



CONVENING NOTICE FOR SPECIAL GENERAL MEETING  
Sunday 26 April 2026 - 15.00

Dear Member,

NOTICE IS GIVEN that a Special General Meeting of the Club will be held at Hayling Island Sailing Club, Sandy Point, Hayling Island, Hampshire, PO11 9SL on **26 April 2026 at 3p.m.**

AGENDA

1. Opening of SPECIAL GENERAL MEETING.
2. Apologies for absence – to RECEIVE and RECORD.
3. To consider and if thought fit, to pass the resolution overleaf.
4. Close meeting.

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End of Meeting

**Agenda Item 3: HAYLING ISLAND SAILING CLUB (“the Club”)**

**INCORPORATION OF THE CLUB**

**DISTRIBUTION OF ASSETS BY WAY OF RECONSTRUCTION**

**Pursuant to Rule 2.3 of the HISC Rules adopted 19 October 2025:**

**“THAT the Club distribute its assets by way of a scheme of reconstruction to Hayling Island Sailing Club Ltd, company no. 16464456 (“HISC Ltd”), a company limited by guarantee with similar objects to the Club and then dissolves, AND THAT, accordingly, the General Committee on behalf of the Club be authorised to:**

- a) adopt, with members of the General Committee as its first members and directors, the articles of association for HISC Ltd, in the form produced to the meeting;**
- b) in conjunction with the Trustees, effect the transfer of the assets and undertaking of the Club to HISC Ltd, upon the terms of the transfer agreement produced to the meeting and make arrangements to admit as members of HISC Ltd the members of the Club;**
- c) make any amendments to the documents referred to under (a) and (b) above, provided that such amendments do not materially alter their substance, and take any further actions necessary to give full effect to this Resolution.”**

**Notes:**

- In order for the Resolution to be passed, two thirds of those present and voting must vote in favour of it. This includes those voting by proxy.
- Those members eligible to vote (and in due course be admitted as members of HISC Ltd) are Full or Honorary Life members who are over 18 years of age at the date of the meeting in accordance with HISC Rule 39.1
- Voting members are entitled to appoint another voting member of the Club to act as a proxy to attend and vote in his/her stead pursuant to Rule 39.2. Please contact [reception@hisc.co.uk](mailto:reception@hisc.co.uk) if you wish to request a proxy form.
- The quorum for a General Meeting is 40 members in accordance with Rule 24

Date of Notice: 31 March 2026

PROPOSED BY RESOLUTION OF THE GENERAL COMMITTEE

## Explanation to Notice of Special General Meeting

This **explanation** is intended to assist as a guide and does not form part of the proposed resolution.

- a) A resolution to amend HISC Rule 2 was duly passed at the General Meeting of 19 October 2025. The additional Rule 2.3 allows for a decision to be taken by Club members on changing the Club's structure following legal and tax advice received by the Club.
- b) In accordance with Rule 2.3, if a two thirds majority of (voting) members of the Club agree, it can transfer its assets, upon dissolution, by way of a scheme of reconstruction to a limited company with similar objects to those of the Club.
- c) The notice invites members under this new Rule to consider and agree that the Club 'incorporates' as a limited liability entity, which involves the Club's assets and undertaking being transferred to the new company, HISC Ltd.
- d) HISC Ltd would be governed by the articles of association, which are its constitution, similar to how the Club is currently governed by the HISC Rules. While the articles of association will be HISC Ltd's governing document, HISC Ltd would also have rules which bind its members, which sit under and are subordinate to the articles.
- e) The new company would record the adoption of the articles of association and rules as part of a separate process, but your vote would provide a mandate for the General Committee to do this. In due course voting members would be invited to become a member of HISC Ltd.
- f) The motion therefore gives authority to the General Committee to take the necessary steps to implement the Club's decision to incorporate, using the documents in the form annexed.
- g) The notice is accompanied by the proposed draft articles of association and draft rules for the incorporated club. Please note that for the purposes of this meeting and until incorporation of the Club, the current (19 October 2025) HISC Rules remain effective.
- h) Also annexed is the draft transfer agreement that would give effect to the transfer of assets from the Club to the new company. The Trustees of the Club who currently hold the Club's property on its behalf would be parties to this agreement.

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**HAYLING ISLAND SAILING CLUB LIMITED**

**COMPANY NO. 16464456**

**ADOPTED ON XXXX 2026**

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## 1. Definitions and Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act	the Companies Act 2006 (as defined in section 2 of the 2006 Act)
AGM	Autumn General Meeting
Articles	the Club's articles of association for the time being in force which can only be amended by Special Resolution
Ballot Officer	the general manager of the Club, or such other independent person who is not a member of the General Committee, appointed to administer the ballot in accordance with Article 21.3
Circulation Date	in relation to a written resolution, has the meaning given to it in the Act
Clear Days	in relation to a period of notice means a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect
Club	Hayling Island Sailing Club Limited as regulated by these Articles
Club Member	any person who is paying a subscription to be a member of the Club and is admitted as a member of the Club according to the categories of membership as set out in the Rules from time to time, or is a Life Honorary Member or Honorary Member, including both Voting Members and Non-Voting Members
Communicate	includes both outgoing and incoming communication and means the ability for participants to hear and be heard, including the use of supplementary text-based features, but does not mean solely text based communication
Director	all General Committee members are Directors of the Club
Document	includes, unless otherwise specified, any document sent or supplied in electronic form
Electronic form and electronic means	has the meaning given to such terms in Section 1168 of the Act
Executives	those fulfilling roles set out in Article 20.3 who are also Directors
Flag Officers	those fulfilling roles set out in Article 20.2 who are also Directors

General Committee	the Directors of the Club as elected or appointed under Articles 20.1 as General Committee members
General Meeting	a meeting of the Voting Members of the Company duly convened and held in accordance with the Articles and the Act
Guarantee	the liability of each Voting Member of the Club as set out in Article 4
Honorary Member	an honorary member of the Club as more particularly described in the Rules from time to time. An Honorary Member is not a Voting Member.
Life Honorary Member	a life honorary member of the Club as more particularly described in the Rules from time to time.
Non-Executives	Directors of the Club who are appointed to the General Committee in accordance with article 23
Non-Voting Member	a Club Member who is not a Voting Member. A Non-Voting Member is not a member of the company for the purposes of the Act
Objects	the objects of the Club as stated in Article 2
Ordinary Resolution	a resolution passed by a simple majority of Voting Members
Present	in person, Virtually or by proxy
Rules	any Rules, byelaws and policies of the Club in place from time to time in accordance with Article 35
SGM	Spring General Meeting
Special Resolution	a resolution passed: <ul style="list-style-type: none"> <li>(a) at a meeting of the Members by a majority of not less than 75% of the Voting Members Present and voting upon the resolution which has been specified as a Special Resolution in the notice calling the meeting; or</li> <li>(b) in the case of a written resolution, passed by not less than 75% of the Voting Members voting upon the resolution.</li> </ul>
Surplus	excess of income over expenditure
Transfer Date	the date of the acceptance of all assets and undertakings from the Unincorporated Club to the Club with a view to carrying on its business

Unincorporated Club	the unincorporated association known as Hayling Island Sailing Club governed by Rules last amended on 19 <sup>th</sup> October 2025,
United Kingdom	Great Britain and Northern Ireland
Virtually	means by telephone link, video link, or other technology enabling all participants to Communicate with one another in real time without being physically present in the same place
Voting Member	a person over the age of 18 who is admitted to membership in accordance with Article 5. All Voting Members are members of the company for the purpose of the Act
Writing	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

- 1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act will have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and will not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an Article is a reference to the relevant Article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation from time to time made under it; and
- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 A reference to one gender will include all genders.
- 1.7 The singular will include the plural and vice versa.
- 1.8 Any phrase introduced by the terms including, include, in particular or any similar expression, will be construed as illustrative and will not limit the sense of the words preceding those terms.
- 1.9 The Model Articles for Private Companies Limited by Guarantee contained in Schedule 2 to the Companies (Model Articles) Regulation 2008 (SI 2008/3229) will not apply to the Club.

## **2. Objects**

- 2.1 The Club is established for the following purposes:

- 2.1.1 to acquire and take on the whole of the business and assets of the Unincorporated Club; and
- 2.1.2 to promote excellence in racing under sail and to encourage cruising under sail and/or power through:
  - a. developing and nurturing a club culture based on social interaction, member engagement, team spirit and safety;
  - b. facilitating and encouraging participation and enjoyment of all forms of sailing and water sports as approved by the General Committee;
  - c. inspiring current and future generations in the pursuit of sailing excellence;
  - d. offering world class events and championships;
  - e. ensuring financial sustainability for the Club, its resources and facilities; and
  - f. protecting and sustaining our local natural environment.
- 2.2 The Club is a non-profit making organisation and all Surplus shall be used to maintain or improve the Club and its facilities.

### **3. Powers**

- 3.1 In pursuance of the Objects, the Club has the power to:
  - 3.1.1 promote and hold, either alone or jointly with another party, meetings, competitions and regattas;
  - 3.1.2 accept or refuse any gift and raise funds;
  - 3.1.3 borrow money and give security for loans or other obligations;
  - 3.1.4 establish or purchase any subsidiary companies;
  - 3.1.5 sell, lease or otherwise dispose of property of any kind;
  - 3.1.6 acquire or hire property of any kind;
  - 3.1.7 open and operate bank accounts;
  - 3.1.8 deposit or invest its funds in any manner;
  - 3.1.9 hire out or share the facilities of the Club with any other association, club or persons on any terms;
  - 3.1.10 organise and provide education and training;
  - 3.1.11 establish or support or aid in the establishment and support of any organisation formed for objects similar to the Objects;
  - 3.1.12 enter into partnership or other arrangement with any other body with objects similar to the Objects;

- 3.1.13 acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any other body including any body having objects similar to the Objects;
- 3.1.14 enter into contracts to provide services;
- 3.1.15 employ and pay any person or persons;
- 3.1.16 co-operate with other bodies;
- 3.1.17 take out such insurance policies as are necessary to protect the Club;
- 3.1.18 provide indemnity insurance for the Directors or any other Club Member acting under the direction of the General Committee in accordance with and subject to the conditions in Sections 232-234 of the Act; and
- 3.1.19 do anything lawful which promotes the Objects or is conducive or incidental to doing so.

#### **4. Liability of Members of the Club**

- 4.1 The liability of each Voting Member is limited to £1, being the amount that each Voting Member guarantees to contribute to the assets of the Club in the event of its being wound up while they are a Voting Member, or within one year after they cease to be a Voting Member, for:
  - 4.1.1 payment of the Club's debts and liabilities contracted before they cease to be a Voting Member; and
  - 4.1.2 payment of the costs, charges and expenses of the winding up; and
  - 4.1.3 adjustment of the rights of the contributories among themselves.

#### **5. Members**

- 5.1 For the purposes of the Act, membership of the Club is limited to Voting Members.
- 5.2 Other Club Members shall be permitted to use and enjoy the facilities of the Club as may be set out in the Rules but shall not be Voting Members for the purposes of the Act.
- 5.3 No person will become a Voting Member unless:
  - 5.3.1 they are a natural person;
  - 5.3.2 that person is over the age of 18 years old;
  - 5.3.3 that person has completed an application for membership in a form approved by the General Committee from time to time;
  - 5.3.4 the General Committee has approved the application; and
  - 5.3.5 the member subscription and any applicable entrance fee has been paid as set out in the Rules.
- 5.4 The General Committee may refuse an application for Club membership, if they consider it to be in the best interests of the Club to refuse the application.

- 5.5 Every person who was a voting member of the Unincorporated Club, over the age of 18 and is paying a subscription as an Adult Single, Adult Couple, part of a Family Subscription or is a Life Honorary Member as set out in the Rules and who, in the timeframe specified by the General Committee, completes an application form agreeing to the stipulated conditions will be admitted as a Voting Member of the Club.
- 5.6 A Life Honorary Member of the Unincorporated Club will be deemed to be a Voting Member on confirmation of their guarantee in a form determined by the General Committee, but without any subscription requirement.
- 5.7 The Club will maintain a register of Voting Members and any person ceasing to be a Voting Member will be removed from the register.
- 5.8 The General Committee may establish different categories of Club Members and decide who will be eligible for admission to them and what their rights and obligations will be.
- 5.9 Membership is not transferable.

## **6. Member Subscriptions**

- 6.1 An annual subscription will be payable on 1 January in each year or on acceptance as a Club Member on any other date in accordance with the Rules.
- 6.2 The entrance fee and annual subscription for all categories of Club Members will be determined by the General Committee from time to time.

## **7. Other Classes of Membership**

Other classes of Non-Voting Members not providing the Guarantee under these Articles may be recommended by the General Committee from time to time and be set out in the Rules.

## **8. Termination of Club Membership**

- 8.1 A Club Member's membership (this includes, for the avoidance of doubt, a Voting Member's membership as a Voting Member) of the Club is terminated if:
- 8.1.1 they die;
  - 8.1.2 they resign by giving the Club three months' written notice. Any resignation shall take effect without prejudice to such Club Member's liability to pay their annual membership subscription in respect to the period in which the resignation takes place;
  - 8.1.3 any sum due from the Club Member to the Club is not paid in full within two months of it falling due, and the General Committee resolves that the membership of that Club Member be terminated; or
  - 8.1.4 they cease to be a Club Member under the Rules.
- 8.2 Any Club Member who is removed pursuant to Articles 8.1.3 or 8.1.4 must be notified. No Club Member removed under 8.1.3 or 8.1.4 may become a Club Member in the future other than by unanimous decision of the General Committee.

## **9. Cessation of Membership**

Any person, on ceasing to be a Club Member, shall forfeit all right to have any claim upon the Club, its property and funds (except for any claim to the repayment of any loan made to the Club or which may not be excluded by law ).

## **10. Calling General Meetings**

- 10.1 The AGM will be held in the autumn of each year.
- 10.2 The SGM will be held in the spring of each year.
- 10.3 The General Committee may call a General Meeting of the Voting Members at any time, and such a meeting will be held in accordance with the Act.
- 10.4 General Meetings may be held as physical or hybrid meetings, where some Voting Members attend electronically and some attend physically, and it will be for the General Committee to determine the format.
- 10.5 The General Committee must call a General Meeting if they receive a request to do so from not less than 5% of the Voting Members, in accordance with section 303 of the Act. The meeting must be called within 21 days of the receipt of the request and must be held within 28 days of the date of the notice calling the meeting.
- 10.6 If the General Committee fails to call a meeting following a request from the Voting Members under Article 10.5, the Voting Members may convene a General Meeting in accordance with Section 305 of the Act.

## **11. Business at General Meetings**

- 11.1 The business at an AGM shall include:
  - 11.1.1 a report from the Sailing and House Sub-committees and such other sub-committees as the General Committee shall consider appropriate;
  - 11.1.2 the retirement, appointment or re-appointment of the General Committee in accordance with articles 21, 22, 23 and 24;
  - 11.1.3 conducting such business as may arise therefrom;
  - 11.1.4 the appointment of auditors;
  - 11.1.5 deciding upon any resolution submitted to the meeting, as provided for in Article 11.3; and
  - 11.1.6 considering any other business the General Committee shall deem appropriate.
- 11.2 The business at an SGM shall include:
  - 11.2.1 receiving the balance sheet and statement of accounts for the past year;
  - 11.2.2 receiving the report from the Rear Commodore Finance on the balance sheet and statement of accounts;
  - 11.2.3 approving the rolling five-year forward plan;

- 11.2.4 deciding upon any resolution submitted to the meeting, as provided for in Article 11.3; and
  - 11.2.5 considering any other business the General Committee shall deem appropriate.
- 11.3 Any Voting Member who wishes to propose a motion at an AGM or SGM shall give no less than 38 days' notice in writing to the General Committee, naming the seconder. Each such motion will then be included in the agenda for and notice calling the meeting.

## **12. Notice of General Meetings**

- 12.1 No business may be conducted at any General Meeting unless a notice has been sent to every Voting Member and Director which:
- 12.1.1 sets out the time, date, place and the general nature of the business of the meeting;
  - 12.1.2 sets out the text of any resolution which is proposed to be passed at the General Meeting; and
  - 12.1.3 is given in hard copy form, electronic form or by means of the website, in accordance with section 309 of the Act, or partly by one such means and partly by another.
- 12.2 The minimum periods of notice required to hold a General Meeting of the Club are:
- 12.2.1 21 clear days for a SGM, an AGM or a General Meeting called for the passing of a Special Resolution; and
  - 12.2.2 14 clear days for all other General Meetings.
- 12.3 A General Meeting may be called on shorter notice if it is so agreed by a 90 per cent majority in number of Voting Members having a right to attend and vote at the meeting.

## **13. Attendance By Non-Voting Members**

The General Committee may permit Club Members who are Non-Voting Members or other persons who are not Voting Members of the Club to attend and speak at a General Meeting.

## **14. Quorum for General Meetings**

- 14.1 No business will be transacted at any General Meeting unless a quorum is Present. A quorum is the lower of:
- 14.1.1 40 Voting Members, or
  - 14.1.2 10% of Voting Members
- who are Present and entitled to vote on the business to be conducted at the meeting.
- 14.2 If a quorum is not Present from the time appointed for the meeting or if during the meeting a quorum ceases to be Present, the meeting will be dissolved if it was called upon the requisition of Voting Members. In any other case:

- 14.2.1 the meeting will be adjourned to such time and such place as determined by the General Committee; and
- 14.2.2 the General Committee must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting; and
- 14.2.3 if no quorum is Present at the reconvened meeting within 15 minutes of the time specified for the start of the meeting, the Voting Members Present at that time will constitute the quorum for that meeting.

## **15. Chairing General Meetings**

- 15.1 The Commodore will chair General Meetings of the Club or, if they are absent, they may delegate the chairmanship to another member of the General Committee. If neither the Commodore nor the delegated chair is Present within 15 minutes, the Voting Members Present and entitled to vote must choose one of their number to chair the meeting.
- 15.2 In the event of an equality of votes, the chair will have a second casting vote. This does not apply if the chair is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **16. Decision-Making by Members**

- 16.1 The decisions in this sub-clause must be approved by Special Resolution:
  - 16.1.1 borrowing money and giving security for loans or other obligations, in excess of £100,000 in aggregate during any financial year, or any other higher amount which may be agreed by Ordinary Resolution from time to time;
  - 16.1.2 selling or otherwise disposing of the Club's freehold property other than the grant of a lease for a term of less than 7 years; or
  - 16.1.3 acquiring, amalgamating or merging with, or undertaking all of the property, liabilities and engagements of any other body.
- 16.2 Subject to the Act, at any general meeting:
  - 16.2.1 every Voting Member Present will on a show of hands have one vote unless before, or on the declaration of the result of, the show of hands a poll is demanded; and
  - 16.2.2 every Voting Member Present will on a poll have one vote.
- 16.3 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.
- 16.4 Unless a poll is demanded, the declaration by the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

- 16.5 A technical defect in the voting process of which the Voting Members are unaware at the time, does not invalidate a decision taken at a General Meeting or a written resolution of the Voting Members.
- 16.6 A poll on a resolution may be demanded—
- 16.6.1 in advance of the general meeting where it is to be put to the vote, or
  - 16.6.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 16.7 A poll may be demanded by—
- 16.7.1 the chairman of the meeting;
  - 16.7.2 the directors;
  - 16.7.3 two or more persons having the right to vote on the resolution; or
  - 16.7.4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 16.8 A demand for a poll may be withdrawn if—
- 16.8.1 the poll has not yet been taken, and
  - 16.8.2 the chairman of the meeting consents to the withdrawal.
- 16.9 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

## **17. Appointment of Proxies**

- 17.1 A Voting Member is entitled to appoint a proxy, in accordance with the Act, to exercise all or any of their rights to attend (including Virtually) and to speak and vote at a General Meeting.
- 17.2 The appointment of a proxy under Article 17.1, must be notified to the General Committee in writing 24 hours before the commencement of the meeting at which the proxy is due to be Present.

## **18. Written Resolutions**

Except where otherwise provided by these Articles or the Act, a written resolution as defined in the Act (whether an Ordinary or a Special Resolution) is as valid as an equivalent resolution passed at a General Meeting. For this purpose, the written resolution may be set out in more than one document.

## **19. General Committee**

- 19.1 The General Committee is responsible for the management of the Club's business, for which they may exercise all powers of the Club other than those decisions specifically reserved to the Voting Members as set out in Article 16.1.
- 19.2 Each General Committee member is a Director of the Club for the purposes of the Act.

- 19.3 No-one may be a General Committee member unless they are a Voting Member.
- 19.4 A General Committee member may not appoint an alternate General Committee member or anyone to act on their behalf at General Committee meetings.
- 19.5 Unless otherwise agreed by the General Committee, no person shall be eligible for election as a member of the General Committee unless they have been a Voting Member for at least two years.

## **20. Number of General Committee Members**

- 20.1 The number of General Committee members shall be no fewer than six and no more than 12 consisting of the three Flag Officers listed at Article 20.2, three Executives listed at Article 20.3, and six elected Non-Executives.
- 20.2 The Flag Officers are appointed in accordance with article 21 and hold the following roles:
  - 20.2.1 Commodore
  - 20.2.2 Vice Commodore Sailing
  - 20.2.3 Vice Commodore House
- 20.3 The Executives are appointed in accordance with article 22 and hold the following roles:
  - 20.3.1 Chair of the Membership Committee
  - 20.3.2 Chair of the Estates Committee
  - 20.3.3 Rear Commodore Finance
- 20.4 Where the number of General Committee members falls below the minimum required by article 20.1 the remaining General Committee members may, notwithstanding any other provision of these Articles, co-opt such number of eligible Voting Members as is necessary to restore the General Committee to the minimum number required, provided that if the number of co-opted General Committee members exceeds the number of elected General Committee members the General Committee must call a General Meeting to address this. Any such co-opted General Committee member shall hold office only until the next AGM and shall be eligible for election. For the avoidance of doubt, this Article 20.4 provides the only circumstances in which a Non-Executive may be co-opted.
- 20.5 The failure to elect a General Committee member will not invalidate any proceedings of the General Committee but any Flag Officer or Executive vacancy that reduces the number of General Committee members below the minimum specified in Article 20.1 must be filled as soon as reasonably practicable.
- 20.6 The general manager of the Club may attend a meeting of the General Committee by invitation but shall not vote or count towards quorum.
- 20.7 The first General Committee members will be those who held the corresponding role in the Unincorporated Club and will be automatically appointed as the General

Committee of the Club on the Transfer Date. Their terms of office shall be inherited from the terms of office that they held in the Unincorporated Club.

## **21. Flag Officer Appointment and Terms**

21.1 The Flag Officers are to be elected by the Voting Members at an AGM and may be co-opted by the General Committee should a vacancy occur, in accordance with any procedures set out in the Rules. Any co-opted Flag Officer will retire at the next AGM following their appointment but will be eligible for election.

21.2 The Flag Officers will retire at each AGM but will be eligible for re-election, except that no one may:

21.2.1 hold office for more than three consecutive years

21.2.2 unless otherwise agreed by the General Committee in accordance with article 21.3.

21.3 Where it is in the best interests of the Club for a Flag Officer to be eligible for re-election beyond three consecutive years up to a maximum of a total of five consecutive years, the General Committee may approve this by a two-thirds majority subject to the following:

21.3.1 the Flag Officer whose eligibility is being determined must leave the room/absent themselves for the discussion and vote and not participate in any way;

21.3.2 the chair of the General Committee (to be appointed in accordance with Article 28.1) must:

a. direct that the vote will be by secret ballot; and

b. appoint a Ballot Officer to administer the ballot.

21.3.3 each member of the General Committee must give their vote confidentially to the Ballot Officer, so that only the Ballot Officer knows both the identity of the voter and how they voted; and

21.3.4 the Ballot Officer shall count the votes and declare the outcome of the vote.

## **22. Executive Appointment and Terms**

22.1 The Executives are to be elected by the Voting Members at an AGM or co-opted by the General Committee should a vacancy occur, in accordance with any procedures set out in the Rules. Any co-opted Executive will retire at the next AGM following their appointment but will be eligible for election.

22.2 Executives will retire at each AGM but will be eligible for re-election.

## **23. Non-Executive Appointment and Terms**

23.1 Up to six Non-Executives are to be elected by the Voting Members at an AGM in accordance with any procedures set out in the Rules.

- 23.2 Elected Non-Executives will retire at each AGM such that there is one vacancy for elected Non-Executives on the General Committee. They will be eligible for re-election.
- 23.3 Elected Non-Executives will retire in order of seniority calculated from the date of their most recent election. In the case of equal seniority, the order of retirement shall be determined by lot, if agreement between those concerned cannot be obtained.

## **24. Director Termination**

- 24.1 A General Committee member will cease to hold office if:
- 24.1.1 their term of office expires;
  - 24.1.2 they cease to be a Voting Member of the Club;
  - 24.1.3 they are removed by Ordinary Resolution of the Voting Members pursuant to the Act;
  - 24.1.4 they cease to be a Director by virtue of any provision in the Act or are prohibited by law from being a Director;
  - 24.1.5 they have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
  - 24.1.6 in the written opinion of a registered medical practitioner who is treating them, they have become physically or mentally incapable of acting as a Director and may remain so for more than three months;
  - 24.1.7 they resign by written notice to the Club, provided that at least six General Committee members will remain in office once the resignation takes effect;
  - 24.1.8 they are absent from all General Committee meetings held within a period of six consecutive months, without the permission of the General Committee, which resolves that their office be vacated; or
  - 24.1.9 they are removed by a resolution passed by a two thirds majority of other General Committee members on the basis that their removal as a Director is in the best interest of the Club.
- 24.2 Before passing any resolution under Article 24 the General Committee shall first invite the views of the Director concerned and consider the matter in light of any such views.

## **25. Calling a General Committee Meeting**

- 25.1 The General Committee shall meet not less than eight times per year and at least every two months. Any additional meeting may be called by the Commodore, the chair appointed in relation to the meeting in accordance with Article 28 or at the request of six General Committee members.
- 25.2 Notice of a meeting need not be in writing but must be given to each member of the General Committee and must specify:
- 25.2.1 the proposed date and time of the meeting;

- 25.2.2 where the meeting is to take place; and
  - 25.2.3 if it is anticipated that the General Committee members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 25.3 A General Committee meeting may be either in person and/or by electronic means agreed by the General Committee members, by which all those participating in the meeting are able to communicate with all other participants.

## **26. Decisions Made by the General Committee**

- 26.1 A decision of the General Committee is taken in accordance with this Article when all General Committee members, eligible to vote under Article 29, indicate to each other by any means in Writing that they share a common view on a matter.
- 26.2 Where all members of the General Committee do not share a common view on a matter, decisions are made by a majority vote in a meeting.
- 26.3 A decision may not be taken in accordance with this Article if the eligible General Committee members would not have formed a quorum at such a meeting.

## **27. Quorum for General Committee Meetings**

- 27.1 The quorum for a General Committee meeting is six which must include at least one Flag Officer or Executive as set out in Articles 20.2 and 20.3.
- 27.2 Unless a quorum is Present, no proposal is to be voted on, except a proposal to call another meeting.
- 27.3 If the quorum cannot be met because all Flag Officer and Executive roles are vacant, the General Committee may not take any decision other than a decision to call a General Meeting to appoint such General Committee members as are required to meet the quorum requirements set out in Article 27.1.

## **28. Chairing General Committee Meetings**

- 28.1 The Commodore will act as chair for General Committee meetings. In the Commodore's absence or abstention from a vote, the chair will be appointed from amongst the following in order of priority: Vice Commodore Sailing, Vice Commodore House or any other General Committee member appointed by those Present at the meeting.
- 28.2 In the event of an equality of votes, the chair will have a second casting vote. This does not apply if the chair is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **29. Conflicts of Interest**

- 29.1 A General Committee member must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Club, or in any transaction or arrangement entered into by the Club, which has not previously been declared.

- 29.2 If a proposed decision of the General Committee is concerned with an actual or proposed transaction or arrangement with the Club in which a General Committee member is interested, that General Committee member is not to be counted as participating in the decision-making process for quorum or voting purposes, unless in the opinion of the other members of the General Committee that General Committee member's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.
- 29.3 Where the number of non-conflicted General Committee members is less than the quorum for the purposes of approving a resolution authorising any situation or transaction constituting a conflict as anticipated by the Act, the quorum will be all the non-conflicted General Committee members.
- 29.4 The General Committee may, in accordance with the requirements set out in Article 29.5, authorise any situation in which a General Committee member has or can have, a direct or indirect interest that conflicts or possibly may conflict with the interests of the Club which would, if not authorised, involve a General Committee member breaching their duty under Section 175 of the Act, to avoid conflicts of interest.
- 29.5 Any authorisation under Article 29.4 will only be effective if:
- 29.5.1 the matter in question was proposed by any General Committee member for consideration in the same way that any other matter may be proposed to the General Committee; and
  - 29.5.2 any requirement as to the quorum is met without counting the interested General Committee member; and
  - 29.5.3 the matter was agreed to without the interested General Committee member voting or would have been agreed to if the interested General Committee member's vote had not been counted.
- 29.6 When all General Committee members are conflicted, the Club will pass the conflict to the Voting Members for approval by Ordinary Resolution.

### **30. Procedural Defects**

A procedural defect of which the General Committee was unaware at the time will not invalidate any decisions taken at that General Committee meeting.

### **31. Application of Income and Surplus**

- 31.1 The income of the Club will be applied solely in furtherance of the Objects and no part of the income or property of the Club may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit, to any Voting Member or General Committee member. This will not prevent:
- 31.1.1 the provision of facilities or services to any Club Member;
  - 31.1.2 the provision of facilities or services to any General Committee member in their capacity as a Club Member;
  - 31.1.3 the payment or provision in good faith of:

- a. reasonable and proper remuneration to any Club Member for any goods or services supplied to the Club provided that Article 31.2 applies if such a member is a General Committee member; or
- b. interest on money lent by a Club Member to the Club at a reasonable and proper rate; or
- c. reasonable and proper rent for premises demised or let by a Club Member to the Club; or
- d. reasonable out-of-pocket expenses properly incurred by a General Committee member when acting on behalf of the Club; or
- e. Directors' indemnity insurance purchased by the Club for the benefit of its General Committee members.

31.2 A General Committee member may only be paid for goods or services supplied to the Club if:

- 31.2.1 there is a written agreement between the Club and the General Committee member setting out the amount or the maximum amount that they may be paid; and
- 31.2.2 the amount is fair and reasonable in all the circumstances; and
- 31.2.3 there is a majority of General Committee members who have not been paid for goods and services to the Club.

### **32. Winding Up**

32.1 On the winding up or dissolution of the Club, after provision has been made for all its debts and liabilities, any assets or property that remain (the Club's remaining assets) will not be paid or distributed to the Club Members but will be applied or transferred at the discretion of the General Committee:

- 32.1.1 directly for the Objects and/or
- 32.1.2 to any club, organisation, charity or other non-profit making organisation for purposes similar to the Objects of the Club as determined by Special Resolution of the Voting Members.

### **33. Delegation By the General Committee**

33.1 The General Committee will appoint the following standing committees subordinate to the General Committee annually, the composition and terms of reference of which are defined in the Rules:

- 33.1.1 Sailing Committee,
- 33.1.2 House Committee,
- 33.1.3 Estates Committee
- 33.1.4 Strategy Committee, and
- 33.1.5 Membership Committee

33.2 The General Committee will appoint the following permanent Committees subordinate to the Sailing Committee annually, the composition and terms of reference of which are defined in the Rules:

33.2.1 Club Racing

33.2.2 Cruising, and

33.2.3 Youth

33.3 The General Committee may appoint from time-to-time additional ad hoc subcommittees with specialist functions and duties.

33.4 The Commodore and Vice Commodores, or their nominated representatives from the General Committee, shall have the right to attend the meeting of any committee.

#### **34. Change of Name and Articles**

34.1 The name of the Club may be changed only by a Special Resolution of the Voting Members

34.2 These Articles may be only amended by Special Resolution of the Voting Members.

#### **35. Rules**

35.1 The General Committee may make such reasonable and proper Rules as they may deem necessary for the proper conduct and management of the Club. A copy of the Rules currently in force shall be permanently posted on the Club's website and noticeboard.

35.2 The Rules may regulate the following matters but are not restricted to them:

35.2.1 the admission and removal of Club Members and the rights and privileges of such Club Members and the entrance fees, subscriptions and other fees or payments to be made by Club Members or by different categories of Club Members;

35.2.2 the conduct of Club Members in relation to one another and to the Club's employees;

35.2.3 the use of the Club's property and facilities;

35.2.4 the procedure at General Meetings and General Committee meetings so far as such procedure is not regulated by the Act or the Articles;

35.2.5 generally, such matters as are commonly the subject matter of Club or company Rules.

35.3 The Rules will be binding on all Club Members. No Rule will be inconsistent with, or will affect or repeal anything contained in, the Articles.

#### **36. Minutes**

36.1 The General Committee will ensure the Club keeps the following records in writing and in permanent form:

- 36.1.1 minutes of proceedings at General Meetings; and
- 36.1.2 minutes of General Committee meetings and of subcommittee meetings, including the names of the General Committee and others in attendance at such meetings; and
- 36.1.3 copies of resolutions of the Club and of the General Committee, including those passed otherwise than at General Meetings or at General Committee meetings; and
- 36.1.4 particulars of General Committee members.

### **37. Records and Accounts**

- 37.1 The General Committee will comply with the requirements of the Act as to maintaining a Voting Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of confirmation statements, reports, returns or accounts as required from time to time
- 37.2 Accounting records relating to the Club must be made available for inspection by any General Committee member at any reasonable time during normal office hours.

### **38. Communications**

- 38.1 Notices and other documents to be served on Voting Members or General Committee members under these Articles or the Act may be served:
  - 38.1.1 by hand
  - 38.1.2 by post
  - 38.1.3 by suitable electronic means, or
  - 38.1.4 through publication in the Club's newsletter and/or on the Club's website and/or the Club members' private online portal.
- 38.2 The only address at which a Voting Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Voting Members.
- 38.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
  - 38.3.1 24 hours after being sent by electronic means, posted on the Club's website or the Club members' private online portal or delivered by hand to the relevant address; or
  - 38.3.2 three clear days after being sent by first class post to that address; or
  - 38.3.3 five clear days after being sent by second class post to that address; or
  - 38.3.4 immediately on being handed to the recipient personally; or, if earlier,
  - 38.3.5 as soon as the recipient acknowledges actual receipt.
- 38.4 A technical defect in service of which the General Committee is unaware at the time does not invalidate the notice or document.

### 39. Irregularities

The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision, shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons Present or voting or by reason of any business being considered which is not specified in the notice.

### 40. Indemnity and Insurance

40.1 Subject to Article 40.2 but without prejudice to any indemnity to which they may otherwise be entitled, every General Committee member or former General Committee member, or Club Member acting in an official capacity, will be indemnified out of the assets of the Club in relation to any liability they incur in that capacity.

40.2 Article 40.1 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

40.3 The General Committee must decide to purchase and maintain insurance, at the expense of the Club for the benefit of any relevant officer in respect of any relevant loss.

40.4 In this Article 40 :

40.4.1 a **relevant officer** means any Director, other officer, former director or other officer of the Club or an associated company, but excluding in each case any person engaged by the Club as auditor (whether or not they are also a Director or other officer), to the extent they act in their capacity as auditor); and

40.4.2 a **relevant loss** means any loss or liability that has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Club.

**RULES**

**OF**

**HAYLING ISLAND SAILING CLUB LIMITED**

**ADOPTED ON XXXX 2026**

These Rules became effective on xxx (date when new A of A go live). In the event of a conflict between these Rules and the Club's Articles of Association, the Articles take precedence.

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## **1. DEFINITIONS**

The definitions below and given in the Club's articles of association shall have the same meaning in these Rules unless otherwise defined below.

**Flag Officer**     The Flag Officers as defined in the Articles as well as the Rear Commodore (Racing), Rear Commodore (Cruising) and Rear Commodore (Youth)

**Member**            A Club Member of any category, including both Voting Members and Non-Voting Members, as defined in the Articles and the Rules. For the avoidance of doubt, only Voting Members are members of the Company for the purposes of the Companies Act 2006.

## **PART A**

## **2. RULES OF THE CLUB**

- 2.1. These are the Rules ('Rules') of the Club incorporated on 21 May 2025 as a Company Limited by Guarantee, with premises situated at Sandy Point, Hayling Island.
- 2.2. The Club's Articles are the primary governing document of the Club. The Articles are supplemented by these Rules which deal with the management of the Club and its affairs and the operation of the Club and its use by Members and visitors and as such these Rules should be read in together with the Articles. The Rules are subject to the Articles and the Articles prevail.
- 2.3. Separate policies and procedures issued from time-to-time deal with specific areas of the Club's operations.
- 2.4. All Members shall accept and abide by these Rules. Failure to comply with these Rules will be investigated and may result in disciplinary action being taken under Club Rule 29.
- 2.5. A copy of the current Rules and the Articles shall be posted on the Club noticeboard and website.
- 2.6. The Club burgee shall be the arms of Hayling in blue, yellow and white on a red field.
- 2.7. The Club shall be fully affiliated to the Royal Yachting Association.

## **MANAGEMENT OF THE CLUB**

**3. COMMITTEE STRUCTURE**

- 3.1. There shall be five permanent Committees subordinate to the General Committee, namely Sailing, House, Estates, Strategy and Membership.
- 3.2. There shall be three permanent Committees subordinate to the Sailing Committee, namely Club Racing, Cruising and Youth.
- 3.3. There shall be a Class Captains' Forum which shall provide a focus for the Class Captains to represent the views and wishes of their classes to the Sailing and House Committees regarding both on-water and shore-side activities.
- 3.4. The Club encourages Members to form special interest groups to pursue sailing and non-sailing activities, but if these require the use of Club resources or facilities this must be approved by the appropriate Committee.
- 3.5. All Committees subordinate to the General Committee may co-opt (in addition to the authorised numbers) up to a maximum of four people per Committee. Their co-option is to be agreed by the General Committee.
- 3.6. All Committees may invite persons to attend if they are able to provide a specific expertise. These invited attendees shall not form part of quorum or have any voting rights and may be Non-Voting Members. Any invited persons must comply with the confidentiality measures in force at the time.
- 3.7. All Committees shall meet, and report back as directed by the General Committee.

**4. THE GENERAL COMMITTEE**

- 4.1. The General Committee members who are the Directors of the Club shall (inter alia):
  - (a) establish the operating policies for the running of the Club, monitor the outcomes of such policies and revise as necessary;
  - (b) set policies to ensure compliance with relevant legal and regulatory requirements and monitor their implementation;
  - (c) manage all affairs and property of the Club except as otherwise provided for in these Rules;
  - (d) develop and maintain a five year Forward Plan for the Club setting the strategic direction of the Club on recommendations from the Strategy Committee. The five year Forward Plan shall be reviewed and updated annually;
  - (e) set policies for the recruitment and retention of Members based upon recommendations from the Membership Committee;

- (f) approve the annual sailing programme of Club racing, open meetings and championships up to five years ahead based upon advice from the Sailing Committee;
  - (g) be responsible for: receiving reports from the Commodore and Vice Commodores concerning the employment and discharge of senior Club staff when appropriate; establishing the level of all charges made to Members on account of services, facilities, joining fees, subscriptions, moorings, winter lay-up and boat registration fees; coordinating sponsorship, publicity, marketing and sales; appointing Club Officials (other than race officials); agreeing the co-option of Members to committees; maintaining the integrity of the Club's sea defences; oversight of the Thursday Club and the 500 Club; nominating two Members to represent the Club on the Chichester Harbour Federation following recommendations from the Sailing Committee; nominating a representative to sit on the station committee of the Hayling Branch of the RNLI;
  - (h) discharge the following financial responsibilities: the administration and investment of Club funds; setting the Club budgets; managing the overall in-year finances of the Club; monitoring income and expenditure against all budgets on a monthly basis; setting the requirement for capital expenditure on maintenance of Club property and on replacement and renewals; preparing the general account budget;
  - (i) co-ordinate the activities of, and manage priorities between, the House, Estates, and Sailing Committees;
  - (j) manage the interface between elected officers, committees, sub-committees and the General Manager;
  - (k) oversee the Club administration;
  - (l) allocate the various areas of the Club site for management by the Sailing, Estates and House Committees;
  - (m) make provision for an on-site chandlery.
- 4.2. Without limiting their powers and duties under the Articles, the General Committee shall have the power to:
- (a) appoint Members of the Club to act as officials to carry out such duties (not inconsistent with these Rules) as it may determine; and
  - (b) remove a member of any other committee or sub-committee by a vote of 'no confidence' in which two thirds of those eligible to vote assent.
- 4.3. On taking office, the General Committee shall agree the co-opted members of all other committees and appoint officials.

- 4.4. One elected member of the General Committee, who is not a Flag Officer or Executive shall undertake the task of being 'Guardian of the Rules' during the elected term, the responsibilities of such role to be agreed by the General Committee.
- 4.5. In the event that one or more of the senior employee roles, as set out in Rule 15.1, is not filled, the General Committee shall make temporary arrangements to ensure that the tasks normally undertaken by that employee are covered.

## **5. SAILING COMMITTEE**

- 5.1. The Sailing Committee shall comprise six members: the Vice Commodore Sailing, Rear Commodores (Racing), (Cruising) and (Youth) and two elected Members. In addition, the Marine Manager may attend but shall not vote or count towards quorum.
- 5.2. The Sailing Committee is responsible for ensuring that all on-water activities of the Club are coordinated and that there is appropriate liaison between the Club Racing, Cruising and Youth Committees to ensure an effective use of available resources to enable each Committee to carry out its functions.
- 5.3. The Sailing Committee is responsible for advising the General Committee on the formulation of policy concerning on-water activities and related onshore services and facilities of the Club, including safety, championships, open meetings and winter lay-up.
- 5.4. The Sailing Committee is responsible for:
  - (a) development and generation of the annual sailing programme of Club racing, open meetings and championships up to five years ahead, in consultation with the House Committee, for approval by the General Committee, including marketing the Club to Class Associations and National Authorities as a location for their major sailing events;
  - (b) co-ordination and conduct of the in-year championship and open meeting programme including the provision of adequate on water safety resources during club organised events;
  - (c) providing and maintaining permanent racing marks inside and outside the harbour;
  - (d) identification of those classes currently most active in racing and cruising for the purposes of organising Club racing and allocating dinghy parking priorities
  - (e) setting priorities for boat space allocation ashore;
  - (f) receiving feedback from the Class Captains' Forum, and liaison with them on sailing matters;

- (g) advising the General Committee on boat registration fees;
  - (h) co-ordination with the RYA and to oversee the RYA recognised 'Training Centre Principal';
  - (i) provision and maintenance of Club boats, boat hoists, winches and the pontoon jetty;
  - (j) provision and maintenance of the equipment necessary for racing, including marks, radios, flags, sound signals and the race box; and
  - (k) maintaining the Club slipways and launching runways and sand clearance to ensure their accessibility for the launching and recovery of boats.
- 5.5. The Sailing Committee shall ensure that open meetings and championships are properly resourced with race officers, race officials, committee, safety and mark boat crews, and an onshore beachmaster as appropriate, coordinating duty allocations with the Club Racing Committee.
- 5.6. The Sailing Committee shall:
- (a) in consultation with the Rear Commodore Finance and General Manager prepare and submit to the General Committee the proposed annual budgets for the Racing, Cruising, and Youth Committees which shall include its recommendations on boat registration fees and those of the Cruising Committee on mooring and lay-up fees;
  - (b) receive monthly trading accounts for all matters within its area of responsibility. It shall examine variations from agreed budgets and report to and make recommendations to the General Committee for improvement or remedial action;
  - (c) be responsible for advising the General Committee of the requirement for capital expenditure on replacement and renewals of boats, moorings, winches and the pontoon jetty and facilities required in conjunction with such matters;
  - (d) recommend two Members to the General Committee to represent the Club on the Chichester Harbour Federation;
  - (e) present a written report that incorporates reports from the Racing, Cruising and Youth Committees to Members at the AGM;
  - (f) be responsible for the co-ordination of all training activities relating to competency afloat and in race management; and
  - (g) be responsible for ensuring that the Club maintains its status as an RYA Recognised Training Centre and all training activities organised by the Club

including the Thursday Club accord with the RYA's requirements for Recognised Training Centres.

**6. HOUSE COMMITTEE**

6.1. The House Committee shall comprise five members: the Vice Commodore House, two elected and two co-opted Members. In addition, the House Manager may attend but shall not vote or count towards quorum.

6.2. The House Committee shall oversee the onshore hotel services (food, accommodation, bars, car parking), and the coordination of internal and externally sponsored social events and their security.

6.3. The House Committee shall:

- (a) in consultation with the Rear Commodore Finance and General Manager prepare and submit to the General Committee the proposed annual budgets for accommodation, bar and catering budgets, corporate sailing and non-sailing events;
- (b) receive monthly trading accounts for bars, catering services and accommodation. It shall examine variations from agreed budgets and report to and make recommendations to the General Committee for improvement or remedial action;
- (c) be responsible for advising the General Committee on the formulation of policy concerning domestic facilities in the Club including public rooms, accommodation, bars, catering and car parking;
- (d) liaise with the Sailing Committee, Estates Committee and Class Captains' Forum on House-related matters;
- (e) be responsible for marketing the Club as an attractive location for corporate sailing and non-sailing events, including dinners, meetings, away days and wedding receptions;
- (f) present a written report to Members at the AGM.

**7. ESTATES COMMITTEE**

7.1. The Estates Committee shall comprise a Chair who is a member of the General Committee and up to four appropriately experienced co-opted Members. The General Manager may attend but shall not vote or count towards quorum.

7.2. The Estates Committee shall oversee the management of the Club land and buildings and the security facilities of the Club premises.

7.3. The Estates Committee shall:

- (a) be responsible for reporting to and advising the General Committee, by way of an Asset Management Plan, on the facilities management and maintenance of the club premises, and on the requirement for capital expenditure on replacement and renewals for maintenance of club onshore property (excluding boats, moorings, winches and the pontoon jetty);
- (b) in consultation with the Rear Commodore Finance and General Manager, prepare and submit to the General Committee the proposed annual budgets for maintenance of the Club land and buildings. It shall examine variations from agreed budgets and make recommendations to the General Committee for improvement or remedial action;
- (c) be responsible for advising the General Committee on the formulation of policy concerning Club land and buildings;
- (d) be responsible for advising the General Committee on actions required to ensure compliance with legal obligations relevant to Club land and buildings;
- (e) present a written report to Members at the AGM.

## **8. STRATEGY COMMITTEE**

8.1. The Strategy Committee shall consist of the Commodore, the Rear Commodore Finance and up to two other Members.

8.2. The Strategy Committee shall:

- (a) annually review the five year Forward Plan and make recommendations to the General Committee on the strategic direction of the Club;
- (b) liaise with the other committees on the delivery of the Forward Plan.

## **9. MEMBERSHIP COMMITTEE**

9.1. The Membership Committee shall be the focal point for membership matters and shall consist of a Chair who is a member of the General Committee and up to five experienced co-opted Members. The Membership Secretary may attend but shall not vote or count towards quorum. The Committee shall be responsible for:

- (a) making recommendations to the General Committee on policies to support the recruitment and retention of Members, including advice on entrance fees and subscriptions;
- (b) undertaking the briefing of new applicants for membership of the Club, assessing their suitability and ensuring that their induction to and familiarisation with the Club are completed satisfactorily until elected as Voting Members on completion of their probation.

**10. CLUB RACING COMMITTEE**

- 10.1. The Club Racing Committee shall comprise the Rear Commodore (Racing) and up to six other co-opted Members representing in so far as possible the classes currently active in Club racing, one of whom shall be the Chair of the Class Captains' Forum. The Sailing Supervisor may attend but shall not vote or count towards quorum.
- 10.2. The Club Racing Committee shall:
- (a) have control of and be responsible to the Sailing Committee for all matters relating to Club racing;
  - (b) conduct the in-year Club racing programme, ensuring that it is properly resourced with race officers, committee, safety and mark boat crews as appropriate and co-ordinate duty allocations with the Sailing Committee;
  - (c) receive feedback from the Class Captains' Forum and take their views into account in developing and running the Club racing programme;
  - (d) ensure the provision of on water safety resources during Club racing;
  - (e) co-ordinate the allocation of onshore boat parking space on behalf of the Sailing Committee.

**11. CRUISING COMMITTEE**

- 11.1. The Cruising Committee shall comprise the Rear Commodore (Cruising) and up to four other co-opted Members.
- 11.2. The Cruising Committee shall have control of and be responsible to the Sailing Committee for all matters relating to Club organised and arranged cruising and dinghy social sailing activity under sail and/or power.
- 11.3. The Cruising Committee shall:
- (a) prepare and submit to the Sailing Committee the proposed annual cruising budget which will include recommendations to the Sailing Committee on mooring and winter lay-up fees;
  - (b) receive a monthly trading account for cruising. It shall examine variations from the agreed budget and make adjustments to remain within budget keeping the Sailing Committee informed;
  - (c) conduct the in-year cruising and dinghy social sailing programme;
  - (d) co-ordinate the winter lay-up of cruising boats and the allocation of moorings on behalf of the Sailing Committee;

- (e) liaise with the Marine Manager over the construction, siting, laying and maintaining of moorings within the area under the Club's jurisdiction;
- (f) co-ordinate safety awareness amongst those cruising in cruising boats and dinghies;
- (g) represent the views of cruising boat owners to the Sailing Committee.

## **12. YOUTH COMMITTEE**

12.1. The Youth Committee shall comprise the Rear Commodore (Youth) and up to six other co-opted Members of which two should be youth representatives.

12.2. The Youth Committee shall be responsible to the Sailing Committee for the general well-being of all Club Members under 18 years of age, including the conduct of their sailing and seamanship training.

12.3. The Youth Committee shall:

- (a) prepare and submit to the Sailing Committee the proposed annual youth budget;
- (b) receive a monthly trading account for youth activities. It shall examine variations from the agreed budget and make adjustments to remain within budget keeping the Sailing Committee informed;
- (c) have control of and be responsible to the Sailing Committee for all matters relating to the racing of youth classes;
- (d) conduct the in-year Club racing programme for youth classes, ensuring that it is properly resourced with race officers, committee, safety and mark boat crews as appropriate and co-ordinate duty allocations with the Sailing Committee.

## **13. CLASS CAPTAINS' FORUM**

13.1. All Members owning registered boats of a class or group of classes approved by the Sailing Committee may elect one of their number to represent their class, or group of classes, as Class Captain. The Class Captains' Forum is a focus for the views of the membership in these classes or groups of classes regarding both on-water and shore-side support to on-water activities and is charged to bring such opinions to the attention of the Sailing Committee and Club Racing Committee, as appropriate. The Class Captains shall elect a chairperson from among their number who shall represent the Forum on the Club Racing Committee. In the absence of a candidate the Vice Commodore Sailing shall nominate.

**14. RESPONSIBILITIES OF FLAG OFFICERS AND EXECUTIVES**

- 14.1. The Commodore shall lead the Club and chair the General Committee and the Strategy Committee.
- 14.2. The Vice Commodore Sailing shall chair the Sailing Committee and be responsible for co-ordination between the Rear Commodore (Racing), Rear Commodore (Cruising) and Rear Commodore (Youth).
- 14.3. Other committees shall be chaired as follows:
- (a) The Vice Commodore House shall chair the House Committee;
  - (b) The Rear Commodore (Racing) shall chair the Club Racing Committee;
  - (c) The Rear Commodore (Cruising) shall chair the Cruising Committee;
  - (d) The Rear Commodore (Youth) shall chair the Youth Committee;
  - (e) The Chair of the Membership Committee shall chair the Membership Committee;
  - (f) The Chair of the Estates Committee shall chair the Estates Committee.
- 14.4. A Vice Chairman shall be appointed by each Committee from among their number to chair the Committee in the absence of the Chairman.
- 14.5. The Rear Commodore Finance shall oversee the financial administration of the Club including the preparation and presentation of audited accounts to the SGM annually; shall liaise with the Club's auditors; and shall direct the General Manager on accounting, management of the cash-flow and the necessary bookkeeping requirements.

**15. EMPLOYEES**

- 15.1. The General Committee shall appoint full time staff as necessary to ensure the smooth functioning of the Club. The "senior employees" (also known as "Senior Club Managers") shall be:
- (a) A General Manager accountable to the General Committee and responsible for the management of the Club. The General Manager shall be the line manager of the Marine and House Managers, central services staff and employees;
  - (b) A Marine Manager accountable to the General Manager and responsible for the management of marine activities and marine employees;
  - (c) A House Manager accountable to the General Manager and responsible for the Club hotel services and the catering, bar, cleaning and security employees. The Marine and House Managers shall be of equal standing.

- 15.2. The General Manager shall have power to recruit, and discharge, employees (both permanent and temporary) within the allocated budget to run the Club. The General Manager shall be responsible for implementing the Club's Health and Safety and Safeguarding and Child Protection policies.
- 15.3. All employees shall work across disciplines as a 'whole' team when deemed necessary by the General Manager.
- 15.4. The General Manager shall be responsible for the management of the in-year budgets and may delegate to the Marine and House Managers as appropriate.
- 15.5. The Commodore shall be responsible for the line management, performance management and appraisal of the General Manager.
- 15.6. The responsibility for employment and discharge of the senior employees and the remuneration thereof, which shall be set within the overall budgeting process, is vested in the Commodore and Vice Commodores who shall consult the General Committee as appropriate.

**16. COMMITTEE MEETINGS OTHER THAN GENERAL COMMITTEE (see HISC Ltd Articles of Association for General Committee)**

- 16.1. A meeting of any committee or sub-committee shall be summoned at the request of its chairman, the Commodore, or the number of members of that committee, specified in Rule 17 as a quorum for that committee.
- 16.2. A representative of the General Committee shall have the right to attend the meeting of any committee or sub-committee.
- 16.3. To support good governance of the Club, committees and sub-committees shall be responsible for making a written record of decisions, actions and recommendations, and making these available to other committees and to Members.
- 16.4. Where a vote is taken in a committee and there is an equality of votes, the chairman shall have a second or casting vote.

**17. QUORUMS**

- 17.1. Quorums for meetings shall be as follows:

General Meetings	see the Article 14
General Committee	see Article 27

Sailing Committee	Four committee members
House Committee	Three committee members
Estates Committee	Three committee members
Club Racing Committee	Four committee members
Cruising Committee	Three committee members
Youth Committee	Four committee members
Other Committees and Sub-Committees	50% of the voting members of the relevant committee, but not less than 2

**18. ELECTION OF COMMITTEE MEMBERS**

- 18.1. The General Committee shall be elected and retire from office in accordance with the provisions of the Articles, in particular Articles 19 to 23.
- 18.2. One elected member of the Sailing Committee and one elected member of the House Committees shall retire at each AGM such that there is one vacancy for an elected member on each Committee.
- 18.3. Members of Sailing and House Committees retiring as set out in 18.2 shall retire in order of seniority calculated from the date of their most recent election to that Committee. In the case of equal seniority, the order of retirement shall be determined by lot, if agreement between those concerned cannot be obtained.
- 18.4. No Member shall be eligible for election unless they will have reached the age of eighteen years at the date of the General Meeting at which the election results are announced.
- 18.5. Nominations for:
- (a) General Committee Members must be supported by at least ten Voting Members including a proposer and seconder; and
  - (b) members of the General, Sailing or House Committees must be proposed by a proposer and seconder, both of whom must be Voting Members.

- 18.6. No Member may seek nomination or be proposed for more than one office, or for an office and as a member of the General, Sailing and House Committees, unless specifically provided otherwise in these Rules.
- 18.7. The General Manager shall send requests for nominations to all Voting Members at their registered postal or e-mail address in accordance with the timetable in Rule 18.10. All nominations must be made on an official nomination form available from the Club office. Nominations shall not be valid unless received by the General Manager, or the nominated representative, at the Club office on a properly completed nomination form in accordance with the timetable in Rule 18.11.
- 18.8. There shall be separate elections for the elected member representatives on the Sailing and House Committees. Members may put their names forward for no more than one of these committees each year and if elected shall serve on that committee. However, the General Committee may, following an election for one committee, invite an unsuccessful candidate to serve on another committee if there is a vacancy.
- 18.9. If the number of Members nominated for any office or the positions on the committees equals the number of vacancies for that office or committee positions, the Member or Members shall be deemed to be elected. If the number of Members nominated for any office or for the positions on the committees exceeds the number of vacancies for that office or the committee positions, a ballot shall be held. If no nomination is received for any office or membership of the committees then the General Committee may make the necessary appointment, subject to the proviso that no Member may hold more than one office unless specifically provided otherwise in these Rules.
- 18.10. The General Manager shall notify every candidate for election of the details required by the General Committee to be circulated prior to the ballot taking place. Candidates must return the information requested to the General Manager in accordance with the timetable in Rule 18.11. The General Manager shall send to all Voting Members, at their registered postal or e-mail addresses, notice of the nominations received, the details provided by each candidate, instructions on the conduct of the ballot and the closing date of the ballot in accordance with the timetable in Rule 18.11. The ballot procedure will be decided by the General Committee and may be an electronic ballot using an on-line facility. In this case, any Member may choose to use an alternative paper ballot by notifying the General Manager at least 10 days before the declared date for the closing of the ballot. These ballot papers are to be marked and returned, as directed by the General Manager, by the declared date for the closing of the ballot. If a ballot is not required, the General Manager shall, within the same period, post on the Club notice board a list of those deemed to be elected.
- 18.11. The timetable for the election process shall be:

Window for Request for Nominations sent to Voting Members with official Nomination Form	65 to 70 days prior to the AGM
Receipt of nominations for elected positions (General, Sailing and House Committees)	By 1700 on the day specified on the nomination form which must be at least 38 days prior to the AGM
Candidates notified of any election and candidate details required	As soon as possible after nominations received
Receipt of candidate details from candidates	At least 30 days prior to the AGM
Nominations received and candidate details and arrangements including deadlines for the ballot sent to Voting Members	At least 23 days prior to the AGM

- 18.12. A brief statement, including biographical details of the candidates, in a format approved by the General Committee, together with their attendance record at any committee on which they have served during the previous 12 months and their photograph, shall be circulated following nomination or proposal and in accordance with Rule 18.10 prior to the ballot taking place. No other written documentation shall be circulated by or on behalf of any candidate for election.
- 18.13. Where an electronic on-line ballot is held, the votes shall be counted by an independent company who will be contracted by the General Committee. Where a paper ballot is held, the votes shall be counted by the immediate past Commodore, in the presence of at least one past flag officer or, in the absence of the immediate past Commodore, by two past flag officers. They will calculate the ballot results by counting all votes received by any method approved for that ballot by the General Committee. Those counting or in any way involved with conducting the ballot shall not nominate or sign in support of any of the candidates for election. The result of the ballot shall be announced by the Commodore, once all candidates have been informed of the results. This may be by email or on the HISC website. The newly elected committee members shall take office immediately after the AGM irrespective of any adjournment thereof.
- 18.14. In the event of a candidate breaking any of the Rules relating to elections, his or her candidature shall be invalid.

## MEMBERSHIP

## **19. MEMBERSHIP CATEGORIES AND AGE LIMITS**

There shall be the following categories of membership:

- 19.1. ADULT SINGLE (AS) is applicable to individual members aged 18 and over. This category of membership includes the member's children and grandchildren under the age of 8.
- 19.2. ADULT COUPLE (AC) is applicable to couples (defined as those in a marriage, civil partnership or a permanent cohabiting relationship) aged 18 and over. This category of membership includes the members' children and grandchildren under the age of 8.
- 19.3. FAMILY (FAM) is applicable to either of the above categories but includes the member's or members' children and/or grandchildren under the age of 24. The membership code shall be "FAM (AS)" where there is one parent or grandparent on the membership and "FAM (AC)" when both parents or grandparents are on the membership.

Note: A SENIOR (S) suffix is applicable to persons aged 70 and above and can be applied to any of the above-mentioned categories.

- 19.4. YOUTH is applicable to young people between the ages of 12 and 17 who join but whose parents/guardians are not members. The written consent of the parent/guardian is required for such membership. A Club member is required to accept in loco parentis responsibility when a Youth Member under the age of 16 is using the Club. Youth Members shall have no voting rights.
- 19.5. ABSENT shall be granted for a period of a whole calendar year (but not less) to members who apply for it in writing to the General Manager prior to 31 December in the immediately preceding year. It is a dormant membership and carries with it no voting rights or privileges. Absent members are encouraged to maintain contact with the Club, and for this purpose may visit the Club on up to a maximum of 6 days per calendar year. A member who wishes to visit more frequently should seek the Club's prior approval by writing in the first instance to the General Manager explaining the reasons for the visits.
- 19.6. TEMPORARY is applicable to those who apply to use the Club's facilities for a period of between 1 day and 1 month, up to a maximum of 31 days in any calendar year, to participate in or support a sailing-related activity. Temporary members may not introduce guests to the Club. Temporary Members shall have no voting rights.
- 19.7. LIFE HONORARY and HONORARY may be offered by the Club in accordance with Rules 21 & 22. Life Honorary membership includes the member's children and grandchildren under the age of 24.

- 19.8. WINTER YOUTH TRAINING is available from 1 October to 31 March for those under age 18 joining to participate in Club class training. It includes parents in a non-sailing capacity, who shall have no voting rights.
- 19.9. Where age is mentioned in the above categories of membership or in the schedule of charges, it shall refer to the member's age on 1 January.
- 19.10. On reaching the upper limit of age mentioned in any of the above categories of membership or the schedule of charges, the membership shall automatically be transferred to the appropriate new category, and the changed subscriptions, shall be payable from the following 1 January.
- 19.11. Members may apply to change their category of membership at any time by writing to the General Manager and paying the subscription appropriate to the new category. However, where a change of membership category occurs before the full entrance fee has been paid the fee appropriate to the membership category on joining must be paid to completion.

## **20. ELECTION OF MEMBERS**

### **20.1. Probationary Membership:**

- (a) Any candidate seeking membership shall, in the first place, be subject to a period of probationary membership and be a probationary member ("Probationary Member").
- (b) Probationary membership shall not come into force until a period of at least 48 hours has elapsed since the receipt of membership application by the Club. Probationary Members shall pay the same subscriptions as elected members of the same category. Probationary membership carries with it the full benefits and privileges of the Club, except that Probationary Members:
- i. shall not qualify for election as Officers of the Club or the Committees and shall not be eligible as members of any committee; and
  - ii. may attend, but may not vote at, a General Meeting of the Club.
- (c) Probationary Members shall not transfer to Voting Membership until they have served a probationary period of at least six months by 1 November. For the avoidance of doubt, a Probationary Member is a Non-Voting Member until the cessation of their probationary period.

### **20.2. Voting Membership:**

- (a) On or about the 1 October before the AGM, a list of Probationary members eligible for election to Voting Membership shall be posted on the Club notice board for a period of not less than thirty days. If the General Manager or any member considers that a Probationary Member is an unsuitable

candidate for Voting Membership, then he/she should submit their concerns in writing to the General Committee before 1 December.

- (b) Should such a concern be raised, the General Committee will investigate the grounds for the concern and may hold a ballot of the Committee in respect of the candidate. If a ballot takes place, a simple majority on a show of hands of those voting shall exclude.
- (c) Before the exclusion of any such Probationary Member shall become effective, the General Committee shall give the Probationary Member 28 days' notice to attend a meeting with three past Commodores and/or flag officers, which notice shall contain particulars of the intended resolution of exclusion and reasons therefor. No Probationary Member shall be excluded without being given the opportunity to have this meeting. Upon hearing the representations of the Probationary Member as to why they should not be excluded, the past Commodores and/or flag officers attending the meeting, acting by majority, shall determine whether such Probationary Member shall be excluded. Their decision shall be final and binding and shall be communicated promptly in writing to the Probationary Member, the General Committee and any Member who raised the concerns.
- (d) The election of Probationary Members to Voting Membership is vested in the General Committee and should be actioned by 15 December in each year. Those listed shall be deemed elected to Voting membership unless excluded under the procedure set out in paragraphs 20.2 a, b and c above.
- (e) Immediately on election, notice thereof shall be given to the new Member by the Commodore.

## **21. LIFE HONORARY MEMBERSHIP**

The General Committee shall have the power to invite any person to become a Life Honorary Member of the Club. Life Honorary Members shall not be required to pay any entrance fee or subscription. They shall be entitled to all the benefits and privileges of the Club.

## **22. HONORARY MEMBERSHIP**

22.1. The General Committee shall have the power to invite any person to become an Honorary Member of the Club for such a period as the General Committee shall think fit. Honorary Members shall not be required to pay any entrance fee or subscription. They shall be entitled to all the rights and privileges of membership, but subject to the following restrictions:

- (a) they shall have no voting rights, and are not eligible to stand for elected positions or sit as members of Club committees;

- (b) their membership does not extend to spouses/partners or children;
- (c) they shall have no rights to register a boat at the Club, or to a mooring, or participate in Club sailing activities;
- (d) they may only introduce spouses/partners as guests;
- (e) their membership shall not count towards mooring points.

22.2. The Flag Officers of sailing clubs designated as Category “A” member clubs of the Chichester Harbour Federation, together with the Officers of the Federation, shall be Honorary Members of the Club.

### **23. SAILING DUTIES**

23.1. Members in the Adult Single, Adult Couple and Family membership categories aged 18 or over and under the age of 70, are required to undertake sailing duties, but may be excused if they have special limitations or circumstances made known to the General Manager in accordance with the Club Duties Policy.

23.2. Any Member who fails to book their required duties by the specified deadline will be referred to General Committee to decide appropriate action.

23.3. Failure to carry out a booked duty, or to organise a replacement for such a duty, will incur a fine as defined in the Club Duties Policy.

23.4. Members in the Absent, Temporary and Honorary categories and Members under the age of 18 and age 70 or over are exempt from sailing duties except on a voluntary basis.

### **24. MEMBERSHIP CARDS AND WRISTBANDS**

Membership cards or wristbands must be carried whilst on the Club premises and produced on request. These should be used as the normal method of payment in Club bars and the restaurant.

### **25. SUBSCRIPTIONS AND ENTRANCE FEES**

25.1. The General Committee shall set the entrance fee (if any) for new Members and the Members’ annual subscription.

25.2. Annual subscriptions are payable on 1 January each year. Existing members shall pay subscriptions either in equal instalments over 12 months by direct debit or in a lump sum at the start of the year. New Members shall pay their first year’s subscription upon joining. Those joining before 1 May shall pay a pro rata subscription for the remainder of the year, calculated on a monthly basis from the month of their acceptance as Probationary Members, and may pay either by direct debit or in a lump sum. Those joining on or after 1 May shall pay, in a single

lump sum, the pro rata balance of the annual subscription for the remainder of the year, calculated on a monthly basis from the month of their acceptance as Probationary Members.

- 25.3. The General Committee may, at its discretion, reduce the entrance fee and/or annual subscription for any individual Member or membership.

**26. SUBSCRIPTIONS IN ARREARS**

- 26.1. Any Member whose subscription is two months in arrears may be removed from membership by a resolution of the General Committee in accordance with Article 8.1.3. For clarity, subscriptions fall into arrears on the following dates:

<b>Subscription</b>	<b>Due Date</b>	<b>Two Months in Arrears</b>
Members paying in a lump sum at the beginning of the year	1 January	1 March
Members paying in monthly instalments	1st of each month	Two months after the due date for that instalment (e.g. an instalment due on 1 February becomes two months in arrears on 1 April)

- 26.2. No points or prizes for any Club race shall be awarded to any Member whose subscription is in arrears.

**27. REGISTER OF MEMBERS' INTERESTS**

- 27.1. Any Member of the Club having any financial interest in any contract with the Club or in any company, other than by owning shares in a publicly quoted company or as an employee thereof, or in any firm which enters into a contract with the Club shall declare such interest to the Commodore, who shall record the interest in the Register of Members' Interests maintained by the General Manager.

- 27.2. Any Member deriving any profit from any development of the Club shall be invited to gift a portion thereof to the Club.

- 27.3. The Register of Members' Interests shall be available for inspection by any Member at the Club office during normal business hours.

**28. MEMBER RECORDS**

- 28.1. The Club will collect and process personal data of Members in accordance with the applicable data protection law and the privacy notice available on the Club's website.

28.2. By applying for and maintaining membership, Members acknowledge that their personal data will be processed for the purposes of processing and managing their membership.

**29. DISCIPLINE OF MEMBERS**

29.1. A Member may be subject to disciplinary action if such a Member has:

- (a) Acted in breach of the Club Rules;
- (b) Engaged in conduct whether inside or outside the Club that renders him unfit for membership of the Club or brings his suitability for membership of the Club into question.

29.2. The process of such disciplinary action is called a “Rule 31 Reference”. A Rule 31 Reference shall, so far as is practicable, be made in accordance with the “Rule 31 Policy and Procedure” as approved and amended from time to time by the General Committee. The Rule 31 Policy and Procedure shall set out guidelines for the procedure generally to be adopted in respect of Rule 31 References, but departures therefrom shall not invalidate any Rule 31 Reference or any decision made pursuant to it.

29.3. Generally, in conformance with detailed guidance in the Rule 31 Policy and Procedure, a Rule 31 Reference shall initially be investigated by an uninvolved member of the General Committee to determine the facts; then considered by a disciplinary panel consisting of three further independent and uninvolved members of the General Committee. The right of appeal shall exist to an appeal panel consisting of three uninvolved past Commodores. The outcome of an appeal is final.

29.4. A Rule 31 Reference may result in one or more of the following sanctions:

- (a) Advice as to the Member’s future conduct;
- (b) The Member being formally reprimanded in respect of the conduct in question;
- (c) The Member being required to provide a written apology in terms as specified;
- (d) Where appropriate, the imposition of a financial payment consistent with the Rule 31 Policy and Procedure;
- (e) The suspension or expulsion of the Member from the Club;
- (f) In the case of a Probationary Member, the deferment of the period before which the Probationary Member is eligible for admission as a Member.

- 29.5. The Member who is the subject of a Rule 31 Reference may be suspended from the Club pending the determination of that Rule 31 Reference.
- 29.6. A Member may be suspended from membership with immediate effect where the persons effecting the suspension consider that the action is necessary and appropriate considering all the circumstances and the best interests of the Club. These persons shall make a Rule 31 Reference at the earliest reasonable opportunity afterwards.
- 29.7. Such an immediate suspension may be effected by or in consultation with:-
- (a) two Flag Officers or Executives as defined in Rule 14;
  - (b) or a Flag Officer or an Executive and a Senior Club Manager as defined in Rule 15.1;
  - (c) or, if and only if it is impracticable to contact a Flag Officer or Executive immediately, a Senior Manager alone. That Senior Manager shall inform a Flag Officer or Executive of the action taken at the earliest reasonable opportunity.

## **GUESTS AND VISITORS**

### **30. GUESTS**

- 30.1. Each Member shall be entitled to introduce guests. Every guest shall be the guest of, and be accompanied by, the introducing Member who shall sign them in at the Reception area immediately on entering the Club premises. The introducing Member should at no time leave the Club premises while the guest is present, except to go afloat.
- 30.2. No person shall be introduced as a guest into the Club who shall have ceased to be a Member under Rule 31 or whose conduct or presence on the Club premises shall be considered by the General Committee objectionable or prejudicial to the interests of the Club.
- 30.3. No individual may be introduced as a guest on more than six days in a calendar year, except as determined otherwise by the General Committee.
- 30.4. Family members aged 16 and 17 and Youth members aged 16 and 17 may sign in a maximum of two guests at any one time.
- 30.5. Family members aged under 16 and Youth members aged under 16 may not sign in guests except on the occasion of parties when they may introduce a single guest.
- 30.6. The introducing Member is responsible for ensuring that the guest is aware of and complies with the Rules of the Club. The General Manager, any member of the

General Committee or the senior member of staff on duty may expel any guest whose conduct is unacceptable.

- 30.7. Any visitor (including those from overseas) who is a member of a bona fide yacht or sailing club, and any sailor arriving by water from outside Chichester Harbour, shall be offered the benefits and privileges of the Club as a guest up to six times a year, provided such a visitor has the authority of the Duty Manager or a member of General Committee and has, where appropriate, paid any mooring fees due or the day sailing fee. Such a visitor shall be signed in at the Reception area immediately on entering the Club premises. Entitlement as a guest shall, in the first instance, be for a maximum period of 24 hours, but may be extended by the Duty Manager or a member of General Committee.
- 30.8. Any sailors who are competing in any race or taking part in any training sponsored, hosted or organised by the Club shall be entitled to the benefits and privileges of the Club as a guest, provided such sailor has completed an entry, application or registration form for the event and the appropriate event fee has been paid. Entitlement as such a guest shall include the family of the sailor and shall be for a maximum of 24 hours before and after the event concerned.

## **PART B**

### **CONDUCT AT THE CLUB**

#### **31. CONDUCT AND DRESS**

- 31.1. Club Members their guests and visitors are expected to behave safely and with politeness, respect and consideration for others and to behave at all times with politeness, respect and consideration for other Club users and staff.
- 31.2. Those using the dining room or bars shall dress in a clean and tidy manner and wear a shirt and footwear. No wet or sandy persons are allowed inside the Clubhouse on the first floor.

#### **32. DAMAGE TO CLUB PROPERTY – LIABILITY**

Any damage to the premises or property of the Club shall be made good by the person(s) concerned who shall inform the General Manager when it occurs. Members are responsible for any damage caused by their guests.

#### **33. LIMITATION OF LIABILITY AND RESPONSIBILITY OF MEMBER**

Club Members, their guests and visitors use the Club premises, and any other facilities of the Club, entirely at their own risk and in so doing agree that the Club will not accept any liability for any damage to or loss of property belonging to Members, their guests or visitors to the Club. Before inviting any guests or visitors on to the Club premises or to participate in events organised by the Club, Members should draw their attention to this Rule.

**34. COMPLAINTS**

Any complaint by a Member about the services offered by the Club shall only be made to the General Manager an Officer or Official as appropriate. In no case is any Member to reprimand a member of staff.

**35. CONSERVATION**

35.1. Digging and the building of sandcastles is to be confined to the beach. To prevent erosion, digging in the sand dunes is prohibited.

35.2. Digging for bait in the fundus owned by the Club is prohibited.

**36. CAR SPEED LIMIT AND CAR PARKING**

36.1. Vehicles should be driven at an appropriately safe speed while on Club premises, but at not more than 10mph, or 5mph in the dinghy park.

36.2. Access to the Club by vehicle is controlled by Automatic Number Plate Recognition (“ANPR”), so Members and guests must provide the office with the number plate of any vehicle they wish to bring to the Club.

36.3. Vehicle parking is prohibited in areas other than the designated car parks.

36.4. Vehicles (excluding vehicles owned by HISC) are not allowed into the main dinghy park, beyond the barriers, without permission from the duty manager or a Flag Officer. All movements of vehicles in the dinghy park, during weekend or the months of July and August, must be supervised and directed by a nominated adult who is outside the vehicle.

36.5. The overflow car park (behind the RNLI Hayling Station) shall be opened by the Club when additional space is required for daytime car parking. Additionally, the Club has local authority permission for use of the site periodically for overnight parking which will be designated by the General Committee. At no time shall any vehicles, boats or trailers within the car park be moved between the hours of 2000 and 0700.

36.6. A number of parking spaces alongside the Stocker accommodation block shall be reserved for those holding Blue Badge parking permits or restricted mobility passes issued by the club. Other Members or visitors must not park in these spaces.

**37. ANIMALS**

37.1. With the exception of guide dogs, animals may not be brought into the Club building, accommodation blocks or onto the balcony.

37.2. Dogs must be kept on a short leash at all times and must not be left unattended when on the Club premises, which includes the beach.

37.3. Members must clean up after their animals.

**38. PROPERTY**

All property belonging to Members legitimately left on the Club premises must be clearly marked with the owner's identity.

**39. GRATUITIES AND STAFF FUND**

Where Members wish to give a gratuity to any employee this should be through a donation to the Staff Fund made through the office.

**40. MUSIC**

Playing loud music is prohibited within the precincts of the Club except when authorised for Club social events. In the accommodation blocks music may be played at low volume and only between 0700hrs and 2300hrs.

**41. FISHING**

Fishing using rods, hand lines or nets is prohibited in any form from the pontoon and boats secured to the pontoon. Fishing from the foreshore is only permitted when sailing is not taking place. Fishhooks are to be kept in closed containers when on Club premises to prevent accidents.

**42. RESPONSIBILITY FOR CHILDREN**

42.1. Parents and guardians are responsible for their children's behaviour on Club premises and for ensuring that their children comply with the Club Rules. Members acting in loco parentis must take the same responsibility for the children they are acting in loco parentis for.

42.2. Children under 16, whether members, guests or visitors, must be always under the control of a responsible adult whilst on Club premises. Children aged 16 and 17 may be on Club premises without adult supervision provided that permission has been given to them by their parent, guardian, or the member acting *in loco parentis*.

42.3. The Club cannot be expected to take any responsibility, or exercise supervision or control over any children whether afloat or ashore. Safety facilities afloat are only provided for children engaged in official Club activities.

**43. INDIVIDUAL YOUTH MEMBERSHIP**

Individual youth membership is subject to approval by the Membership Committee who must be satisfied that an adult member is willing to take full parental responsibility for the youth.

**HOUSE**

**44. OPENING HOURS OF PUBLIC ROOMS**

- 44.1. The Clubhouse shall be open at times agreed by the General Committee and posted on the Club website, but to save staff costs these may be changed at short notice if there are insufficient Members present to justify opening the club.
- 44.2. No more than 6 times a year the House Committee may close the Main Bar, Dining Room, and Servery areas of the Club, for a House Event, to anyone without a valid ticket to attend the function. During these occasions the Lounge Bar will be open to all including under 18's.

**45. SMOKING AND E-CIGARETTES**

The Club actively discourages smoking and vaping on Club premises, and smoking and vaping is strictly prohibited inside Club buildings and on the balcony to the west side of the main bar.

**46. MEALS**

- 46.1. Hours of meals are as advertised on the Club website (but see Rule 44.1).
- 46.2. Picnic meals are not to be taken into or consumed in the Club's bars or dining room.

**47. BAR**

- 47.1. The bar will be open for the supply and consumption of alcoholic beverages on Club premises at times advertised on the Club website (but see Rule 44.1).
- 47.2. Drinks will be supplied during permitted hours in the bars. All glasses should be returned to the bar.
- 47.3. The staff are authorised to use their discretion in refusing to supply alcoholic beverages should they feel there is good reason.
- 47.4. With the exception of champagne, persons are not permitted to bring their own liquor on to the premises. Corkage on champagne may be charged at a rate to be decided by the House Committee.
- 47.5. Persons under the age of 18 may not order or be supplied with intoxicating liquor.

**48. USE OF THE CLUB BY OUTSIDE ORGANISATIONS**

- 48.1. Persons not Members of the Club shall be entitled to attend the Club premises, together with their guests, when attending bona fide private functions and/or conferences that have been approved by the House Committee.
- 48.2. The General Committee shall not permit the number of functions and/or conferences organised and attended by persons other than Club Members, to exceed 40 in any one calendar year. A maximum of 20 of such events shall be permitted at weekends, where weekend is defined, for purposes of this Rule, as between 1700hrs on Friday and midnight on the following Sunday or Monday if a Bank Holiday.

**49. ACCOMMODATION**

- 49.1. Accommodation bookings should be made to the club office, by phone or online, as early as possible. Accommodation must be paid for in full at the time of booking.
- 49.2. A full refund will be given for bookings cancelled 48 hours prior to arrival. Cancellation within the 48 hours is non-refundable.
- 49.3. No persons under the age of 16 will be allocated accommodation unless an adult, who has responsibility for the young person, is also accommodated in the club.
- 49.4. Members can book guests into accommodation if the accommodation is booked and paid for by the Member. Guests must be signed in at Reception by the Member.

**50. CAMPER VANS AND SLEEPING ON SITE – LIMITATIONS**

- 50.1. No vehicle may be used for sleeping accommodation within the precincts of the Club. No caravan or tent may be placed within the precincts of the Club.
- 50.2. Motorhomes or campervans over 5.5m in length or privately owned commercial vehicles over 6.0m in length, shall not be allowed to park on site at any time.
- 50.3. Vehicles over this length may enter the site briefly for the purpose of dropping off or collecting dinghies and equipment. Such access is confined to before 0930 and after 1700 (1600 on Sundays). Exceptionally, and only when the Club is quiet, access at other times may be possible by prior arrangement with the Club office.

**51. USE OF THE BEACH**

- 51.1. The beach surrounding the Club's site is the property of the Club and its use is confined to Club Members, their guests and authorised visitors, and fishermen at permitted times.

- 51.2. Members are permitted to hold informal barbeques on the beach. Large barbeque parties (more than 20 attendees) require the prior approval of the General Manager to ensure that they do not conflict with Club social events and comply with the Club's health and safety policy; and where such events involved provide catering, the Club's catering services must be used.
- 51.3. Members holding barbeques must have regard for the Club's relationships with its neighbours; and must ensure that the beach is left clean of litter arising from their activities.
- 51.4. Use of the water and hosepipes on the beach should be kept to the shortest possible time. Hosepipe users are responsible for turning off the water and putting the hosepipe away after use.

**52. LOUNGE BAR – LIMITATIONS TO ACCESS**

Persons under the age of 18 may only enter the lounge bar when given permission by the General Manager, except when it is operating as a coffee bar (when persons under age 18 must be accompanied by an adult), or as permitted in Rule 44.2

**53. USE OF THE CHANGING ROOMS**

- 53.1. To help limit the Club's environmental impact, keep costs down and be considerate to other Members, the showers should be used for the shortest possible time, ideally for no more than 3 minutes.
- 53.2. Use of cameras is prohibited in the changing rooms.

**54. MOBILE PHONES/LAPTOPS**

- 54.1. Mobile phones may be used discreetly and with due consideration to others in the Clubhouse. Use of mobile phones, computers and home/office working is prohibited in the dining room when it is required for the service of meals apart from breakfast.
- 54.2. Mobile phones should only be used for essential calls in the changing rooms.

**55. SECURITY**

Members are to comply with security arrangements into and within the Club. Members are not permitted to enter prohibited areas or to fail to comply on direction on access.

**MARINE**

**56. APPLICABILITY**

All references to craft relate to the Club's approved list of water sports craft which is reviewed regularly by the General Committee and is posted on the Club website.

**57. REGISTRATION OF SAILING DINGHIES ("DINGHIES")**

57.1. A Member wishing to bring a sailing dinghy to the Club must apply to have it registered. Dinghies may only go afloat from the Club if they have been registered.

57.2. Upon payment of the appropriate fee, dinghies accepted will be issued with one of the following classes of registration:

- (a) Annual Registration for Launching; entitling that dinghy to be launched from HISC, but not to be parked overnight. It may be left at the Club during the nights immediately before and after the day on which it is launched.
- (b) Annual Registration for Launching and Parking; entitling that dinghy to be launched from HISC and parked for all that year in an allocated space.
- (c) Day Registration for Launching; entitling that dinghy to be launched from HISC, but not to be parked overnight unless consecutive days have been registered for in advance.

57.3. Registration plaques/tags will be issued and shall be displayed on the dinghy and/or its trolley such that they are clearly visible when covers are on.

57.4. All dinghies shall be registered in the name of a person aged 18 or over. Dinghies normally used by persons under 18 shall be registered in the name of a parent/guardian.

**58. REGISTRATION OF RIGID INFLATABLE BOATS ("RIBS")**

58.1. A Member wishing to bring a RIB to the Club must apply to have it registered. RIBs may only go afloat from the Club if they have been registered.

58.2. Upon payment of the appropriate fee, RIBs accepted will be issued with one of the following classes of registration:

- (a) Annual Registration for Launching; entitling that RIB to be launched from HISC by arrangement with the Marine Team when requested by the Member, but not to be parked overnight. It may be left at the Club during the nights immediately before and after the day on which it is launched.
- (b) Annual Registration for Launching and Parking; entitling that RIB to be launched from HISC by arrangement with the Marine Team when requested by the Member and parked for all that year in an allocated space.

- (c) Annual Registration without launch; entitling that RIB to be launched from HISC by the Member, but not to be parked overnight.
- (d) Day Registration with launch: entitling that RIB to be launched from HISC by arrangement with the by the Marine Team on that day, but not to be parked overnight unless consecutive days have been registered for in advance.
- (e) Day Registration without launch: entitling that RIB to be launched from HISC by the Member on that day, but not to be parked overnight unless consecutive days have been registered for in advance.

58.3. Day registration fees may be waived by arrangement with the Marine Manager where a RIB is being launched in support of a Club activity or event.

58.4. Registration plaques/tags will be issued and shall be displayed on the RIB and/or its trolley such that they are clearly visible when covers are on.

58.5. All RIBs shall be registered in the name of a person aged 18 or over.

## **59. REGISTRATION AND STORAGE OF BOARD SPORTS, ROWING & PADDLE CRAFT**

59.1. A list of the Club's approved board sports, rowing and paddle craft is posted on the Club website.

59.2. Members are required to register and pay the appropriate fee if there is anyone in their membership that launches sailboards (including with foils) and/or wingfoils from HISC. One registration is required at membership level, regardless of how many users there are within that membership or how many boards are being used. Members within a membership that has registered must wear, or be prepared to show, any proof of registration that may be issued by HISC.

59.3. Members are not required to register rowing and paddle craft (including stand-up paddle boards) to launch from HISC.

59.4. Board sports craft (including stand-up paddle boards) can only be kept at the Club overnight in a locker or trailer space which has been allocated and paid for in accordance with Club policy, or if they are neatly stored in a dinghy or securely fastened above the deck of a dinghy which has an allocated space.

59.5. Rowing and paddle craft can only be kept overnight at the Club if they are neatly stored in a dinghy or securely fastened above the deck of a dinghy which has an allocated space, or in a space approved by the Marine Manager.

## **60. DINGHY AND RIB PARKING**

60.1. Craft accepted by the Club for Annual Registration for Launching and Parking may only be parked at the Club on allocation of an authorised space. Spaces are

offered at the discretion of the General Committee and are allocated to Members in accordance with the Club's policy which is regularly reviewed.

- 60.2. Members are responsible for the tidiness of their allocated space.
- 60.3. Craft may be moved on the direction of a Member of the Sailing Committee or the Marine Manager.
- 60.4. Craft and equipment may not be left on the sand dunes or within any fenced-off area, unless approved by the Marine Manager.

## **61. MOORINGS**

- 61.1. All moorings owned by the Club and not specifically designated by the Sailing Committee for use by the Club, are let on an annual contract, the terms of which shall be approved by the General Committee from time to time. This contract is renewable annually by mutual agreement between the Club and the mooring holder.
- 61.2. Members requiring moorings or renewal of contracts for moorings shall apply to the Chairman of the Cruising Committee, in writing, by 31 October of the preceding year.
- 61.3. Allocation of the moorings is vested in the Cruising Committee.

## **62. MOORING TENDERS**

Mooring holders may keep a tender to the boat kept on their Club mooring (of maximum length 4 meters, including any attached outboard motor or other appendages) upon payment of an appropriate fee. This tender must be clearly marked "Tender to (name of moored boat)" and must be kept in the area set aside for tenders, which is east of the pontoon and must be removed from this area by 31 October for the duration of the winter. Harbour dues for tenders must be paid directly to Chichester Harbour Conservancy. The Harbour plaque supplied with the registration fee, and Club tag must be clearly displayed.

## **63. TRAILERS**

- 63.1. There are no facilities for trailer storage on site, and trailers must be removed from Club premises when not in use. Where this is not possible, trailers must be parked under registered craft in allocated spaces. These trailers must be clearly marked at the front, in paint or indelible pen, with the owner's name and class of craft.
- 63.2. The club offers an off-site facility at which Members may store trailers on payment of a fee.

- 63.3. In accordance with Rules 66 and 67 the Club may move improperly parked and unmarked trailers to this facility (removing locks when necessary) and charge their owners a storage and administrative fee.

**64. DAY SAILING**

- 64.1. Members' guests and authorised visitors may bring non-powered craft to the Club for day sailing. They must obtain permission in advance from the office and pay a day sailing fee prior to going afloat, which will be charged at a rate to be laid down by the General Committee. Permission is likely to be withheld when the Club is busy. The craft may not be left at the Club overnight unless consecutive days have been paid for in advance and may only participate in Club racing with prior agreement of a Member of Racing Committee or the Marine Manager.
- 64.2. On entering Club premises guests must be signed in at Reception by the Member hosting them; and authorised visitors must be signed in at Reception by a member of staff.
- 64.3. Day sailing for guests and authorised visitors is limited to 6 days per calendar year.

**65. REGISTRATION AND STORAGE CHARGES**

Charges for registration and for the parking and storage of craft will be at rates laid down by the General Committee.

**66. LIEN**

The Club shall at all times have a lien over boats or other chattels kept, parked or left on the Club premises in respect of all monies due to the Club.

**67. REMOVAL OF BOATS AND ANCILLARY EQUIPMENT**

- 67.1. If any boat or ancillary equipment is left on the Club property without the correct dues having been paid and the relevant plaques or identification markings displayed as required, or is parked in breach of the Rules, the Sailing Committee shall be entitled to take any of the following actions:
- (a) to move boats, trailers and any ancillary equipment to any part of the Club premises or to a designated off-site parking facility, without being liable for any loss of, or damage to, the boat or ancillary equipment however caused.
  - (b) in accordance with the Club's policy and process for unregistered boats, upon giving three months' notice in writing to the owner of the boat at his last known address, to sell the boat and any ancillary equipment and to deduct from the proceeds any monies due to the Club before accounting for the balance (if any) to the owner.

- (c) any boat or ancillary equipment which, in the opinion of the Sailing Committee, has little or no value may upon such notice as aforesaid be disposed of in any manner that the Sailing Committee may think fit and any expenses incurred shall be charged to the owner.

**68. HARBOUR DUES**

- 68.1. Members are required to abide by the Chichester Harbour Conservancy requirements regarding the payment of harbour dues and the display of the appropriate plaque.
- 68.2. The Club has entered into an agreement with the Chichester Harbour Conservancy whereby the Club is responsible for the collection of harbour dues and the issue of plaques for certain types of craft (broadly speaking, those up to 20 feet in length). Members owning such craft shall be responsible for the payment of the harbour dues to the Club. For all other craft Members should pay their harbour dues directly to the Harbour Office.

**69. HARBOUR BYE-LAWS**

No Member may engage in any activity, which contravenes the harbour Byelaws.

**70. RACE BOX**

- 70.1. Access by Members to the race box is prohibited (except in cases of emergency) except for Flag Officers, staff as designated by the Marine Manager and the Sailing Committee for the event(s) underway and those permitted by the latter.
- 70.2. Children under the age of 12 are prohibited from the race box and its access at all times.

**71. INSURANCE OF CRAFT**

All craft kept on, or going afloat from, Club property or moorings, or taking part in any event or training organised by the Club shall be insured against third party risks to a minimum of three million pounds (or its equivalent in any other currency) or such other amount as shall be agreed by the General Committee. Any change in the required level of insurance cover will be posted on the Club website.

**72. DAMAGE TO MOORED BOATS**

Any Member whose craft is in collision with a moored boat at the Club causing any damage whatsoever must report the facts to the Club office at the earliest opportunity.

**73. LIMITATIONS TO GOING AFLOAT**

- 73.1. Any Member or visitor going afloat at any time does so at his or her own risk.
- 73.2. Members going afloat should comply with RYA Safety Recommendations.
- 73.3. When Club patrol (rescue) boats are not manned, a charge may be made for any rescue performed at a rate as decided by the General Committee.

**74. RETURN OF CLUB TROPHIES**

All Club trophies must be returned to the Marine Manager by the SGM. Trophy winners are expected to meet the costs of engraving (except where this is met from Class funds).

**75. RUNWAYS AND SLIPWAYS**

- 75.1. Runways and slipways are to be kept clear of vehicles and road trailers.
- 75.2. Members' and visitors' RIBS may only be launched from the east slipway. In exceptional circumstances, permission may be given by the Duty Manager or a Flag Officer for RIBS to be launched from the dinghy slipway.

**76. EQUIPMENT**

Any mechanically propelled equipment, such as tractors, loaders and dumpers, shall only be operated on the Club's premises by a trained driver who has been approved by the General Manager. For safety reasons, the General Manager may require the operation of such equipment to be supervised by at least one person in addition to the driver.

**77. USE OF THE MARINE SHED**

The Marine Shed may, from time to time, be available for hire for the purpose of working on craft in accordance with the Club policy. The space may be hired by the day (up to a maximum of 5 days at any one time) at a rate as decided by the General Committee. Bookings should be made through the office.

**78. PONTOON**

- 78.1. Use of the pontoon is restricted to those who require access to boats using the pontoon.
- 78.2. Swimming, diving, running and horseplay from/on the pontoon, or from/on boats secured to the pontoon, is prohibited.
- 78.3. Anyone using the pontoon and/or the HISC Tender Service must wear a personal flotation device.

- 78.4. Children under the age of ten must be accompanied by an adult when using the pontoon.
- 78.5. The outer side of the outer end of the pontoon is reserved for HISC committee boats.
- 78.6. Vessels are permitted to secure to the pontoon for a maximum of 20 minutes. This time limit does not apply to boats being used in support of race or other Club duties.
- 78.7. No vessel, other than the HISC tender service boat may secure to the outer side of the pontoon between sunset and sunrise.
- 78.8. Rafting of vessels on the outer end of the pontoon is prohibited. Berths designated for rescue and tender service boats must be kept clear of other vessels at all times.
- 78.9. Access throughout the length of the pontoon deck shall not be obstructed at any time.
- 78.10. Commercial fishing boats are not permitted to use the pontoon.
- 78.11. No mooring or securing of vessels to the walkway or bridge is permitted.

**79. BEACH WINCHES**

- 79.1. The beach winches must not be operated by any Member or guest under the age of 18, and/or who has not been trained in their use.
- 79.2. Any Member or visitor using the beach winches has an obligation of care to other beach users and or those in proximity to the winches.

**DATED**

**2026**

- (1) **HAYLING ISLAND SAILING CLUB**  
(an unincorporated association)
- (2) **HAYLING ISLAND SAILING CLUB LTD**  
(a company limited by guarantee)
- (3) **TIMOTHY JOHN HANCOCK, RODNEY  
PAUL CARR, MIKE MASSEY, AND [DAVID  
BRYAN NICHOLLS]**  
(as trustees of the unincorporated association)

**TRANSFER AGREEMENT**

**Lester Aldridge LLP**

**Solicitors**

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Grosvenor Square

Southampton

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t: 023 8082 7400

E mail: [enquiries@la-law.com](mailto:enquiries@la-law.com)

Ref: LWC.HAY07086.1

**THIS AGREEMENT** is made on 2026

**BETWEEN:-**

- (1) **ASSOCIATION** : the unincorporated association known as Hayling Island Sailing Club governed by rules adopted on 19 October 2025 whose address is at Hayling Island Sailing Club, Sandy Point, Hayling Island, Hampshire, United Kingdom, PO11 9SL
- (2) **COMPANY** : Hayling Island Sailing Club Ltd a company limited by guarantee registered incorporated and registered in England and Wales with company number 16464456 whose registered office is also at Hayling Island Sailing Club, Sandy Point, Hayling Island, Hampshire, United Kingdom, PO11 9SL
- (3) **TRUSTEES** : the property holding trustees appointed by the Association being
- (1) Timothy John Hancock of [ADDRESS] ,
  - (2) Rodney Paul Carr of [ADDRESS]
  - (3) Mike Massey of [ADDRESS] ; and
  - (4) [David Bryan Nicholls of [ADDRESS]]

**BACKGROUND**

- 0.1 The Association is a club established as an unincorporated association which provides facilities for and promotes the sport of sailing, promoting excellence in racing under sail.
- 0.2 The General Committee has concluded that it would be in the best interests of the Association if its activities were carried on through a limited company.
- 0.3 The Company was incorporated on 21 May 2025 as a dormant company with the model articles of association for a private company limited by guarantee.
- 0.4 At a general meeting of the Association held on 26 April 2026, the members of the Association passed [unanimously/by a two-thirds majority] a resolution to distribute and transfer the whole of its assets to the Company as part of a scheme of reconstruction and thereafter to wind up the Association, with an effective date for the transfer to be approved by the General Committee of the Association.
- 0.5 The General Committee has agreed an effective date of [midnight on 31 December 2026].
- 0.6 The Company adopted bespoke articles of association with power to acquire the whole of the assets and undertaking of the Association on or before the date of this Agreement.

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1. In this agreement:

The following words and expressions shall have the following meanings for all purposes:

<b>Activities</b>	the activities and undertaking associated with running the Association for the benefit of its members as carried on by the Association at the Effective Date.
<b>Assets</b>	the property, rights and assets of the Association as described in clause 2.1.
<b>Book Debts</b>	any debts owed to the Association at the Effective Date.
<b>Cash</b>	any cash float and bank account credit balances held at Effective Date on behalf of the Association.
<b>Completion</b>	completion of the transfer of Assets as described in clause 3.
<b>Consumables</b>	all stationery, publications and other consumable items held by the Association.
<b>Contracts</b>	the contracts and engagements of the Association whether expressed to be in the name of or on behalf of the Association, member(s) of the General Committee or the Trustees at the Effective Date.
<b>Data Protection Regulation</b>	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the Data Protection Act 2018 (and regulations made thereunder), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner as applicable as well as UK GDPR ("GDPR"), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of s.3 of the European Union (Withdrawal) Act 2018
<b>Effective Date</b>	midnight on [31 December 2026]
<b>Employees</b>	the employees of the Association at the Effective Date.
<b>Employee Records</b>	all records that the Association is required by law to maintain in respect of the Employee including, but not limited to, payroll records.

- |   |  |
|---|--|
| <b>Fixtures, Fittings and Equipment</b> | all fixtures, fittings, equipment, vehicles and any other chattels used by the Association.  |
| <b>General Committee</b>                | the committee of the Association elected by the members of the Association to manage the Association, in accordance with the Rules together with any co-opted members of the committee.  |
| <b>Goodwill</b>                         | the goodwill, custom and connection of the Association, together with the exclusive right for the Company or its assignee to represent itself as carrying on the Activities in succession to the Association.  |
| <b>Intellectual Property</b>            | all intellectual property rights of whatever nature held by or for the Association whether registered or unregistered including without limitation copyright rights, business names and domain names, database rights, the website used by the Association, any software used in connection with the Activities and all related content and rights in connection with the same and all related login and access codes. |
| <b>Personal Data</b>                    | the personal data relating to employees, members and persons with whom the Association has been in correspondence held by or on behalf of the Association and necessary for the pursuance of its Activities.   |
| <b>Properties</b>                       | the properties listed in Schedule 1.   |
| <b>Rules</b>                            | the rules of the Association adopted on 19 October 2025  |
| <b>Transfer</b>                         | the transfer of the Assets to the Company pursuant to this Agreement.  |
| <b>TUPE</b>                             | the Transfer of Undertakings (Protection of Employment) Regulations 2006.  |
- 1.2. The Association means the association acting by the General Committee in accordance with the Rules. Any reference to a Contract is a contract, whether written or unwritten, entered into by the General Committee or any member of the General Committee or with the approval of the General Committee.
- 1.3. References to statutes or statutory provisions shall be construed as references to those statutes or provisions and to any orders, regulations, instruments or subordinate legislation as amended, extended, consolidated or replaced from time to time (whether before or after the date of this Agreement).
- 1.4. Except where the context otherwise requires, the singular shall include the plural and vice versa; any gender include all genders; words denoting persons

include bodies corporate and unincorporated associations and partnerships and vice versa.

- 1.5. A reference to a clause or schedule is a reference to a clause of, or a schedule to, this Agreement; and references to this Agreement include the schedules.
- 1.6. Clause headings are for ease of reference only and do not affect the construction of this Agreement.

## **2. TRANSFER OF ASSETS**

- 2.1. In consideration of the issue of membership rights by the Company to members of the Association, the Association transfers with limited title guarantee and the Company shall accept, with effect from the Effective Date all the property, assets and rights of the Association including, without limitation:

- 2.1.1. the Goodwill;
- 2.1.2. the Fixtures, Fittings and Equipment;
- 2.1.3. the benefit of the Contracts;
- 2.1.4. the Properties;
- 2.1.5. the Consumables;
- 2.1.6. the Cash;
- 2.1.7. the Intellectual Property Rights;
- 2.1.8. the Personal Data;
- 2.1.9. the Records;
- 2.1.10. the Book Debts; and
- 2.1.11. all other property, rights and assets held by the General Committee or the Trustees for and on behalf of the Association or to be used, enjoyed or exercised or intended to be used, enjoyed or exercised in the Activities by the Association including the full benefit (so far as the same can lawfully be assigned or transferred to the Company) of all rights and claims of the Association under any warranties, conditions, guarantees or indemnities, express or implied, in favour of the Association in relation to any Assets or the Activities.

- 2.2. The Assets are transferred 'as is' and no warranty, condition or representation, express or implied, as to the condition, quality, accuracy, performance, or fitness for intended purpose of them or the existence or extent of any third party rights or claims in relation to them is given or assumed by the Association or Trustees and all such warranties, conditions and representations are excluded to the fullest extent permitted by law.

- 2.3. The Association and the Trustees shall take all necessary steps and co-operate fully with the Company to ensure that it obtains the full benefit of the Assets and undertaking of the Association and shall execute such documents and take such other steps (or procure other necessary parties so to do) as are

reasonably necessary or appropriate for vesting in the Company all their rights and interests in such Assets and undertaking.

### **3. COMPLETION**

3.1. The Transfer shall be completed immediately upon the Effective Date when all the matters set out in this clause 3 shall be effected:

3.1.1. the Association shall be deemed to have delivered to the Company at the Properties such Assets as are located at the Properties which are capable of being transferred by delivery;

3.1.2. the Trustees at the direction of the Association shall deliver to the Company a duly executed transfer of the Properties together with all documents of title in their possession or under their control in relation to the Properties;

3.1.3. the Association shall cause to be delivered or (if so requested by the Company) make available to the Company the Records and the Association's books of account, information relating to other contract parties, relevant computer programmes and other books and documents which relate to the Association.

3.2. The Company may in its absolute discretion waive any requirement contained in clause 3.1.

3.3. The Company shall continue the Activities from the Effective Date in succession to the Association.

### **4. CONTRACTS AND OTHER OBLIGATIONS**

4.1. Subject to the consent, where necessary, of the other contracting parties, the Company shall assume the obligations of and become entitled to the benefit of the Contracts with effect from the Effective Date.

4.2. Failing any required consent of other contracting parties to the assignment or novation of any Contract, the Association shall remain liable under such Contract as a contracting party but the Company shall at its own cost and expense assume and perform the obligations under such Contract for and on behalf of the Association who shall account to the Company for all sums received from or in connection with the Contract.

4.3. The Association will, at the Company's request, give to the Company all assistance reasonably within its power to enable the Company to enjoy the benefits of and to enforce the Contracts against the other contracting party or parties.

### **5. BOOK DEBTS**

5.1. The Association shall assign the Book Debts or any of them to the Company and shall give the Company all reasonable assistance to collect the Book Debts.

5.2. If the Association receives any payment in discharge of the Book Debts, it shall account to the Company for the payment.

## **6. DATA PROTECTION**

- 6.1. Notwithstanding any other provision of this agreement, the Company undertakes that, on receipt of the Personal Data, it will duly observe all of its obligations as a data controller under the Data Protection Legislation which arise in connection with processing the Personal Data.

## **7. EMPLOYEES**

- 7.1. The parties acknowledge that TUPE shall apply to the Transfer and that, in consequence, the contract of employment of the Employees will be transferred to the Company on the Effective Date.
- 7.2. The Company shall assume all liabilities, costs, claims and demands arising after the Effective Date from the employment by the Company of the Employees.
- 7.3. All salaries and other emoluments, (including holiday entitlements and holiday remuneration), tax and national insurance payments relating to the Employees shall be borne by the Trustees or the Committee as the case may be up to the Effective Date and all necessary apportionments shall be made.

## **8. INTELLECTUAL PROPERTY**

- 8.1. The Association hereby assigns to the Company all its right, title and interest in and to the Intellectual Property Rights, including without limitation the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Intellectual Property whether occurring before, on, or after the date of this agreement.

## **9. GENERAL**

### **9.1. Assignment**

This Agreement shall be binding upon and endure for the benefit of the successors and personal representatives of the parties but shall not be assignable.

### **9.2. Whole Agreement**

This Agreement constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior agreements or understandings. No variations shall be effective unless made in writing signed by the parties and expressing an intention to vary this Agreement.

### **9.3. Agreement Survives Completion**

All the provisions of this Agreement, in so far as the same shall not have been performed at Completion, shall remain in full force and effect notwithstanding Completion.

### **9.4. Further Assurance**

At any time after the date of this Agreement, the Committee and Trustees shall, at the request of the Company, execute such documents and do such acts and things as the Company may reasonably require for the purpose of vesting the Assets in the Company or its nominees and giving to the Company the full benefit of all the provisions of this Agreement.

## 9.5. Notices

9.5.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- a. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b. sent by email to the email addresses as notified by the parties to one another from time to time.

9.5.2. Any notice shall be deemed to have been received:

- a. if delivered by hand, at the time the notice is left at the proper address;
- b. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the day after posting; or
- c. if sent by email, at the time of transmission.

9.5.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 9.6. Invalidity

9.7. If any provision in whole or part of this Agreement shall be held to be void or unenforceable, the validity and enforceability of the remainder of this Agreement (and the remainder of the provision concerned) shall not be affected.

## 9.8. Choice of Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts for the purpose of enforcing any claim arising under this Agreement.

## 9.9. Rights of Third Parties

No person who is not a party to this Agreement shall have any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 9.10. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

9.11. **Severance**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

**SIGNED** and **DELIVERED** as a **DEED** by or on behalf of the parties the day and year first before written

**Schedule 1  
 Registered Properties**

<b>Property Description</b>	<b>HMLR title number</b>	<b>Registered Proprietor</b>
Mudlands on the westside of Emsworth Channel, Chichester Harbour	HP35982	The Trustees of the Hayling Island Sailing Club
North east of Wittering Road, Hayling Island	HP16287	The Trustees of the Hayling Island Sailing Club
Hayling Island Sailing Club, Sandy Point, Hayling Island, PO11 9SL	HP16288	The Trustees of the Hayling Island Sailing Club
Bracklesham Road, on the East side of Wittering Road, Havant.	HP117462	The Trustees of the Hayling Island Sailing Club
East side of Bracklesham Road, Hayling Island	SH31730	Timothy John Hancock Rodney Paul Carr David Bryan Nicholls  As trustees of the Hayling Island Sailing Club
East side of Seafarers Walk, Hayling Island (PO11 9TA)	SH52261	Timothy John Hancock Rodney Paul Carr David Bryan Nicholls  As trustees of the Hayling Island Sailing Club

**Execution Page**

Signed as a deed by [Sarah Mitchell] one of the elected members of the General Committee of Hayling Island Sailing Club with authority delegated to her, in the presence of: .....  
[Sarah Mitchell]

.....

Witness Signature

Witness Name:

Witness Occupation:

Witness Address:

Signed as a deed by [David Hitchcock] one of the elected members of the General Committee of Hayling Island Sailing Club with authority delegated to him, in the presence of: .....  
[David Hitchcock]

.....

Witness Signature

Witness Name:

Witness Occupation:

Witness Address:

Executed as a deed by Hayling Island

Sailing Club Ltd acting by [John Eric Message], a director and [Graham Williamson], a director .....  
[John Eric Message]

Williamson], a director .....  
[Graham Williamson]

Signed as a deed by Timothy John Hancock in the presence of:

.....  
Timothy John Hancock

Witness Signature

Witness Name:

Witness Address:

Witness Occupation:

Signed as a deed by Rodney Paul Carr  
in the presence of:

.....  
..... Rodney Paul Carr

Witness Signature

Witness Name:

Witness Address:

Witness Occupation:

Signed as a deed by Mike Massey  
in the presence of:

.....  
..... Mike Massey

Witness Signature

Witness Name:

Witness Address:

Witness Occupation:

[Signed as a deed by David Bryan Nicholls

in the presence of: .....  
..... [David Bryan Nicholls]

.....  
Witness Signature

Witness Name:

Witness Address:

Witness Occupation:]