

## Helensburgh Sailing Club - Club Management Policy

This document must be read in conjunction with the Club Constitution, as registered with OSCR. The General Committee may at any time make amendments to this document as judged necessary to ensure the safe and efficient operation of the club, these amendments to be subject to approval or otherwise at the next General Meeting of the club. The sole exception to this retrospective approval is in respect of item 3 which addresses membership classes, where prior approval at a General Meeting is required.

### 1. Club Philosophy

Helensburgh Sailing Club wholeheartedly supports the principle of equal opportunities in sailing and opposes all forms of unlawful direct and indirect discrimination on the grounds of colour, race, religion, ethnic origin, nationality (including citizenship), gender, sexual orientation, age, marital status or disability. To this end within the framework of the law, we are committed, wherever practicable, to promoting and facilitating access to our club and sailing. The Club is fully committed to safeguarding the welfare of all children and vulnerable adults in its care. Responsibilities for promoting safe practice and protection from harm, abuse and exploitation are set out in the "Governance" section of the HSC website – [www.helensburghsailingclub.co.uk/Governance](http://www.helensburghsailingclub.co.uk/Governance) - where the Club's adoption of the RYA policies for safeguarding children and adults is documented. All members of the club should follow the good practice guidelines contained within these policies and agree to abide by the Club Code of Conduct contained within them.

### 2. Burgee and Ensign

The Burgee of the Club shall be a White Pennant with "The Comet's" flywheel represented on it in black, and the ensign shall be the British Red Ensign.

### 3. Membership Classes, Conditions, Voting Rights and Fees

Classes of membership are agreed by the General Committee and revised regularly for on-going relevance. Changes require the prior approval of a General Meeting of the club. Classes of membership are as follows:

- 3.1 An Ordinary Member means any member of 30 years of age or over on the 1st March.
- 3.2 Spouse/Partner membership shall be available to couples who would otherwise be Ordinary or Intermediate members.
- 3.3 An Intermediate Member means any member who is over 18 and under 30 years of age on 1st March.
- 3.4 A Student Member means any member who is in receipt of full-time further education on the 1st March.
- 3.5 A Senior Member means any person who, having been an Ordinary or Spouse/Partner member for a minimum of 20 consecutive years, no longer wishes to sail.
- 3.6 A Veteran Member means any member of 65 years of age or over on the 1st March who has been an Ordinary or Spouse/Partner member for a minimum of 30 consecutive years and who has given significant service to the club.
- 3.7 A Cadet Member means any member aged 12 years and over, and less than 18 years of age, on the 1st of March.

- 3.8 A Family Cadet Member means a Cadet who has a parent or guardian who is an Ordinary, Spouse/Partner or Non-Sailing Parent member.
- 3.9 A Junior Cadet Member means any member aged 5 years and over, and less than 12 years of age on the 1st March. Junior Cadet Members must have a parent or guardian who is an Ordinary, Spouse/Partner, or Non-Sailing Parent member who will be present when they are using the Club, except when they are taking part in formal training courses.
- 3.10 A Non-Sailing Parent Member is a parent or guardian of a Junior Cadet or Family Cadet Member, but with membership restricted to the use of the facilities necessary for the purpose of supervising their own children, and use of the clubhouse. Non-Sailing Parent members have no voting rights.
- 3.11 An Out-of-Port Member means any Ordinary, or Intermediate Member permanently resident in excess of a radius of 50 miles from Helensburgh and who only uses the club facilities on an occasional basis. Out-of-Port members have no voting rights, and no right to lay or own a mooring, but otherwise shall have full use of the amenities of the Club.
- 3.12 Corporate Membership means membership by an employer on behalf of his/her employees. The subscription and terms extended to Corporate Members shall be determined from time to time by the General Committee taking account of the circumstances of each Corporate Member. Corporate Members and their employees have no voting rights.
- 3.13 Helensburgh Challenger Group (H.C.G.) Membership means membership by the H.C.G. on behalf of its members. The subscription and terms extended to H.C.G. Members shall be determined from time to time by the General Committee taking account of the circumstances of the H.C.G. members. H.C.G. members have no voting rights.
- 3.14 Helensburgh Sea Cadet Group (H.S.C.G) Membership means membership by the Sea Cadets on behalf of its members. The subscription and terms extended to H.S.C.G. Members shall be determined from time to time by the General Committee taking account of the circumstances of the Sea Cadets unit. H.S.C.G. members have no voting rights.
- 3.15 The various classes of membership shall be limited to such numbers as may from time to time be determined by the General Committee. The number of Veteran Members is limited to 20.

Cadet, Family Cadet, Junior, Non-Sailing Parent, Out-of-Port, Temporary and Corporate (which includes Helensburgh Sea Cadets, Helensburgh Challenger Group and Autism-on-the-Water) have no voting rights. Additionally, Temporary membership is for a maximum of 6 months.

All members are subject to the rules of the club.

#### 4. Charity Trustees, Office-bearers, Committees, Conduct of Meetings, and Financial Management

Details are set out in the Constitution. Additionally:

- The General Committee may appoint an Administrative Secretary and/or Treasurer on such terms as may be agreed and which will be reviewed periodically. The appointment of an Administrative Secretary and/or Treasurer may dispense with the posts of Honorary Secretary and/or Honorary Treasurer at the discretion of the General Committee.
- The immediate Past Commodore shall be, from the date of retiral, an ex-officio member of the General Committee for a period of two years.

- The authorisation to spend shall be subject to delegated powers from the Finance Committee and, for capital projects, shall be within budgets previously agreed with both Finance and General Committees.
- The Club may in General Meeting pass a resolution authorising the General Committee to lease heritable property, and to borrow money on the security thereof and that on such terms and conditions shall be specified in such resolution; also to raise money for the promotion of the objects of the Club in such manner as the General Committee may decide, and thereupon Trustees shall at the direction of the General Committee make such arrangements as shall be necessary to give effect to such resolution and such decision or decisions. It is within the powers of the General Committee to borrow money, without the sanction of the Club in a General Meeting, to the extent that the lender holds monies belonging to the Club on other accounts in excess of the advantage and which he has a legal right to offset against the said advance in order to obtain repayment of that advance.
- Any trust funds and property of every kind belonging to the Club shall be subject to the disposition of the General Committee-

#### Management of Fees:

- 4.1 Fees are reviewed each autumn, after the AGM, by the Finance Committee, and proposals are brought to the General Committee for approval. Once agreed, a "Membership Notes" document is prepared by the office. This is posted to the website and printed to accompany Membership Application forms, plus a copy is sent as part of the emailed Subscription Request process on 1<sup>st</sup> March each year.
- 4.2 Fees due, as decided by the General Committee, are due on the 1<sup>st</sup> March. If after a period of time to be decided by the General Committee, the subscription remains unpaid, membership shall be terminated. No member shall have the use of the club property, vote at any meeting, or sail in any Club race until payment of the fees due. As the payment of subscription entitles a member to enjoy all the privileges and advantages of the club, it shall be held to imply the member's acquiescence to the Rules and Regulations of the Club.
- 4.3 Fees for Dinghy Park are agreed and promulgated in the same manner. So also are Mooring fees, taking account of the Moorings Area Agreement with Crown Estate Scotland via their managing agents, and with the club administrative mark-up on top of the CES fee.
- 4.4 Extension Dinghy Park fees, for small keelboat storage, are reviewed each summer to take account of the May inflation increases which will affect Luss Estates lease payments. Given that all boats still in the EDP in late June are most likely not going afloat, the new fees are notified by email either at that point (for All Year storage) or close to the time when owners start to think about the upcoming winter (normally in late August or early September).

#### 5. Byelaws

Byelaws relating to requirements and limitations affecting members' use of club facilities are as follows:

## 5.1 Clubhouse

- 5.1.1 The Clubhouse shall be open for the use of members at such times as the General Committee may determine.
- 5.1.2 Smoking and vaping are not permitted in the clubhouse and tobacco products are not available for purchase.
- 5.1.3 The hours during which excisable liquor may be sold or supplied to members shall be as arranged by the General Committee in accordance with the Licensing Acts. A notice stating the hours during which excisable liquor may be supplied shall be displayed in a conspicuous place in the Clubhouse.
- 5.1.4 The purchase for the Club of excisable goods and the supply of the same upon Club premises shall be exclusively and solely under the control of the Committee or of a special Sub-Committee appointed by the Committee. Intoxicating liquor may only be sold to persons over the age of 18 who are entitled to use the Club premises in pursuance of the Rules, Byelaws and Regulations for the time being in force. No member under the age of 18 may purchase or attempt to purchase or consume intoxicating liquor within the Club premises.
- 5.1.5 A member shall be allowed to introduce guests to the Clubhouse as visitors subject to such conditions as the General Committee may decide. No visitor shall be supplied with excisable liquor in the Club premises unless on the invitation and in the company of a member, and the member shall, on the admission of such visitor to the Club premises or immediately after his/her being supplied with such liquor, enter his/her own name and the name and address of the visitor together with the date of such visit in a book to be kept for the purpose. The same visitor may not be introduced on more than four occasions during the sailing season except to recognised social functions. The introducing member is responsible for the behaviour of his/her visitors.
- 5.1.6 No excisable liquor shall be sold or supplied for the consumption outside the premises of the Club except to a member on the premises or to a person holding an Excise License for the sale of such liquor.
- 5.1.7 Instructions of the members of the General Committee or a Club Steward should be obeyed at all times.
- 5.1.8 Children under 12 years of age are admitted to the Clubhouse when accompanied by an adult member who will be responsible for their good behaviour. The Committee may however conclude that certain events or occasions are inappropriate for attendance by younger children.
- 5.1.9 Children of 12 years of age and over making use of the Clubhouse must be Cadet or Family Cadet Members of the Club.
- 5.1.10 No person who has been expelled from the Club or whose application for membership has been rejected by the General Committee may be introduced as a visitor.
- 5.1.11 Gambling games are not permitted.

- 5.1.12 Members wearing wet or muddy clothing should enter the Changing Rooms by the "wet entrance" and should not use the carpeted bar area.
- 5.1.13. The Club is not responsible for members' property or valuables lost from its premises and members should not leave valuables in the changing rooms.
- 5.1.14 No clothing or sailing gear of any kind may be stored in the Clubhouse.
- 5.1.15 The Kitchen and Office are out of bounds except to Race Officials, Club Officers, or members on duty.
- 5.1.16 Dogs in the clubhouse, except guide dogs, are a concession, subject to close control, good behaviour, and the sensitivities of other members. This applies to the grounds as well in many instances.

## 5.2 King's Harbour Regulations

Most of our sailing waters lie within the King's Harbour and members must therefore familiarise themselves with the Regulations (a copy is kept in the Clubhouse). During the movement of nuclear submarines or other large craft the restricted channel (see Charts in Clubhouse) is closed, and ALL boats must keep clear of the channel.

Closure is signalled by naval craft and police launches displaying a red flag with a diagonal white bar during the day and by a red light over two green lights displayed at Rosneath Point and at "The Hangars". During racing the Race Officer's Launch or Committee Vessel may display flag U if naval movement is expected. Boats MUST NOT enter the restricted channel when the Channel Closure signals are in operation.

## 5.3 Dinghy Park

- 5.3.1 Spaces are allocated on receipt of applications; no boat may be parked until the relevant fee has been paid and a space allocated; and boats may only be parked in the space allocated.
- 5.3.2 All sailing dinghies and catamarans must be securely tied down.
- 5.3.3 Boats (except tenders) must have their own launching trolley.
- 5.3.4 Sailing dinghies and catamarans must have a sail number designated, other than by exception agreed with the club, and tenders must have "tender to" legend on them – in both cases to assist with identification.
- 5.3.5 Road trailers must not be left in the Dinghy Park, other than combi trailers on which the boat is stored. By prior arrangement, space may be found in the Extension Dinghy Park for trailers which cannot be taken elsewhere.
- 5.3.6 Boat owners are responsible for keeping the park tidy and for cutting the grass at their space.
- 5.3.7 Cars, caravans and tents are not allowed in the Dinghy Park other than by special prior arrangement.
- 5.3.8 Cars must not be parked on the verges of the main road or in neighbouring streets.

- 5.3.9 Buoyancy of all boats in the Dinghy Park must comply with the Club requirements. (See safety rules).
- 5.3.10 In the event of a Dinghy Park clearance mandated by Luss Estates, all boats must be removed from the Dinghy Park during the dates promulgated via the website and by email.
- 5.3.11 The Club accepts no responsibility for boats or gear.
- 5.3.12 The safety of all boats including insurance against any risks including third parties is the sole responsibility of the owner and each owner shall be responsible for ensuring that they hold adequate third-party insurance.
- 5.3.13 All dinghies in the Dinghy Park must be left in such a way that, regardless of wind strength, fixed and running rigging does not cause a noise nuisance.
- 5.3.14 The General Committee or any Club Officer may for any good and valid reason move a dinghy to a new location within or, in the event of mandated clearance, outwith the Dinghy Park without being liable for any loss or damage to the vessel howsoever caused.

EXTENSION DINGHY PARK: Keelboat Storage – additional byelaws:

- 5.3.15 Members may apply at any time for a space for keelboat winter storage in the Extension Dinghy Park by contacting the office. No boat should be moved to the EDP without prior agreement on the assignment of a space. "Winter" is defined as approximately early October to late April.
- 5.3.16 EDP storage fees will be determined in late spring and payments are to be made within two months of taking up the space(s) assigned.
- 5.3.17. Masts MUST be lowered from prior to arrival until after departure, and boats must be chocked or propped as necessary as this is an exposed site which can experience extreme weather.
- 5.3.18 Trailers or cradles associated with winter-stored boats may be returned to the allocated space for the summer, but may be moved to enable maintenance of the site at the discretion of the committee. Cradles or trailers for boats over-wintering offsite may be assigned summer storage if space is available. A separate fee will apply.
- 5.3.19 Summer storage of boats is not the accepted norm and should not be presumed. Separate application should be made to the office in the spring and, if approved, an additional fee will be payable.
- 5.3.20 A maximum size of 28 feet LOA currently applies due to restricted manoeuvring room. This is subject to review in the light of occupancy levels and prevailing average boat sizes.

#### 5.4 Moorings and Mooring Licenses

Helensburgh Sailing Club signed a minute of agreement with the agents of The Crown Estate (now Crown Estate Scotland - CES) with respect to the club mooring area off the Club. A plan of the mooring area is displayed on the club Official Noticeboard. (As part of the licence there

is no longer any requirement for a "visitors' anchorage area" within the HSC mooring area given the proximity of Rhu Marina.)

This agreement gives HSC members exclusive rights to moor within this area subject to certain conditions agreed with the agents, CES. The Club, acting as mooring area coordinator for CES, controls the issue of mooring licences for swinging moorings in the water within this area. No-one other than a member of HSC or a permitted visitor may use a mooring laid in the HSC Mooring area. Mooring fees set by HSC are permitted to include an administration charge. Members with moorings may sub-let them if not in use but may not seek payment intended to generate gain over the licence and servicing fees. The person taking on the hire of the mooring must become a member of HSC for the duration of the hire. Any such hire must receive the approval of the Honorary Mooring Secretary and one other flag officer. Mooring licences will normally be issued to members for the purpose of mooring sailing yachts; members wishing to moor any other type of vessel must obtain the written permission of the General Committee before so doing.

The agents of CES will supply numbered tags for registered moorings. These should be affixed to the pick-up or the mooring pennant so that they are visible for inspection by dinghy or RIB. If the mooring is not required in future years the tag should be returned to the HSC Moorings Secretary and the mooring removed from the HSC mooring area in accordance with the HSC Moorings Agreement.

Members laying and licensing moorings within this area are required to conform to this agreement in general and specifically as follows:

- 5.4.1 Maintain and keep the mooring in good, safe and substantial repair whether in use or not.
- 5.4.2 Display the individual identification tag on the surface buoy attached to the mooring.
- 5.4.3 Carry adequate insurance to indemnify Helensburgh Sailing Club against all actions, proceedings, claims, demands, costs and expenses in consequence of any fault or defect in the mooring.
- 5.4.4 Alter the position of the mooring or substitute another mooring to another position as may reasonably be required by Helensburgh Sailing Club. The altered or substituted mooring shall be subject to the conditions of the originally laid mooring. Costs and expenses in consequence of any such move will be borne by the mooring holder.
- 5.4.5 On termination of HSC membership or non-payment of the annual mooring licence fee, the mooring holder will, within one calendar month and at their expense, remove the mooring and return the tag to the Moorings Secretary. If in default thereof the mooring may be removed by Helensburgh Sailing Club at the expense of the mooring holder.
- 5.4.6 Mooring holders are required to confirm each year that they have read, accept and will comply with the terms of this agreement.
- 5.4.7 If in the opinion of the General Committee any vessel on a swinging mooring is unseaworthy or represents a hazard to any other vessel or is being used for an improper purpose (e.g. it is being used as a permanent residence or as part of a commercial enterprise) the General Committee may order its removal forthwith.

- 5.4.8 New moorings must only be laid after consulting the Moorings Secretary as to the most suitable design and position within the designated area otherwise they will be deemed to be unauthorized. Under no circumstances should a mooring be laid such that the ground tackle interferes with the ground tackle of an existing mooring nor should the new mooring be laid such that any vessel moored thereon encroaches on the space required by vessels on existing moorings.
- 5.4.9 The General Committee is empowered to instruct members to remove unauthorized moorings or move new moorings which have been improperly laid or restore moorings which have 'dragged' to their original position.
- 5.4.10 In the event that a member who has been instructed by the General Committee to remove a vessel from a mooring or who has been instructed to move a mooring to a more suitable location fails to do so within fourteen days the General Committee may arrange for a commercial contractor to carry out the work required and deem the costs of doing so as being debt owed to the Club by the member.
- 5.4.11 All keelboats moored in the designated area adjacent to the Club must be left in such a way that, regardless of wind strength, fixed and running rigging does not cause a noise nuisance.
- 5.4.12 If at any time, any fees payable to the Club by a member or former member shall be three months or more in arrears and a mooring, the property of such a member or former member remains within the designated Club mooring area, the Committee may:
- Give one month's notice in writing to the member or former member at his/her last known address as shown in the Club records and thereafter arrange the removal or sale of such mooring and deduct any monies due to the Club (whether by way of arrears, subscription or annual payments, Mooring Fees, Dinghy Park fees or otherwise) from the proceeds of sale before accounting for balance (if any) to the member or former member.
  - Alternatively, if the mooring is unsaleable, after giving notice in writing as aforesaid, dispose of the mooring in any manner the Committee may think fit and deem the cost of doing so as aforesaid to be debt owing to the Club by the member or former member. (*see proviso to byelaw 5.5.1 "ABANDONED BOATS"*)
- 5.4.13 Use of moorings is restricted to craft not exceeding 45 feet LOA. This limit will be reviewed from time to time by the General Committee in line with observed trends coupled with utilisation of the Moorings Area.

## 5.5 General Provisions

### 5.5.1 Abandoned Boats

If at any time, any fees payable to the Club by a member or former member shall be three months or more in arrears and a vessel, the property of such a member or former member remains upon the Club premises, or a mooring in the HSC Mooring Area the Committee may:-

- move the boat to any location without being liable for any loss or damage to the vessel howsoever caused.
- give one month's notice in writing to the member or former member at his/her last known address as shown in the Club records and thereafter sell the vessel and

deduct any monies due to the Club (whether by way of arrears, or subscription or annual payments, mooring Dinghy Park fees or otherwise) from the proceeds of sale before accounting for the balance (if any) to the member or former member.

- alternatively, if the vessel is unsaleable, after giving notice in writing as aforesaid, dispose of the vessel in any manner the Committee may think fit and deem the cost of doing so as aforesaid to be debt owing to the Club by the member or former member.

PROVIDED ALWAYS THAT:- proper evidence is available that all reasonable steps have been taken to trace a member or former member and that when and if the vessel and/or mooring is sold the proceeds of sale (less any indebtedness by the member or former member to the Club) shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he/she be the said member or former member or otherwise) for a period of six years.

#### 5.5.2 Safety

- PERSONAL BUOYANCY – Members using dinghies, tenders and other small craft must wear adequate personal buoyancy. Dry suits/wet suits are not considered to be adequate buoyancy. Cadet members must also have written permission signed by their parent or guardian to participate in sailing from HSC.
- BOAT BUOYANCY - All dinghies must carry not less than the minimum buoyancy required by Class Rules. In the case of a non-class dinghy buoyancy must be approved by the Sailing Committee. All dinghies racing with Helensburgh Sailing Club must declare that they have adequate buoyancy complying with the relevant class rules.

#### 5.5.3 Other Craft

King's Harbour Regulations and the appropriate parts of rules on the Dinghy Park, abandoned boats and safety shall apply to all such other craft (windsurfers, paddleboards, etc) as may be considered supported within the objects of the Club.

#### 5.5.4 INSURANCE and DISCLAIMER

The safety of a boat and her entire management including insurance against any risks and responsibility to third parties, shall be the sole responsibility of the owner/competitor racing or sailing the boat from the Club who must ensure that the boat and crew are adequate to face the conditions which may arise during the course of a club race or pleasure sail. Each owner/competitor shall be responsible for holding adequate third-party insurance to the minimum of £3,000,000 sterling whilst racing or sailing. The establishment of Sailing Instructions for Club racing in no way limits or reduces the complete responsibility of the owner/competitor for their crew, their boat and the management thereof and third-party liability ashore or afloat. No responsibility for loss, damage, death or personal injury howsoever caused, will be accepted either by the Club or any official connected to any Club race, or other Club activities including pleasure sailing.

The Officers of Helensburgh Sailing Club on behalf of themselves and their representatives disclaim any and every responsibility for any loss, injury or inconvenience to dinghies,

keelboats, persons or associated things, howsoever arising, directly or indirectly, ashore or afloat from the use of slip-ways, premises and the handling of attendant vessels or from their rules, policy or ruling during races and related activities.

E R Morrison                      Commodore

D A McLaren                      Hon Secretary

January 2025