



EAST DOWN YACHT CLUB

Moymore Killyleagh County Down BT30 9QZ
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Club Rules 2019 Season

1. Name of Club

The name of the Club shall be "East Down Yacht Club".

2. Objects of the Club

To promote the sports of sailing, rowing and canoeing in Strangford Lough and elsewhere throughout Northern Ireland, and such other sports and activities as the Executive Committee shall consider consistent with the welfare of the Club, and to instruct people in such sports. In all cases, preference will be given to sailing crafts. The use of PWCs (Personal Water Craft) shall not be permitted at the club.

3. Club Policies

3.1 Child Protection Policy

The Club has adopted and is committed to observing the Child Protection Policy set out in Appendix A to the Club Rules and recognises its responsibilities under the Child Protection (Northern Ireland) Order 1995. At all times members in contact and working with young people on courses and in events organised by the Club shall observe the Code of Conduct set out in Appendix B to the Club Rules.

3.2 Health & Safety Policy

The Club has adopted and is committed to observing the Health & Safety Policy set out in Appendix C to the Club Rules.

3.3 Equality Statement

The Club has adopted and is committed to observing the Equality Statement set out in Appendix D to the Club Rules.

3.4 Data Protection Policy

The Club has adopted and is committed to observing the Data Protection Policy as set out in Appendix E to the Club Rules.

4. Affiliation to Royal Yachting Association

The Club shall be affiliated to the Royal Yachting Association.

5. Officers of the Club

The following Officers shall be elected annually by the voting members at the Annual General Meeting: Commodore, Vice Commodore, Rear Commodore (Sailing), Sailing Captain, Honorary Secretary, Honorary Treasurer. No one person may be elected as Commodore for more than three consecutive occasions and no one person may be elected as Vice Commodore for more than three consecutive occasions.

6. Nomination for Election to Executive Committee

Nominations for all elected offices and posts should be lodged in writing with the Honorary Secretary not later than five days prior to the Annual General Meeting. Each nomination shall be signed by a Proposer and by a Secunder, and shall bear the signature of the Nominee as an

indication of his or her willingness to serve on a committee, if so elected. Nomination forms shall be made available to members at the appropriate time. All Nominees, Proposers and Seconders must be fully paid up adult voting members.

Nominees for Commodore and for Vice Commodore must have served on Executive Committee, prior to nomination.

If the number of nominations received by the due date is fewer than the number of offices and posts to be filled, then the Chairman of the Meeting may, provided the Meeting approves, seek nominations for those specific offices and posts which are deficient. All three parties to any such nomination must be present.

7. Taking of Minutes

The Honorary Secretary shall keep a record of the proceedings at the Annual General Meeting and the Executive Committee meetings and shall see that the decisions of these Meetings are implemented.

8. Accounting

The Honorary Treasurer shall be accountable to the Executive Committee for the receipt and payment of all money due to or owing by the Club and shall keep correct accounts and books showing the receipts, expenditure and financial affairs of the Club, audited yearly by the Honorary Auditor before they are presented to the Annual General Meeting. The Honorary Auditor shall be appointed by the Executive Committee and need not be a Member of the Club.

9. Executive Committee

The affairs of the Club shall be the responsibility of the Executive Committee, which shall consist of the Officers specified in Rule 5. In addition, four members shall be elected annually at the Annual General Meeting to serve on the Executive Committee. The Executive Committee shall meet from time to time at such place and hour as may be convenient and as summoned in writing by the Honorary Secretary. A quorum of half of the members of the Executive Committee shall be required to conduct business. In the event of a voting tie, the Chairman shall have a casting vote. The Executive Committee may appoint sub-committees to deal with any special business, provided that the power of the Executive Committee to elect or reject members shall not be delegated to any other committee. In the event of a vacancy occurring in the Executive Committee during a current year of office the Executive Committee may, at its discretion, appoint a successor, who shall hold office until the next Annual General Meeting. The number of successors so appointed shall not exceed two in any one year. If necessary a Principal Training Officer, a Principal Race Officer, an Assistant Honorary Secretary and/or an Assistant Honorary Treasurer may also be appointed by the Executive Committee at any time during the year. All such persons shall not by virtue of such appointment be members of the Executive Committee. The Commodore, the Vice Commodore, Principal Training Officer and the Principal Race Officer shall be ex officio members of all other committees.

10. Sailing Committee

The Sailing Committee shall consist of the following: Rear Commodore (Sailing), Sailing Captain, Cruising Captain, Youth Coordinator, four members elected annually at the Annual General Meeting, and a maximum of four members appointed by the Executive Committee at its first meeting following the Annual General Meeting. The Sailing Committee shall meet regularly to consider any duties assigned to it by the Executive Committee, and to provide reports and recommendations to the Executive Committee. The Sailing Captain shall ensure that proceedings are minuted. A quorum of half the members of the Sailing Committee shall be required to conduct business.

11. Annual General Meeting

The Annual General Meeting shall be held on or before the 7th December each year and a notice of it shall be sent to each member of the Club at the address of each member recorded in the register of the members. A quorum of 20 members is required. At any Annual General Meeting or Extraordinary General Meeting each spouse shall be entitled to one vote for such spouse's Family

membership and each Single member, Senior member or Student member shall be entitled to one vote, but Cadet members, Outport members and Family members, save as above, have no votes but can submit recommendations.

12. Extraordinary General Meeting

An Extraordinary General Meeting may be called at the request in writing of ten full members of the Club and the business of such meetings shall be restricted to the particular business mentioned in such request and a quorum of twenty members is again required.

13. Admission of Members

New members must be proposed and seconded by Club Members in writing on application forms obtainable from the Secretary. They shall demonstrate in their application to the Executive Committee's satisfaction that they intend to become active members of the club and intend to utilise the Club's facilities in keeping with the "Objects of the Club" as noted herein Rule 2. The names and addresses of persons proposed as members other than Honorary and Temporary members of the Club shall be displayed in a conspicuous place in the Club premises for at least one week before their election, and an interval of not less than two weeks shall elapse between the nomination and election of such members. Unless proposed or seconded by a member of the Executive Committee, the applicant shall be interviewed by at least one member of this Committee, before the application is considered by the Executive Committee, when a ballot shall be taken on the admission of the proposed new member at which a majority vote shall decide the question of admission.

14. Non Compliance with Rule 13

If persons, other than temporary members, are elected as members by a procedure which does not comply with that part of Rule 13 concerning the display of their names and addresses in a conspicuous place in the Club premises for a period of at least one week before their election, they shall not be admitted to any of the privileges of membership until the expiration of a period of at least two days from their election.

15. Classes of Membership and Subscription

Classes of Membership and Subscription shall be as set out in the 1st Schedule hereto.

16. Membership Cards

All members shall carry membership cards while on the premises of the Club.

17. List of Names and Addresses of Members

An alphabetical list of the names and addresses of every official and member of the Club shall be kept on the premises of the Club.

18. Guests of Members

A guest of a member shall not be admitted to the Club premises except in the company of a member and the member shall, immediately on the admission of his guest to the Club premises, enter his name and address and the name and address of his guest in a book which shall be kept for that purpose and which shall show the date of each visit.

19. Guests of Members: Limitation on Admission

The same person, except where that person is a parent, husband, wife or child of a member, shall not be admitted as a guest of a member to the Club premises on more than 20 days in any period of 12 months.

20. Responsibility of Members for their Guests

A member shall be responsible for his guest strictly observing the rules and shall not leave the Club premises before his guest and a guest of a member shall not be supplied with intoxicating liquor in the Club premises unless upon the invitation and in the company of the member.

21. Purchase of Intoxicating Liquor

No person shall be paid at the expense of the Club any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.

22. Supply of Intoxicating Liquor

No person shall, directly or indirectly, derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club or members or guests, apart from any benefit accruing to the Club as a whole.

23. Display of Bar Hours

A statement, printed in plain type, of the hours during which intoxicating liquor may be supplied on the premises of the Club shall be exhibited in a conspicuous part of the Club premises.

24. Supply of Intoxicating Liquor to Non-members - Off Premises

Intoxicating liquor shall not be supplied to persons who are not members of the Club for consumption outside the premises of the Club.

25. Supply of Intoxicating Liquor to Members - Off Premises

Intoxicating liquor shall not be supplied to members of the Club for consumption outside the premises of the Club except where the liquor is supplied in such quantities and during such hours, being hours within the permitted hours, and on such days as the Sub-Divisional Commander for the Police Sub-Division in which the premises are situated may authorise in writing.

26. Supply of Intoxicating Liquor to Minors

Intoxicating liquor shall not be supplied to any person under the age of 18 years.

27. Bar Hours

Intoxicating liquor may be supplied on the premises of the Club only during the hours set out in the 3rd Schedule.

28. Annual Subscriptions

Membership for any year starts on 1st January. Subscriptions shall be due and payable on 1st January in each year in accordance with the rates as set out in Schedule 1. Members joining after 1st August in any year are liable for half subscription. Members joining after 1st October in any year pay no subscription for that year.

29. Entrance Fee

Each applicant on admission to Family, Single and Cadet Membership shall be required to pay an Entrance Fee in accordance with the rates as set out in Schedule 1.

30. Unpaid Subscriptions

Until his or her subscription for the current season shall have been paid, a member shall not be entitled to take part in any Club event or make any use of the Club facilities nor shall points be awarded to any boat in which he/she sails. A list of members whose subscriptions are still unpaid at 30th June shall be submitted to the Executive Committee by the Honorary Treasurer, as soon as possible after that date and the Executive Committee shall have power thereafter, and after such notice as the Executive Committee shall deem reasonable, to remove the name of any member whose subscription is unpaid from the list of members and such person shall forfeit all rights to or claims upon the Club's assets.

31. Resignations

These should be in writing and made before the Annual General Meeting for that year otherwise the member shall be deemed liable for his subscription for such year.

32. Complaints, disciplinary, hearings, sanctions, and appeals.

To be dealt with by the Executive Committee, any complaint shall be in writing and delivered to the Hon Secretary. The Hon Secretary shall inform the Executive Committee, and refer the matter to an Investigation Team of people removed from the complaint. The team will carry out an investigation to include talking to the parties involved. The findings will be presented in writing to the Executive Committee who will decide by ballot whether or not there is a case to answer. If there is, the Executive Committee shall refer the matter to a Disciplinary Committee convened to hear the matter. Those on the Disciplinary Committee shall not have been involved in the investigation or the decision on whether there is a case to answer.

The Disciplinary committee should put charges to individuals concerned, and can cross examine any witnesses.

Protection will be provided to witnesses who whistle blow during investigation or hearings.

The Executive Committee shall have the power to expel a member or suspend a member from the privileges of membership for a period not exceeding one month. Members suspended or expelled shall forfeit all rights to or claims upon the Club or its funds.

Sanctions, other than suspension & expulsion are possible, including suspension of certain membership rights, suspension of duties or office, or deduction of racing points.

Appeals against the outcome of a hearing will be referred by the Secretary to a body beyond the club, such as RYANI, Sports Resolutions UK, or an individual nominated by either of these.

The club shall refer to its Code of Conduct to determine the standards of behaviour expected of members.

Any related matter not fully detailed in this rule shall be dealt with in general accordance with the principles in the Labour Relations Agency (LRA) Code of Practice on Disciplinary and Grievance Procedures (NI) guide, or equivalent NI guidance document.

33. Changes in Rules

No rule of the Club shall be changed or added to or revoked except by a special resolution of not less than two thirds of the members present and voting at the General Meeting or a Special General Meeting of which resolution seven days' previous notice in writing shall be given to each member.

34. Proposal of Resolution by Members

If any member shall desire to propose any resolution for the amendment of the Club Rules he shall give notice in writing of such proposal to the Honorary Secretary by 31st October in any year.

35. Trustees

At least four Trustees shall be appointed by the Executive Committee to hold office, until death or resignation or removal from office by a resolution of the Executive Committee, and, in such circumstances, the Executive Committee shall appoint a successor whose appointment shall be ratified by the Annual General Meeting.

The Trustees shall have power to acquire, hold, mortgage, charge and dispose of and shall have vested in themselves all real and personal property, lands, buildings, hereditaments and premises purchased, taken on Lease or otherwise acquired by or for the benefit of the Club.

36. Club Assets

The Club's assets and finances shall be used solely to further the objects of the Club.

At no time or under no circumstances shall assets of the Club be distributed among members either on an interim or on a winding-up basis.

37. Dissolution

A resolution to dissolve the Club shall be passed only at a General Meeting specially summoned for the purpose of such resolution if supported by not less than 50% of those present and entitled to vote.

In the event of the Club being dissolved, surplus assets remaining after the satisfaction of debits and liabilities shall be held in trust by the Trustees until transferred by them to an institution or an organisation, which is a charity and/ or is a registered Community Amateur Sports Club (CASC) and with objects similar to those of East Down Yacht Club, provided that such an institution's or such an organisation's Rules similarly preclude the distribution of such assets to its members.

38. Non Voting Members

Persons shall not be admitted in such numbers to membership not carrying rights of voting in relation to the affairs of the Club as will result in the number of members not having such rights being more than the number of members having such rights.

39. Admission of Honorary and Temporary Members

No persons shall be allowed to become Honorary or Temporary members of the Club or be relieved of the payment of the regular entrance fee or subscription, except those possessing the following qualifications:

Honorary Members - Elected by the Executive Committee. These being existing or recent past members of the Club to be honoured in recognition of meritorious work for the Club or for special achievement in the sport of sailing.

Temporary Members - Those participating in training or sailing events approved by the Executive Committee.

40. Financial Year

The financial year of the Club shall end on 30th September in each year.

41. Moorings

Members will comply with the general directions of the Executive Committee as to the position and type of any mooring laid in the vicinity of the Club. The Committee will identify a source of professional guidance to advise on the weight, length and strength of moorings. The Moorings Officer, appointed by the Sailing Committee, will aid free navigation in the vicinity of the Club by advising on the position of moorings. All moorings for members' boats shall be inspected and serviced annually, to preserve the reputation of East Down Yacht Club as a safe location for mooring yachts. Boat owners are responsible for the good condition of both their boat and their mooring and shall be guided by the insurance requirement of Rule 42.

42. Navigation, Racing and Sailing

All racing is to be conducted under the rules of the Royal Yachting Association and every helmsman is to be a member of a recognised club.

All craft taking part in Club activities or using Club facilities must be insured against Third Party Liability to a minimum of £1,000,000.00.

No boat belonging to a Club member may be awarded points in a Club event unless its particulars have been reported previously to the responsible Officer of the Club, in such a manner as the Executive Committee may prescribe, and unless it carries clear identifying sail numbers and/or name in accordance with the reported particulars, and unless all dues to the Club in respect of the boat have been paid, and unless the helmsman and crew are fully paid members of the Club or bona-fide visitors, subject to the further restriction that any such visitor may not participate in more than five Points Series races in any one season.

Personal buoyancy aids must be worn at all times by persons in dinghies and tenders.

A 5 knot speed limit (speed over the ground) is imposed in the immediate area of the clubhouse waters bounded to the North by Dodd's Island and in the South by the entrance to the Dorn (often marked by perches), during the sailing season.

The following list of vessels has permission to exceed the speed limit :-

Club support vessels, club safety boats and club rescue boats in their immediate race management and safety/rescue duties only, not on general passage making, subject only to safe and considerate helming.

43. Classes of Sailing Boats

The official classes of boats sponsored by the Club shall be determined or amended at the Annual or Special General Meeting. Other boats will be eligible to participate in handicap races under the RYA Portsmouth Yardstick Scheme or other such recognised handicap scheme as the Executive Committee may decide.

44. Instruction in Seamanship

In order to comply with the objects of the Club, membership of it entails the provision of boats and qualified instructors and the Executive Committee will make adequate arrangements for the instruction of new, young and inexperienced members and their families during the sailing season, and shall arrange winter sessions on such subjects as seamanship, safety at sea, racing rules, boat maintenance and boat building.

45. Colours and Badges

The colours of the Club shall be maroon and white and the burgee of the Club shall be a Viking Longship, white on a maroon field.

46. Caravans

The use of caravans on the Club property shall be regulated in accordance with the Caravan Section Rules in the 2nd Schedule hereto.

47. Boat Park

Any keelboat or trailer remaining in the Boat Park or in the Dinghy Park must be moved, before 31st May, to such area as is designated by the Executive Committee. Any boat or trailer remaining after that date will be moved and the expense reclaimed from the owner.

Subject to the discretion of the Executive Committee, a charge may be made as specified in Schedule for any keelboat or other boat remaining in the Boat or Dinghy Park between 1st June and 31st August.

Every boat, dinghy, punt, cradle and trolley remaining on EDYC property shall carry clearly visible identification.

48. Parking

The allocation of parking space to any boat or trailer/cradle, or caravan on any part of the Club site shall be at the discretion of the Executive Committee. All members wishing to park such equipment on the site must apply to the Executive Committee.

49.

(a) Equipment/Property Identification

The club instructs that every boat, tender, trailer, trolley, caravan or piece of equipment at EDYC (above the size of and including optimist dinghy) shall be marked legibly with an identification name and that this identification name be recorded on the member's annual membership renewal census form or given to the secretary before the equipment's entry to EDYC property. The identification name may include the boat class and sail number e.g. W6657 & T44956.

Equipment without identification so registered will be treated under rule 49b

(b) Abandoned Property

Any property on the Club site which has no visible identification or whose owner cannot, after reasonable enquiry, be identified, shall be disposed of at the discretion of the Executive Committee.

(c) Power to remove, sell or dispose of boats and/or trailers

In the case of an abandoned or unauthorised boat and/or trailer and/or equipment (as defined below) the Executive Committee may:-

1. move the boat and/or trailer and/or equipment to any part of the club premises without being liable for any loss or damage to the boat and/or trailer howsoever caused;
2. upon giving 1 months' notice require the member or former member to collect the boat and/or trailer and/or equipment;
3. upon giving three months' notice in writing by registered post to the member or former member at his/her last known address shown in the register of members sell the boat and/or trailer and/or equipment and deduct any monies due to the Club (whether arrears of subscription or facility fees or boat park fees or otherwise);
4. if the boat and/or trailer and/or equipment is unsaleable (in the reasonable opinion of the Committee), after giving notice in writing as aforesaid, dispose of the boat and/or trailer and/or equipment in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the club by the member or former member.
5. the club reserves the right to charge storage for the boat and/or trailer and/or equipment until such time as the owner collects the boat and/or trailer and/or equipment or until notice has been served under clause (2) and (3) above.

Provided that in each case that proper evidence is available to show that all reasonable steps have been taken by the Executive Committee to trace a member or former member and that when and if the boat and/or trailer and/or equipment is sold the proceeds of sale (where these exceed the amount of any indebtedness by the member or former member to the club) shall be placed in a bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member) for a period of six years.

The Executive Committee shall be entitled to treat any of the following as an abandoned or unauthorised boat and/or trailer and/or equipment :

6. a boat and/or trailer that remains on Club premises for more than one month after any date advised by the Committee by which boats and/or trailers must be removed to allow for maintenance works of the boat park or the end of the season date (where applicable);
7. a boat and/or trailer which is the property of a member or former member which remains on club premises after any fees payable to the club by any member or former member (whether by way of arrears of subscription or facilities fees, boat park fees or otherwise) are more than one month in arrears;
8. a boat and/or trailer which is the property of a member or former member which overstays by more than a month following the termination of the storage agreement;
9. a boat and/or trailer which is the property of a former member which overstays by more than a month following the termination of their membership.

(d) Lien on boats and/or trailers and/or equipment.

In addition to the powers set out above to move, sell or dispose of boats and/or trailers and/or equipment the Club shall have a lien over members' or former members' boats and/or trailers and/or equipment parked or stored on the club's premises in respect of all monies due to the Club, whether in respect of arrears of facilities fees or subscriptions or otherwise and shall be entitled to retain possession of the boat and/or trailer and/or equipment until such time as all monies due to the club have been paid in full.

50. Safety of Equipment

All caravans and trailers on the Club site must be maintained in good running order and must be fit for the intended purpose. If necessary, a contractor should, with the authority of the Executive Committee, be able to move any equipment on the site without endangering either himself or the property to be moved.

51. Dogs on Site

Any dog within the grounds of East Down Yacht Club should be kept under supervision and controlled at all times and any fouling that occurs should be removed by person responsible for the dog at the time.

52. Deed of Trust

No provision in these Rules or in any amendment thereto shall operate, detract from or qualify the terms of the Trust of the Club property.

53. Declaration

It is hereby declared that this document represents a true and the most up-to-date version of the Rules of East Down Yacht Club.

SCHEDULE 1

CLASSES OF MEMBERSHIP, ANNUAL SUBSCRIPTIONS AND ENTRANCE FEES 2018		
Class	Entrance Fee	Membership Fee
Family Membership (to include children up to 18 years and students up to 25 years)	£ NIL	£319
Single Membership (over 18 years)	£ NIL	£236
Student Membership (for individuals 18-25 years in full time education, not already in a Family Membership)	£ NIL	£44
Cadet Membership * (Under 18 years and not already in a Family Membership)	£ NIL	£33
Temporary Crewing Membership (Valid for 2 years only)		
First year of membership (33% of Single Membership)	N/A	£80
Second year of membership (50% of Single Membership)	N/A	£118
Outport Membership (for Members resident outside Northern Ireland throughout the season)	N/A	£27
Senior Membership (Open to those Members over 60 years of age who have been members of the Club for at least 10 years and who do not own a boat or have a caravan at the Club and who wish to take advantage of such membership)	N/A	£64
Honorary Member (non voting)	N/A	NIL
Temporary Member (per week, or part thereof, for individuals during EDYC club organised training courses and events)	N/A	£20

ANNUAL FACILITIES CHARGES - BOAT OWNERS	
Facilities Charges – All craft using EDYC slipway	
Keelboats, their punts and Sailing Dinghies	£44
Other boats above 4.5 m	£113

Winter Storage Charges – 1st November to 16th March, or part thereof	
Keelboats/boats below 20ft	£118
Keelboats/boats 20ft to below 25ft	£136
Keelboats/boats 25ft to below 30ft	£155
Keelboats/boats 30ft to below 35ft	£175
Keelboats/boats 35ft to below 40ft	£194
Keelboats/boats above 40ft	£212
Sailing dinghies and empty boat trailers	£63
Summer Storage Charges – 1st June to 31st August, or part thereof.	
Storage for every craft not in commission shall be charged at double the appropriate winter rate	Winter x 2
Long-term Storage Charges.	
Storage charges (Winter and Summer) for each successive year that a craft remains out of commission and parked at EDYC	(Winter+Summer) x 2
CARAVAN SECTION	
Caravan Entrance Donation	£117
Caravan Annual Donation	£234
Winter Storage	£117

Notes relating to Schedule 1

No-one under the age of 18 is allowed on club property or premises without suitable adult supervision. Any craft remaining un-launched and un-used during the normal sailing season will be considered to be out of commission.

CASUAL DONATIONS FOR TENTS, CARAVANS AND MOTORHOMES		
	Members	Non- Members
Tents and Awnings	No Charge*	£20.00 /night
Caravans and Motorhomes	£25.00 / night	£50.00 / night
* Members should leave a note in the Club letterbox advising of the location of tent or awning and a contact number in case of emergency.		
Notes		
Applications for permission to park caravans and motorhomes should be emailed to info@edyc.co.uk in good time and preferably with a minimum of seven days notice.		
Donations should be made in advance and left in the black letterbox in the Clubhouse Hallway. Donations do not include hookup to the Club's electric supply. Hook up to the electric supply is prohibited.		
Members are reminded of Rule 20 - 'A member shall be responsible for his guest strictly observing the rules and shall not leave the Club premises before his guest'		

Interest Free Loans

Scheme 1 ended at 2 December 2001.

That the Honorary Treasurer shall be empowered to accept from members and to repay to them at his discretion or on their request, Interest Free Loans in multiples of £25.00 and that he shall be authorised in respect thereof to rebate membership subscriptions at a rate of £2.00 per annum for every £25.00 lent calculated from the beginning of the calendar quarter after the loan was made until the end of the calendar quarter preceding its repayment.

Scheme 2 Issue Date 3 December 2001

That the Honorary Treasurer shall be empowered to accept from members and to repay to them at his discretion or on their request, Interest free loans in multiples of £25.00 and that he shall be authorised in respect thereof to rebate membership subscriptions at a rate of £1.00 per annum for every £25.00 lent, calculated from the beginning of the calendar quarter after the loan was made until the end of the calendar quarter preceding its repayment.

Payment by Instalments

The Honorary Treasurer may, at the discretion of the Executive Committee, provide a scheme for payment of Annual Subscriptions and associated charges by instalment. An administration fee will be charged for this service. Details of the scheme in operation for any year will be provided with the request for Annual Subscription.

Members whose instalment payments are in order shall be deemed to be fully paid members of the Club for the purposes of Rule 30 (Unpaid Subscriptions).

Penalties

A late payment surcharge of 10% of the full annual rate shall be applied to all subscriptions outstanding after 31st March with the following exceptions :-

- Those members who have advised the Membership Secretary in writing that they have opted to pay their subscriptions in 6 or fewer staged payments and who have transferred the first payment to the Club account by 31 March.
- Any individual case which the Executive Committee considers to be extenuating circumstances where an application has been made in writing to the Executive Committee by the last day in February.

SCHEDULE 2 : CARAVAN SECTION

Rules for the regulation of caravans on the site adjoining the Club House of the East Down Yacht Club.

The Executive Committee of the East Down Yacht Club has full authority to administer these rules. All payments made by members of the Caravan Section shall become part of the finances of the Yacht Club and shall be under the absolute control of the Treasurer and Committee of the Yacht Club.

The Executive Committee of the East Down Yacht Club shall have power to discipline members of the Caravan Section according to these rules or according to the rules of the Yacht Club.

Members of the Caravan Section shall pay an annual donation, as detailed in the 1st Schedule, for a right to occupy a site on the caravan park. New members to the Caravan Section shall make a one off, non-refundable donation as detailed in the 1st Schedule.

Outside the sailing season caravans shall be stored at locations identified as suitable by the Executive Committee. An annual winter storage charge equivalent to a Keelboat below 20ft shall be paid.

All caravans on Club property must be insured against Third Party Liability to a minimum of £1,000,000.

The Executive Committee shall have power, after request, to have a caravan removed from the site at any time during the year, apportioning the subscription accordingly.

Membership of the Caravan Section shall be confined to those paying a Family subscription and who are boat owners.

The membership of the Caravan Section shall be limited to 45 families and when this number is reached the membership shall be closed.

Application for membership shall be made to the Executive Committee of the Yacht Club who shall deal with applications in strict rotation.

The Executive Committee of the Yacht Club shall have full authority to accept or refuse application for or terminate membership of the Caravan Section, and have full authority to amend or terminate existing allocation of sites.

Members proposing to remove their caravan from the site for a period of one week or longer shall give at least one week's prior notice of removal to the Secretary of the Yacht Club or his nominee who shall have power to grant temporary membership of the Caravan Section to any member on payment of a donation to be determined by the Executive Committee.

The Executive Committee of the Yacht Club shall each year nominate three members of the Caravan Section who shall have full power to allocate sites to existing members, to organise voluntary labour to improve the amenities of the caravan park and to report to the Executive Committee of the Yacht Club any serious breaches of the rules of the Caravan Section.

The Executive Committee shall allocate every caravan a site number. Every caravan, whilst on EDYC property, shall permanently display its site number in the window nearest the draw bar.

All caravans in the Boat Park or Dinghy Park must be moved, prior to Opening Day, to their designated sites. Any caravan remaining in the Boat Park or Dinghy Park after that date will be moved to its designated site and any expenses incurred will be reclaimed from the owners.

SCHEDULE 3 : BAR HOURS

The hours of opening of the Club Bar shall be within 11.30 am to 11.00 pm on any social or sailing occasion for which the Executive Committee may agree that Bar facilities should be provided.

Also, the Bar may be open from 6:00 pm to 11.00 pm on each Wednesday during the Sailing Season, and from 11.30 am to 11:00 pm on each Saturday during the Sailing Season.

If such facilities are provided on a Sunday (or a Christmas Day) the permitted opening hours shall be from 12.30 pm to 7.30 pm.

If such facilities are provided on Good Friday the permitted opening hours will be limited to the period between 5.00 pm and 11.00 pm.

APPENDIX A : CHILD PROTECTION POLICY

Those working with young people should have access to the RYA's 'Safeguarding and Child Protection Policy and Guidelines' (available to download at www.rya.org.uk)

Policy Statement

It is the policy of East Down Yacht Club to safeguard children and young people taking part in Club activities from physical, sexual or emotional harm. The Club will take all reasonable steps to ensure that, through appropriate procedures and training, children participating in Club activities do so in a safe environment. We recognise that the safety and welfare of the child is paramount and that all children, whatever their age, gender, disability, culture, ethnic origin, colour, religion or belief, social status or sexual identity, have a right to protection from abuse.

For the purposes of this policy anyone under the age of 18 should be considered as a child. All members of the Club should be aware of the policy.

Club Welfare Officer

The Club Welfare Officer is Finbar Jennings.

Contact details – Email : john.jennings@gmail.com Mobile: 078 8764 6008

Volunteers

All Club volunteers whose role brings them into regular contact with young people will be asked to provide references. The Child Protection Officer and those instructing, coaching or supervising young people or instructors will also be asked to apply for an Enhanced Criminal Records Disclosure.

Good Practice

All members of the Club should follow the good practice guidelines as set out below :-

- Avoid spending any significant time working with children in isolation.
- Do not take children alone in a car, however short the journey.
- Do not take children to your home as part of your organisation's activity.

Where any of these are unavoidable, ensure that they only occur with the full knowledge and consent of someone in charge of the organisation or the child's parents.

Design training programmes that are within the ability of the individual child.

If a child is having difficulty with a wetsuit or buoyancy aid, ask them to ask a friend to help if at all possible.

If you do have to help a child, make sure you are in full view of others, preferably with another adult.

You should never :

- engage in rough, physical or sexually provocative games.
- allow or engage in inappropriate touching of any form.
- allow children to use inappropriate language unchallenged, or use such language yourself when with children.
- make sexually suggestive comments to a child, even in fun.
- fail to respond to an allegation made by a child; always act.
- do things of a personal nature that children can do for themselves.

It may sometimes be necessary to do things of a personal nature for children, particularly if they are very young or disabled. These tasks should only be carried out with the full understanding and consent of the child (where possible) and their parents/carers. In an emergency situation which requires this type of help, parents should be fully informed. In such situations it is important to ensure that any adult present is sensitive to the child and undertakes personal care tasks with the utmost discretion.

Those working with young people should be aware of the guidance on recognising abuse, see Appendix A of the RYA 'Safeguarding and Child Protection Policy and Guidelines'

Adults are requested not to enter the showers and changing rooms at times when children are changing before or after junior/youth training or racing. If this is unavoidable it is advised that they are accompanied by another adult.

The Club will seek written consent from the child and their parents/carers before taking photos or video at an event or training session or publishing such images. Parents and spectators should be prepared to identify themselves if requested and state their purpose for photography/filming. If the Club publishes images of children, no identifying information other than names will be included. Any concerns about inappropriate or intrusive photography or the inappropriate use of images should be reported to the Club Welfare Officer.

Concerns

Anyone who is concerned about a young member's welfare, either outside or within the Club, should inform the Club Welfare Officer immediately, in strict confidence. The Club Welfare Officer will follow RYA procedures.

Any member of the Club failing to comply with the Child Protection policy and any relevant Codes of Conduct may be subject to disciplinary action under Club Rule 32.

APPENDIX B : CODE OF CONDUCT

Code of conduct for members, instructors, coaches, volunteers and helpers.

It is the policy of East Down Yacht Club that all participants, coaches, instructors, officials, parents and volunteers show respect and understanding for each other, treat everyone equally within the context of the sport and conduct themselves in a way that reflects the principles of the club. The aim is for all participants to enjoy their sport and to improve performance.

Abusive language, swearing, intimidation, aggressive behaviour or lack of respect for others and their property will not be tolerated and may lead to disciplinary action.

Participants - Young Sailors

Listen to and accept what you are asked to do to improve your performance and keep you safe.

Respect other participants, coaches, instructors, officials and volunteers.

Abide by the rules and play fairly. Do your best at all times.

Never bully others either in person, by phone, by text or online.

Take care of all property belonging to other participants, the club or its members.

Parents

Support your child's involvement and help them enjoy their sport.

Help your child to recognise good performance, not just results.

Never force your child to take part in sport.

Never punish or belittle a child for losing or making mistakes.

Encourage and guide your child to accept responsibility for their own conduct and performance.

Respect and support the coach

Accept officials' judgements and recognise good performance by all participants

Use established procedures where there is a genuine concern or dispute

Inform the club or event organisers of relevant medical information

Ensure that your child wears suitable clothing and has appropriate food and drink

Provide contact details and be available when required

Take responsibility for your child's safety and conduct in and around the clubhouse and the East Down Yacht Club site.

If on site after 10pm parents/guardians should ensure they know where their children are and what they are doing, they should ensure that the quietness and calm atmosphere of the site is maintained. If their children/young people do become noisy or disruptive, parents should address it as soon as they become aware of the situation.

Coaches, Instructors, Officials and Volunteers

Consider the welfare and safety of participants before the development of performance.

Encourage participants to value their performance and not just results.

Promote fair play and never condone cheating.

Ensure that all activities are appropriate to the age, ability and experience of those taking part.

Build relationships based on mutual trust and respect.

Work in an open environment.

Avoid unnecessary physical contact with young people.

Be an excellent role model and display consistently high standards of behaviour and appearance.

Do not drink alcohol or smoke when working directly with young people.

Communicate clearly with parents and participants.

Be aware of any relevant medical information.

Follow RYA and Club guidelines and policies.

Holders of RYA Instructor and Coach qualifications must also comply with the RYA Code of Ethics and Conduct.

Holders of RYA Race Official appointments must also comply with the RYA Race Officials Code of Conduct.

If you are concerned that someone is not following the Code of Conduct, you should inform the Child Protection Officer or the person in charge of the activity or session.

APPENDIX C : Statement of Policy and Intent in relation to Health and Safety

1. East Down Yacht Club considers that one of its primary objectives is the achievement and maintenance of a high standard of health and safety on its premises, and in all activities conducted under its jurisdiction.
2. The Club also recognises the need for, and seeks to promote, a healthy and safe working environment for all its members, guests and employees, while they use the Club's premises and equipment.
3. The Club will take all reasonably practicable steps to fulfil its responsibility and will pay particular attention to meeting statutory requirements and RYA guidance.
4. The Club requires members to display a positive attitude towards Health and Safety and, in addition to abiding by the Club Rules and Sailing Instructions, members should adhere to safety procedures and instructions which have been endorsed by the Executive Committee.

APPENDIX D : Equality Statement

East Down Yacht Club is committed to the principle of equality of opportunity and aims to ensure that all present and potential participants, members, instructors, coaches, competitors, officials, volunteers and employees are treated fairly and on an equal basis, irrespective of their gender, age, disability, ethnic origin, colour, religion or belief, social status or sexual orientation.

The club aims to make its services and training schemes accessible to all and may take special measures to ensure that certain groups are not unfairly disadvantaged, provided that such action does not adversely affect the standard, quality and integrity of its schemes. The club reserves the right to discipline any of its members or employees who practise any form of discrimination in breach of this policy. The club encourages its recognised teaching establishments to adopt a similar policy. The effectiveness of this policy will be monitored and evaluated on an ongoing basis. Further guidance is available from:

- Equality Commission for Northern Ireland
- The Equity Standard - A Framework For Sport

APPENDIX E : Data Protection Policy

1. About this Policy

- 1.1 This policy explains when and why we collect personal information about our members and instructors, how we use it and how we keep it secure and your rights in relation to it.
- 1.2 We may collect, use and store your personal data, as described in this Data Processing Policy and as described when we collect data from you.
- 1.3 We reserve the right to amend this Data Processing Policy from time to time without prior notice. You are advised to check our website www.edyc.co.uk regularly for any amendments (but amendments will not be made retrospectively).
- 1.4 We will always comply with the General Data Protection Regulation (**GDPR**) when dealing with your personal data. Further details on the GDPR can be found at the website for the Information Commissioner (www.ico.gov.uk). For the purposes of the GDPR, we will be the “controller” of all personal data we hold about you.

2. Who are we?

2.1 We are East Down Yacht Club. We can be contacted by writing to East Down Yacht Club, 67 Comber Road, Moymore, Killyleagh, BT30 9QZ and by email to info@edyc.co.uk

3. What information we collect and why.

Type of information	Purposes	Legal basis of processing
Member's name, address, telephone numbers, e-mail address(es).	Managing the Member's membership of the Club. Managing the duty roster.	Performing the Club's contract with the Member. For the purposes of our legitimate interests in operating the Club.
The names and ages of the Member's dependants	Managing the Member's and their dependants' membership of the Club	Performing the Club's contract with the Member.
Emergency contact details	Contacting next of kin in the event of emergency	Protecting the Member's vital interests and those of their dependants
Date of birth / age related information	Managing membership categories which are age related	Performing the Club's contract with the Member.
Gender	Provision of adequate facilities for members	For the purposes of our legitimate interests in making sure that we can provide sufficient and suitable facilities (including changing rooms and toilets) for each gender.
Gender	Reporting information to the RYA.	For the purposes of the legitimate interests of the RYA to maintain diversity data required by Sports Councils.
The Member's name, boat name and sail number	Managing race entries and race results. Sharing race results with other clubs, class associations, and the RYA, and providing race results to local and national media. Allocating moorings and compound spaces.	For the purposes of our legitimate interests in holding races for the benefit of members of the Club. For the purposes of our legitimate interests in promoting the Club. For the purposes of our legitimate interests in operating the Club
Photos and videos of members and their boats	Putting on the Club's website and social media pages and using in press releases.	Consent. We will seek the Member's consent on their membership application form and each membership renewal form and the Member may withdraw their consent at any time by contacting us by e-mail or letter.
Radio call signs	Collected for a rally and shared between those participating in the rally.	For the purposes of our legitimate interests in holding races for the benefit of members of the Club.

Bank account details of the member or other	Managing the Member's and their dependants' membership of the Club, the provision of services and events.	Performing the Club's contract with the Member.
Instructor's name, address, email addresses, phone numbers and relevant qualifications and/or experience.	Managing instruction at the club.	For the purposes of our legitimate interests in ensuring that we can contact those offering instruction and provide details of instructors to members.

4. How we protect your personal data

- . 4.1 We will not transfer your personal data outside the EEA without your consent.
- . 4.2 We have implemented generally accepted standards of technology and operational security in order to protect personal data from loss, misuse, or unauthorised alteration or destruction. We will notify you promptly in the event of any breach of your personal data which might expose you to serious risk.
- . 4.3 Please note however that where you are transmitting information to us over the internet this can never be guaranteed to be 100% secure.
- . 4.4 For any payments which we take from you online we will use a recognised online secure payment system.
- . 4.5 We will notify you promptly in the event of any breach of your personal data which might expose you to serious risk.

5. Who else has access to the information you provide us?

- . 5.1 We will never sell your personal data. We will not share your personal data with any third parties without your prior consent (which you are free to withhold) except where required to do so by law or as set out in the table above or paragraph 5.2 below.
- . 5.2 We may pass your personal data to third parties who are service providers, agents and subcontractors to us for the purposes of completing tasks and providing services to you on our behalf (e.g. to print newsletters and send you mailings). However, we disclose only the personal data that is necessary for the third party to deliver the service and we have a contract in place that requires them to keep your information secure and not to use it for their own purposes.

6. How long do we keep your information?

- . 6.1 We will hold your personal data on our systems for as long as you are a member of the Club and for as long afterwards as is necessary to comply with our legal obligations. We will review your personal data every year to establish whether we are still entitled to process it. If we decide that we are not entitled to do so, we will stop processing your personal data except that we will retain your personal data in an archived form in order to be able to comply with future legal obligations e.g. compliance with tax requirements and exemptions, and the establishment exercise or defence of legal claims.
- . 6.2 We securely destroy all financial information once we have used it and no longer need it.

7. Your rights

- . 7.1 You have rights under the GDPR:
 - . (a) to access your personal data
 - . (b) to be provided with information about how your personal data is processed
 - . (c) to have your personal data corrected
 - . (d) to have your personal data erased in certain circumstances
 - . (e) to object to or restrict how your personal data is processed
 - . (f) to have your personal data transferred to yourself or to another business in certain circumstances.

. 7.2 the Information Commissioner:

<https://ico.org.uk/concerns/>

0303 123 1113.

Information Commissioner's Office Wycliffe House
Water Lane, Wilmslow Cheshire SK9 5AF

