



Rotherham Sailing Club



Sailing Water
Harthill Reservoir
Carver Way
Harthill
Sheffield
South Yorkshire
S26 7XB

ROTHERHAM SAILING CLUB

Rules and Bylaws

CA001: 01/04/2026

Version Control

Date	Update	Author
20/02/16	Initial base document CA001 AGM2013, changed so as to not replicate or be contrary to the Memorandum and Articles. Attempted to future proof by referring to Directors rather than specific job titles/roles.	Garry Chambers
08/05/26	Document brought up to date; Registered Office Address, Paddlesports membership, affiliation with Yorkshire Outdoor Swimmers, Membership Year, Bylaw added regarding Paddlecraft	Tony Langdon

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Should there be a conflict between the Memorandum and Articles of Association and these Rules and Bylaws then the Memorandum and Articles shall prevail.

Where there is a conflict between these Rules and Bylaws and other policies, procedures and documents duly authorised and published by the Directors those policies, procedures and documents shall have primacy over these Rules and Bylaws, however such should be ratified by members at the first General Meeting or Annual General meeting following the identification of such conflict.

ROTHERHAM SAILING CLUB

RULES AND BYLAWS

INTRODUCTION

1. In these Rule and Bylaws, unless the context otherwise requires:
 - a) Other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Club;
 - b) Words in the singular shall include the plural and in the plural shall include the singular; and
 - c) A reference to one gender shall include a reference to the other genders.
2. Headings in these Rules and Bylaws are used for convenience only and shall not affect the construction or interpretation of these Rules and Bylaws.
3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

NAME, OBJECTS, LOCATION AND BURGEE.

4. The name of the Club shall be the "ROTHERHAM SAILING CLUB" (hereinafter referred to in these Rules as "the Club") and abbreviated to "RSC" for convenience.
5. The objects for which the Club is formed and the general Powers of the Club are contained in the Memorandum and Articles of Association (Articles 3 and 4).
6. The Registered Office of the Club shall be at 6 Southfarm Avenue, Harthill, Sheffield, England, S26 7WY, or such other place that the Members in General Meeting may decide.
7. The Club burgee shall be blue ground with a dolphin (heraldic) and the letters "R.S.C."

LIMITATION OF CLUB LIABILITY

8. Members and visitors are bound by the following Rules that shall also be exhibited in a prominent place within the Club premises.
9. Members of the Club, their guests or visitors, may use the Club premises and any other facilities of the Club entirely at their own risk, and impliedly accept:
10. The Club will not accept any liability for any damage to, or loss of, property belonging to the Members, their guests or visitors to the Club.
11. The Club will not accept liability for personal injury arising out of the use of the Club premises, equipment and any other facility of the Club, or out of participation in any event or activity organised by the Club, either sustained by Members, their guests or visitors, or caused by the said Members, guests or visitors, whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers, Committee or servants of the Club.

DIRECTORS (Article 5 and 6),

12. The Directors are responsible for the management of the Club's business in accordance with the Memorandum and Articles of Association and these Rules and Bylaws.

13. The Directors of the Club shall be the Commodore and a minimum of three (3) and maximum of five (5) having which title as the Directors may determine from time to time, all of whom must be Club Members and must also meet any other conditions and comply with any duties and responsibilities set out in any Bylaws.
14. Directors shall be elected by the Club Members at an AGM, subject to rule 13. All Directors shall hold office from the conclusion of the AGM in which they are appointed until the conclusion of the AGM the following calendar year.
15. Directors shall hold office for two years unless removed by members or resign.
16. All Directors shall be eligible to stand for re-election.
17. Directors are elected by the Club Members or co-opted by the Directors in accordance with:
 - a) Must be Full Members during their tenure as Commodore or as a Director;
 - b) Have been a Full Member for at least 12 months preceding their appointment as a Director;
18. A Director's term of office automatically terminates in accordance with Article 5.3
19. The Commodore, if present, shall preside at all Committee Meetings of the Club. In his/her absence, the next senior Officer shall preside, or failing such senior Officer, the Members present shall elect a Chairperson.
20. The Directors may establish other roles and functions as necessary for the safe and efficient operation of the Club; such may be created for a specific reason or period of time or shall be elected each year by ballot at the Annual General Meeting and may be eligible for re-election.
21. No Member, of whatever type, shall benefit personally from Club activities, recharges, commission, arrangement fees or events without the express prior and written agreement of the Directors. Where prior written agreement is not obtained or given, and a personal gain is identified within 3 months of a transaction, the Member shall repay any profit/surplus however gained to the Club or charity of the Club's choice from time to time

APPLICATIONS FOR MEMBERSHIP

22. Membership is open to any individual interested in the sport of Boating. Membership is not transferable.
23. Membership of the club shall be open to anyone interested in the sport and or Club activities/events on application, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs, except as a necessary consequence of the requirements of Rotherham Sailing Club.
24. No person shall become a Member unless:
 - a) That person has completed an application for Membership in a form approved by the Directors from time to time; and
 - b) The Directors have approved the application.
25. Membership is also subject to any subscriptions or fees that may be set by the Directors from time to time.

26. The Directors may establish different classes of Membership, and decide who will be eligible for admission to them, the fees payable and what their rights and obligations will be.
27. The Directors shall, at its discretion, limit the Membership of the Club for example based on safety or other such reasons. Where a limited is placed on membership, a waiting list shall be maintained which shall offer places on a first come, first served basis without discrimination (see section 23).
28. Any person participating in the activities of the Club may apply and be admitted to membership of the Club. For the purposes of membership “Participant” and/or “Participation” means attending and participating equivalent to at least one (1) Club activity per month for which they are a member, failure to achieve or reasonably believe that such level can/will be achieved, in a membership year, shall result in the transfer of membership to the Rotherham Sailing Club Friends and Supporters Club.
29. Members of the Club shall be in one of the following categories: (Note: The age referred to is at the member’s age on the last day of the relevant membership year).

Member title	Age	Vote	Store boat at Club	Other
Full	18++ years old	One	Yes	
Family	Husband, wife or Cohabitee of a Full Member A dependent of a Member, living with them which is < 17 years 18-25 years in full time education or not gainfully employed Husband, wife or Cohabitee	None	Yes	
Cadet	<= 17 years 18-25 years in full time education or not gainfully employed	None	Yes	Those aged 17 years old and under must be accompanied and supervised by an adult (18+ years old) appointed by the Cadet members parents or legal guardians (see Bylaw 20)
Crew	> 17 years	None	No	Entry restricted to sailing novices and be of a maximum of 2 years duration, following which Full Membership is required. This year shall serve as an introduction to sailing and to the Club. Majority of sailing shall be of a crew and not a helm otherwise required to become a Full member
Social	Any	None	No	
Paddlesport	Any	None	Yes*	
Corporate	Groups of 10+ people and which terms shall be determined by the directors from time to time.			
Temporary	Any person who is: <ul style="list-style-type: none"> • a competitor in any race, activity or event sponsored or organized by or on behalf of the Club; or • any person who is a member of the crew of such a competitor for the purpose of the race, activity or event; or • is a Responsible Person of a Cadet Member Shall be a Temporary Member of the Club and entitled to the use of Club premises within a period of 24 hours before and after any race/sailing in which the Competitor or Cadet is participating and/or competing in			

Member title	Age	Vote	Store boat at Club	Other
Affiliate	<p>Any person who is a member of an organisation with which special arrangements have been made for use of sailing facilities at Rotherham Sailing Club.</p> <p>A separate register of such members shall be kept by the Honorary Secretary: entitlements and obligations of Affiliate Members shall be as detailed in the agreement document drawn up with the affiliated organisation.</p> <p>Rotherham Model Yacht Club and Yorkshire Outdoor Swimmers are affiliated organisations.</p>			

* 'Boat' may only be a paddlecraft (Canoe/Kayak/Paddleboard).

30. Termination of Membership shall be in accordance with Article 12.

MANAGEMENT COMMITTEE (Articles 7 and 13)

31. The Directors shall comply with articles 7 and 13 in respect of the Directors' proceedings and General Meetings.
32. The Management Committee shall consist of the Directors.
33. The Directors shall manage the Club according to the Memorandum and Articles of Association and these Rules and Bylaws that are subject to the approval of the Members at the Annual General Meeting.
34. The Directors may appoint such Sub-Committees as it may consider. Directors are not required to be part of such committees providing that such committees be given clear-delegated authority by the Directors. Where such clear-delegated authority does not exist then a director shall be a member of such sub-committee. All sub-committees are required to report to the Management Committee immediately following the sub-committee meeting in a format and manner as agreed by the delegation.
35. In pursuance of the authority vested in the Management Committee and its sub-committees, Members of the Management Committee and sub-committees are entitled to be indemnified by the Members of the Club against any liabilities properly incurred by them or any one of them, on behalf of the Club whenever the contract is of, or could be assumed to be of, a duly authorised nature and entered into on behalf of the Club.

DUTIES OF THE OFFICERS OF THE CLUB

36. The Directors are responsible for the collection of all Annual Subscriptions from all Members and shall notify them in writing at the appropriate time, draw up a financial statement prior to the Annual General Meeting each year and present such statement, with the accounts, to the Meeting. Complete all statutory and other official documents and notices as required for the continued registration of the Club as a Company limited by guarantee.
37. The Annual General Meeting shall be held and approve the annual accounts prior to submission to Companies House.
38. Directors may ask members or representatives from Corporate Members to be part of the management of the Club as advisors, lead or form sub-committees from time to time.

VISITORS TO THE CLUB

39. Members may, subject to the Rules for the time being in force, personally introduce friends as visitors or prospective Members to the Club.

40. It is the responsibility of the introducing Member that the name and address of each visitor shall be entered in the Visitors Book, together with the signature of the introducing Member. No visitor shall be introduced under the Rule who has been rejected as a Member, or expelled or struck off as a defaulter.
41. A Member shall not introduce the same visitor on more than 6 separate occasions in any year.
42. A Member shall not introduce more than 3 visitors at any one time on racing days in the season.

ELECTION AND RESIGNATION OF MEMBERS; PAYMENT OF SUBSCRIPTIONS

43. The Subscriptions and/or Membership Fees and Joining Fees shall be determined from time to time by the Management Committee.
44. The Membership Year is 1st April to 31st March, and membership fees are due prior to the start of the membership to which they relate, and no later than 1st May with prior agreement of the directors.
45. A full calendar year's Boat Fee shall be payable in respect of each dinghy sailed or brought within the compound at any time during that Membership year. Members may transfer a boat fee paid from one boat to another provided that only one boat per fee is berthed or sailed at any one time. Boats belonging to temporary members, or other members at the Committee's discretion, are exempt from this rule. See the table in Rule 28 for details of the categories of membership that entitles a member to be allocated a boat berth.
46. Any Member who fails to pay his/her Subscription is liable to be struck off the Register of Members as a defaulter, although each case will be considered in all its aspects by the Directors.
47. The Directors are empowered to remit the whole, or a portion, of a Member's Subscription or Joining Fee at its discretion.
48. The Club may have different classes of membership and subscription on a non-discriminatory and fair basis (see rule 30). The Club will endeavour to keep subscriptions at levels that will not prevent people joining.
49. The Directors may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute. Appeal against refusal or removal may be made to the Members.
50. New members shall be proposed and seconded by two Management Committee Members having regard to Rule 23 to 0. Membership will have immediate effect and be submitted to a Director for posting in the Register of Members
51. The Subscriptions of newly elected Members shall become due on election and notice thereof by a Director. In default of such payment within 6 weeks, the election shall be void unless sufficient cause for delay be shown.
52. A Member elected after the first day of October in any year shall pay half the Annual Subscription applicable for that year (plus Joining Fee, if any). A Member elected after the first day of January in any year shall not be required to pay any Subscription in respect of the year of election, but shall pay, on election the Annual Subscription (plus Joining Fee, if any) in respect of the year following election.

53. A copy of the Club Rules and Regulations shall be supplied to each Member on election.

ELECTION OF OFFICERS AND MEMBERS OF THE COMMITTEE

54. A notice calling for nomination for Directors and any Members of the Management Committee, as determined from time to time, shall be posted on the Club Notice Board or by other means (for avoidance of doubt "other means" includes electronic mail and or website) to ensure that Members are sighted at least 4 weeks (2 weeks for electronic means) before the date of the Annual General Meeting.
55. The Nomination List shall be closed 7 days before the date of the General Meeting and no further names may be submitted.
56. Names of Members willing to stand for election must be appended with the names of the Proposer and Secunder, who must first have obtained the consent of the Nominee. All nominees must have been Full Members for a minimum of 12 calendar months prior to the Annual General Meeting and must maintain Full Membership status during their appointment.
57. Nominations may be sent to a nominated Director in writing, to be received at least 7 days before the date of the Annual General Meeting, with names of Proposer and Secunder appended.
58. Ballot papers, if appropriate, for electing Directors and Members of the Management Committee, as required from time to time, shall be issued to each voting Member attending the Annual General Meeting. The number of votes to be allocated shall be decided at the Meeting. A Member shall not be obliged to register all of his/her allocation, but may not give more than one vote to any candidate. Where there is an equality of votes, the Chairperson shall exercise a casting vote.
59. All proposed Committee Members may give a short presentation prior to any election.
60. Nominees for Membership may use Club facilities, subject to licensing laws in force, at the discretion of the Commodore, a Director or their representative upon deposit with the Club of a cheque for Subscription and Joining Fees and a satisfactorily completed application form.
61. NOTE: Current licensing laws state that no member shall use the Club's facilities until 2 days have elapsed from the posting of the notice of election.
62. Resignation of Members shall be handed in writing to a Director. Subscriptions shall be due up to the end of the current Membership Year.
63. Any Member leaving the Club must return all Club property, including all keys appertaining to the Club.

PURCHASE AND SUPPLY OF EXCISABLE GOODS

64. 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 Management Committee, or of a Sub-Committee appointed by the Management Committee.

65. Intoxicating liquor shall only be sold for consumption on the Club premises to persons over the age of 18 who are entitled to the use of the Club premises in accordance with the Club Rules and Bylaws for the time being in force. No Member under the age of 18 may purchase, or attempt to purchase, intoxicating liquor within Club premises. No Member under the age of 16 may purchase, or attempt to purchase, tobacco or cigarettes within Club premises.
66. No intoxicating liquor shall be supplied for consumption off the premises except to a member.
67. The permitted hours for the supply of intoxicating liquor are fixed (and may be varied from time to time) by the Management Committee in accordance with the statutory regulations prevailing for the time being in force. The permitted hours shall be prominently exhibited in the Club premises.
68. No member under the age of 18 will be allowed to serve intoxicating liquor.

CONDUCT OF MEMBERS

69. Should the conduct of any Member be, in the opinion of the Club, injurious to the Club, the Directors are empowered to ask the Member to resign. In the event of the said Member refusing to do so, his/her name shall be erased from the Register of Members.
70. The Directors, or any other person who has received the authority of 2 Directors, may expel, temporarily or permanently, any Temporary Member of the Club.
71. A Member shall not knowingly remove, injure, destroy or damage any property of the Club and shall make restitution for the same if called upon to do so by the Management Committee or by a Director upon the instructions of the Directors.
72. Members must abide by the Bylaws at all times.
73. Each Member shall furnish the Club with a current address which shall be recorded in the Register of Members and any notice sent to such an address shall be deemed to have been duly delivered.

ALTERATION TO THE RULES AND REGULATIONS

74. No addition to, alteration or amendment of these Rules and Regulations shall be made except at an Annual General Meeting or Special General Meeting and when approved by a two-thirds majority of voting Members present thereat.
75. Notice of any proposed addition, alteration or amendment shall be given to Members by a notice posted on the Club Notice Board or other such means as to ensure that the majority of Members receive notice, at least 14 days prior to such meeting.
76. Any changes posted must be proposed and seconded by Members or by the Committee if appropriate.

USE OF SURPLUS INCOME

77. No money or property of the Club or any gain arising from the carrying on of the Club shall be applied otherwise than for the benefit of the Club or for a benevolent or charitable purpose to be nominated by a General Meeting.

DISSOLUTION OF THE CLUB (Article 19)

78. The Members may vote to wind up the Club if not less than three quarters of those present and voting support that proposal at a properly convened General Meeting.

79. The Committee will then be responsible for the orderly winding up of the Club's affairs.

End of Rules

BYLAWS

1. A Member should inform the Committee of any proposed change of Membership Category or of boat.
2. A TEMPORARY Member may have full use of the Club facilities but:
 - c) No right to enter Club races or regattas unless specifically authorised by the Committee.
 - d) No right to introduce visitors to the Club or the facilities thereof.
 - e) No right to take part in the Management of the Club.
 - f) Is deemed to have notice of an impliedly undertake to comply with the Club Rules and current Bylaws as if he or she were a Member of the Club, and so far as the said Rules and Bylaws may be deemed to apply to such Temporary Member.
 - g) Shall be liable to expulsion from the Club premises or prohibited to use Club facilities if, in the opinion of the Committee, he or she shall not have reasonably complied with the above conditions.
3. No dogs may be brought onto Club premises except on a lead. No dogs are allowed in the Clubhouse except for support dogs.
4. Cars may only be parked in areas designated for such parking so as not to cause an obstruction to other cars or to the approaches to the Club premises.
5. Members requiring berthing space within the boat park should apply to the designated official who will allocate all places, mark them on a plan, and ensure that the Boat Fee has been paid.
6. Members must ensure that their boat is securely tied down, to avoid damage to others. Anchor points are provided, but Rotherham Sailing Club do not accept any responsibility for any damage arising from their use.
7. The landing stages are for use as temporary landings only, and boats may not be left at them permanently.
8. Members are requested to leave the landing stages clear for racing craft on fixture days.
9. Non-Racing dinghies at the discretion of the OOD's should follow the same course as racing dinghies and should not interfere with racing dinghies during a race. The definition of a dinghy is extended to include sailboards.
10. The OOD has the authority to prevent a person or boat being sailed if in his or her opinion it would be unsafe to do so.
11. No sailing or other water use is permitted during the hours of darkness.
12. Members are not permitted to sail unless in possession of the following current documents:
 - a) Sailing Permit
 - b) Measurement Certificate or an RSC self-certification of buoyancy
 - c) Insurance Certificate and have signed to indicate coverage for third party indemnity for the amount displayed on the Notice Board

13. In addition to the powers given to the Committee under Rules 43 to 52 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 boat, which is the property of that Member remains upon Club premises, the Committee may:
 - a) Move the boat to any other part of the premises without being liable for any loss or damage to the boat howsoever caused
 - b) Give one months' notice in writing to the Member at his or her last known address shown in the Club Register and thereafter sell the boat and deduct any monies due to the Club (whether by way of arrear of Subscriptions, Boat Fee or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the Member.
 - c) Alternatively, if the boat is unsaleable and after giving notice in writing as aforesaid, dispose of the boat in any manner the Committee may think fit, and deem the cost of so doing and any arrears as aforesaid to be a debt owing to the Club by the Member.

PROVIDED THAT proper evidence is available to show that all reasonable steps have been taken to trace the Member and that when and if the boat is sold the proceeds of sale (less any indebtedness by the 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 otherwise) for a period of six years.

14. No sailing (other than model yachts) or other water based sports may take place unless the patrol boat is adequately staffed (2 competent persons).
15. Adequate personal buoyancy must be worn at all times when afloat and/or on jetties.
16. All children up to the age of twelve years must wear buoyancy aids or lifejackets in the vicinity of the jetties.
17. Suitable protective clothing must be worn while sailing or in the patrol boat between the periods as specified on the Notice Board.
18. Members and visitors must not swim from Club premises unless as part of an organised Open Water Swimming event/activity.
19. Members and visitors must not operate a paddlecraft from Club premises unless as part of an organised paddlecraft event/activity.
20. Membership of the Club does not entitle a person to fish.
21. No children under the age of 18 are to be allowed on Club premises or to take part in Club events or activities unless adequate arrangements have been made by their parents or legal guardians for their supervision by a responsible person.
22. Road trailers are not to be left in the compound except where they are a combination road trailer/launching trolley and are stored in such a manner that they only occupy one boat space.