive Audited Accounts
  - iii) Election of Officers and Committee
  - iv) Appoint Trustees and Auditor
  - v) To confirm storage charges as set by committee if this is not ready for AGM
  - vi) AOB previously notified

#### Rule 8. Extraordinary General Meeting

- a) This may be convened at any time by resolution of Committee or by written request to the Secretary signed by at least one third of subscribing members.
- b) The business conducted may include only:
  - i) replacement of Officers, Committee Members, Trustees or Auditor
  - ii) revision of Rules
  - iii) dissolution of the Club
  - iv) Confirm subscriptions and other charges as agreed by the committee prior to the meeting

#### Rule 9. Officers.

- a) The Officers of the Club shall be the President, Chair, Secretary, Treasurer, and the Membership Secretary.
- b) All shall be subscribing members and will serve as ex-officio members of the Committee. All Officers shall be honorary posts.

#### Rule 10. Committee

- a) The Committee shall manage all the affairs of the Club
- b) The Committee shall consist of at least one subscribing member in addition to the Officers.
- c) The Officers and other Committee shall be elected at the Annual General Meeting or at a special General Meeting to be convened for that purpose.
- d) The Quorum shall be two.
- e) The Committee shall have powers to form subcommittees, with at least one member of the full Committee being a member of the subcommittee, with procedures as agreed by the Committee.
- f) Casual vacancies of the Committee, the Trustees, or the Auditor, arising between AGMs, shall be filled at the discretion of the Committee.

#### Rule 11 Trustees

There shall be two trustees who shall be eighteen or over. The position of Trustee shall be honorary.

#### Rule 12. Proceedings of General Meetings

a) At least fourteen days Notice of Meeting must be given in writing to each subscribing member at the last recorded address.

b) resolutions may be passed by a simple majority, the Secretary having the second or casting vote.

#### Rule 13. Visitors

a) Any adult member may, subject to the Day Visitors Fee, introduce to the privileges of the Club, a friend. The member is responsible for the safety and conduct of the visitor, and the visitor is bound by the rules of the Club.

b) The member should record his/her name and the Visitors name in the Visitors Book so that the fee account can be rendered.

#### Rule 14 Fishing.

No craft or part of the Club premises shall be used for fishing, except as specified by the Committee on the notice board.

#### Rule 15. Club Craft

a) Before a member takes out a Club craft he or she shall satisfy the Committee as to his/her competence to use it.

b) Club craft are used in accordance with rules posted up on the notice board by the Committee.

#### Rule 16 Damage

a) Any damage to the property of the Club shall be reported immediately to the Secretary by the member or members concerned, and if any craft be damaged it shall be returned as soon as soon as practicable to the Club Boathouse by the member or members concerned at the time such damage occurs.

b) Details should be recorded in the book kept in the clubroom

c) The liability of such member or members to defray the cost of repairing any damage shall be decided by the Committee.

#### Rule 17 Fines

a) Any member breaking or assisting any person to break any of these rules shall be liable to a fine or expulsion from the Club, and it shall be the duty of the Secretary to give him or her notice in writing of the fact.

b) Should the member refuse or neglect to pay such fine within seven days after such notice the Committee can decide that the member must withdraw from the Club.

#### Rule 18. Club Property

A Member ceasing to be a member of the Club shall forfeit all right in and claim upon the club. The loss of a key will forfeit any key deposit

#### .Rule 19 Auditor

It shall be the duty of the Auditor to audit the accounts for the then current year. In event of failure to act the Committee shall appoint a replacement. The Committee may remunerate the Auditor as appropriate.

#### Rule 20 Bylaws

The Committee shall make such bye-laws, rules and regulations as they think fit as to the management of the Club, or of the Club premises.

#### Rule 21 Damage to Members Property

The Club shall not be responsible for damage to or loss of property stored or left on the premises.

#### Rule 22.Storage

a) Subscribing Boating members may apply to store boats and related equipment on club premises. Granting this will be solely at the committee's discretion regarding space and

suitability. Storage charges for all equipment will be decided by the committee annually. The committee shall decide what type and size of boat is appropriate to the club.

b) All members store craft on club premises entirely at their own risk. The club shall NOT be responsible for any damage to, or caused by, members equipment.

c) The club reserves the right to move [or ask for removal of] any stored equipment as it finds necessary. Any equipment that is moved to the outside compound shall be eligible for charge reduction that year or part thereof.

d) All craft and any larger detached parts thereof must be identified with the club official ownership tag, indicating payment of current charges. [Paddles etc. must also carry some identification]. The committee, at its discretion will dispose of, or take over for club use, all unidentified items. This shall be done at least 21 days after all current members have been contacted informing them of disposal.

e) If a member fails to pay his/her subscription and storage charges when due the club reserves the right [subject to 21 days written notice by recorded delivery to their last known address] to dispose of that unclaimed, but identified, property left on club premises.

[see separate sheet for actual scale of charges]

#### Rule 23. Working Parties

All members are expected to contribute on at least one occasion per year to a working party. Exemption from this rule may be approved by the Committee on payment of a sum to be set at the AGM.

#### Rule 24 Insurance of Boats

The Committee may require members to produce evidence that their boats are adequately insured against loss, damage, third party and racing risks.

#### Rule 25. Dissolution of the Club

In the event that it is Resolved at an Extraordinary General Meeting of the Club 'That the Club be Dissolved' then all matters relating to the payment of the debts and liabilities of the Club and to the disposal of the assets of the Club and to the disbursement of any residue remaining shall be the responsibility of and be managed by the elected Committee who shall act by a simple majority of

votes with the Chair having the casting vote and who shall be deemed to be the authorized agents of the Club and its duly paid up Members for this purpose and who shall have full powers to carry out this duty' as they decide subject only to the terms of the Trust Deed as regulated by the duly elected Trustees.

#### Rule 26. Liability of Officers and Members of the Committee

Every Officer and Member of the Committee of the Club shall be entitled to be indemnified out of the assets of the Club against all losses or liabilities which may be sustained or incurred in the execution of duties or otherwise in relation thereto and shall not be liable for any loss damage or misfortune which

may happen to or be incurred by the Club in the execution of duties office or in relation thereto.

#### Rule 27. Liability of members of the Club.

Every Full Member of the Club undertakes to contribute to the assets of the Club in the event of the same being dissolved during the time that he is a Member for payment of the costs charges and expenses of dissolution and for the adjustments of the rights of the contributors amongst themselves such amounts as may be required not exceeding £1 (one pound sterling) and other than this aforesaid and also as laid down elsewhere in these rules there shall be no other responsibility upon any Member of the Club to meet the cost of any losses or liabilities incurred

by the Club in any way whatsoever.

**Rule 28 Personal Liability of Members**

The Club shall not be responsible for the liability of Members to claims by any third party due to any action or inaction of the Member concerned whether on or off Club property. Members are advised to ensure that they have valid insurance against personal accident, loss, damage and third party risks.

**Rule 29. Safety Afloat**

The Club accepts no responsibility for ensuring that any Member or Visitor or any other person using the facilities of the Club is adequately qualified or experienced in health and safety matters in general or in safety on the water or in water craft handling EXCEPT where the Club has published a valid notice to the contrary.