



**SEVERN MOTOR
YACHT CLUB Rules &
Bye Laws**

DRAFT V4
February 2024

SEVERN MOTOR YACHT CLUB

RULES 1 – 24

The Club shall be called “The Severn Motor Yacht Club”. The Club is a non-profit making organization, all profits and surpluses will be used to maintain or improve the Club’s facilities. No profit or surplus will be distributed.

1. OBJECTIVE

- (a) To encourage the sport of Boating and Camping in all its branches.
- (b) To provide a Social Club and Headquarters for information and practical assistance connected with the sport.
- (c) Membership of the Club shall be open to all interested in Motor Boating and Camping for the purposes of pleasure only.
- (d) To provide entertainment, activities, food and drink of interest to members with preferential rates and privileges over non-members.
- (e) To provide members with moorings and hardstanding at preferential rates (subject to availability).
- (f) To provide members with facilities such as electric, water, showers, and toilet facilities to accommodate members staying onboard their vessels or in their caravans.
- (g) Visiting members of another like for like club (involving boats / yachts & caravans), shall be entitled to use the facilities of the club. Charges for overnight stays etc to be calculated at current rates where applicable.

2. COMPOSITION

The Club shall consist of-

- President, and can appoint Past-Presidents, and Vice-Presidents.
- FLAG OFFICERS: Commodore, Vice-Commodore, and up to 2 Rear-Commodores.
- OFFICERS: Hon. Secretary, Hon. Treasurer or as Committee recommends.
- Membership

3. MEMBERSHIP CONDITIONS

- (a)** By applying for membership, you are agreeing to the club rules, regulations, and bye laws, also any modification thereof made in conformity with such rules.
- (b)** The members of the Club shall so exercise their rights, powers and duties and shall, where appropriate, use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Club are carried out in accordance with the club Rules and Regulations.
- (c)** SMYC are committed to ensuring protection of all personal information that we hold, and to provide and to protect all such data. We recognise our obligations in updating and expanding this program to meet the requirements of GDPR. SMYC are dedicated to safeguarding the personal information under our control and in maintaining a system that meets our obligations under current regulations. By applying for membership and being a member of Severn Motor Yacht Club, you agree to SMYC using and holding your data for club business along with Severn Motor Yacht Club communicating with yourself by means of – Telephone, post or email. If you have a preference of type of contact, please notify the committee.
- (d)** The members of the Club shall be those persons listed in the register of members (the “Membership Register”) which shall be maintained by the Club committee.
- (e)** Any person who wishes to be a member must apply on the Membership Application Form which is signed by proposer and seconder (who are current members) and deliver it to the Club. The club committee will invite the person along for a formal interview. Election to membership shall be at the discretion of the Club Committee and granted in accordance with the anti-discrimination and equality policies. An appeal against refusal may be made to the Club Committee
- (f)** In the event of a member’s resignation or expulsion, his or her name shall be removed from the Membership Register
- (g)** Members are expected to participate in club activities and support the running of the club.
- (h)** Members are expected to support and help maintain the club house and grounds by way of attending working maintenance weekends and in the event of flood damage etc
- (i)** Members must not enter moorings or hardstanding who do not have a vessel, caravan or storing equipment at SMYC unless invited by the member who has been allocated said area.
- (j)** The Committee may, at their discretion, increase the membership subscriptions by an amount as determined by Committee to a ceiling of 10% in any one calendar year, unless unforeseen circumstances such as a natural disaster, war, disease etc forces additional running costs upon SMYC. In the case of unforeseen additional running costs, the costs associated to SMYC will be divided between members.
- (k)** No newly elected Member shall enjoy any privileges of the Club, store a boat or caravan on club waters or grounds until the membership fee and all subscription have been paid in full. Should a newly elected Member not have paid their fees within one month, their election shall

be considered void unless satisfactory explanation as to the delay can be given to the Committee.

(l) No Member shall in any year be entitled to exercise any voting powers, rights, or privileges of Membership until their subscription is paid.

(m) Guests are welcome to use the club house facilities, however, must abide by club rules.

(n) No person shall be introduced as a guest into the Club premises who has been previously expelled from membership or whose conduct in the Club premises shall be considered by the Committee as unacceptable. Members are responsible for your guests and their behaviour. Breaches of club rules will be classed as misconduct.

4. MOORING / HARDSTANDING CONDITIONS

(a) Full membership members who are granted a Mooring or Caravan hardstanding do so with agreeing that they must use the club house and attend SMYC events on a regular basis throughout the year. Members are expected to support the club with monthly visits, or visits must be equal to spread over the membership year, attend club activities and support the bar and restaurant with an expected minimum spend set out by committee yearly.

(b) All vessels and caravans stored at SMYC must hold valid insurance and safety certificate. Vessels will also be required to hold an in-date river license. Documents of proof must be submitted to the Moorings officer within 7 days of been allocated a mooring or hardstanding. Documents should also be supplied within 1 week of expiry date of any current policy The committee may at its discretion agree to a maximum 30-day extension for the documentation to be produced. If a member fails to produce the documentation within the given period, the vessel must be removed from the mooring within seven days of official notification. In very exceptional circumstances the requirements of certain craft may make alterations to the procedure

- Copy of the Canal and River Trust License, VAT receipt or cover note.
- Copy of Boat / Caravan Safety Certificate.
- Copy of valid insurance certificate

(c) All craft must have adequate deck gear. At least two cleats foreword or one Samson post or equivalent, two cleats aft and the correctly sized warpage, which is to be maintained in good condition for the loads imposed, the suitability of which will be subject to the approval of the committee based on recommendations of the moorings officer. If a vessel is found not to have suitable warpage, or the vessel is not secured sufficiently, the mooring officer may add additional warpage charged to the member at a fee set yearly by committee. Additional warpage is added as a temporary arrangement, the vessels owner must attend immediately to secure their vessel.

(d) Moorings and/or hard standing storage will be allocated by committee to paid up club members only, who hold full family senior membership on an annual basis on March 15th each year, providing that all fees due have been paid and all applicable conditions satisfied.

(e) To utilise pontoon moorings and hardstanding's for the benefit of the club as a whole, in re-allocating moorings the Committee will have regard to the usage and support of the club by the

member(s) during the previous 6 months. The Committee may at its sole discretion decline to re-allocate a pontoon mooring if it is felt that such usage and support has not been in keeping with these objectives, moorings and hardstanding's are not automatically renewed each year. Committee will undertake 6 monthly reviews and can at any point of time, revoke the mooring or hardstanding if shown that rules and bylaws are not being adhered to.

- (f)** Moorings are allocated to suit depth and size of vessel, vessels with a shallow draft will be allocated the top moorings and vessels with a deeper draft will be allocated the deeper moorings alongside the roadway.
- (g)** Where possible members on renewal of moorings and hardstanding's contract will be re-allocated their previous position, nevertheless it is the duty of the Committee to let moorings as expeditiously as possible and this may require vessels and caravans to move position to allow for the full utilization of pontoons and hardstanding's, such as to suit a deeper draft vessel or a vessel that will accommodate the size more efficiently.
- (h)** Members mooring at SMYC agree to allow guests to moor alongside as instructed by the moorings officer if SMYC has no available pontoon space, so long as guests provide suitable fenders. Electricity meter readings to be taken and charges made accordingly. Members Pontoon and hardstanding space will be allocated to guests when a member's vessel or caravan is away from club grounds. Members should not leave obstacles such as ribs blocking available pontoon space when away for extended periods.
- (i)** Members who change their vessel, during the mooring year must advise the moorings officer who will bring it to the committee for approval before bringing the new vessel to the club, if the vessel is the same length and configuration as the original vessel, generally the same mooring will be re-allocated. If a member changes their vessel to a different size or configuration, then an alternative mooring will be allocated subject to availability.
- (j)** No member may sub-let their mooring or hire their vessel or caravan
- (k)** Any member with a vessel or caravan at the club who wishes to employ a contractor to work on his/her vessel or caravan on the club grounds must ensure that a "Tradesmen and Contractors Agreement" is completed and sent to the Hon Secretary along with a valid copy of the contractors Third Party Insurance Certificate to a minimum value of £2,000,000 and where applicable a copy of a valid Employers Insurance Certificate, these documents to be sent no later 7 days before the proposed works are to commence for approval
- (l)** The pontoon and storage areas are to be kept free from extraneous equipment; the member must not erect or position any substantive structures or containers, without the written consent of the general committee. This is for health & safety reasons and to enhance the general appearance of the Club.
- (m)** Members are expected to support and help maintain the club house and grounds by way of attending working maintenance weekends and in the event of floods etc, as set out yearly by committee. Minimum of 50% attendance throughout the membership year or alternatively agree to yearly AGM set maintenance contribution fee to members who have a mooring or hardstanding. SMYC mooring are not club maintained, all mooring are to be fully maintained by the owner of the vessel accommodating, materials supplied by SMYC

- (n)** Members are expected to maintain pontoons and hardstanding's continuously throughout the year, not just at dedicated work weekends. Members who moor or have a hardstanding are jointly responsible for the general maintenance, such as, but not limited to, painting the pontoon, deck walkway and push off arms, decking or walkway panel replacements as directed by the committee and assisting with pontoon development work parties (Paint, panel's etc will be provided by the club and guidance in the correct manner of carrying out such works), in the event that pontoon members are unable or unwilling to carry out panel or decking replacement and wish to bring in an outside contractor at the members own cost, then they must apply to the committee for permission to do this, and strict guidelines will apply on carrying out such works, any subsequent damage to the pontoons by using a contractor will be the responsibility of the member(s).
- (o)** Members with moorings allocated must regularly visit their pontoon to ensure that no build-up of debris takes place, and to clear any debris on or around the pontoon, push off arms, chains and walkway to include safety checks of ropes securing their vessel along with checking bilges for water ingress or any other safety concern that could affect their vessel or other members vessels. It is expected that a minimum of 2 visits per month are carried out by the owner of the vessel. If the owner cannot carry out the 2 weekly inspections due to unforeseen circumstances or such as being away on holiday, then the owner should make arrangements with other members to carry out the inspection and repairs for them. This is a temporary solution and should not be put into practice as a regular occurrence. Members / owners who cannot carry out this task as described will not be allocated a mooring or may have the mooring revoked.
- (p)** If a Member does not intend to use their mooring or hardstanding for any period over 1 week or more they are to inform the moorings officer of their intentions, the member to give the moorings officer a minimum of 48 hours' notice of their return, so that the mooring or hardstanding can be otherwise utilized, as a temporary mooring which will be at the discretion of the moorings officer/committee.
- (q)** Any member or non-member wishing to visit the club with their vessel or caravan, must apply to the mooring officer prior to a vessel or caravan being brought to the club, subject to a suitable vacant mooring or hardstanding being available. Visitor fees are fixed (see rates held in clubhouse and website)
- (r)** Allocation of a mooring, for any vessel wishing to stay in excess of 7 days the documentation requirements to be followed.
- (s)** Members must notify by the 31st January if a mooring hardstanding is no longer required for the mooring year starting 15th March
- (t)** Members with hardstanding's or moorings must carry out maintenance to their allocated storage area or pontoon. Severn Motor Yacht Club pontoons and hardstanding's are taken on as full repairing and maintenance (none managed) by the occupying member. If the member does not for any reason carry out the works and maintenance as of the rules, SMYC reserves the right to require the member to surrender their pontoon / hardstanding to eliminate the possibility of accidents to other members and damage to their property. Alternative moorings that offer fully managed pontoons / hardstanding's with property checks should be sourced that offer

maintained (managed) moorings if you are not in the position to carry required maintenance as set out by the rules.

- (u) Membership reviews will be carried out 6 monthly and 12 monthly to ascertain if the member is contributing and being involved within the set membership rules. If the committee believe a member be to not upholding the membership rules, committee may at their discretion issue a warning or revoke mooring and hardstanding privileges, followed by review of following year membership.
- (v) No temporary vessel substitutions are to be made without permission from committee.

5. MEMBERSHIP CATEGORIES (Refer to current membership policy)

Membership subscriptions are due and payable on the same day and month each calendar year - 1st January to 31st December (12 monthly) unless written agreement from Committee has been granted to pay over an alternative period. Membership applications received throughout the membership year will be pro-rated for the remainder of the membership year.

6. MEMBERSHIP PRIVILEGES

- (a) The Club Burgee shall be as resolved by General Meeting and shall remain the property of the Club, the fee paid for its use during Membership is not returnable. Upon ceasing to be a member the Burgee shall be returned to the Club. Members completing a term of President shall be known as Past-Presidents and whilst remaining Members of the Club shall be authorized to wear a flag of distinctive design bearing the Club's crest.
- (b) Subject to the provision of the Merchant Shipping Act 1894, 'Family Senior Members' of the Club are eligible to apply to the Hon. Secretary for the permit to wear the defaced Blue Ensign which has been granted to the Club. The Yacht must be registered under the Merchant Shipping Act and measure not less than two tons gross or to be registered on the Small Ships Register and measure not less than 7 metres in length overall. Special Ensigns are worn by Yachts under the authority of a warrant issues to the Yacht, not the owner. They are the national colours of the Yacht. In no circumstances can the Blue Ensign be worn merely because the Club enjoys the privilege. Members must have a warrant issued to the individual Yacht. The Ensign should only be worn with the Club Burgee at the Masthead. If the owner sells the Yacht or ceases to be a Member of the Club, he must return the Warrant/Permit to the Club Secretary immediately. The granting of the privilege to wear the defaced Blue Ensign is entirely at the discretion of the General Committee.

7. MOORING, HARDSTANDING & MEMBERSHIP CHARGES + ADDITIONAL FEES

- (a) Mooring fees are due by March 1st, mooring fees paid before the 1st of March will be subject to any discount applicable if set by committee, fees paid after the 1st of March will be at the full rate.

- (b) Membership subscriptions are due and payable on the same day and month each calendar year - 1st January to 31st December (12 monthly) unless written agreement from Committee has been granted to pay over an alternative period. Membership applications received throughout the membership year will be pro-rated for the remainder of the membership year.
- (c) Mooring and hardstanding charges are set yearly by Committee. If adjustments are made due to unforeseen circumstances. SMYC holds the right to add additional charges at any point through the year.
- (d) Mooring charges are based on the overall length inclusive of pulpit & push pit rails, anchors, bathing platforms, davits dinghies or any protuberances that extend the overall length, where the vessel has davits fitted but the dinghy is not always on the davits, the overall length to include the dinghy, the club reserves the right to measure all vessels to confirm the overall length at the beginning of each season, or at any other appropriate time at the discretion of the moorings officer / committee.
- (e) The Committee may, at their discretion, increase the mooring storage costs by an amount as determined by Committee each mooring calendar year in line with inflation and foreseen running costs. Committee can with 1 months' notice increase mooring and storage costs in the case of unforeseen additional costs, such as unplanned work to be carried out such as maintenance requirements alongside circumstances such as a natural disaster, war, disease etc forces additional running costs upon SMYC. In the case of unforeseen additional running costs, the costs associated to SMYC will be divided between members with moorings, caravans or storage.
- (f) Boat hard standing, trailers, boat supports and boat support trolley storage, where members have a current paid up mooring or hardstanding, the member can apply to committee for permission to store a trailer and reasonable support equipment for that vessel for use during layup ashore, storage charges apply.
- (g) A member who wishes to store a vessel or any of the above equipment but does not have a paid-up mooring will be charged at a rate determined by committee.
- (h) Pontoon Moorer's are jointly responsible for keeping their bank tops in a tidy condition, and to share the costs of cutting the banks down towards the river which will be charged annually.
- (i) Working weekend charges will be applied to any members not attending at least 50% of working days throughout the year. The fee chargeable is set by committee yearly.

8. CANCELLATION OF MEMBERSHIP & MOORING / HARDSTANDING PRIVILEGES

- (a) The Committee may by written notice cancel Membership of any member that is in more than 1 month's arrears at any time. Should their subscription remain unpaid 10 days after being served written notice, or not paid by 31st January, they shall cease to be a Member of the Club with immediate effect. The Committee shall have the power to restore their membership at any subsequent time upon receiving a satisfactory explanation for the delay.

- (b) In the event of a member's resignation or expulsion, his or her name shall be removed from the Membership Register
- (c) Any Member wishing to resign shall give notice in writing to the Membership Officer with a minimum of 28 days' notice before the members subscription fees are due. Failure to do so will result in a following years membership being due.
- (d) Cancellation of membership includes revoking of mooring or hardstanding privileges. Cancelled membership will result in the ex-members vessel, caravan, property to be removed from SMYC property within 7 days.
- (e) The Committee reserves the right to withdraw permission to moor if they consider the vessel is unsafe, in poor condition or a potential danger to club property and/or other vessels mooring at the club. Permission can also be withdrawn at any time if a member persistently does not comply with the General and or mooring by-laws after being officially advised by the committee.
- (f) In the event that a member resigns, membership is not renewed or the member is expelled, or permission to moor is withdrawn (as above) due to a failure to comply with the Rules and By-Laws, then the member's vessel must be removed from the moorings within 7 days of such event, The Club is not bound to refund mooring fees, but if the vacated mooring is re-let in whole or in part by the Club, then on application by the former member, at the Clubs discretion a refund may be made equivalent to the re-let period from the 15th day of the following month.

9. EXPULSION / MISCONDUCT (Refer to current policy)

- (a) In the event of a grave breach of the Rules, Regulations or Bye-Laws by any Member of the Club, or conduct rendering it desirable that he or she should cease to be a Member, a meeting of the Committee shall be convened and at their discretion the said Member shall be called upon for an explanation or their resignation, failing which they may be liable to expulsion; any such resolution for expulsion shall be supported by a three- quarter majority of the full Committee.
- (b) Any Member expelled or suspended in accordance with these rules, or who otherwise ceases to be a Member of the Club, forfeits all rights to claim upon the Club or its property or funds.
- (c) Disciplinary & Appeal Procedure Policy is to be followed in the case of misconduct. The Disciplinary & Appeal Procedure Policy is subject to changes and updates in line with law and regulations changes within England and when reviewed yearly by committee.

10. APPEALS & DISCIPLINARY (Refer to current policy)

- (a) All members have a right to appeal, and decision undertaken by committee.
- (b) Disciplinary & Appeal Procedure Policy is to be followed in the case of an Appeal. The Disciplinary & Appeal Procedure Policy is subject to changes and updates in line with law and regulations changes within England and when reviewed yearly by committee.

11. DISSOLUTION OF THE CLUB

- (a) If, upon the winding up or dissolution of the club, the trustees shall before the decision is made, meet, and decide what course of action needs to be taken. The decision they make will be presented to general committee with their recommendations. If general committee agree or make alternative recommendations, the recommendations shall be presented at an EGM where a vote will be taken and the outcome will become the rule.

12. THE APPOINTMENT OF TRUSTEES

- (a) There shall be at least three Trustees of the Club who shall be appointed from time to time as necessary. The Trustees will be appointed by the existing Trustees provided those appointments are compliant with the procedure set out in the Club Rules. In the event that the appointments are not compliant with the Club Rules then the General Committee may require the Trustees to resign and may propose alternative Trustees in accordance with the same Rules.

- (b) Trustees must comprise:

- 1) A serving Commodore, Vice President, President, or Past President. This would be an Honorary appointment for which no remuneration would be paid.
- 2) A voting Member as defined in the Club Rules, of a minimum of 5 years standing who, at some time, has served at least two years on the General Committee of the Club. This would be an Honorary appointment for which no remuneration would be paid.
- 3) At each Annual General Meeting of the Club the Members will be invited to “re-affirm the appointment of the individually named trustees”. In the event that this “re-affirmation” fails by a simple majority of votes from those entitled to vote then the trustees will be obliged to consider a change to the appointments of trustees and seek a renewed confirmation by the Members at an Extraordinary General Meeting of the Club which should take place within six months of the previous Annual General Meeting.
- 4) Trustees will normally be entitled to serve a period no longer than five years. At the end of the fifth year any Trustees with five years’ service must offer their resignation to the other Trustees in writing. A trustee may serve a second term but only where that appointment is subject to the unanimous agreement of the other two trustees and is re-affirmed by the Club Members at an Annual General Meeting.
- 5) Trustees may not be Directors of the SMYC Holdings Ltd and their appointment as such will immediately require their resignation and the appointment of a suitably qualified successor.
- 6) All property of the Club including land and investments shall be held by the Trustees for the time being, in their own names so far as is necessary and practicable, on trust for the use and benefit of the Club. On the death, resignation, or removal from office of a Trustee all lawful and practical steps must be taken by the Honorary Secretary of the Club and by the past Trustee or their personal representatives to procure the vesting of all Club property into the names of the continuing or succeeding Trustees. The Honorary Secretary of the Club is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustee Act 1925 and who shall by deed duly appoint the persons or persons so nominated in accordance with the Club Rules. (Note: Section 36 of the Trustee Act 1925 does not relate

to routine succession or appointment pursuant to paragraph 1 of these rules but relates to circumstances where a trustee may be incapable, or is deceased or is absent for an extended period overseas etc)

7) The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the General Committee and shall have power to sell, lease, mortgage or pledge any Club property so held for the purpose of raising or borrowing money for the benefit of the club in compliance with the Committee's directions, (which shall be duly recorded in the minutes of the proceedings of the Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given, provided always that:

(a) If the Trustees are not in agreement that it is appropriate to follow the directions of the General Committee, they may defer acting for a period of 28 days during which time the General Committee shall reconsider its directions having received notice in writing from a Trustee so to do.

(b) If the General Committee confirms its directions and Trustees continue not to be in agreement that it is appropriate to follow such directions, they may require the Honorary Secretary to call a general meeting of Members and the directions to the Trustees will be decided by a simple majority of those Members entitled to vote.

(c) The Trustees will be effectually indemnified by the General Committee out of the assets of the Club from and against any liability, costs, expenses and payments whatsoever which may be properly incurred or made by them in the exercise of their duties or in relation to any property of the Club vested in them or in relation to any legal proceedings or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club.

(d) The Trustees have authority to seek legal and financial advice.

13. ADMINISTRATION

(a) The General Management, conduct and direction of the Club and Club properties shall be vested in the Committee.

(b) The Committee may make, alter, or amend the Byelaws of the Club from time to time, notice of the same being posted on the notice board, becoming thereupon operative and binding. Updated rules will also be added to the SMYC website.

(c) The Committee of the Club shall be the President, Flag Officers, Honorary Secretary and Honorary Treasurer, ex-officio, and not more than eight ordinary Members (of whom not more than two can be Social Members). The retiring Commodore to be ex-officio Member of the Committee for the year following his retirement from office. At the Annual General Meeting the President, Flag Officers, Hon. Secretary and Hon. Treasurer retire and shall be eligible for re-election. Flag Officers above the rank of Rear Commodore i.e., Commodore or Vice Commodore shall not hold more than one office listed here as ex-officio at any one time.

(d) In the election of Flag Officers, the Commodore elected shall previously have held office as Vice-Commodore or Rear-Commodore and similarly the Vice-Commodore and Rear-Commodore shall have served two years on the Committee, except that in the event of resignation of any these officer's other nominations shall be eligible.

- (e) Any Club Member of one year standing may be eligible to serve on the Committee.
- (f) At the Annual General Meeting the three Senior Members of the Committee shall retire and shall be eligible for re-election. The senior Members shall be determined by the length of the service from the date of election or re-election to the Ordinary Committee whichever is the later. As between persons elected on the same day, those to retire shall be determined by lot.
- (g) The Committee may nominate Members to fill the position of President, Flag Officers, Officers, and Committee.
- (h) Nominations for vacancies in Office must be submitted in writing to the Hon. Secretary at least 14 days before the Annual General Meeting and must be signed by three members.
- (i) If the numbers of nominations exceed the number of vacancies for the Committee or Officers, then the vacancies shall be filled by ballot of Members at the Annual General Meeting.
- (j) In the event of any vacancies occurring in the Officers or Committee after the election, the Committee itself shall have the power of filling them, for the remainder of the current year.
- (k) All correspondence with the club to be done by email or phone, unless otherwise requested by the Hon Secretary to be in writing and posted in the SMYC post box.

14. COMMITTEE MEETINGS

- (a) At Committee Meetings the Senior Flag Officer present shall chair the meeting.
- (b) The Hon. Secretary shall convene a Meeting when requested to do so by a Flag Officer, or on receipt of a requisition signed by three Members of the Committee.
- (c) The Chairman shall vote and in equality have a casting vote.
- (d) The committee quorum shall be SEVEN.
- (e) It shall be the duty of the Hon. Secretary to attend all Meetings of the Committee and to take minutes of the proceedings. Such minutes to be recorded and then compressed into written minutes and sent by email to committee a minimum of 48hrs before the next meeting. Minutes to be approved by committee.
- (f) In the event of the absence of the Hon. Secretary, the Committee is empowered to nominate any committee member to record the minutes of the meeting.

15. SUB COMMITTEES

- (a)** The Committee may appoint from its Members Sub-Committees and may co-opt onto a Sub-Committee any Club Member which is not a member of the General Committee. The Commodore is ex-officio Member of all Sub-Committees.
- (b)** Sub-Committees to be approved by committee and reviewed every 12 months or sooner if deemed necessary by committee.
- (c)** Each Sub-Committee shall prepare and submit to the next meeting a report of the business transacted and if the report is adopted, its decision shall become those of the Committee.
- (d)** Purchases for the Club and to include intoxicating liquor shall be exclusively controlled by a nominated committee member unless other arrangements are agreed by committee.

16. FINANCE

- (a)** All subscriptions, entrance fees, mooring fees and other monies shall be controlled by the Hon Treasurer and paid to Severn Motor Yacht Club by either cash, bacs, card, or any other means authorised by committee.
- (b)** Cheques shall be signed by two Officers of the Club, duly authorized to do so by the Committee. Club bank cards are to be strictly distributed to personnel authorised by committee only.
- (c)** Electronic books of accounts shall be kept by the Hon. Treasurer, who shall present to the Annual General Meeting a financial statement.
- (d)** Any monies that are outstanding 30 days from the date of invoice, receipt of goods or services, or the moorings due date, shall attract interest at the Bank of England base rate plus 8% per calendar month, compounded. Rates for calculating interest are fixed for six-month periods. The base rate on 31 December is used for debts becoming late between 1 January and 30 June. The rate in force on 30 June is used from 1 July to 31 December. Calculate the daily interest by dividing the annual interest by 365. If a charge is disputed, the Hon Secretary to be notified in writing within 14 days of issue, who will bring it to the committee's attention, if the charge is found to be correct the interest will apply from the due date.

17. ANNUAL GENERAL MEETING (AGM)

- (a)** The Annual General Meeting shall be held 12 monthly, on or before the 29th of February in each year.
- (b)** Not less than 21 days before the Annual General Meeting, the Committee shall raise notice of the date fixed to be given to each Member with a list of retiring Officers and Committee.

- (c) Notices of Motion for the Annual General Meeting shall be received by the Hon. Secretary not less than 14 days before the meeting and must be signed by at least three Members.
- (d) Not less than 7 days before the Annual General Meeting the Hon. Secretary shall send to each Member: -
1. A notice convening the Annual General Meeting stating the time and place.
 2. A statement of accounts, certified by the Club's Auditors.
 3. An agenda of business to be transacted at the Meeting.
- (e) At the Annual General Meeting the Senior Flag Officer present shall be the position of authority
- FLAG OFFICERS RANK: Commodore, Vice-Commodore, Rear-Commodore
- (f) At the Annual General Meeting or any General Meetings of the Club, only 'Family Senior Members' can vote. In case of equality of votes, the Chairman shall have a second and casting vote.
- (g) The election of Officers and Committee, also motions, shall be decided by secret ballot / vote.
- (h) An Annual General Meeting requires a minimum of 20% members to go ahead.
- (i) The following business shall be transacted at the Annual General Meeting: -
- Consideration and adoption of report
 - Adoption of Accounts
 - Election of Officers and Committee
 - Election of Auditors
 - The Consideration of notices and motions

18. EXTRAORDINARY MEETING (EGM)

- (a) An extraordinary General Meeting may be convened by the Committee, 14 days' notice being given, and business specified. On receipt of a requisition signed by 20% of current members, the Hon. Secretary shall call an extraordinary General Meeting, 14 days' notice being given, and business specified.

19. LEGAL RESPONSIBILITY (Refer to current policy)

- (a) The Severn Motor Yacht Club or its officers do not accept any legal responsibility for Members craft, moorings, caravan & motor home storage the club house and the site, nor does it accept liability for members, guests and/or visitors using the club's site, members use the pontoons and caravan / motor home storage at their own risk. It is the member's responsibility to ensure that his/her vessel, caravan / motor home is moored / stored correctly and safely, so as not to endanger other vessels or stored caravans / motor homes. Members must make regular visits throughout the year,

especially during winter months to confirm that the vessel and caravan / motor home is safe and not in any distress. By being a member, you agree to these terms and conditions.

- (b) Moorings and Hardstanding's are taken on by members with a full maintenance condition where the member is responsible to maintain and keep pontoons and hardstanding's in a safe condition (See Health & Safety Policy)

20. HEALTH & SAFETY (Refer to current policy)

- (a) By being a member of Severn Motor Yacht Club, you agree to self-manage Health & Safety around the SMYC grounds. SMYC is run by committee and its members who all adopt responsibility for Health & Safety to include the maintenance of their dedicated pontoon, hardstanding space and general grounds. Failure to maintain areas such as your dedicated pontoon to a safe standard will result in your mooring and hardstanding privileges being revoked.
- (b) Members with guests and children that are not strong swimmers, must always provide their guests and children with life jackets when they are on vessels or on pontoons. Members are responsible for the safety of their guests and children at all times.
- (c) Members are responsible for theirs and guests' children associated with them, at all times, this includes the SMYC play area where the member is responsible for checking over the equipment to ensure the equipment is in safe working order before use. If in the case that a fault or damage is found with the equipment, the member should shut the play area as of immediate effect. By becoming a member of Severn Motor Yacht Club, you agree to take responsibility for your own health & safety and your guests, well-being, and property in relation to the activities that you undertake while within Severn Motor Yacht Club grounds. Visitor's children who are not guests of members are not permitted to use the play area.
- (d) Health & Safety Policy is to be always followed. The Health & Safety Policy is subject to changes and updates in line with law and regulations changes within England and when reviewed yearly by committee.

21. CLUBHOUSE & GROUNDS

- (a) The club premises shall be open to Club Members 24hrs per day for use of toilet and shower facilities. Members will have access using key card or code. If the clubhouse is out of use, the upper-level rear shower and toilet block will be open for use.
- (b) Clubhouse bar and restaurant opening hours are convened by email, social media, and ensign. The Committee shall be empowered to close the club premises at such time as they may deem necessary for repairs or other good and sufficient reasons.
- (c) The clubhouse bar is licensed to sell alcohol. No person under the age of 18 years may purchase, or attempt to purchase alcohol within the Club premises, nor shall any member purchase, or attempt to purchase alcohol for the consumption by any person under 18 years of age.
- (d) Members are not allowed to consume food and drink that has not been purchased from SMYC bar and restaurant, inside the clubhouse or within a 50-meter boundary of the clubhouse unless committee has notified exemption or when the clubhouse is closed.

(e) Members are allowed to have a party on their vessels on the clubs moorings or caravan / motor home storage / pitch areas so long as they have taken all Health and Safety concerns into account and with regard to the numbers allowed by their insurance company (if it is a vessel), and that no member, guest or visitor is charged to attend or pay for food or is asked to otherwise make a donation

(f) BBQ's, if you are having a BBQ, it is only allowed to invite personal guests. Members should not arrange a 'members' BBQ event where they would be classed as hosting an event without prior committee approval, IE- such as inviting a majority of members with the host supplying and cooking on behalf of others. BBQ's must be held on the grounds, and not on pontoons or boats. Ensure you are adhering to Health & Safety and have means of extinguishing in the event of an out-of-control fire.

(g) Members dogs must always when on Club's grounds be kept under proper control. Dogs will be allowed in the Clubhouse provided they do not cause a nuisance and are kept out of the Kitchen and on a lead while food is being served.

(h) Members and guests must adhere to dress code set out by committee. Dress code is always displayed on the front door. On certain events, yacht rig maybe requested. On events where yacht rig is requested, permission from the commodore or if not present, an alternative ranking officer must be consulted for permission to remove jacket.

(g) Gate cards are obtained by paying a refundable deposit per security / gate card(s) refunded on resignation of membership providing the gate card(s) are returned within 28 days of resignation, or expulsion. If a card is lost and needs replacing, then a further fee will be required unless a card is proved not to function in which case it will be replaced free of charge.

22. GDPR (Refer to current policy)

(a) SMYC are committed to ensuring protection of all personal information that we hold, and to provide and to protect all such data. We recognise our obligations in updating and expanding this program to meet the requirements of GDPR. SMYC are dedicated to safeguarding the personal information under our control and in maintaining a system that meets our obligations under current regulations. By applying for membership and being a member of Severn Motor Yacht Club, you agree to SMYC using and holding your data for club business along with Severn Motor Yacht Club communicating with yourself by means of – Telephone, post, or email. If you have a preference of type of contact, please notify the committee.

23. RULE CHANGES / BYE LAWS

(a) These rules may be added to or altered by resolution in a General Meeting. Byelaws can be created by general committee and become effective as soon as added to club notice board.

24. INTRODUCED BYE LAWS AS OF 2024 –