



1. Nominations

- a. Nominations for Officers and Committee members due for election at the Annual General Meeting shall be made in the form prescribed by the Executive Committee, not less than two months before the Annual General Meeting (AGM).
- b. A position of responsibility within the Club as identified by the Executive Committee that is non-executive and not a committee post and therefore not covered by Constitution rule 3 (d) shall be formally offered to all members. Interested parties may then formally apply and the position will be allocated subject to a majority vote at the next executive meeting. These positions are currently the Ebb and Flow Editor, the Tidal Diamonds Editor, the Webmaster, the Database Administrator, the Welfare Officer and the Membership Secretary.

2. Postal Votes

Applications to vote by post must be made in writing to the Executive Committee by the date of the Executive Meeting prior to the scheduled general meeting. At the discretion of the Committee, ballot forms and marked envelopes will be issued, which, when completed, must be returned to the Hon. Secretary who will deliver them unopened, to the teller at the AGM or Special General Meeting.

3. Class Captains

- a. With the exception of the Cadet Captain, these shall be elected in November through an online vote by the members of the Class they represent. Should a vacancy arise during the year, the position may be filled through an election carried out online by the members of the class they represent; the elected captain will then be co-opted onto the Captains' Committee with full voting rights until 30th November the following year. Two weeks' notice of an upcoming election will be given to members of the relevant Class, and elections will be open for one week.

b. Cadet Captain

The Cadet Captain will be appointed by the Executive Committee for a term of up to 1 year.

4. Committee Minutes

- a. The minutes of all Committees shall be a full and complete record of the business transacted, shall be read at the next meeting and, if approved, signed by the Chairman.
- b. The business of each Committee shall be reported to the Executive Committee Meeting next following the Committee meeting.

5. Health and Safety

- a. Members must familiarise themselves with and abide by safety documentation as published by the Executive Committee for any activities and duties that they undertake.



- b. Adults must comply with the club Safeguarding Policy when using club boats or taking part in a club activity involving children or vulnerable adults.
- c. Members must comply with the Personal Buoyancy Policy.
- d. Members must comply with Langstone Harbour Byelaws.
<https://www.langstoneharbour.org.uk/byelaws>.
- e. Members should familiarise themselves with Cold Water Shock risks and how to protect themselves:
<https://www.rya.org.uk/knowledge/safety/look-after-yourself/cold-water-shock>
<https://rnli.org/safety/know-the-risks/cold-water-shock>

6. New Members

- a. Prospective members must attend a New Members meeting to meet the Membership Committee. The annual Open Day (if one is held) shall constitute a new Members' Meeting for these purposes. There will be no new members meeting in December. New members shall register with the Club's membership management system and complete all relevant information about themselves (contact details, eligible family members, any sailing qualifications or other skills, preferred duties etc) and complete the declaration of compliance with the Club constitution and byelaws. Except as described in 6(b) the joining fee for all members, except Temporary members, shall be as decided at the AGM. Temporary and Cadet Members shall not be required to pay a joining fee. The Executive Committee shall consider the application no later than its next following meeting.
- b. In order to support recruitment initiatives, the executive committee may from time-to-time waive the club joining fee for specific events (such as the annual Open Day) and specific marketing initiatives. Any waiver of the joining fee must be proposed, and the parameters of the waiver set out, to the executive committee at least one month prior to the waiver commencing. The proposal must contain a start and end date and include the participants and/or event it is intended to cover.
- c. In the event of the application being accepted, the person will be advised accordingly, and settlement of joining and membership fees will be requested prior to a membership pack being issued.
- d. The Club is exempt from registration under the Data Protection Act 1998 and as such is not required to obtain consent from individual members to the holding of relevant personal data in electronic or manual format. However, in order for the Club to administer its affairs efficiently and accurately, personal data supplied by members is retained as electronic and manual records. Direct access to these records is restricted to those officers of the Club identified in the club's Data Protection Policy as updated from time to time, and relevant details will only be supplied to third parties in order to meet Harbour Board or legal obligations.
- e. It is a requirement of all Club members to provide details of changes to any personal data relevant to Club records (i.e. name, address, telephone number, family or dependents, email or other contact details)



- f. Neither the Club nor any of its members shall be liable for any loss or damage howsoever caused resulting from the rejection of an application to join the Club. The completion of an application shall be accepted as an agreement by all the persons named on the form to abide by the Constitution and Byelaws.
- g. For individual members joining before the year in which their 26th birthday falls and for Family members joining before the year in which the 26th birthday of the younger partner of the couple falls, the Club entrance/joining fee will be waived.

7. Visitors and Guests

- a. Members may introduce up to four guests at any one time. The Visitors' Book must be completed with the name and address of the guest(s) and be signed by the introducing member. Any member introducing a guest will be held responsible for the conduct and behaviour of the guest during the period of his/her stay on the premises.
- b. Unaccompanied Visitors. Such facilities as are available will be freely extended to all visitors who arrive by sea.
- c. All other visitors who wish to use the Club in any way will be offered temporary membership subject to Constitution Rule 14(d) and 16(c).
- d. The Club may from time to time organise Cadets on the Water sessions for Cadet Members and children/grandchildren aged 8 and above covered by a Family membership. Cadets on the Water sessions may not be attended by children who are not recorded on a Family or Cadet membership except as set out below:
 - i. Children of Individual Members aged 8 and above may attend up to 3 Cadets on the Water sessions as Temporary Members before the membership is changed from Individual to Family Membership.
 - ii. Children of non-members aged 8 and above may attend up to 3 Cadets on the Water sessions as Temporary Members before their family applies for Club membership.
 - iii. If weather conditions or other reasons have made sailing difficult, the Cadet Captain may at their discretion allow Temporary Members to attend further sessions.
 - iv. Once a family has asked to attend a New Members Meeting, then the children can continue to attend as guests until the membership application has been accepted or rejected by the Executive committee.
 - v. Acceptance of Cadet Temporary Members at a Cadets on the Water session is subject to the current maximum number of Cadets on the water not being exceeded for each session.
 - vi. Parents or Guardians of Cadet Temporary Members will be required to provide their and their children's details and sign the standard form of indemnity in respect of their children as a condition of participation.



8. Club Fees and Subscriptions

- a. The Financial Year shall run from 1st November to 31st October
- b. Subscriptions shall fall due on 1st March.
- c. For Individual members joining or renewing before the year in which their 26th birthday falls and for Family members joining or renewing before the year in which the 26th birthday of the younger partner of the couple falls, the Club membership subscription will be reduced by 65%. Note that the full amount of Club duty is still required to be undertaken by such members. New membership applications completed between 1st July and 31st December may be charged reduced rates as determined by the Executive Committee.
- d. Members who have not paid their annual subscription by 1st April will be resigned automatically and must re-apply for membership as for new members. This penalty involves the forfeiture of mooring and compound space and the payment of the current joining fee.
- e. The following fees shall be charged in addition to Club subscriptions:
 - i. Compound charges, payable at a rate decided at the AGM payable annually with subscriptions.
 - ii. Cruiser Winter Lay-up charges, at rates decided at the AGM payable on receipt of invoice.
 - iii. Cruiser Tender Compound charges at rates and payable as (i) above.
 - iv. Harbour Board Compound charge for boats normally kept in the compound but exempting certain boats for which the Langstone Harbour Board grants such an exemption. Payable to the Club at rates governed by the Harbour Board.
 - v. Mooring fee payable to the Club at rates governed by the Harbour Board, including any “sinker charge” payable in the circumstances outlined in Paragraph 10.2(u) .
 - vi. Compound fee for road trailers or cradles stored in the compound during the summer months, at rates decided at the AGM.
 - vii. Cruiser Summer Fitting-out charges payable, at a rate to be decided at the AGM. Payable on receipt of invoice.
 - viii. Kayak storage, charged at a rate to be decided at the AGM. Payable annually with subscriptions.
 - ix. Rowing Gig & rowing skiff storage, charged at a rate to be decided at the AGM. Payable annually with subscriptions.
- f. In determining whether any member has paid their annual subscription for the forthcoming year, any payments received from that member shall first be treated as having satisfied any outstanding amounts due in respect of any membership subscription, any fee itemised in subparagraph (e) above, and any levy itemised in Paragraph 7 below. Payments shall first be applied to any outstanding amounts from previous membership years, then to any maintenance levy payable, then to subscriptions, fees and levies for the forthcoming year.
- g. Keys to the Club premises will be issued to members after payment of the deposit decided by the Executive Committee. This deposit will be refunded upon the return of the key.
- h. Keys must be given up if the member resigns or ceases to be a member. In such cases the deposit paid will be refunded.
- i. All keys remain the property of the Club. The Executive Committee may make a full investigation into the loss before a lost key is replaced.



9. Levies

- a. The Executive Committee may recommend to the AGM that a levy not exceeding 100% of the subscription should be imposed on all members. The proceeds of such a levy shall be devoted exclusively to the development programme of the Club. The Executive Committee, in assessing the amount to be levied, shall take into consideration the long term development programme and not solely that of the forthcoming year.
- b. Club Duty Levy - this to be charged at a rate decided at the AGM. This levy will apply to one individual of class (a), (c), (f) & (g) memberships. Senior members (f) & (g) will cease to be liable for this levy in the membership year following the original applicant reaching the age of 70. There is an exemption from this Levy for Committee members and other appointed persons listed in 1 (b). This levy may be discharged by the membership fulfilling club duties or maintenance for a number of hours decided by the Executive Committee. Applications for exemption from this Levy will be considered by the Executive Committee on an individual basis in the light of personal circumstances.
- c. A member who fails to attend a rota'd club duty, intended to contribute towards that member's duties, shall be deemed to have forfeited that maintenance, and at the discretion of the Executive Committee may be fined up to four hours duty in recognition of the inconvenience caused.

10. Use of Club Premises

- a. The Executive Committee will be responsible for managing Club Premises, within the terms of the Lease and Club Policy, in such a manner as to further the principle objectives and financial security of the Club.
- b. No person other than Members and their guests are entitled to use the premises.
- c. The Executive Committee reserves the right to refuse admission to Club property and buildings any boat or other item if it considers it to be in the interests of the Club to do so.
- d. The Club does not accept responsibility for damage or loss of property brought into the Club premises howsoever occasioned.
- e. Members and guests using the Clubhouse and premises shall not leave food, wrappings, bottles etc., behind upon departing.
- f. Members may request the use of Club Premises for a function and must comply with such terms and conditions as may from time to time be laid down by the Executive Committee.
- g. No person other than approved Club Member over the age of 18 may serve behind the Bar. When the Club Bar is open, only drinks purchased from the Bar, the tea and coffee table, or provided by the Club at social functions may be consumed in the Clubhouse. Members hiring the Club for a private function may, by prior arrangement, supply their own wine subject to a corkage charge.
- h. Members and guests attending a function must not park cars inside any perimeter fence of Club premises.
- i. Motorised vehicles or bicycles must not be taken into the Clubhouse. Motorised vehicles must not be parked within the Clubhouse Compound. The Executive Committee may, exceptionally, waive this Rule for individual members.
- j. Cars must be parked, whenever possible, in the area provided for Club parking. When space is available, cars may be parked in the Tender area of the compound but must not impede



the tractors, hoist or use of the compound by other members. Cars are not permitted to enter the sailing dinghy area of the compound.

- k. The Club workshop may be used by members at the discretion of the Bosun.

11. Use of Club boats

- a. The Sailing Committee shall be responsible for the management of use of the Club boats, but not their maintenance, which shall remain the responsibility of the Bosun's Committee, in such a manner as to further the principal objectives of the Club. The Sailing Committee shall prepare and maintain up-to-date a Club Boat Usage Guide to be posted in the Sailing Documents in the Club website.
- b. The Club Boat Usage Guide shall cover the use of the Club dinghies, patrol boats, and the Club committee boat "Bruce".

12. Rules Governing Vessels Allowed on Club Premises or Moorings

12.1 General

- a. All boats on Club moorings, in the dinghy park, or launched from the Club slipway must hold and display a current valid Langstone Harbour Board harbour licence sticker where required by LHB byelaws, and while afloat must comply with all LHB byelaws including Third Party insurance. Permits for boats (both club compound and LHB licence) will only be issued upon confirmation by the member that they hold a current Third-Party Insurance of not less than £2,000,000 that also covers the vessel whilst being moved, lifted, recovered by mechanical or other methods. For these purposes in order to comply with Langstone Harbour Board byelaws "boats" shall include kayaks, windsurfers, stand-up paddle boards and any other form of vessel designed to carry persons on water. These permits will be renewed annually on payment of Club subscriptions. The charge for a boat permit is to be decided at the AGM.
- b. The granting of a permit shall not render the Committee or members of Tudor Sailing Club liable for any loss or damage to the boat or equipment howsoever occasioned whilst on Club premises or moorings.
- c. When a member changes boats, subject to the agreement of the Bosun and informing the Secretary, and settling any price increase in compound rates, Tudor SC compound permits may be transferred to the new boat. Langstone Harbour Board permits may, at the discretion of the Harbour Master, be replaced with a new permit on production of the old permit removed from the original boat. Replacement of LHB permits will only be allowed once in a year and is subject to change in line with LHB rules. Neither Tudor nor LHB permits can be transferred to a new owner.
- c. Members having more than one boat will be required to apply for a permit for each boat. In the case of a boat normally kept on an approved mooring during the sailing season a permit may also be applied for and issued for a dinghy not less than 2.35 metres and not greater than 3.65 metres in length, used as a tender to the moored craft. Tenders will be stored in the tender area of the compound, and must be fitted with a removable bung which ensures that water drains completely from the vessel. Tenders will incur compound charges as



- approved in Annual General Meetings. To satisfy harbour bye-laws tenders over 3.0 metres must also apply for a Langstone Harbour Board small craft licence.
- d. Tenders exceeding 3.65 metres in length will be charged at the rates approved in Annual General Meetings for a sailing dinghy of similar size, will incur a Langstone Harbour Board Licence fee and will be kept in the dinghy area of the compound.
 - e. Boats shall not be brought into Club compounds or placed on moorings without the written consent of the Bosun and completion of the relevant boat form on the online Membership system.
 - f. If a new or existing member wishes to introduce a sailing dinghy into the dinghy park the craft:
 - i. shall not exceed 5.8 metres overall (inclusive of boat, all gear, trailer/trolley). Exemptions to this may be considered by the Executive Committee on a case-by-case basis.
 - ii. shall be a monohull without outriggers or floats of any kind.
 - g. If a new or existing member wishes to introduce a rowing skiff or rowing gig into the dinghy park the craft:
 - i. shall not exceed 5.8 metres overall (inclusive of boat, all gear, trailer/trolley). Exemptions to this may be considered by the Executive Committee on a case-by-case basis.
 - ii. shall be a monohull without outriggers or floats of any kind
 - h. Except in emergency, or for momentary use, moorings and compound spaces may only be lent or borrowed subject to the requirements specified by the Bosun Committee, having first applied in writing. Members involved will be required to agree and sign a disclaimer.
 - i. **Unauthorised Vessel Fees:** any unauthorised vessel, trailer or cradle on the club premises or a Club mooring will be charged the standard overstay (additional lay-up) fee determined annually by the Executive Committee.
 - j. Upon receipt of a member's payment for a mooring or compound space, the Club licenses the member to moor or park their boat in the mooring or space allocated to them from time to time until the expiry of the relevant subscription. The member does not acquire any additional rights to the mooring or land from this transaction.

12.2 *Moorings*

- a. If a new or existing member wishes to introduce a boat on to Club moorings the craft:
 - i. shall be a monohull without outriggers or floats of any kind.
 - ii. shall not be longer than 10 metres Tudor Boat Length, with a maximum permissible draft of 1.22 metres, except for a maximum of 7 boats allocated to trot moorings which may be a maximum of 11 meters Tudor Boat Length with any draft subject to the hoist and layup restrictions outlined in 10.6. Applications will be decided by the Bosun's Committee. The definition of Tudor Boat Length (TBL) shall be from the stemhead to the aftermost point of the hull or anything in the normal moored, stowed position, attached to the hull. Acceptance of a Club mooring places upon the Mooring Holder a mandatory obligation to comply with any properly taken, minuted and communicated instruction of the Executive or Bosun's Committee designed to remedy damage or hazard to the boat(s) of a fellow member(s).
 - iii. shall not be a power-driven planing hull.



- iv. shall in the opinion of the Executive Committee be seaworthy and of reasonable upkeep and appearance.
- v. shall if having a single keel, not have a Beam to Draught ratio of less than 3:1, where Beam is the widest part of the vessel measured at the waterline and Draught is the deepest part of the vessel below the waterline.
- b. Mooring holders will have the right to use their allocated mooring as long as their membership continues and so long as they comply with Club Rules. In order to maintain the accurate placement of mooring blocks, any alteration to an allocated mooring must receive written approval of the Bosun's Committee in respect of specification and execution of the necessary work.
- c. When a change of vessel or owner is proposed for any mooring this shall be notified to the Mooring Bosun who will advise an **Allocation in Principle**. Before a new vessel can be offered an **Allocation in Principle**, the characteristics of it, as well adjacent members vessels and the seabed will be assessed; this will be reported at the next Bosun's Committee All neighbouring mooring holders are to be notified by the Moorings Bosun after making an **Allocation in Principle**.

The Bosun's Committee shall review the reasoning used to provide the Mooring **Allocation in Principle** considering neighbouring vessels and the sea bed. Their observations will be minuted and they will amend, reject, or **Confirm Allocation** of the Mooring.

If **Notified** mooring holders have an **Objection** on technical grounds, they must petition the Bosun's Committee in writing within 28 days of being **Notified**. The Bosun's Committee will then reconsider the change and advise the owner and objector in writing of their decision.

- d. In the case of a boat in shared ownership,
 - I. all part owners must be existing members of Tudor Sailing Club. One of the owners must be nominated as the responsible person for all matters relating to the boat and its mooring.
 - II. Where any vessel is jointly owned and one or more shareholders leaves the ownership the remaining shareholder(s) should establish the tenure of the current mooring allocation as follows:
 - III. where the remaining shareholders have been recorded as owners for the same length of time as the shareholder leaving then they shall be entitled to retain the current mooring
 - IV. where the remaining shareholder(s) have been recorded as owners for less time than the departing shareholder the following applies:
 - i. for remaining partners who have been in the partnership for three or more years they shall be entitled to retain the current mooring
 - ii. for remaining partners who have been in the partnership for less than three years they shall be require to apply to the Bosun for a new mooring allocation
- e. Waiting lists for moorings will be kept up to date by the Bosun's Committee and displayed on the Club notice board and Website. There will be a waiting list for first time allocation of moorings and one for members requiring a change of mooring. **Existing Members** on the waiting list for a mooring change will have priority over those on the list for first time allocation.



When the Mooring Bosun advises an eligible **Existing Member** of newly available mooring(s) they must **Register Interest** within 14 days of notification. An **Allocation in Principle** can then be made if appropriate, considering neighbouring boats and the seabed.

- f. Applications for moorings must be made through the Club's online membership system. **Allocation in Principle** will be made in order of receipt of application.
- g. Upon **Confirmed Allocation** of a mooring, the member has 28 days to accept and pay for that mooring or that mooring will become available for reallocation.
- h. Members shall ensure that each boat or tender kept stored or laid-up by them in the Club dinghy park or on moorings shall be clearly identified on the hull with the name of boat and in the case of tenders, the words 'Tender To' or 'TT' followed by the boat's name. In addition, boats and tenders in the compound must display clearly, during the time of its validity, any identification mark issued by the Club. Members shall further ensure that trolleys, cradles and boat covers are also marked with either the owner's name or the name of the boat to which they relate.
- i. Except in emergency, or for momentary use, moorings and compound spaces may only be lent or borrowed subject to the requirements specified by the Bosun's Committee. A loan of mooring application form must be completed and signed by both parties and submitted to the Bosun.
- j. The Bosun's Committee will be empowered to relocate, impound or otherwise secure any, boat tender or trolley which
 - i. does not comply with the requirements above within the time limit specified in any notice given by the Bosun's Committee to the owner.
 - ii. is considered by the Bosun's Committee to be in an unseaworthy condition or serious state of neglect, the owner be asked to remove the vessel from the compound or mooring and reapply to the Bosun's Committee for a new dinghy or mooring allocation when the vessel has been repaired.
- k. Any boat so relocated, impounded or otherwise secured shall remain so until the said regulations have been complied with or necessary work to the vessel has been carried out and a release fee, the amount of which shall be decided by the Executive Committee, has been paid.
- l. Regarding vessels that collide with each other when on the moorings. If after all advice/suggestions have been exhausted and no other alternative solutions are available to the boat owners, the offending incoming vessel involved will be moved to another mooring but will not be advantaged in the move, but may be disadvantaged due to availability and be set back, and will have to reapply for a new improved mooring.
- m. The Club may terminate the membership of any member who fails to comply with any notice served under paragraph 10.2j above.
- n. Where in the opinion of the Executive Committee, the ownership of a boat, tender, trolley or cradle cannot be established after reasonable enquiries, or where a boat, tender, trolley or cradle belonging to a lapsed member remains in the Club dinghy park after notification has been given to the owner, or all reasonable attempts to deliver such notice have been made, the Club shall be empowered by Executive Committee decision, to sell or otherwise dispose of the said boat, tender, trolley or cradle. In the case of sale, the Club shall deduct any expenses incurred from the proceeds thereof. Where the boat has been disposed of other than by sale, the owner shall be liable to reimburse the Club for any expenses incurred in the course of such disposal.



- o. Owners of any vessels which appears to have not been used for 12 months (i.e. Club membership year from 1st March to 28th/29th February) will be required to show good reason for non-use or that the boat has in fact been used. Failure to satisfy the Executive Committee may result in the owner being required to remove the boat from the Club.
- p. Persons renewing or applying for membership shall authorize the Executive Committee to deal with any boat, tender, trolley or cradle owned by the said person, in the manner set out in this Bye-law.
- q. All boats, tenders, trolleys or cradles must be either in their allocated space or mooring. They are not permitted elsewhere on Club premises or on the beach adjoining the Club property except as provided by these Bye-laws. Trailers, trolleys, cradles and other laying up gear which have not been allocated a summer compound space must be removed from the compound within one week of launching the boat to which they belong. Items not removed within this time limit will be charged at a weekly rate to be decided by the Executive Committee.
- r. Members who resign from membership must vacate their allocated mooring or dinghy park space. If the mooring chain is removed the sinker is to be marked. Sinkers are to be left in place.
- s. If a boat permit is not renewed the mooring or dinghy park space must be vacated promptly, as in paragraph (m) above.
- t. Unauthorised vessels on Club moorings may be removed by the Harbour Master if so requested by the Executive Committee, the Harbour Master will charge for this.
- u. A member who disposes of a moored boat may retain their mooring for the season following that in which the disposal takes place. To retain the mooring, the member must pay to the club the “sinker charge” for the provision of the mooring exclusive of the licence fee for the boat moored thereto, a LHB mooring licence of the relevant class must be obtained and the mooring re-occupied no later than 31 July during the second-following season. After that the mooring space will be re-allocated.
- v. Mooring holders must maintain their allocated mooring to minimise the risk of breakage of mooring gear by regular inspection and renewal as necessary, to the Club standard as dictated by the Bosun’s Committee.
- w. In order for mooring holders to qualify for winter storage in the Tudor Sailing Club compound, the following has to apply - All members who have been allocated a Club mooring must use that mooring during the sailing season (March – October) of each year when the boat is not in use. This applies to all vessels unless deemed sick and away for repair, providing the owner has informed the Bosun’s Committee of this in writing. If the owner is going on an extended cruise, the Bosun’s Committee should again be informed.
- x. Boats which are not dinghies or tenders and are not kept on a Tudor Sailing Club mooring do not qualify for winter storage in the Tudor Sailing Club compound

12.3 *Dinghy Park*

- a. The Bosun may where necessary to make best use of dinghy park space, re-allocate spaces, informing permit holders either verbally or in writing of this change.
- b. Permit holders of dinghy park spaces are to keep their allocated space clear of rubbish and weeds.
- c. All members are required to secure boats in the compound against capsize.
- d. Old tyres will not be brought on to the Club premises under any circumstances



- e. Summer Dinghy Space may be offered to a member when no annual compound space is available. This is offered on the strict understanding that the dinghy will be removed before the Autumn compound reorganisation unless a space is allocated during that season and the additional winter storage has been invoiced. Beyond this date, the dinghy will be deemed to be unauthorised, charged accordingly and the Bosun may relocate the dinghy. Boats may not be returned to the compound for the next summer season before the Spring compound reorganisation. Existing members with allocated dinghy spaces may opt to store their boats throughout the summer season only on the understanding that the dinghy must be removed before the Autumn compound reorganisation and not returned before the Spring compound reorganisation. Members who remove their boats for the winter will need to advise the Dinghy Compound Bosun in advance of the intended date of return so that a space can be allocated for it. Members will not necessarily be allocated the same space for subsequent years.
- f. A member changing dinghies may apply in writing to the Compound Bosun for a temporary space during the transition process. If granted, up to two weeks will be afforded to remove the boat, after which the dinghy will be deemed to be unauthorised, charged accordingly and the Bosun may relocate the dinghy.
- g. Owners of any vessels which appears to have not been used for 12 months (i.e. Club membership year from 1st March to 28th/29th February) will be required to show good reason for non-use or that the boat has in fact been used. Failure to satisfy the Executive Committee may result in the owner being required to remove the boat from the Club.
- h. Kayaks are permitted to be stored in the dinghy compound on the kayak rack or on top of an existing dinghy, subject to a request being made through the online membership system, completion of the dinghy form including confirmation of third party insurance, and approval by the bosun. No charge will be made for Kayaks that are stored on top of and within the footprint of an existing dinghy. Kayaks stored on the rack will be charged in accordance with by-law 6, (e) viii.

12.4 *Craft on the Club Foreshore*

Boats are not allowed to moor off or tie up to the sea wall for longer than 48 hours. The Public Footpath must not be obstructed in any manner.

12.5 *Use of Slipways and Trolleys*

- a. Use of these facilities must be booked through the Bosun for boats with a length (including trailer) greater than 5.35 metres.
- b. Users will be responsible for any damage done to Club equipment, or injury caused to other Club members by their negligence. Members using Club equipment to launch or recover vessels must comply with guidance detailed in any risk assessment compiled to minimize the risk of injury or accident associated with the identified hazards. All vessels must be covered by appropriate insurance whilst being moved or stored on Club premises.
- c. **With the exception of club tractors and the SSAC launching vehicle, motor vehicles are NOT allowed on the slip for the purpose of launching or recovery of boats or any other purpose, this is only permitted in exceptional circumstances with prior arrangement with the Bosun.**



During this process motor vehicles must not be left unattended by the driver. The sole exception to this rule is **for emergency service vehicles and** for the emergency recovery of a vessel damaged and in imminent danger of sinking.

- d. Launching trolleys and related launch/recovery gear must occupy the slip for the minimum possible period.
- e. Unattended dinghy launching trolleys are NOT to be left on the concrete slipway or approach roads.
- f. The Club road trailer, all plant, Club boats and other equipment may be used only by prior arrangement with the Bosun's Committee. This may be a standing arrangement.
- g. Motorised Plant may only be driven by Club authorised drivers. .
- h. Use of Scrubbing Posts, and use of the slipway for scrubbing off or any other purpose, is only by prior arrangement with the Bosun and for a maximum period of 24 hours. Boats using the Scrubbing Posts must be secured to and lying against both posts at all times. No boat so secured must be left unattended whilst there is water around the boats' keel or blocks placed beneath the keel.
- i. Boats using the slipway must be grounded on side of the slipway and parallel to the edge so that launching and recovery of other boats is unimpeded. Boats grounded on the slip must not be left unattended whilst there is water around the keel or blocks placed beneath the keels.
- j. All debris and litter must be cleared from the slip immediately upon completion of the operation.
- k. Club Mooring - this mooring may be used by members for loading, unloading or awaiting a tide for a maximum of 24 hours. This is a 'Trot' mooring and boats must be moored fore and aft to prevent interference with the dredger's movements.

12.6 *Use of Tractor & Boat Hoist*

- a. All members that have a Club mooring and wish to bring their vessel ashore are required to use the Club hoist to launch and recover, with the exception of existing members who own smaller vessels and recover/launch directly onto/from their own trailers. All vessels will be lifted only by prior arrangement with the Bosun's committee and taking into account slipway byelaws.
- b. Outside the scheduled launch weekend, all bilge keel boats must dry launch. Exceptions may be made with the advance agreement of the Bosun.
- c. Boats that are over 3.4m beam, 10 tonnes gross weight or 1.22 meters draft are too large to be moved by the club hoist; they will not be permitted to be brought ashore into the compound using any means and must make alternative arrangements for layup.
- d. Members using the tractor and hoist to recover or launch their vessel will be responsible for washing down the equipment after use. To minimise corrosion this shall be done as soon practicable after the vessel has been safely positioned and will take priority over further work on the vessel.
- e. All Club members using the tractor and hoist will abide by the Tudor Sailing Club Health and Safety guidelines related to the lifting of any vessel.
- f. Any damage that is caused as a result of using the tractor and hoist to either club premises or vessel(s) must be reported in writing by the vessel owner and driver of the tractor.

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- g. All Club members using the tractor and hoist must have appropriate insurance that includes the recovery and re-launch of the vessel.



12.7 Fitting Out

- a. The fitting out (laying up) season shall be from one month prior to the yacht hoist lift out weekend or 1st October whichever is the earlier, until the yacht hoist lift in weekend. All winter lay-up boats must be out of the compound on or before that date.

12.8 Laying Up Charges

- a. Any boat normally kept on a mooring which has not been removed from the compound by the end of the laying-up season will be charged an additional laying-up fee as determined by the Executive Committee.
- b. Summer season fitting out for a planned program of maintenance may be granted to a limited number of boats at the Bosun's discretion by application to the Bosun. Applications must be received by the Bosun by the 28th February to be considered at the March meeting of the Bosun's committee.
- c. If a member is unable to launch their boat due to serious illness, does not wish to sell the boat, and anticipates being able to launch the boat at a future date, then the Executive Committee may give permission for the boat to remain in the compound for an additional agreed time at a fee as determined annually by the Executive Committee. The member must give the bosun updates on their health when requested.
- d. If a member is unable to launch their boat due to infirmity or serious illness, and wishes to sell the boat, then the Executive Committee may give permission for the boat to remain in the compound for an additional limited time at no cost, providing that:
 - a. A realistic sale price is agreed with the Bosuns Committee;
 - b. It is advertised on a suitable website, e.g. Apollo Duck, eBay or an owner association website;
 - c. The price is reviewed by the Bosuns Committee on a monthly basis if the boat fails to sell.
- e. In exceptional circumstances, the bosuns committee may offer to assist with the sale of a boat and will agree a reasonable charge in advance with the member for so doing.
- f. A sick boat is a vessel belonging to a Club member that needs to be brought ashore to effect unexpected repairs.
 - i. Except in emergency, prior written permission shall be obtained from the Bosun
 - ii. No summer layup fees will be payable for the first 4 weeks, after which normal summer layup fees will apply.
 - iii. No fees are payable for the recovery or relaunch.
 - iv. The member will provide the Bosun with a written schedule of work within 7 days of the boat being brought ashore and must keep the Bosun informed of progress in writing at least monthly.
 - v. Repairs must be completed in a timely fashion.
- g. In all cases, summer layup fees will become due if the Bosun's Committee determine that the period ashore has become excessive giving due consideration to the nature of the required repairs and circumstances.
- h. Appeals may be made to the Executive Committee by writing to the Secretary.

12.9 Laying Up



- a. Only those boats occupying paid-up Club allocated moorings will be allowed ashore for laying up, save that:
 - i. Current or prospective members may apply late in the season to bring a boat into the compound over-winter. This may be allowed if the Bosun and Executive Committee satisfies themselves that the member intends to keep the boat on an allocated mooring ongoing. The owner must pay for a mooring for the current season prior to bringing the boat ashore.
 - ii. Members may not routinely keep their boats elsewhere during the summer and use the Tudor Compound for winter storage.
- b. This facility is subject to considerations of safe handling of vessels whilst ashore.
- c. Allocation of Cruiser Lay-up Space
 - i. Lay-up space will be allocated by using the following formula, with the highest number having greatest priority:
 - a. number of year's membership added to total number of years a mooring has been held.

In the event of a tie, number of year's membership will take precedence.
 - ii. The Bosun's Committee will assess which vessels may be at risk of not being allocated lay-up space and advise the members concerned.
 - iii. The Bosun's Committee members present at the time of recovery may make the best use of the space available, subject to 9.7.c(i).
 - iv. Neither the Club nor any other member will be liable in the event that a vessel cannot be accommodated.
- d. The Bosun is authorised to move/relocate any boat in the compounds. Boats that lay-up prior to and after the designated nominal lay-up period and boats overstaying are more likely to be moved. All boat owners are to keep their boats in a state that allows such movement at all times; where movement is not possible, the Bosun's committee must be informed to avoid possible damage. Owners will be contacted where possible to advise of the move and the appointed time.
- e. Pressure washers and hosepipes with spray attachments may only be used in the compound between the start of the fitting out season and 1st January.
- f. Sails must be removed when ashore.
- g. Members must disconnect power cables from the Club power supply when vessels are unattended.
- h. Owners must ensure that stands, cradles and trailers are safe and in a suitable condition for the size and style of yacht. If legs are available these must be fitted to boats to help stabilise in high winds. Any boat-support trestles must be attached fore and aft, again to assist in stability.

13. Notice Boards

- a. The notice boards are only to be used by Club Officers.
- b. Private notices of sale (maximum A5, showing the date on which they are first displayed) may be displayed for a maximum period of 3 months if of a nautical nature. Any defacement of notices will be dealt with under Bye-law 12.

14. Offensive Conduct



An officer of the Club shall have the power to order any member or guest committing an offence which is deemed contrary to the Code of Conduct to leave the Club premises. The case will then be dealt with under Bye-law 13.

15. Disciplinary Hearing, Action and Suspension of Membership

- a. Where a member is alleged to have committed an offence contrary to the Code of Conduct, the Disciplinary Procedure will be followed.
- b. Where the matter is dealt with by the Disciplinary Committee, the Disciplinary Committee has full authority to impose the following penalties on members where complaints are upheld: Verbal Warning, Written Warning, Final Written Warning, Suspension of Membership or from participation in particular club activities (e.g. racing), Expulsion.

16. Audio, Video and Electronic Games Equipment

Personal electronic, computer and communication devices may be used on Club premises providing it does not affect another member's enjoyment of the facilities or cause the Club to be in breach of the Performing Rights Act. Members are kindly requested to turn their mobile phones off or switch them to silent/vibrate mode whilst in the clubhouse. If a member receives or wishes to make a call, then they should use the entrance foyer or walk outside to carry out their conversation.

17. Affiliate Group Membership –

- a. Members of selected local sports clubs are offered Affiliate Group Membership for social events and regattas. A list of these groups will be recorded in the executive committee minutes and reviewed from time to time. These groups will be able to use the bar, clubroom and attend social events and regattas only. The groups listed are not eligible for storage, club keys and are not subject to the conditions detailed in the rest of byelaw 16.
- b. Members of Affiliate Groups will have the following privileges in respect of membership of Tudor Sailing Club:
 - i. To use Tudor Sailing Club premises for the storage, launching and recovery of boats for the Group's activities, and to use changing facilities in connection with these activities
 - ii. A maximum number of 30 group members to be on the premises at one time
 - iii. To store the group's boats on Tudor Sailing Club premises as agreed in advance and in a manner directed the Executive Committee.
- c. Members of Affiliate Groups will be subject to the following specific conditions of membership of Tudor Sailing Club:
 - i. To pay a Group Membership fee annually. This fee is to be set by the Executive Committee
 - ii. One Affiliate Group Member will become the contact for membership and administration purposes. This person will act in loco parentis for Affiliate Group Members under 19 years of age. This person will also take full responsibility for the Affiliate Group Members equipment whilst on Tudor Sailing Club premises. This



responsibility will include the number of and competence of instructors, and the suitability of and safety of participants and equipment. The Club will not be responsible for any accident or injury however caused to any member of the Affiliate Group Members ashore or on the water.

- iii. To limit the activities of the Affiliate Group Members to times agreed with the Executive Committee. Affiliate Group Members must only be on Tudor Sailing Club premises during Affiliate Groups activities.
- iv. To keep an attendance register for each period of Affiliate Group activity. This register to be made available to the Executive Committee on request.
- v. To provide evidence of adequate insurance as agreed with the Executive Committee. This insurance to provide indemnity to Tudor Sailing Club against any public liability claim arising from Affiliate Group Members presence or activity on or associated with Tudor Sailing Club premises.
- vi. Keys will be provided only to designated representative group members or to any adult Affiliate Group Members who hold Individual or Family Tudor Sailing Club membership. One of these key holders must be on Tudor Sailing Club premises at all times in which Affiliate Group Members are present.

18. Pets

- a) Members must keep their dogs on leads and under control whilst visiting club premises.
- b) With the exception of assistance dogs, pets are not permitted on any lawned area.
- c) Dogs are permitted in the compounds and on the patio outside the clubhouse, they are not permitted in the clubhouse or race box.

19. SSAC Club Group Membership

19.1 Allowed Privileges

The Southsea Sub-Aqua Club (SSAC) and its members will have the following privileges in respect of membership of Tudor Sailing Club (TSC):

- a) To use TSC premises for their club nights (including ad-hoc training), committee meetings, AGM and SGM.
- b) To store their RHIB and one vehicle on TSC premises in a manner directed the TSC Executive Committee.
- c) To book the Club House for larger training events and other occasions.
- d) For SSAC members to attend Tudor Sailing Club events and to use the bar when it has been opened by TSC.
- e) For SSAC members to join TSC as individual or family members on a discounted rate.



19.2 Specific Conditions

SSAC and its members will be subject to the following specific conditions of membership of TSC:

- a) To pay a Group Membership fee annually. This fee is to be set by the TSC Executive Committee.
- b) To pay compound storage fees annually. These fees are to be set by the TSC Executive Committee.
- c). The TSC annual membership year runs from March to February. The Group Membership and Compound Fees will be pro-rated in the year of joining to the 1st of the month in which SSAC is admitted as a Group Member. The fees may be paid annually by Bank Transfer or in monthly instalments by Standing Order. TSC will provide SSAC with an invoice including payment details.
- d) The SSAC Membership Secretary will act as the primary contact for membership and administration purposes. The SSAC Chair will take full responsibility for the SSAC group and its members and equipment whilst on TSC premises. TSC will not be responsible for any accident or injury however caused to any member of SSAC ashore or on the water.
- e) SSAC will notify TSC of up to four and no less than two additional committee members to be secondary contacts should the primary contact be unavailable.
- f) SSAC will limit its club nights, committee meetings, AGM and SGMs to days and times agreed with the TSC Executive Committee.
- g) SSAC will make booking requests for larger training events to the TSC Social Secretary, and, once agreement has been reached, pay the then current club hire fee and cleaning fee in advance of the event. TSC reserves the right to charge SSAC for the cost of making good any damage or breakage sustained during such an event.
- h) SSAC will provide evidence of adequate insurance as agreed with the TSC Executive Committee. This insurance to provide indemnity to Tudor Sailing Club against any claim arising from SSAC presence or activity on or associated with Tudor Sailing Club premises to the value of £5,000,000.
- i) Keys will be provided for up to 5 SSAC committee members. One of these key holders must be on TSC premises at all times in which SSAC members are present (excluding TSC events). A deposit for each key must be paid, which will be refunded on return of the keys. Lost keys will need to be replaced by paying a new deposit. TSC will provide SSAC key holders with the security codes for opening the bar and general instructions on the club security system.
- j) SSAC may open the bar during any of their events provided someone who has received training in the operation of the bar, the Square system, and the club security system opens it. SSAC must keep a record of the people who have operated the bar.
- k) SSAC members may purchase drinks and bar food using the normal TSC bar prices (higher event prices will apply for all attendees at events booked using the club booking request

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process). TSC will be responsible for the provision of stock and will retain all income and profits arising. Purchases must be made through the Square system and paid by card, with a minimum charge of £1. No cash may be accepted.

l). SSAC may launch and recover their RHIB from the Tudor Slip Way by prior agreement with the TSC Bosuns. Launch and recovery will not be possible during TSC Regattas, Open Days, cadet evenings, or periods when cruisers are being launched or recovered.