

STOKE GABRIEL BOATING ASSOCIATION

BYELAWS 2016

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These Byelaws, agreed by the Executive Committee on 21 July 2016,
supersede all previous versions.

A. ON THE RIVER

1. Seaworthiness of privately-owned craft

The Sailing Secretary or any other Officer of the Club shall have the right to bar any privately owned boat from being launched from the club premises on grounds of unseaworthiness, or defective buoyancy, without any liability flowing from such prohibition.

2. Lifejackets and buoyancy aids

All members and guests partaking in an SGBA activity organised by the Officers or a member of the Association when afloat in any capacity shall carry in his or her boat adequate safety equipment and, when afloat in a dinghy, canoe or kayak, shall wear buoyancy aids or lifejackets. For the avoidance of doubt, wet suits alone do not constitute adequate personal buoyancy.

3. Use of SGBA-owned craft

The Association maintains a fleet of boats as published on the SGBA website. These are available for members to use subject to the regulations below, the guidance on the website and the Clubhouse noticeboard regarding the use of multiple boats at one time, and the payment of the appropriate charges (charged annually for dinghes, canoes and kayaks, and per session for the safety boats).

Users of club boats must:

- 1) Be a paid up member of the club and have paid the fee for club boat use.
- 2) Sign out the boat they use on the boat log sheet in the clubhouse, stating time out, name of helm and number of crew.
- 3) Use the boat in a proper manner to avoid unnecessary damage to rig, foils, paddles, hull and equipment. i.e. Avoid inversion in shallow waters, collisions, running aground etc.
- 4) Provide buoyancy aids for all in the boats(s), and wear them.
- 5) Drain, Clean and tidily pack away the boat and all it's equipment
- 6) Sign the cleaned boat back in on the log sheet and enter any defects, damage or repairs for the Quartermasters' attention.
- 7) Obey immediately any directions on use of club boats issued by an Officer of the Club.
- 8) Note that if the above rules are not complied with then the OOD or any Executive officer is authorised to immediately suspend the offender's access to club boats pending a review by the Executive Committee.
- 9) Pay the harbour authority any harbour dues they may levy from the members' period of use of any club-owned non-motorised boat.

4. Areas of Use

Areas of Use. Club boats must never be taken beyond Dartmouth Castle Ledge or Totnes town bridge. Members taking part in Club events must stay within the area defined by the Officer of the Day.

5. No Club Liability.

The SGBA does not accept responsibility or liability for any accident, how so ever caused, resulting from the use of a boat owned by the Club or a member. Helms must be satisfied of their own and their crew's competence to handle their boat in the conditions prevailing. In the event of bad weather advice should be sought on the day, but this does not absolve the member from responsibility for the boat and the people on board. The decision to race or participate in a Club event, recreational sail or non-Club event is the helm's alone.

6. Care and husbandry

Members must take good care of any Club boat and its associated equipment, leaving it on completion in a clean and tidy condition, with any cover properly secured. Masts, booms and other gear taken from the Clubhouse must be returned complete and in a clean and tidy condition and stowed away tidily. When afloat, loose gear carried on board (e.g. paddle, bailer, etc) must be properly secured to prevent loss in the event of a capsized.

7. Loss and Damage

Any loss, breakage or other damage to a club boat must promptly be entered in the Defect Book. The helm at the time of any incident may be held responsible for all repair costs, at the Committee's discretion. If the Club decides to make an insurance claim, the helm might be held liable to pay any costs (e.g. excess charges) for which the Club is liable.

8. Insurance

Members are to ensure that all their craft are insured for third party liability insurance up to the value of £2million. In signing their membership application, they confirm this is so. The club will not check this insurance, whether for club members, visitors or regatta entrants. In addition, members who wish to race must ensure they have appropriate racing insurance to ensure they have adequate cover for any damage incurred to their own or other boats.

9. Safety Boats

The club's safety boats are primarily for use in safety and training, as well as for SGBA events and to support other clubs' activities on the River on request. Members on the water should be aware that, although a successful rescue is highly probable when the safety boat is deployed, it cannot be guaranteed. Any decision to take part in an event supported by SGBA's safety boats is for individual members to make.

B. THE CLUBHOUSE – GROUND FLOOR

*For obvious reasons this is an **ABSOLUTELY NO SMOKING** area.
All other sources of ignition are also prohibited.*

1. Access

A condition of the Planning Permission for the building dictates that the Clubhouse may not be used before dawn or after dusk, in any circumstances.

2. Security

The digital door code giving access to the Locker Room and Outboard Store will be provided to those members who have paid to use it. The code giving access to the Sail and Rig Store will be provided similarly. The Executive Committee reserves the right to change access codes at any time to ensure the security of the club's and members' assets.

3. The Sail and Rig Store.

Members' own equipment is not to be left in the Store without permission. Use of the various spaces in the Store will be defined and indicated by notices, which are to be observed and complied with. The separate Safety Information Notice Board will be under the control of an Officer of the Committee; no other person may display or remove any notice.

4. Mast, boom and foil stowage.

This stowage is for club-owned equipment only. Masts and booms are to be stacked safely. Main sheets and other ropes are to be securely coiled and arranged to avoid causing problems accessing other equipment. Foils are to be returned to the correct bin.

5. Lockers.

Lockers and half-lockers are rented to individual members who have paid the current fee. Members must provide, and always use, their own padlocks. No flammable substance (e.g. flares, oils, paint etc) is to be stored in a locker. Individual locker holders will be responsible for taking precautions against any fire risk in their locker. No internal combustion engine is to be stored in a locker.

6. Storage of outboard motors

Outboard (internal combustion) engines must be stored on the rack in the locker area. Members storing outboard engines must ensure any risk of leaking fuel is avoided. An unsafe outboard engine may be removed by Club officers if the owner is not immediately available to do so. Electric outboards may be stored in a locker if the weight does not damage the locker.

7. Fire prevention & safety.

No flammable liquid or gas may be kept in the lockers or any other part of the club premises other than petrol in built-in outboard engine fuel tanks. The club does not offer any facility for members to store fuel. Charging of batteries is prohibited. No electrical appliance is to be left drawing power unattended unless specifically identified and permitted by an official Club notice (e.g. VHF radios). All safety notices must be complied with.

C. THE CLUBHOUSE - FIRST FLOOR

1. Access

A condition of the Planning Permission for the building dictates that the Clubhouse may not be used before dawn or after dusk, in any circumstances.

2. Security

The digital door code giving access to the first floor of the clubhouse will be notified annually to members upon renewal and to new members on joining. The Executive Committee reserves the right to change this access code at any time to ensure the security of the club's and members' assets.

3. Last to leave

All members are responsible for ensuring that the Clubhouse doors are closed and locked on exiting the premises unless another member requests a door to be left open while he/she is in the building.

4. The Clubroom

Wet sailing clothes, and bathing attire, are not appropriate clothing for wear in the Clubroom. Bare feet are similarly discouraged.

5. Balcony

The balcony is not to be used by children unless supervised. Any chairs taken from the clubroom to the balcony are to be returned on completion of use.

6. Kitchenette

The kitchenette is available for general members' use. Tea and coffee making facilities are available upon an honesty box basis. Glassware may be used only within the clubroom and entrance area. For the safety of all members it is prohibited on the balcony and access walkway, as it presents a safety risk to those at ground level beneath the balcony and the walkway.

7. Changing rooms

Items are left in the changing rooms at members own risk. Members are asked to not leave belongings in the changing rooms when they are not using them. Any unclaimed items will be removed and disposed of on a regular basis, at the Committee's discretion.

8. Heating and Hot Water

The Clubhouse has sophisticated climate and hot water equipment with controls installed in the Plant Room. The Plant Room is out of bounds to all members without Club Officer authority. Showers are available in all three changing rooms and are operated free of charge.

9. Alcohol

There is no provision, nor licence, for the sale of alcohol. Members may consume alcohol at events, on a Bring-Your-Own basis.

10. Guests

Members may introduce guests to the Club, the club's premises and craft, subject to such restrictions and regulations as the Committee may make, but no guest shall be introduced to the Club on more than 2 days in any membership year. A Member introducing such a guest shall be responsible for ensuring that the guest strictly observes the Rules and Byelaws of the Club, and shall not leave the Club premises before the guest. The member introducing a guest must enter his, her or their name(s) in the Visitors' Book, together with the host's own name.

11. Competitors and Event Participants as Guests

Any person not a member of the Club, who is a competitor or crew member in any specific event sponsored by or on behalf of the Club, or a competitor or crew member's bona-fide guest, is entitled to the use of the Club premises both during and within a period of twelve hours before and after the event in which they are taking part, if so authorised by a member of the Executive Committee.

12. Notice Boards

No notices, advertisements or publications shall be placed in the Club premises without the authority of the Committee.

13. Private Functions

Any Member may apply in writing to the Committee for the private or commercial use of the club's facilities. Guidance is to be found on the club's website. At least two weeks' notice is required.

D. THE BOAT PARK AND GROUNDS

1. The Boat Park

The Association offers storage space for members' boats on trailers or in racks subject to availability and limited by size and boat type. Storage is subject to payment of the appropriate fee. A Boat Park Officer is appointed to be responsible for the allocation of spaces and for the orderly management of the Boat Park.

2. Members allocated a space

Member allocated a space in the Boat Park are required to:

- a) accept the berth only if they are satisfied that it is adequate and suitable for their boat and that the boat and (if appropriate) its trolley complies with all items of this bye-law
- b) accept that the Association is not responsible, and is not liable in any way for any damage to the boat and/or associated equipment
- c) take corrective action to comply with any notice of non-compliance with any article in this bye-law, as notified by the Boat Park Officer, and do so within 14 calendar days of the issue of a notice
- e) accept that the Association has the right to remove and dispose of any boat and equipment from the Association's land, subject to the Association's duly following the guidance laid down by the RYA.

3. Dinghies.

Members must ensure their dinghy and its equipment comply with the following conditions

- a) Is at all times when in the allocated berth, stored on a **serviceable** launching trolley securely attached to the chain or mooring stake provided
- b) Is securely tied to a **serviceable** launching trolley so that the boat cannot float off it
- c) The trolley will be without tow hitch or suspension – i.e. designed for movement on a foreshore not on a road
- d) Is neatly and securely covered to prevent being filled with rain water and debris or is stored inverted on the launching trolley and tied securely
- e) Has the drain pug removed to drain rain water and to permit water to enter should the berth flood
- f) fits, whilst on its launching trolley, within the allocated space
- g) All sharp objects facing outwards in any horizontal direction from the berth shall be securely covered to prevent risk of damage to other persons or vessels

h) No member shall park any craft in the boat park until they have paid their subscription fee and boat park fee for that season.

4. Usage

A Member keeping a boat in a Club berth does so on the understanding that he uses the boat *with reasonable frequency*. "Reasonable" in this context is defined by the Executive Committee, who will hear representations from the boat owner if they request it.

5. Declaration

At the start of each season members shall declare to the Boat Park Officer the details of the craft in their ownership on the renewal or application form. Failure to do this will mean a berth will not be allocated.

6. Changes of craft or ownership

Members shall notify the Boat Park Officer in writing of any subsequent changes of craft or ownership so that the register can be updated accordingly.

A boat space may be transferred to another member only with the permission of the Boat Park Officer.

7. On resignation

A Member on resignation from the Club shall, within one month, remove all his property including boats, spars and sails, etc. from the Club premises. Property not so removed will be considered 'abandoned' and therefore subject to the RYA procedures detailed below. Note that the reference to boat(s)' shall be taken to cover all craft, including dinghies, rowing boats, canoes, kayaks and paddle boards.

ABANDONED BOATS

Any member of the Club who resigns or is deemed to have resigned by not paying their renewal subscription by 1 April will be required to remove all registered boats from Club premises within one month of their resignation. Failure to do so will result in the boat being deemed as **abandoned**.

The Committee shall also be entitled to treat any of the following as an **abandoned or unauthorised boat and/or trailer**:

- (a) a boat and/or trailer located in the boat park and not registered.
- (b) a boat and/or trailer located otherwise than in its properly allocated space;
- c) a boat and/or trailer that remains in the boat park for more than one month after any date advised by the Committee that it must be removed.

The SGBA is an RYA affiliated organization and as such will follow the RYA Guidance on abandoned boats and trailers, detailed overleaf:

The Executive Committee may:-

(a) move the boat and/or trailer to any part of the club premises without being liable for any loss or damage to the boat and/or trailer howsoever caused;

(b) upon giving 1 months' notice require the member or former member to collect the boat and/or trailer;

(c) upon giving three months' notice in writing by registered post to the member or former member at his/her last known address shown in the register of members sell the boat and/or trailer and deduct any monies due to the Club (whether arrears of subscription or facility fees or dinghy park fees or otherwise);

(d) if the boat and/or trailer is unsalable (in the reasonable opinion of the Committee), after giving notice in writing as aforesaid, dispose of the boat and/or trailer in any manner the Committee may think fit and deem the cost of doing and any 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 trailer until such time as the owner collects the boat and/or trailer or until notice has been served under clause (b) and (c) above.

PROVIDED THAT in each case that proper evidence is available to show that all reasonable steps have been taken by the Committee to trace a member or former member and that when and if the boat and/or trailer is sold the proceeds of sale (where these exceed the amount of any indebtedness by the member or former member to the club) shall be placed in a bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member) for a period of six years.

8. Club buildings

No craft may be placed inside Club buildings without the prior permission of the Executive Committee.

9. Maintenance

Maintenance of boats and associated equipment must follow appropriate health and safety guidelines. The Committee reserves the right to prevent any member using any tools, processes or materials if they feel these will impact health, safety, environment or other club members and/or the general public.

10. Movement of craft

The Boat Park Officer, without liability for any breach of duty or the negligence of him/herself, the Club, Members, Club Servants or Agents may authorise the movement of craft, trolleys and trailers and ancillary gear in and around club property, or take any such action to enforce the Club Rules and these byelaws, or where in his/her absolute discretion it is considered necessary in the interests of the management of the Club or safety to persons or property.

11. Allocated Locations

Under normal circumstances, berths and storage locations will remain unchanged on renewal of membership. However, berths may be subject to change during the year, at the discretion of the Boat Park Officer.

12. Picnic & BBQ Area

There is a BBQ and picnic area to the south side of the clubhouse, together with a number of wooden tables and benches are for members' use. Any BBQ should be 12m from the club house and positioned such that its smoke and fumes do not drift onto the clubhouse. The lighting of open fires is not permitted and care should be taken not to place disposable BBQs directly on the grass. Members are to ensure their BBQs are extinguished before leaving and that all rubbish is disposed of in an appropriate manner.

13. Access by vehicles

The only route for vehicular access to the Clubhouse is along the Stoke Gabriel foreshore. This is an unmade track which is constrained by height of tide (generally, accessible four hours either side of low water). Access by vehicles is restricted to the dropping off and picking up of people and equipment in exceptional circumstances only, and never by more than one vehicle at a time. No vehicles may be left on any part of the foreshore owned by the Association, extending between and including The Cove and Mill Point Quarry.

E. OTHER BYELAWS

1. Limitation of Club's Liability

- a. Members of the SGBA and their guests or visitors use the Club premises, boats, moorings and other facilities provided by the Club entirely at their own risk.
- b. The SGBA will not accept any liability for loss of or damage to any boats or property belonging to Members, their guests or visitors to the Club and its grounds or while attending Club functions.
- c. The SGBA will not accept liability for personal injury sustained by Members, Guests or Visitors using any of the Club's property including electrical appliances, winches, trolleys, boats etc., nor will they accept responsibility for any injury or damage caused to a Member, guest or visitor while participating in an event organised by the Club whether or not such damage or injury could be attributed to or occasioned by the neglect or default of any of the Officers, Committee, Members or servants of the Club.
- d. Before inviting guests or visitors on to Club Premises or to participate in Club events, members will draw the attention of all such guests or visitors to these Rules.
- e. The Club's insurance policies do not cover Members or their property against any risks. It shall be the responsibility of individual Members to effect their own adequate insurance cover.

2. Damage by Members

Any damage or loss caused to the Club Property by a Member, or by a guest accompanying a member, must forthwith be notified to a Member of Committee and remedied or replaced at the expense of such Member to the satisfaction of the Club.

3. Club Moneys

- a. The Club shall keep its accounts at such financial institutions as the Committee shall decide. All moneys of the Club shall be paid into such accounts and all payments made on account of the Club (except petty disbursements) shall be made by cheque or electronic transaction on the Club's Bankers.
- b. There shall be four authorised signatories appointed by the Committee from its members and from the Trustees.
- c. All cheques must be signed by any two of the authorised signatories and online payments must be authorised by two cheque signatories.
- d. Expenses incurred on Club business, authorised by the Committee, shall be refunded by the Treasurer on proof of expenditure.
- e. In any instance where a member is in arrears in excess of one calendar month the Treasurer will refer the matter to the Committee to instigate action to recover the outstanding amount.

4. Club Property

No property of the Club shall be removed from the Club premises without authority in writing from an Officer. Any Club asset to be disposed of shall be advertised on the Club Notice board for a period of not less than 28 days. At the discretion of the Committee advertisements may also be placed elsewhere.

5. Conduct of Members

All members and guests shall conduct themselves in a manner which shall not cause injury, offence, disturbance or alarm to other members and guests. Any member or guest not complying with this requirement may be asked to leave the Club grounds immediately, and may be subject to disciplinary action. Any member or guest damaging, defacing or removing without authority from the Club premises any article or property belonging to the Club, its members or its guests may be asked to leave the Club grounds immediately, may be subject to disciplinary action.

6. Supervision of Children

Children and minors (under 16) must be under the supervision of an adult when on Club premises.

7. Dogs

No dog, other than an assistance dog, shall be brought into or allowed to be in the Clubhouse. Members are to keep their dogs under control whilst in the Club grounds.

8. Complaints

Any complaint shall be made in writing, signed by the member making it, and submitted to the Vice Commodore, who if unable to deal with it satisfactorily him/herself, shall arrange for investigation by members of the Committee, who will give direction regarding any redress if that is found appropriate. In exceptional cases the outcome may be appealed to the Commodore, at his or her discretion.

9. Disposal of rubbish

Members are to ensure they clean up following use of any Club facilities and dispose of any rubbish in the bins provided.

10. Notices sent to Members

Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a pre-paid letter.

11. Child Protection

The SGBA's Child Protection Policy Statement is

- a. The child's welfare is paramount
- b. All children, whatever their age, culture, disability, gender, language, racial origin, religious belief and/or sexual identity, have the right to protection from abuse.
- c. Any suspicions and allegations of inappropriate behaviour will be taken seriously and responded to quickly and appropriately.

(Any person under the age of 18 should be considered a child for the purposes of this policy statement).