



THE SOUTH BANK SAILING CLUB CONSTITUTION

The Club was founded in 1952 by a few enthusiasts and was adopted as a constituent club within the London County Council (LCC) staff club. Its membership then was made up of LCC staff and others working within other local authorities. The club continued when the LCC became the Greater London Council (GLC) and when the GLC was disbanded membership was opened to the public. The Club is a member of the Royal Yachting Association (RYA) and it achieved Community Amateur Sports Club status in 2007.

1. Name

The Club shall be called the 'South Bank Sailing Club'.

2. Purpose

The purpose of the club is

- to promote the amateur sport of dinghy sailing for all on the Tidal Thames in SW London, and community participation in it,
- to promote competitions, and
- to provide opportunities for beginners to increase their knowledge of sailing in a friendly and encouraging atmosphere.

3. Classes of Membership

a) Membership is open to the whole community subject only to available facilities and considerations of safety, without discrimination

b) The Club may refuse membership or exclude from membership only for good and sufficient cause, such as conduct or character likely to bring the club or the sport into disrepute. Appeal against such a decision may be made to the club's membership and decided by majority vote.

c) There shall be the following classes of membership and the qualifications for them shall be as shown:

- **Full Member:**
A person who has been accepted for full membership by the General Committee.
- **Family Member:**
A member of the immediate family (that is, the husband or wife, or son or daughter under the age of 18) of a **Full Member** or **General Member**.



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- **Family Group:**
The immediate family (as defined in *Family Member* above) of a **Full** or **General Member**
- **Student Member:**
A member who is receiving full time education
- **Pensioner Member:**
A member who is in receipt of a state retirement pension
- **Unemployed Member:**
A member who is unemployed. If the member gains employment during the club's financial year they will become liable for a normal subscription in arrears pro rata.
- **Non-sailing Member:**
Any person, who is not a member under any other definition, interested in the Club's activities but not intending to sail or race, nor to keep a boat on the Club premises. Non-sailing members may be asked to undertake race officer and safety boat duties.
- **Temporary Member:**
Any person who wishes to sail only as a guest or a prospective member.

A temporary member must take out temporary membership before going afloat. They must be sponsored by a member and must not join in any sailing activities unless the sponsor is present.

A temporary member shall not be allowed to helm the Club's dinghies unless accompanied by an experienced member helmsman as defined in the rules covering the use of the club's dinghies.

4. Joining the Club

a) Applications for membership must be made on the official form and shall be considered at the next meeting of the General Committee. If necessary a ballot shall be held, election shall be by simple majority vote.

5. Voting Rights and Eligibility for Election as Officers and Committee Members

a) All members over the age of 18 shall have voting rights and be eligible for election as officers or as members of the General Committee.



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6. Subscriptions and Joining Fee

- a) The annual subscription and joining fee for each class of membership is shown in the appendix to these rules (Appendix 1). Any changes shall be approved by a General Meeting and displayed in the Clubhouse.
- b) Members (except Students) elected after 30 September shall pay a reduced subscription until the following 31 March.
- c) A member of any class (except Student) elected after 31 December shall pay the full subscription and shall be exempted from payment of the full subscription for the following year.
- d) A temporary member shall pay a fee that may from time to time be approved by the General Committee.

7. Payment of Subscription

- a) The first subscription shall be due on application for membership: it shall be refunded if the candidate is not elected.
- b) Subsequent subscriptions shall be due on 1 April in each year, except student members, whose subscriptions shall be due on 1 October.
- c) A member who is in arrears for their subscription shall not be entitled to enjoy the privileges of the Club for so long as he shall remain in arrears.
- d) A member whose subscription is three months in arrears shall be notified by letter through the post and in the event of non- payment for one further month shall cease to be a member.

8. General Committee and Officers

- a) The General Committee shall be elected annually at the Annual General Meeting and shall comprise the Officers of the Club and six additional members.

The Committee shall have power to co-opt as necessary.

- b) The Officers of the Club to consist of the Commodore, Vice-Commodore, General Secretary, Treasurer, Sailing Secretary, Membership Secretary, Harbourmaster and Boatswain and any others as the Annual General Meeting may determine.
- c) A quorum shall be five (including at least three Officers and two non-officers).



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9. Powers of the Committee

- a) The Committee shall manage the affairs of the Club according to the Rules and shall cause the funds of the club to be applied solely to the purposes of the Club.
- b) The Committee or any person delegated by the Committee to act as agent for the Club or its members shall enter into contract only as far as expressly authorised, or authorised by implication, by the members.
- c) Members of the Committee or any person so authorised are entitled to be indemnified by the Club against any liabilities properly incurred, or that could be assumed to be properly incurred, by them on behalf of the Club. But the limit of any individual member's liability in this respect shall be a sum equal to year's subscription of that category of membership unless the Committee has been authorised to exceed such a limit by a General Meeting of the Club.
- d) The decision of the General Committee in all disputes and matters referred to them shall be final subject only to approval of a contrary resolution at a General Meeting.

10. Duties of Officers

- a) The General Secretary shall keep, or cause to be kept, minute-books correctly recording all proceedings of the Club, the same to be produced at every meeting of the General Committee.

He/she shall see that all correspondence, general and financial, of the Club is properly conducted and generally perform the duties incidental to his office.

- b) The Sailing Secretary shall be responsible for preparing racing and sailing programmes, organising training courses and allocating the Club's boats for use by members

- c) The Membership Secretary shall be responsible for maintaining an up-to date membership record, enrolling new members and bringing their applications before the Committee for their consideration and for any other matters connected with membership which may from time to time be allotted to him/her.

- d) The Treasurer shall be the Club's financial adviser and shall be responsible for the payment and receipt of all money. He/she shall keep, or cause to be kept, books correctly recording all the Club's accounts and generally perform the duties incidental to his office. He/she shall be a member of all sub-committees.



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e) The Harbourmaster shall have general responsibility for the oversight of the Club's premises and for allotting berths for boats kept in the Club's dinghy-park.

f) The Boatswain shall be generally responsible for the Club's boats, including the safety-boats and their engines, and for initiating action to ensure that they are kept in good and river-worthy condition.

11. Trustees

a) The title to any property of the Club shall be vested in the Trustees, who shall be the Commodore, Vice-Commodore, General Secretary and Treasurer

b) The liability of the Trustees for the performance of any contractual or any other obligation undertaken by them on behalf of the Club shall be limited to the assets of the club.

c) The Trustees shall be indemnified out of the Club's property against risk and expense incurred in the exercise of their duties as Trustees.

12. Sailing Committee

a) The Sailing Committee shall be elected by the General Committee from their own number four to form a quorum. They may co-opt up to two additional members.

b) The committee, with the Officers, shall have sole management of the racing, sailing and training arrangements including safety and shall formulate rules connected therewith, which shall be submitted to the General Committee for approval.

13. Use of the Club Dinghy Park

Members keeping their boats in the Club's dinghy-park do so subject to the following conditions:

a) The payment of a mooring-fee as shown or such other fee as may from time to time be approved by the General Committee.

b) The Club accepts no responsibility whatsoever for any loss or damage to the boat, fittings or any other equipment, however caused.

c) All boats should be stored securely and their owner must have third party insurance.

d) Berths shall be allotted by the Harbourmaster who shall have the right to rearrange berths as he/she thinks fit.



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e) If at any time any subscription or mooring-fee payable to the Club by any member or former member shall be three months or more in arrears the Club shall be entitled upon giving one month's notice in writing to the member at their last address shown in the register of members to sell the boat and to deduct any moneys owing (whether by way of subscription, mooring-fee or otherwise) from the sale before accounting for the balance (if any) to the member or former member.

Each member acknowledges and agrees that any permission granted to him or her to store a boat at the yard at SBSC is granted on the condition that the member's boat is seaworthy, is used at sailing events organized by SBSC and the member contributes to SBSC.

In relation to applications made by members to store boats at the yard:

If a member applies to store a boat at the yard and the committee does not consider (on reasonable grounds) that the boat is seaworthy or will be used adequately while stored at the yard, or that the member will contribute sufficiently to the club, the committee shall be entitled (in its sole discretion) to refuse the member permission to store his or her boat at the yard. If the application to store a boat is successful this will be granted on a probationary basis of three months, during which time the Committee will require the boat to be sailed monthly, at the sole discretion of the Committee.

In relation to members whose boats have been admitted to the yard:

A member who has been given permission to store a boat at the yard will only be entitled to continue to store the relevant boat at the yard as long as the committee considers, at its sole discretion, that the member and the relevant boat complies with the following conditions:

- (a) The stored boat must be used at SBSC club sailing;
 - Usage must be by the member or with the member's consent for a minimum of 3 sails in our club membership year, i.e. 1st April to 31st March, in a SBSC race or a club general sail. This will be measured by the sign-on sheets and the CASC signing-on attendance stats.
 - To qualify, a 'sail' must be in keeping with the spirit of the club, i.e. a sail in a sailing session for at least an hour with the boat under full sail.
- (b) The stored boat must be 'seaworthy' (ie. deemed safe to sail on the river, at the sole discretion of the Harbour Master and one committee member.



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- (c) The member must pay in full all boat storage fees associated with the storage of each boat stored by him or her in accordance with the rules of membership at SBSC.

If a member or his or her boat does not comply with the conditions set out above:

- (i) The committee may inform the member that he or she or his or her boat is in default of SBSC's rules and that the member's boat must therefore be removed from the yard, unless the member presents extenuating circumstances to the committee such that the committee may use its discretion to permit the member to continue to store the relevant boat at the yard.
 - (ii) The member will have 2 weeks to provide the extenuating circumstances. The committee shall reasonably consider the circumstances presented by the member. At the end of the 2 week period, the committee will vote on whether the member's boat must be removed from the yard.
 - (iii) If the committee decides that the boat should be removed, the relevant member will have 60 days (or such other longer period as the committee may decide in its sole discretion) to remove the boat from the yard.
 - (iv) SBSC and the committee will endeavour to assist the member with his or her new arrangements with respect to the relevant boat. If the member does not remove the boat within the time period required by the committee, unless the committee decides otherwise (at its sole discretion), the boat will be sold and the proceeds will be sent by SBSC to the member, minus any costs of selling.
 - (v) Following the removal of the boat, SBSC will refund the member pro-rata for the boat storage fees the member has paid in relation to the relevant boat, in respect of any period in which the boat will no longer be stored at the yard. The committee shall then confirm that no further payment with regards to boat storage can be accepted from the member in respect of the relevant boat.
- f) Alternatively, any boat which in the opinion of the General Committee cannot be sold may, such notice as aforesaid having been given, be broken up and the expenses recovered from the member or former member.



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14. Withdrawal

A member wishing to withdraw from the Club shall give written notice addressed to the General Secretary.

15. Conduct of Members

In the event of the conduct of any member of the Club being, in the opinion of the General Committee, injurious to the interests of the Club, they may suspend such a member from all or any privilege of membership during such period of time as they shall deem necessary to protect the welfare and reputation of the Club.

16. General Meetings

a) There shall be a General Meeting called the Annual General Meeting held in May for the presentation of the Annual Report of the General Committee for the year, and of the audited Balance Sheet to the preceding 31 March, which shall be circulated at least seven days before the Annual General Meeting, and the election of Officers, the General Committee and the Auditor for the current year.

b) The quorum shall be ten including the Commodore or Vice-Commodore, the Secretary and the Treasurer. Notices of motion shall be in the hands of the General Secretary not less than fourteen days before the date of the Annual General Meeting and shall be circulated to the members of the Club a week prior to the meeting.

c) The General Secretary shall, by giving seven days' clear notice, convene a Special General Meeting of the Club on being requested to do so by either the

Commodore or Vice-commodore or upon receipt of a requisition stating the object of the meeting signed by not less than ten members of the Club.

17. Auditor

The accounts of the club shall be audited by a person selected by, but not on, the General Committee.

18. Chair

The senior Officer present shall take the chair at all meetings. In the absence of the Officers the members present shall elect a Chairperson (Chair). The Chair shall, in the event of an equality of votes, have a casting vote in addition to his/her vote as a member.



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19. Burgee and Badge

The Burgee shall be blue with the Coat of Arms of the Greater London Council superimposed. The badge shall be a facsimile of the Burgee.

20. Disputed Questions

In all disputed questions referred to the General Committee in which a member may be personally interested, such member may speak but even if an Officer or a member of the General Committee, shall not vote.

21. Members' Addresses, Names and Particulars of Boats

Members are requested to communicate to the Membership Secretary any change in address. Changes in the name or particulars of their boats should be given to the Harbourmaster. Any notice posted to them under the last given address shall be considered duly delivered.

22. Honorary Life Members

Under appropriate circumstances the General Committee may appoint a member to become an Honorary Life Member in recognition of services rendered to the Club.

23. Alteration of Rules

These Rules, the interpretation of which shall rest with the General Committee, shall be binding on all members. No new rule shall be made, nor shall any of the rules be altered, amended or rescinded except by the consent of:

- a) the majority of members present and voting at a General Meeting, and upon the recommendation of the General Committee; or
- b) in a case in which the Committee are not in agreement with the proposed change, of a two-thirds majority of the members present and voting at a General Meeting, provided that notice of the proposed alteration or addition has been given to the General Secretary in writing at least seven days before the date of the meeting.

24. Allocation of Funds

All surplus income or profits are reinvested in the Club. No surpluses or assets will be distributed to members or third parties.



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25. Dissolution of the Club

If, upon the winding up or dissolution of the club, there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed amongst the members of the club but shall be given or transferred to another registered CASC* having objects similar to those of the Club, another club affiliated to the RYA which is a registered *CASC or a registered charity. to be determined by the members of the club by resolution passed at a General Meeting before the time of the dissolution.

*CASC—Community Amateur Sports Club.

[John Parke, March 2017]



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APPENDICES

Appendix 1: Liability

Members of the Club, their guests and visitors, may use the Club premises, equipment and any other facilities of the club entirely at their own risk and they implicitly accept that:

- i. The Club will not accept any liability for any damage to or loss of property belonging to members, their guests and/or visitors to the Club.
- ii. The Club will not accept liability for personal injury arising out of the use of the club premises, equipment and any other facilities of the Club or out of participation in any activity organized by the Club, whether sustained by members, their guests and/or visitors or caused by said members, guests or visitors, whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of the officers, committee or servants of the Club. [see iv]
- iii. Before inviting any guests or visitors onto the premises or to participate in events organized by the Club, members will draw their attention to this.
- iv. The Club warns all applicant crews and helms that in providing a list of helms, crews and dinghies it is not warranting the seaworthiness of boats or the competence of helms or crews. Applicants should satisfy themselves as to seaworthiness and competence and should also make their own insurance arrangements.

Appendix 2: Health and Safety Policy

The General Committee of the club is responsible for the safety of South Bank Sailing Club's activities. Reference to the 'Club' implies the General Committee of the Club.

The two main objectives of this policy are:-

1. To minimise the danger of injury or damage as the result of the Club's activities, that is to be safe "as far as is reasonably practicable" where the level of danger is defined as equal to **Hazard x Risk**;

A Hazard is anything that may cause harm (e.g. weather conditions, safety boat propellers etc)

A Risk is the chance, high or low, of somebody being harmed by the hazard, and how serious the harm could be.

2. To provide legal protection for the Club.



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The Club health and safety policy is based on the following principles:

- I. All persons sailing at the Club willingly and voluntarily accept the risks but the Club will attempt to ensure that they are aware of them.
- II. Although the Race Officer and Safety Boat crew are nominally responsible for safety during organized events they are not accountable for the actions of individuals and can only be expected to make their best endeavours.
- III. Although the Club lays down rules for safety (hereinafter referred to as safety Rules) it is the absolute responsibility of individual members to ensure that their boats are properly maintained and that any boat they sail is properly equipped to sail safely.
- IV. These principles are set out in legal terms on the Club Membership Form Declaration and in the safety rules below.

All boats must be insured against third party risks to a minimum of £2,000,000.

The Club does not insure members against risks on the water; they should be covered by their own personal insurance.

Safety Rules

1. Buoyancy Aids

- i. Adequate buoyancy aids must be worn by all club members, trainees, guests and visitors when they are on the water.

2. Safety Boat

- i. It is emphasized that it is unsafe for inexperienced helms to sail without Safety Boat cover.
- ii. Safety Boat cover will be provided for all events organized by the Club. The Club will endeavour to ensure that the in charge of the Safety Boat will be suitably trained and experienced in those tasks likely to be met.
- iii. The Safety Boat should be equipped with:
 - Two oars and rowlocks, an anchor and seven metres of chain/warp.
 - Two towing lines, two fenders and a ladder.
 - Two survival bags and a first aid kit.



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3. Dinghies should:

- i. carry a paddle and a bailing bucket, unless automatically self-draining.
- ii. carry an anchor capable of holding against the tide.
- iii. have an annual buoyancy test to ensure that they will support the usual crew for fifteen minutes when fully awash.

These requirements are obligatory for dinghies taking part in Club events.

4. Club Boats

- i. All Club dinghies will pass an annual buoyancy test.
- ii. While the Club will endeavour to maintain the Club's dinghies in good order and fit for sailing and racing it is the responsibility of those using them to ensure that they are safe to sail and to report any faults. [see also Appendix-number iv]
- iii. The Club will endeavour to maintain the Safety Boats in good order.

5. Visitors and Temporary Members

- i. It is the responsibility of those inviting visitors to make them aware of the hazards and to ensure that they observe the Club's Safety Rules.

6. New Members and Trainees

New Members and Trainees will be given a copy of this document and will be advised of the particular hazards at Putney namely; other craft, unscalable river banks, the tide and the clearance under Hammersmith and Putney Bridges.

- i. They should be able to swim 20 metres.
- ii. As soon as is practicable they must have practiced the technique of righting a capsized boat.

7. Young Persons

- i. Any Persons under the age of 16 should only sail with their parents' permission and with an experienced helm whose responsibility it is to make the young person aware of the risks and ensure that the Safety Rules are observed.

8. Safety Ashore

- i. A First Aid will be maintained in the Clubhouse kitchen; its contents will be checked regularly by a Safety Officer.
- ii. When the building is vacated all electrical equipment should be made safe by wherever possible disconnecting it from the supply, especially the electric kettles.
- iii. Petrol will only be stored in the special locked cupboard and all transfers between containers will be done out of doors.
- iv. Masts that are not fully supported should not be left unattended.
- v. Any food left on the premises should be properly stored.



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Appendix 3 Membership Declaration

1. **All Members** - I agree to abide by the club rules at all times including members duties of a minimum of three race officer duties per year and to help maintain the general tidiness of the club house and dinghy park.

I agree to my personal information being stored electronically on club records for club use.

2. **For Private Boat owners only** - I confirm I hold current third party insurance for at least £2,000,000 for my private boat which I intend to sail at the club.

I understand that the safety of my boat and its management is the sole responsibility of the owner and any competitor whether racing, cruising, moored or in the dinghy park.



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Appendix 4 Club Data Privacy 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 Privacy Policy and as described when we collect data from you.

1.3 We reserve the right to amend this Data Privacy Policy from time to time without prior notice. You are advised to check our website www.southbanksailingclub.co.uk or our Club noticeboard 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 South Bank Sailing Club (SBSC). We can be contacted at:

- Tel: 020 8788 9786 Email: contactus@southbanksailingclub.co.uk
- Address: The Towpath, Embankment, Putney, London SW15 1LB

3. What information we collect and why.

Type of Information	Purposes	Legal basis of processing
Member's name, address, telephone numbers, email addresses.	Managing the Member's membership of the Club. Managing the duty roster.	Performing the Club's contract with the Member.
Emergency / contact details	Contacting next of kin in the event of an emergency	For the purposes of our legitimate interests in operating the Club.
Date of birth	Administering the Power Boat 2 Course Certificate	Performing the Club's contract as a RYA PB2 training centre.



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Gender	Reporting information to the RYA	For the purposes of the legitimate interests of the RYA to maintain diversity data required by Sports Councils.



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The Member's name, boat class(es) and sail <i>number</i> .	Managing race entries and race results.	For the purposes of our legitimate interests in holding races for the benefits of the members of the Club.
	Sharing race results with other clubs, class associations, and the RYA, and providing race results to local and national media,	For the purposes of our legitimate interests in promoting the Club.
	Allocating boat yard spaces.	For the purposes of our legitimate interests in promoting 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.	<p>Consent. We will seek the Member's consent on their membership application form and each membership renewal form.</p> <p>Member may withdraw their consent at any time by contacting us by e-mail or letter.</p>
The Member's name and e-mail address(es).	Creating and managing the Club's Membership List.	<p>Consent. We will seek the Member's consent on their membership application form and each membership renewal form.</p> <p>The Member may withdraw their consent at any time by contacting us by e-mail or letter to tell us that they no longer wish their details to appear in the Membership Directory.</p>
	Passing to the RYA for the	For the purposes of our legitimate



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	RYA to conduct surveys of members of the club (and members of other clubs affiliated to the RYA). The surveys are for the benefit of the Club (and other clubs) and/or the benefit of the RYA.	interests in operating the Club and/or the legitimate interests of the RYA in its capacity as the national body for all forms of boating.
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 EU without your consent.

4.2 We have implemented generally accepted standards of technology and operational security to protect personal data from loss, misuse, or unauthorized alteration or destruction.

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 recognized 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.

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 to be able to comply with future legal obligations e.g. compliance with the defense of legal claims.



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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.

7.2 You have the right to take any complaints about how we process your personal data to the **Information Commissioner**: <https://ico.org.uk/concerns/> Tel: 0303 123 1113.

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

Please address any questions, comments and requests regarding SBSC's data processing practices to: The Club Commodore / Vice Commodore

Email: contactus@southbanksailingclub.co.uk