

# Club Constitution

## 1. Name and Headquarters.

The name of the Club is the Norfolk Broads Yacht Club, being the amalgamation of Yare & Bure Sailing Club (founded 1876), Great Yarmouth Yacht Club (founded 1883), Horning Town Sailing Club (founded 1910) and Norfolk Dinghy Club (founded 1931); with Headquarters at Wroxham Broad, Norfolk

## 2. Objects.

The objects of the Club are:

2.1 To encourage the building, improvement and sailing of small yachts and boats, particularly on the Broads and Rivers of Norfolk.

2.2 The holding and arrangement of matches, races, regattas and competitions in yachting and the provision of prizes, awards and distinctions.

2.3 The provision of accommodation with all the usual privileges and advantages of a Club for the purposes aforesaid.

## 3. Membership.

The members of the Club shall be persons as may be duly elected from time to time by the Committee, together with Junior members.

## 4. Registration Fees and Subscriptions.

4.1 The members shall pay such registration fee and subscription to the Club as shall from time to time be fixed by the Rules of the Club.

4.2 If all or any part of a member's subscription or mooring fee or other sums due to the Club remains unpaid:

4.2.1 after 27th February in any year (unless the member is entitled to pay by installments) or

4.2.2 more than one month after notification of the allocation of a mooring or

4.2.3 (if entitled to pay by installments) more than one month after the due date of any installment, that fact shall be notified by the Club in writing to such member.

## 5. Cessation of Membership.

5.1 A member shall cease to be a member of the Club only:

5.1.1 on his resignation, bankruptcy or death.

5.1.2 in accordance with Rule 13 of the Rules of the Club.

5.1.3 automatically three calendar months after the date of any notice given under paragraph 4.2 above unless:

5.1.3.1 the amount due has been paid in full or,

5.1.3.2 the Committee has (in its absolute discretion but without being obliged to consider the issue) before the expiry of such period extended the time allowed for payment or waived the sum due.

5.1.4 in accordance with paragraph 5.2 below

5.2 If the Committee extends the time allowed for payment in accordance with paragraph 5.1.3 then (unless the amount due has been paid in full) upon the expiry of the time as so extended the member concerned shall automatically cease to be a member of the Club

The Committee may post the name of any defaulter in the Club at its discretion.

## **6. Officers.**

The Honorary Officers of the Club shall consist of a President, Commodore, Vice Commodore, Rear Commodore, Treasurer and Timekeepers, who shall be elected at the Annual General Meeting of the Club and retire annually, but be eligible for re-election. The Officers and Committee shall take office on the 1st November then following. The immediate past Commodore shall be deemed an Officer of the Club (ex-officio).

## **7. Management.**

7.1 The management of the affairs of the Club shall be in the hands of a committee (the Committee) which shall consist of the Commodore, Vice Commodore, Rear Commodore (together referred to as the Flag Officers), the Immediate Past Commodore (ex officio), the Treasurer, one representative from the Timekeepers and not more than fourteen other members elected at the Annual General Meeting. Eight at least of the elected members of such Committee shall be owners of racing yachts entered on the Club register.

7.2 The quorum for meetings of the Committee shall be eight.

## **8. Rules.**

The Rules of the Club shall be as hereinafter specified and no alteration of or addition thereto may be made unless such alteration or addition be proposed and seconded at one meeting of the Committee and inserted in the notice convening the next meeting of the Committee and sanctioned at that meeting by a majority of not less than two votes to one. All such alterations or additions to the said Rules shall cease to operate as from the date of the next ensuing General Meeting of the Club unless the same be duly confirmed thereat. Alterations or additions to the rules may also be made at any General Meeting of the Club.

## **9. The General Meeting.**

9.1 The Annual General Meeting of the Club of which notice shall be given shall be held during September or October. Notice of any resolution to be proposed at the meeting shall be sent to the Manager not later than thirty days prior to the date of the meeting. A copy of any such resolution with an Agenda Paper shall be sent to every member of the Club not less than seven days before such meeting. The notice of the meeting shall give the name

of existing Officers and Committee. At the Annual General Meeting of the Club fifteen members shall form a quorum. No resolution involving an alteration of or addition to the Constitution or Rules shall be valid unless carried by a two to one majority.

9.2 Upon authority being given by the Committee, or by a requisition made and signed by at least twelve full members stating the subject intended to be discussed, the Manager shall call a Special General Meeting of the Club, at which thirty members shall form a quorum, not later than twenty-one days after the receipt of the requisition and at least seven days before the date of such meeting for the consideration of such subject only. The majority necessary to carry a resolution in a Special General Meeting shall be at least two to one. A majority of those present may demand a postal ballot whereupon such Special General Meeting shall stand adjourned for twenty-one days and the Manager shall within ten days dispatch to every member a ballot paper containing a copy of the resolution with such other information as he shall think desirable, such ballot paper to be returned not later than the evening of the eighteenth day after the original date of the special meeting. Any ballot paper received after the eighteenth day shall be deemed invalid. On a postal ballot a majority of two to one shall be required. Any resolution so carried shall be absolute and shall at once become binding. The powers of the Committee under Clause 8 hereof in respect of such Resolution shall be suspended and such resolution shall continue in force until such resolution be repealed by another Special General Meeting convened for that purpose or at an Annual General Meeting of the Club.

## **10. Finance.**

After providing for all expenses and payments, considered by the Committee to be necessary or desirable, the balance of the funds of the Club may be utilised or dealt with in such manner as the Committee may determine for the furtherance of the objects of the Club. Furthermore, as the Club is a non-profit making organisation all profits and surpluses will be used to maintain or improve the Clubs facilities. No profit or surplus will be distributed.

## **11. Trustees.**

All property, investments and cash, other than cash in the Manager's accounts and petty cash, shall be held on behalf of the Club by not more than four nor less than two Trustees who shall be appointed by the Committee. Vacancies occurring by death, resignation or otherwise shall be filled by the Committee.

## **12. Indemnity and Contribution.**

12.1 The Trustees and the Committee (including any ex-officio members) shall be entitled to be indemnified in respect of any bona-fide act or omission by them or any of them to the full extent of the Club's assets

12.2 In the event of a shortfall arising, in respect of the indemnity, each full member on demand shall contribute proportionately to such shortfall up to a maximum extent of 10 per full member (a full member for these purposes being any category of member except a Junior Member).

### **13. Agency.**

It is hereby declared for the avoidance of doubt that the Committee (including any ex-officio members) and the Trustees act in regard to the Club's affairs as disclosed agents for all the full members of the Club from time to time providing their acts or omissions are made bona-fide

### **14. Dissolution Clause.**

If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club. The Committee shall dispose of the net assets remaining to one or more of the following;

- (i) to another Club with similar sports purposes which is a charity and/or
- (ii) to another Club with similar sports purposes which is a registered CASC and/or
- (iii) to the sport's national governing body for use by them for related community sports

## **Rules of the Club**

### **1. Burgee**

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### **2. 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:

#### **2.1 Full Membership : comprising:**

2.1.1 persons aged twenty eight and over not entitled to any other class of membership.

2.1.2 Life Members - Life membership of the Club may be offered by the Committee upon such terms as it thinks fit

2.1.3 Honorary Members - Honorary life membership of the Club may be conferred by the Committee as a distinction. Honorary annual membership may be conferred by the Committee; such honorary annual membership shall lapse at the end of each year unless re-confirmed. The number of honorary members of both kinds shall not exceed thirty.

#### **2.2 Junior Membership**

Candidates between the ages of eight and seventeen may be elected by the Committee as Junior Members, subject to their being duly proposed and seconded by parents or persons who will also:

2.2.1 be liable for any sums owed to the Club by or in respect of the Junior Member, and

2.2.2 accept responsibility for the Junior Member's behaviour.

### 2.3 Youth Membership

Candidates between the ages of eighteen and twenty-two subject to their being duly proposed and seconded may be elected by the Committee as Youth Members. Alternatively, 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.

### 2.4 Intermediate Membership

Candidates between the ages of twenty-three and twenty-seven subject to their being duly proposed and seconded may be elected by the Committee as Intermediate Members. Alternatively 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.

### 2.5 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 elected as Student Members may be elected 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.

Junior, Youth, Intermediate and Student Members shall (subject to the general law) be entitled to all the privileges of membership of the Club except that Junior Members may not speak or vote at General Meetings.

The children and grandchildren of Members shall (whilst under the age of eight) be entitled to all the privileges of Junior Membership.

## **3. Election of Full Members**

All applications for membership must be dealt with in accordance with the following provisions of this Rule 3:

3.1 Candidates for membership must be proposed and seconded by two members who must be over the age of eighteen and, if neither the proposer nor the Secunder is a Committee member, the candidate must in addition be sponsored by a Committee member. In default of sponsorship, the matter will be referred to the membership section of the Finance Committee. 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. Letters of recommendation from the proposer and Secunder must (unless the requirement is waived by the Committee) accompany the application for membership together with 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 place it on the Agenda for the next Committee meeting at which (unless adjourned) it shall be voted on. Candidates whose names have been submitted may be elected by ballot. At least 75 per cent of Committee members present shall record their votes in favour of electing the candidate, otherwise the candidate shall be deemed not to have been elected. Even if at least 75 per cent of Committee members present record their votes in favour a candidate shall be deemed not to have been elected if at least 20 per cent of Committee members present record their votes against.

3.2 At the discretion of the Manager a candidate who has submitted an application for membership 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 Committee meeting at which the application is to be considered.

#### **4. Subscription and Registration Fee of Members and Visitors**

4.1 The annual subscription will become due upon election and (subject to paragraph 4.8) on the first day of January in each succeeding 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).

4.2 Subject to Rules 4.4 and 8 below, a Full or Intermediate Member (who has not previously been a Junior, Youth or Student Member) shall pay a registration fee.

4.3 If a member is elected after the 31st day of July in any year, he or she shall only be called upon to pay half the amount of the annual subscription due for that year, and if elected after the 30th day of September, a subscription shall cover the year of election and the succeeding year, but members elected as aforesaid shall pay the full amount of registration fee.

4.4 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 4.1 (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 individuals death.

4.5 A Full or Intermediate Member who was prior to the adoption of rule 4.4 entitled to pay their subscription at the rate applicable to widows will hereafter be entitled to pay their subscription at the Partners Rate

4.6 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.

4.7 A member who passed their sixty fifth birthday and whose combined age in years and total years of membership exceeds eighty is entitled to pay a reduced subscription at the

rate fixed by the Annual General Meeting in accordance with Rule 4.1 (over 65's rate) Members 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.

4.8 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.

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

4.10 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) either their total subscription bill or their total mooring bill, or both, by six installments by standing order or by post dated cheques. Each installment will be due on the first day of the months of January to June and will be one sixth of the total due plus an administration fee at such rate as may be determined by the Committee.

4.11 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 4.1 (the family rate) to cover membership of themselves and a partner eligible for the Partner's Rate defined in rule 4.4 and any Junior Members normally living with them in the same household.

## **5. Privileges.**

Unless Rule 4.10 applies, no member shall be entitled to any of the privileges of the Club until his subscription and all monies due to the Club have been paid.

## **6. Voting.**

At any General Meeting each person present and then a currently entitled member (save for Junior Members) shall have one vote on any resolution.

## **7. Visitors UPDATED OCTOBER 2017**

Visitors may be admitted to the premises of the club, provided such visitor has not:

7.1 been rejected as a candidate for membership election, or

7.2 Previously been expelled as a member, or

7.3 ceased to be a member pursuant to clause 5.1.3 of the Constitution of the Club 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 year. Visitors competing in open meetings may visit as above and may also visit for an additional two individual days.

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 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 approve.

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.

## **8. Resignation of Members.**

Any member desirous of resigning from the Club shall give notice in writing 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.

## **9. Election of Officers and Committee.**

The election of the officers and members of the Committee shall be effected by a ballot of those present at the Annual General Meeting.

A member of the committee, excluding Officers, shall not be eligible for re-election following five years continuous service, but will be eligible again after a break of two years. The exceptions to this rule are;

- a. If at the end of the five years' service the member has only been a sub committee chair for a year, the member is eligible for election for a further year.
- b. The member is elected an Officer of the Club

The name of any 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 paper for the Annual General Meeting.

In the event of there being an insufficient number of nominations, members may, at the Annual General Meeting, propose and second candidates for vacant offices, and their election shall be declared by ballot. No member shall be eligible for re-election at the Annual General Meeting who has not attended at least half the summoned meetings held by the Committee during the season then passed, unless in the opinion of the Annual General Meeting there appears to have been reasonable cause for such member's non-attendance. In the event of vacancies occurring between the dates of annual elections, the Committee shall have power to co-opt other members of the Club to fill such vacancies. Such co-opted members shall only hold office until the next ensuing Annual General Meeting.

## **10. Borrowing Powers.**

The Committee shall have power to borrow on behalf of the Club an amount not exceeding £10,000.

## **11. 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.

#### **11.1 Facilities Committee.**

This Committee shall consist of not less than six members, three of whom must be members of the Committee. They shall be responsible for the management of all assets of the Club.

#### **11.2 Social Committee.**

This Committee shall consist of not less than three member's two of whom must be members of the Committee. The Social Committee shall regulate the tariff of charges, draw up the bye-laws and generally manage the arrangements of the Club premises

#### **11.3 Racing Committee.**

This Committee shall consist of the Timekeepers and a minimum of four members, two of whom must be members of the Committee. The Racing Committee shall be responsible for setting handicaps, choosing teams and generally arranging the Regatta programmes.

#### **11.4 Finance Committee.**

This Committee shall consist of the Treasurer, as Chairman, and not less than two other members, one of whom must be a member of the Committee. The Finance Committee shall be responsible for recommending financial policy, presentation of annual accounts, rates of Club subscriptions, registration fees and other charges.

#### **11.5 Training Committee.**

This Committee shall consist of a minimum of five members, three of whom shall be members of the Committee. The Training Committee shall be responsible for planning and arranging the Easter Sailing School, other sailing tuition and safety and powerboat courses at the Club.

#### **11.6 Staff Committee.**

This Committee shall consist of the Commodore, the Vice Commodore, the Immediate Past Commodore, the Treasurer and two other members (neither of whom needs to be a member of the Committee). The Staff Committee shall 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.

### **12. Disputed Questions**

Subject to matters referred to a disciplinary committee in accordance with Rule 13 the decision of the Committee in all disputes and matters referred to it (including in the interpretation of these Rules) shall be final. In all disputed questions referred to the

Committee, in which a member may be personally interested, such member shall not vote or be present during the discussion or determination of that question. The Committee shall not be required to give any reasons for its decision.

### **13. Disciplinary action against and expulsion of Members**

13.1 Pending the conclusion of disciplinary action to be taken under Rules 13.4 to 13.9 (or for a period not exceeding 40 days whilst it considers whether to initiate such disciplinary action) the Committee shall have the power to suspend any member's right to partake in any of the privileges of the Club including the right to attend at the Clubs premises.

13.2 Any Flag Officer shall have the power to suspend any member's right to partake in any of the privileges of the Club (including the right to attend at the Clubs premises) until the next meeting of the Committee if that Flag Officer reasonably believes that such Committee meeting may consider initiating disciplinary action under Rule 13.4

13.3 Notification of a suspension under Rule 13.1 or 13.2 may be made verbally or in writing to the member concerned. If made verbally, it shall be confirmed in writing.

13.4 If any member (the Member Concerned) shall be accused by any other member (including any Flag Officer or the Committee) of:

13.4.1 committing any breach of the Constitution or the Rules or the House Rules, of the Club for the time being in force

13.4.2 conduct (either in or out of the Club premises) that might be injurious to the character or interests of the Club then the Committee may refer such accusations to a disciplinary committee created pursuant to Rule 13.5 (the Disciplinary Committee)

13.5 A Disciplinary Committee shall be appointed by the Committee and consist of not less than 3 members of the Club (none of whom need be Flag Officers or members of the Committee). A member of the Club may not be appointed to a Disciplinary Committee if he has or may reasonably be perceived to have any personal connection with the Member Concerned or the accusations that have been made.

13.6 Subject to Rules 13.7 to 13.9 a Disciplinary Committee appointed pursuant to Rules 13.4 and 13.5 shall determine its own procedures.

13.7 Within 7 days of being appointed a Disciplinary Committee will meet to appoint a chairman from amongst its number and then such chairman will write to the Member Concerned:

13.7.1 setting out reasonable details of the accusations made against him

13.7.2 inviting him to attend (or make written representations to) a meeting of the Disciplinary Committee (a Disciplinary Meeting) to be held (at such time and venue as the Disciplinary Committee stipulate) not less than 14 days nor more than 28 days after the date of the letter

13.7.3 inviting him to write to the chairman of the Disciplinary Committee at least 5 days before the Disciplinary Meeting indicating which (if any) of the accusations made against him are disputed.

13.8 The Member Concerned shall be entitled to adduce evidence to the Disciplinary Committee and to make an explanation to the Disciplinary Committee (either orally or in writing) of their conduct.

13.9 At the conclusion of the Disciplinary Meeting or any adjournment thereof the Disciplinary Committee (acting if necessary by majority vote) may impose on the Member Concerned such of the following sanctions (including more than one sanction) as in its absolute discretion it deems appropriate:

13.9.1 verbal reprimand or

13.9.2 written reprimand or

13.9.3 suspension from partaking in any or all of the privileges of membership of the Club for a period not exceeding 18 months or

13.9.4 (subject to Rule 13.10) expulsion from the Club Provided that during any period of suspension the member concerned shall be obliged to pay their relevant membership subscription and in the event of expulsion no refund of membership subscriptions or mooring fees shall be due in respect of periods after the date of expulsion

13.10 An expulsion pursuant to Rule 13.9.4 shall take effect 14 days after the conclusion of the Disciplinary Meeting unless the Member Concerned has resigned in the interim.

13.11 No appeal shall lie from the decision of the Disciplinary Committee, whose discretion and decision shall be absolute and final, nor shall the Disciplinary Committee be bound to give any reason for its decision provided always that not more than once during any period of suspension imposed under Rule 13.9.3 the Committee may reconvene the Disciplinary Committee that imposed the original suspension and invite it to reduce (but not increase) the period of suspension and if for any reason it is not practicable to reconvene the Disciplinary Committee with the same members the Committee may appoint such replacement member(s) as may be necessary (applying clause 13.5 mutatis mutandis)

13.12 A letter or notice sent by ordinary first class post, addressed to a member and sent to his last known address, shall be sufficient letter or notice for the purpose of this Rule and shall be deemed to be delivered and received in accordance with Rule 17.

## **14. 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.

## **15. Yacht entered on Club Register**

Every member being the owner of a Yacht is entitled to have such Yacht entered on the Club Register and to fly the Club Flag.

## **16. 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 election for newly-elected members), mooring fees on the date of invoicing and all other goods and services at the time they are provided.

## **17. Interpretation**

In the Constitution and the Rules and wherever applicable the singular shall include the plural and the masculine the feminine and vice versa and any notice given by post shall for all purposes be deemed to have been delivered and received two days after such posting.

## **18. Abandoned boats on Club premises.**

If at any time any mooring or storage fees payable to the Club by any member or former member shall be three months or more in arrears:

(a) The Committee 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.

(b) The Committee shall be entitled upon giving one months 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.

(c) 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.

(d) Further the Club shall, at all times, have a lien over 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 or subscriptions or otherwise.

## **19. 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.

## **GENERAL INFORMATION**

### **1. 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.

### **2. Mooring and Berth Fees**

(a) The fees for moorings and berths for the season 25th March to 30th November, will be fixed by the Committee and will be published on the Club notice board.

An additional 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.

(b) Temporary Moorings (including Wroxham Week). These are available on application to the Club Manager. Fees for temporary moorings (space permitting) will be payable by both members and non-members.

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

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.

All moorings for the season must be on Club buoys. All trailers shall be clearly marked.

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 paragraph 5 of the Constitution.

### **3. Shore Berths**

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

### **4. 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.

### **5. Use of slipway and towage**

(a) (i) 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.

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

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

(iv) Any boats hauled out on the slip shall at all times be at the sole risk of the owners thereof.

(v) Members may use the slip for not more than two hours at a time.

(vi) If it is desired to use the slip for more than two hours permission must be obtained from the Manager and will not normally be granted immediately prior to Wroxham Week or Keelboat Weekends.

(vii) All persons using the slip 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.

(b) 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.

### **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 all equipment they use (strops/spreaders etc) is checked for safety purposes.
- 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 (blue) 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

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

### **6. Charges for use of Club Staff**

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

### **7. Use of Club boats.**

Members should obtain permission from the Manager for the use of Club boats

### **8. Fishing on Wroxham Broad**

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

### **9. Telephone**

A pre-payment telephone is available.

## **10. 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.

## **11. Club Burgees**

Club burgees may be obtained from the Manager.

## **12. Cap Regalia**

Cap Sweaters, Ties etc. may be obtained from the Manager.

## **13. Berth/Key holders Agreement**

1. No third party to use my crane and winch key without me being present at all times.
2. I will lock up the crane and winch and will switch off the power washer at the winch box after use.
  - I will moor my boat in a pen with the bow safely inside the line of the posts.
  - Whilst moored I will only run the engine of my boat if it does not cause pollution and inconvenience to other Club users.
  - I will not allow my boat to be let from the Club premises.

## **14. Mooring Applications**

1. Members storing, berthing and mooring boats and trailers do so at their own risk. NBYC cannot be held responsible for damage to members' boats.
2. Members bringing additional boats for use during Wroxham week MUST notify the Manager for allocation of buoy moorings or shore berths. The rates for these will be published prior to the Regatta.
3. All boats remaining on Club premises after 30th November will be charged for pro-rata to the summer rates until removed unless winter storage applied for.
- 4: Those members requiring winter storage should make separate application direct to the Manager together with the appropriate fee.
5. Members guarantee that every boat, trailer or launching trolley that they bring to the Club will be clearly identified with either the name of the boat or their name and that the name of any such boat will be notified to the Manager for entry in the Club Register. They further guarantee that each boat that they use on Club waters will be properly insured against third party risks.

# **RACING INFORMATION AND RULES FOR CUPS AND PRIZES**

**(Please also see Sailing Instructions)**

## **1. Authority**

Except in races governed by special rules authority for matters relating to racing rests with the Duty Flag Officer who may delegate it to the Officer of the Day.

## **2. Class Rules**

Subject to the approval of the Racing Committee, all details pertaining to class races shall be arranged by a Committee of each class appointed by the owners of the boats in that class.

## **3. Club Handicaps**

In all races other than class races the Racing Committee has power to adjust the allowance of any yacht as may be found desirable or necessary.

## **4. Change of Ownership**

In the event of a yacht changing ownership the Manager shall be informed within seven days of the transfer and, if such a change occurs during any season, the new owner shall not be entitled to the benefit of any points awarded to or earned by any previous owner in any competition or towards any trophy.

## **5. Starting Times**

Advertised starting times will be adhered to as closely as possible. The Committee will not guarantee to hold up the start of any race to allow the previous race to finish.

## **6. Definition of Yacht**

In the foregoing rules the term 'yacht' shall include open and partly decked sailing boats.

**7. In all classes points for Cups and Special Prizes** shall be awarded to individual yachts except in the case of certain trophies for which the points are awarded to the helmsman or helmswoman. These exceptions are:

- (a) Yare and Bure O.D. Class. The Ladies Cup.
- (b) Norfolk O.D. Dinghy Class. The Ladies Challenge Cup.
- (c) Duckling Challenge Trophy.

For these trophies points shall be awarded to individual helmsmen or helmswomen who need not sail the same yacht in each race.



(d) Yare and Bure O.D. Class. The Flag Officers' Trophy.

(e) Ladies Yeoman Cup (Peal Trophy).

(f) Ocean View Ladies' Wayfarer Challenge Trophy.

**8. With the exception of those trophies** designated 'Open' any yacht competing for a Club trophy must be owned by a member of the Norfolk Broads Yacht Club and the helmsman must be either a member of the Club or a member of a recognised yacht club sailing under the terms of Club Rule 7(a).

**9. In the case of Club Trophies** (other than those designated in the list of Club Trophies as 'Open') awarded for points scored for a series of races sailed during certain 'Weeks' (such as Wroxham Week) and the regatta is held under the flag of the Norfolk Broads Yacht Club, the helmsman also must be a member of that Club. When the regatta is held under the flag of another club affiliated to the N. & S.Y.A. this rule regarding helmsmen shall not apply unless the terms of donation of any trophy stipulate that it shall.

*Reviewed October 2015*