

## **Burnham-on-Sea Motor Boat & Sailing Club Rules**

*Made under the powers and subject to the constitution - as amended May 2000 & 2018, 2023 and 2024. If there shall be any conflict between these rules and provisions of the constitution, the constitution shall prevail.*

### **1 GENERAL**

- (a) Current rates of subscription, mooring fee and compound fees are promulgated annually and displayed on the clubs website
- (b) Conditional upon joining category "Full Member" and "Family Member", is the requirement to participate in Club Maintenance work parties or to choose otherwise.
- (c) Members of such categories will be requested to participate in any one of eight work groups at least four times per year or offered an option of making a 'one off' payment in lieu of same at a rate then appertaining. If unable to attend a work party on an advertised occasion a member may by arrangement with a Team Leader, attend at another time/date. Members willing to freely offer any professional service to the club may be credited with attendance by the Management Committee.
- (d) Any member as described in (b) who is unable to attend such work parties may instead choose to pay a maintenance surcharge in lieu at the time of his /her next membership renewal in advance if such absence is anticipated at the time of membership renewal .
- (e) Boats, gear and other property shall be left on premises administered by the Club entirely at the owner's risk.
- (f) The Management Committee shall act reasonably to ensure the safety, comfort and convenience of members but the Club shall not be held responsible for any accident, loss or injury to members, who remain responsible for their own safety at all times.
- (g) No boat shall occupy space in the compound, use the Club slipways or pontoons, be moored in waters over which the Club has jurisdiction, or take part in any race organised by the Club unless it is adequately insured against third party risks.
- (h) If at any time any subscriptions or other fees or monies properly payable to the Club by any member or former member shall be one month or more in arrears without good cause then:
  - i) The Committee shall be entitled to move his/her boat to any other part of the Club premises or river without being liable for any loss of or damage to the boat howsoever caused.
  - ii) The Committee shall be entitled upon giving one month's notice in writing to the member or former member, at his last known address shown in the register of members, to sell the boat and to deduct any monies due to the Club (whether by way of arrears or subscriptions or mooring fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member.
  - iii) Alternatively, any boat 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 monies owing as aforesaid shall be deemed to be a continuing debt owed to the Club by the member or former member.

- iv Cruiser storage in the compound is charged per season. A season is either **winter** (crane out to crane in) or **summer** (crane in to crane out). The standard storage fee will be the winter storage rate for the appropriate period. For a second, third, or fourth **consecutive** season the fee will increase exponentially (i.e. x2; x3; or x4 the standard rate). No boat may be stored in the compound for more than four consecutive seasons without prior written authorisation from the committee before entering the compound. The Committee reserves the right to waive the increased storage rate or the maximum permitted stay in the compound where exceptional circumstances apply.

Further, the Club shall, at all times, have a lien over members' or former members' boats 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 subscriptions or otherwise.

Where a member's vessel suffers a 'significant event' which in the judgment of the Club's officers represents a threat to the safety or security of the vessel, nearby property or safe navigation for near or passing vessels, the responsible member will be informed as soon as possible. If the member cannot be contacted or fails to attend promptly then club officers may take whatever actions are deemed necessary to make the subject vessel or situation safe or secure. In this event the responsible member concerned may be charged a fee for the actions taken. Any fee shall be determined by the Management Committee acting reasonably on a case by case basis.

- v) Dogs are permitted on the club premises; however they should be kept on a lead always and the owners must clear up any mess left behind.
- vi) Members are welcome to bring their children onto club premises subject to clause vii) below, provided they are kept under supervision at all times and their behaviour is not unruly.
- vii) Children under the age of 12 years are not permitted in the Club House **and bar area on Wednesday Club evenings after 20.00 hours.**

## **2 RACING**

- (a) All races shall be sailed under the yacht racing rules of the RYA..
- (b) Adequate personal buoyancy or suitable harness and lifelines must be worn by all persons taking part in sailing events organised by the Club. (Dinghies compulsory - Cruisers optional).
- (c) All dinghies shall have securely fastened positive buoyancy complying with class standards and/or sufficient to support both craft and crew. An anchor and paddle must be carried, flares are recommended.

- (d) No cruiser shall race without safety equipment as specified by the Management Committee.
- (e) A race for cruisers requires a minimum of three boats.  
A race for dinghies requires a minimum of three boats plus a safety boat to be in attendance.
- (f) For each day on which racing takes place an experienced member of the Club shall be nominated as Officer of the Day, and as such shall be in charge of all racing activities and responsible to the Management Committee for ensuring that all rules, regulations and instructions are complied with.
- (g) Members intending to race shall notify the Officer of the Day and sign in before the start of the race and shall be deemed to be familiar with all the rules, regulations and instructions pertaining thereto.
- (h) Details of courses, starting times and starting signals shall be displayed by the Officer of the Day.
- (i) The Club shall use the PY Handicap system with the following order of precedence:
  - 1. Club handicaps
  - 2. Byron handicaps
  - 3. RYA published handicaps
- (j) Craft for which no PY number is available will be allocated a handicap number by the Sailing Master based on known or judged performance and any subsequent alteration to the boat (including sails, ballast and equipment) shall be reported by the owner to the Racing Committee. Failure to do so will result in disqualification.
- (k) Any protests arising from a race shall be made within two hours of the finish of the race. Protest forms are available from the Officer of the Day and a £5 charge may be made. This charge will be refundable should the outcome fall in the protestor's favour.

### **3 COMPOUND**

- (a) Applications for compound space and keys shall be made to the Compound Officer.
- (b) All highly inflammable material, especially petrol & gas to be removed from boats whilst stored in the Club compound.
- (c) No boat shall be left in the compound until space has been allocated by the Compound Officer.
- (d) Major boat repair or maintenance work, shot blasting, welding and all 'hot works' must not be undertaken without the Compound Officers permission.
- (e) Members shall use only the space allocated to them. Only one space per member will be allocated unless the Management Committee shall decide otherwise.
- (f) Members shall be responsible for their boat space and keep it tidy whether or not the space is occupied.
- (g) Dinghies over 8ft in length shall be fastened down safely.
- (h) Road and launching trailers/trolleys shall be left in the designated areas only or beneath boats provided they do not project into the walkways.
- (i) The Management Committee may require any member contravening the compound rules to remove their boat.

- (j) Members are responsible for ensuring that the gates are locked at all times.
- (k) All boats & equipment occupying compound space must be clearly marked to identify ownership.
- (l) Cars may be left in the compound at the discretion of the Compound Officer.
- (m) Cruisers that need to remain in the compound during the summer season must seek the permission of the Compound Officer. They will be subject to additional fees as set by the Management Committee. (see sec 1 (iv) above).

### **New rules applicable to all Boats entering the club compound Feb 2024**

#### **Definition**

A water craft up to a maximum length over all (LOA) of eighteen feet and either easily movable or on a fully serviceable trailer and used annually shall be deemed to be a 'launch and retrieve' vessel and is not covered by this rule. All other vessels are covered by this rule including vessels under eighteen feet LOA which do not otherwise meet the above definition.

#### **Preamble**

Keeping a vessel in the Club Compound is a privilege which the club extends to members only on the basis of suitability of vessel, space available and the clear understanding that such vessel storage is for a limited time only as decided by the club management committee from time to time. No vessel may enter the Club Compound except by prior arrangement with the Compound Officer and with their express permission. The Compound Officer will allocate the place where the vessel is to be stored.

#### **Vessels entering the compound at any time or vessels already in the compound but ownership is transferred to a new owner.**

1. The vessel owner is required to pay a returnable £100 deposit and submit a work plan to ensure the boat leaves the compound within 18 months / three seasons. This deposit and work plan must be paid/submitted prior to the vessel entering the compound. This deposit is separate from the normal compound fees which must also be paid. The plan must be submitted to the club policy and finance committee via the club Compound Officer.
2. At the end of season 1 if the vessel is not completed and removed from the compound then a further returnable deposit of £100 shall be paid.
3. At the end of season 2 if the vessel is not completed and removed from the compound then a further returnable deposit of £100 shall be paid.
4. Whenever the vessel is removed from the compound within 18 months of the first application of this rule then all deposits will be refunded. All compound fees which must have been fully paid are non-refundable and multipliers are fully applied.
5. If the vessel is not removed from the compound by the end of season 3 the club will exercise a lien over the vessel and the £300 deposit is forfeit.

6. Where a vessel enters the compound or ownership is changed mid season the counting of the seasons begins at the start of the next whole season however the requirement for deposit payment and written rule agreement applies at the time of entering the compound or taking ownership of the boat.
7. Where a vessel owner has paid one or more deposits but then sells the boat to a new owner prior to the removal of the vessel within the 3 seasons period the following will apply: The selling owner must inform the committee in writing of the sale including details of the new owner. If the new owner is not a member of the club the vessel must be removed from club premises Immediately. All deposits paid are retained until this occurs and are forfeit if it does not occur. Where the new owner is a member of the club or seeks membership and is approved for same the following will apply: The selling owner can apply in writing to the club Hon Sec for the return of the deposits. The committee will consider such request taking into account the likelihood of the vessel being removed by the new owner within the original 3 seasons set for the original owner. No refund will be made until such time as the vessel is removed within the original 3 seasons timescale and is not returnable if this does not occur. The committee shall have the discretion to vary this rule if exceptional circumstances occur.

If at anytime during the 3 seasons the owner finds that due to exceptional circumstances such as ill health they are unable to complete the work on time and remove the boat then they may write to the Club Hon Sec with a full explanation of the issues and their revised plan. The committee will consider such requests and may ask the member to appear before the policy and finance sub-committee to discuss a revised plan. If the full committee agrees then a revised plan may be accepted.

All members wishing to bring a vessel into the compound or take ownership of a vessel already in the compound will be required to sign a binding legal agreement of their full acceptance of these rules prior to the boat entering the compound or ownership being transferred. Where a new owner of a boat refuses to accept this rule then full liability for all charges and cost associated with the vessel remain with the original owner.

#### **Vessels entering as a part of the routine bi annual 'crane-in and crane-out'**

1. All such vessels are also covered by these rules and requirements as set out above.
2. If the owner intends that the vessel will be returned to the water at the next crane-in then no 'plan' is required. Instead, a signed statement to this effect will be required which will fully incorporate the above rules so that in the event that circumstance cause the owner to cancel their crane-in they will agree to be subject to the rules and immediately submit a work plan as previously described.
3. In the event the vessel is craned-in as planned then the £100 deposit will be taken as the crane-in deposit and is not returnable.
4. Conversely if the vessel is not returned to the water at the next crane-in then the rules are applied retrospectively from the time when the previous crane out occurred.

## **Long term storage of club member vessels**

The club is prepared to accept the long term storage of a few vessels depending on space available and at the clubs discretion.

This will be at full commercial storage rates and entirely at the owners risk and the boat must be fully insured at all times.

The 2024 rate for a boat up to 30 ft LOA is £1000 per year and £100 per each additional foot or part thereof. Prices will rise each year in line with published inflation figures. Fees must be paid annually in advance and the owner must remain a full member of the club at all times but is excused the work-party opt out fee.

### **(n) Additional Compound Rules regarding 'abandoned or unauthorised boats'**

#### **Spaces in the Compound:-**

Spaces in the Compound are allocated on an annual and biannual basis on the occasion of the launching and recovery of boats. Spaces will be allocated on the basis of applications received by the Compound Officer prior to the appropriate date. All members requiring spaces for berths, dinghies, trailers or other equipment must make a formal application to the Compound Officer prior to bringing the same into the Compound and must comply with the Compound Officers requirements for identification of such items.

Power of Committee to move, remove, maintain, sell or dispose of boats and/or trailers and/or other unclaimed property or equipment:-

In the case of an abandoned or unauthorised boat/trailer or other property/equipment (as defined below) the Committee may:-

- a) Disassemble and/or make safe the boat and/or trailer/property/equipment to any part of the Club's premises without being liable for any loss or alleged damage to the same howsoever caused;-
- b) Upon giving one month's notice require the subject member or former member to collect the boat and/or trailer/property/equipment
- c) Upon giving a further month's notice in writing by registered post (if available, and if not by other appropriate means) to the member or former member at his/her last known address as shown in the register of members, sell the boat and/or property/equipment and deduct any monies due to the Club from those recovered ( whether arrears of subscriptions or other fees, liabilities or debts howsoever incurred ).
- d) If the boat or subject item is unsaleable (in the reasonable opinion of the Committee), after giving the appropriate notices as aforesaid, dispose of the boat and/or items in any manner the Committee considers fit and deduct the cost of so doing and any other arrears as aforesaid to be a debt owing to the Club by the member or former member.

- e) The Club reserves the right to charge storage for the boat and/or other items until such time as the boat and/or items are removed or until the notice has been served as required under clause (b) and (c) above.
- f) The Club's right to take the action in (a) above shall extend until and beyond the end of any membership subscription

PROVIDED THAT in each case above that all reasonable steps have been taken and recorded by the Committee to trace a member or former member that when and if the said boat and/or trailer/item is sold the proceeds of sale ( but only where the same exceed any or all of the indebtedness owing to the Club together with the costs of such sale) shall be placed in a bank deposit account and retained against the eventuality of a claim by the errant owner.

**MEANING OF 'ABANDONED OR UNAUTHORISED'**

The Committee shall be entitled to treat any of the following situations as an abandoned or unauthorised boat and/or trailer/equipment/property;-

1. A boat and /or trailer and/or other property/equipment located on Club's premises and which does not display a current sticker or mark of identification
2. A boat or trailer as above located otherwise than in its duly allocated space
3. A boat and/or trailer as above that remains in the compound area for more than a month after the owner or former owner having been advised by the Committee that it is required to be removed ( and a notice to this effect has been attached?)
4. A boat or other property as above where fees or subscriptions due are more than one month in arrears
5. A boat and/or property as above which is the property of a former member which overstays by more than a month following expiration of membership

**LIEN ON BOATS AND/OR TRAILERS AND/OR OTHER PROPERTY**

In addition to the powers set out above to move, disassemble, make safe and sell or dispose of boats and other equipment the Club shall retain a right of lien over members or former members boats or other equipment stored on club's premises in respect of all monies due to the club, whether in respect of arrears of facilities, subscriptions or otherwise, and shall be entitled to retain possession of the same until such time as all outstanding monies due to the Club have been repaid in full

**4 MOORING**

- (a) Applications for mooring spaces shall be made in writing to the Mooring Officer. Fees shall be paid annually.
- (b) All moorings in waters over which the Club has jurisdiction shall be laid to Club specifications and per the instructions of the Mooring Officer.

- (c) Members shall act on instructions given by the Mooring Officer and shall move their moorings if in his opinion they have moved their position and are obstructing the fairway or endangering other boats. Members shall however have the right to appeal to the Management Committee against any such instruction and the decision of the Management Committee shall be final.
- (d) One mooring is allowed per membership. Members requiring a second mooring for any reason may apply, in writing, to the general committee for consideration and/or approval.

## **5 CLUBHOUSE**

- (a) Members are expected to dress appropriately to avoid soiling the Clubhouse furnishings.
- (b) Smoking is not permitted in the clubroom.
- (c) The member signing for bar keys is authorised to close the bar before "Time" at his or her discretion. Alternatively, if a committee member or bar duty person is present and willing to take over the duty, he can hand over his responsibility to that person.
- (d) Dogs are permitted in the Clubhouse but must be kept on a lead and under control at all times.

## **6 JETTY AND PONTOON**

- (a) From seaward end of pontoons the pontoon is designated for visitors.
- (b) Members who find it necessary to stay alongside for periods must be agreed with the Pontoon Officer beforehand.

## **RULES FOR APPLICATION AND CONTROL OF PONTOON BERTHS**

### **1. Control and Allocation of Berths**

- (1.1) All seasonal applications for Pontoon Berths must be in writing to the Pontoon Officer or Club Secretary.
- (1.2) From time to time the Club may require a Berth Holder to move their vessel in order to maximise the space available for berthing or maintenance work.

### **2. Title and Ownership**

- (2.1) Any agreement between a Berth Holder and the Club will be for a named vessel, for which the Berth Holder must have Title of Ownership. Any subsequent change in vessel will require a written application to the Club.

At no time during the duration of the agreement will a Berth Holder be permitted to sub-let the Berth.

- (2.2) A formal Register of Authorised Vessels will be maintained by the Pontoon Officer

### **3. Pontoon Berth Holders**

- (3.1) The existing pontoon loan agreement drawn up prior to 30<sup>th</sup> March 2009 will remain in force for those members who are signatories to this agreement. The consequential berthing fee is promulgated annually.
- (3.2) Members applying for pontoon berth after 30<sup>th</sup> March 2009, on allocation of the berth will be offered a seasonal contract.



(3.3) Members with a disability may be offered a pontoon berth, the number and disposition of such berth being decided by the Management Committee. The fee for such a berth is promulgated annually and displayed on the clubs website.

#### **4. Winter/Seasonal/Temporary Berthing Rules**

(4.1) Seasonal Berthing Fees:

Winter berthing : at a rate of £ per foot per month for 6 months promulgated annually.

(4.2) Temporary Berthing Rules/Fees - The berth-holder vacating their berth for periods in excess of 1 week must inform the Pontoon Officer.

The subsequent vacant berth will be made available to members at the fee specified by the Club at the prevailing time and for that period.. Please be aware, any damage to Berthholder's fendering / warps must be accounted for.

(4.3) Club / Visitors Pontoon Rules / Fees. – Club and Visiting yachts are welcome to berth on sea-ward side of outer pontoon only and should ensure sufficient space for dinghy and tender launching.

Club members are entitled to 24 hours free berthing (in any 7 day period) Thereafter a fee per day or per week retaining at the prevalent time shall be due for a maximum 1 week at the Pontoon Officers discretion.

An additional fee appertaining at that time will be levied if this period is exceeded, or done so without the Pontoon Officers approval.

Visitors may be expected to pay an appropriate fee (non refundable) for use of a Compound Key for access to club facilities.

#### **5. Pontoon Security**

(5.1) All Berth Holders will be expected to participate in the Club Security Patrols Rota organised by the Club Security Officer.

Rule 1(a) amended at the AGM February 2009

Management Meeting change Revised November 2009

Management Meeting Change Rule 1(b)(c) and (d) added December 2009

Management Meeting Change Rules for Application and Control of Berths Rules 3 and 4, February 2010

Management Meeting Change Rule 1 (d), 3 and 4 amended February 2011

Rules amended at Management meeting 2018

Rules amended November 2022

Rules amended February 2023

Rules amended February 2024