

# The Derby Motor Boat Club Limited

## Rules of Membership

Revised 2002

### The Rules

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# Rules Of Membership

1. Every person as a condition precedent to enjoying the facilities of the Derby Motor Boat Club Ltd. (hereafter called "the Club" and being otherwise referred to as "the Association" in the Memorandum and Articles of Association) shall become a subscriber by guarantee to the Memorandum and Articles of Association of the Club and these shall be deemed to be embodied in these rules.
2. **Membership**
  - (a) Each full member in addition to becoming a subscriber to the Memorandum and Articles of Association shall pay the annual subscription for the time being in force. This will entitle the member to the exclusive use of a mooring suitable for their particular boat. Any person joining the Club must be the sole or joint owner of that boat. The names of other joint owners will be recorded but they will have no rights of membership. The Council at its sole discretion may grant a dispensation from Rule 2 (d) to a joint owner whose name was recorded at the time that one of their number became a member. A member is entitled to keep one dinghy or tender to their craft at the Club's moorings provided it does not exceed 10ft in length and is moored or stored ashore as directed by the Moorings Officer. Every dinghy must carry the parent boat's name. No additional craft may be kept at the Club's moorings without the prior consent of the Council.
  - (b) Each member of the Club shall be entitled to the free use of the slipway for 7 days during the period 1<sup>st</sup> March to 31<sup>st</sup> October. During the period 1<sup>st</sup> November to 28<sup>th</sup>-29<sup>th</sup> February the slipway may be used free of charge for up to 14 days or for a longer period at the discretion of the Council. Arrangements for its use must be made through the Slipping Officer. For further clarification see "SLIPWAY USE : Clarification of Rules", page 9.
  - (c) Anyone using the slipway for more than one week during the period 1<sup>st</sup> March to 31<sup>st</sup> October or for more than the allotted time during the period 1<sup>st</sup> November to 28<sup>th</sup>-29<sup>th</sup> February shall pay the charge currently laid down by the Council. The member concerned or his personal representative shall be there when the boat is being slipped or re-launched. For further clarification see "SLIPWAY USE : Clarification of Rules", page 9.
  - (d) The spouse or recorded partner of a deceased member will automatically be admitted to membership if he or she makes application. No entrance fee will be payable and an interview with the flag officers will not be necessary. The child of a deceased member must apply for membership in the usual way. The flag officers reserve the right to interview the applicant and to recommend their acceptance as the case may be. If they are accepted the current entrance fee will be payable. For the purpose of this and other rules the recorded partner shall be the member's spouse or alternatively a person who, on application by the member, has been recorded in the Club's records as the member's partner.
  - (e) The Council may at its discretion accept a limited number of persons other than individual corporate or honorary members to become Associate Members. Those Associate Members who resigned from full membership within the last four years shall be designated Active Associate Members. Honorary Associate status may be bestowed on an Associate Member who was previously a full member and who, in the sole judgement of the Council, has given

exemplary service to the Club. Associate Members shall pay fees and subscriptions as determined by the Council and be entitled to wear the Club Burgee, attend all social and similar functions, and enjoy the general amenities of the Club, except slipping and storage. Associate Members wishing to do so may attend business meetings of the Club as observers only on the clear understanding that they have no right to participate in discussion or to vote. Associate Members may, subject to the discretion of the Council and the Moorings Officer, have mooring facilities for not more than fourteen days in any one period. Any mooring after fourteen days must be paid for at the current rate.

- (f) In the event that a waiting list for membership exists, Active Associate Members re-applying for full membership shall have priority over other applicants on the waiting list but always subject to the availability of a suitable mooring for their particular boat. An Active Associate Member whose re-application cannot be accommodated within four years from the date of their resignation from the Club may, at the discretion of the Council, maintain their Active Associate Member status until accepted.

### **3. Conditions Of Membership**

- (a) The Club accepts no responsibility for any persons, property, vehicles, craft or gear whilst on Club property or moorings. The Club accepts no responsibility whatever for loss or damage to or for any personal injury sustained by members or others persons arising out of any accident which may occur at the moorings or upon Club property.
- (b) No member shall use or permit to be used, their boat for hire purposes whilst it is kept at the Club moorings or carry on any form of trading on Club property or, as a residence. For further clarification see "Clarification of Rule 3(b)", page 10.
- (c) No member shall permit or authorise any non-member to enter Club property or to use any of the facilities of the Club unless such persons are accompanied by the member themselves or by a member of their family. Workmen engaged to carry out repairs to member's boats may be admitted provided that the member accepts full responsibility for their conduct.
- (d) No member shall allow their boat, whilst it is on the Club's moorings, to be used for any purpose which the Council deems to be prejudicial to the interests of the Club.
- (e) No member shall carry out any boat construction or conversion either themselves or by contractor whilst their boat is in the moorings. This will not prevent normal maintenance, repairs and internal fitting out to an externally completed craft. An externally completed craft is defined as a boat which has an engine fitted and is capable of movement without assistance, has its name displayed, is painted externally in a reasonable manner and is waterproof with hatches fitted. Any work carried out on the moorings should not create a nuisance or make the Club premises untidy. For further clarification see "SLIPWAY USE : Clarification of Rules", page 9.
- (f) In accordance with the terms agreed between the Club and British Waterways every member of the Club must be registered with British Waterways and the annual fees paid. Every member must at all times have a current River Registration or Canal Pleasure Boat Licence which must be obtained from the Club Secretary and displayed on the boat.

- (g) In view of the restrictions placed by the British Waterways Board on the areas in which boats can be moored, an overall boat length of 40ft. will be the maximum that will be permitted on the moorings. Existing members having boats in excess of 40ft, will be allocated moorings on the understanding that any boat acquired by them in the future will conform to the 40ft. overall length ruling.
- (h) Each member must, before any change of boat, ascertain from the Secretary whether accommodation is available and must not bring any boat onto the Mooring without permission.
- (i) No new member will be accepted having a boat over 10 metres in length and will not be allocated a mooring for a larger boat until a further two years has elapsed from the date of membership, subject always to availability. For the purpose of this rule only, an Active Associate member or the recorded partner or child of a deceased member shall not be regarded as a new member. In the case of an Active Associate member the period of original full membership shall count towards the two years qualifying period. The Council may temporarily suspend this rule in the interests of maintaining full membership. Notification of the proposed suspension must be posted on the Club's Notice Board at least two months before the intended date when the suspension will come into force. The Council must be satisfied that all mooring requirements notified by existing members are satisfied before suspending this rule.
- (j) The gates to the entrance of the Club must always be closed after use and must always be locked immediately after members have passed through.
- (k) Each member of the Club must maintain third party insurance for the minimum sum determined by the Council and properly notified to members which sum shall never be less than the current requirements of the British Waterways Licensing Regulations.
- (l) Every boat, when moored, must have fore and aft springs on as well as adequate ropes. Ropes must at all times be in good condition.
- (m) Great care must be taken when refuelling boats at the moorings and if possible this should be avoided. If refuelling must take place at the moorings, members are reminded that they should always have proper fire extinguishers readily available.
- (n) Every boat must have adequate fire extinguishers on the boat and there must at all times be one in the cockpit, even when moored and left unattended.
- (o) Dogs belonging to members or their visitors must be kept on a short lead at all times while on the moorings.

#### **4. Parking**

- (a) No trailers or carriers may be kept on the Club's premises for more than 7 days without the prior consent of the Council.
- (b) After unloading, members should park their vehicles in the parking areas provided. Members should observe the directions which the Council may make from time to time as to the parking of cars and other vehicles.

5. No member of the Club, their family, guests or visitors, shall drive or allow a vehicle to be driven at a speed in excess of 5 mph whilst on the moorings.
6. Except in the case of emergency damage, no covers shall be left over boats during the period 1<sup>st</sup> May to 1<sup>st</sup> October in any year. *[amended 18 Dec 2008]*
7. Craft must only be stored on the hard standing from the 31<sup>st</sup> October to the 31<sup>st</sup> March and then only with the permission of the Council.

## 8. Subscriptions

- (a) The amount of the entrance fees and annual subscriptions payable by members and associates shall be decided by the Council and shall remain in force for the ensuing year.
- (b) Subscriptions become due for payment on the 1<sup>st</sup> January in each year.
- (c) Any member whose annual subscription is unpaid by the 1<sup>st</sup> February shall be given written notice to remove their boat from the Club moorings by the 28<sup>th</sup> February of that year. If his subscription is still unpaid by the 28<sup>th</sup> February and the boat has not been removed, the Council shall be at liberty to enforce the provision of Rule 9 (d).
- (d) New members admitted in the course of a subscription year shall, apart from their entrance fees, pay subscriptions as follows:-

1 <sup>st</sup> January to 31 <sup>st</sup> March	100%
1 <sup>st</sup> April to 30 <sup>th</sup> June	75%
1 <sup>st</sup> July to 30 <sup>th</sup> September	50%
1 <sup>st</sup> October to 31 <sup>st</sup> December	25%

- (e) An Associate Member who is admitted to full membership in the course of a subscription year shall pay an annual subscription in accordance with Rule 8 (d) except that the amount of subscription paid as an associate previously in the same year may be deducted.
- (f) Anyone who applies to rejoin the Club after having been previously a member shall pay an entrance fee as follows:-

Rejoining within 1 year of ceasing to be a member	- 25% of current entrance fee
Rejoining within 2 years of ceasing to be a member	- 50% of current entrance fee
Rejoining within 3 years of ceasing to be a member	- 75% of current entrance fee
Rejoining after 3 years of ceasing to be a member	- 100% of current entrance fee

## 9. Termination Of Membership

- (a) Members wishing to resign or transfer to Associate Membership must give notice in writing to the Secretary on or before the 30<sup>th</sup> November otherwise they will be liable for payment of such part of the subscription for the following year as the Council may determine.
- (b) If any member commits any act prejudicial to the Club, the Council may, having given such a member an opportunity to explain their conduct, order that their membership shall cease absolutely, and the Club shall not be under any liability to return any part of his subscription. Any member, against whom such action may be taken, shall be entitled to invoke the provisions of Article 11 of the Articles of Association of the Company.
- (c) If a member sells a boat which is normally kept on the Club's moorings they shall inform the Secretary immediately, and also if they wish to continue the membership after the end of the current year. If the Purchaser wishes to remain on the member's mooring they may do so subject to the consent of the Council and the original member; provided they apply for and are admitted to membership and vacates the mooring at the end of the subscription year or earlier if the original member requires it.
- (d) If any member, who has resigned or whose membership has lapsed, leaves any craft or other personal property at the Club moorings, they shall receive written notice to remove the same, such notice to be properly served if posted to their last known address. If such notice is not complied with, the Council may remove, destroy, sell or otherwise dispose of such craft or property after a period of one month from the date upon which the notice was served.
- (e) A member who terminates their membership shall be entitled to a part refund of their annual subscription as follows:-

Terminating between 1 <sup>st</sup> January and 31 <sup>st</sup> March	75%
Terminating between 1 <sup>st</sup> April and 30 <sup>th</sup> June	50%
Terminating between 1 <sup>st</sup> July and 30 <sup>th</sup> September	25%
Terminating between 1 <sup>st</sup> October and 31 <sup>st</sup> December	Nil

Associate Members are not entitled to a partial refund on their annual subscription.

## 10. Debentures

- (a) The repayment of a debenture or debentures to a member, or a member whose membership has ceased within the preceding three months, shall be subject to a deduction of the full amount of the allowance granted out of the annual subscription of the member for the year in which the said debenture or debentures are repaid.
- (b) Any member in the Club holding a debenture or debentures who wishes to transfer to Associate Membership may retain his debenture in the Club. If the debenture is retained the member shall be entitled to his Associate Membership free.

## **11. Management**

The affairs of the Club shall be managed by the Council in accordance with the provisions of the Memorandum and Articles of Association. The Council may appoint a maximum of two persons as advisors to the Council. Such persons must be either Associate Members or the spouse of a full member. Such Advisors shall attend Council meetings by invitation of the Flag Officers. The issue of such an invitation will require the unanimous approval of the Flag Officers. No remuneration will be payable to advisors.

## **12. Officers**

- (a) The Commodore, Vice Commodore and the Rear Commodore shall be elected annually (from among the Council members) at the Annual General Meeting of the Club.
- (b) Appropriate swallow tail burgees shall be provided by the Club for the use of the Flag Officers and Past Commodores.

## **13. Moorings**

Acting on the instructions of the Council, the Moorings Officer shall allocate moorings to all members and the Council shall have full power to vary such allocation at its discretion. Members wishing to affix fendering or fitments to their moorings, to erect name boards, or make any other modifications of any kind, must submit specific details to the Council and obtain prior consent and such work must be carried out in a workmanlike manner to the Council's requirements. It is the responsibility of all members to ensure at all times that the mooring lines and fittings to their craft are kept in good condition to the satisfaction of the Council.

## **14. Keys**

A charge as agreed by the Council from time to time will be made to all joining members for a key to Club property and this shall be refunded when the key is returned on membership ceasing.

## **15. Code Of Conduct Of Members**

On the Club premises - it will be the concern of every member to ensure at all times that the convenience and comfort of fellow members is safe-guarded and respected and to see that members of their family, guests and visitors, conduct themselves accordingly. Such consideration extends, inter alia, to co-operating fully in maintaining the Club's amenities and having regard for the tidiness and general appearance of its premises and property.

On the waterways - the master of every vessel navigating the waterways shall navigate such vessel:-

- (a) (i) With care and caution,
- (ii) At a speed and in a manner which shall not endanger the safety of other vessels or moorings and in a manner which shall not cause unnecessary annoyance to the occupants of other vessels or to anglers.

- (iii) At a speed and in manner which shall not cause damage to other vessels or moorings or to the banks of rivers or canals.
- (b) When vessels are in sight of one another a power vessel under way, in taking any course, authorised or required, shall indicate such course by the following signals on her whistle, viz:- One short blast to mean "I am altering my course to 'Starboard'"; Two short blasts to mean "I am altering my course to 'Port'"; Three short blasts to mean "My engines are going astern".
- (c) When a power vessel under way is about to turn round she shall signify the same by four short blasts of the horn in rapid succession followed after a short interval, if turning with her head to port, by two short blasts, and, whilst turning, shall repeat such signals to any approaching vessel which shall take action to avoid collision.
- (d) When power vessel and a sailing vessel are proceeding in such directions as to involve risk of collision the power vessel shall keep out of the way of the sailing vessel.
- (e) Every power vessel proceeding up or down the rivers shall, when it is safe and practicable, keep to the side of mid-channel which lies on the starboard side of such vessel and when two power vessels proceeding in opposite directions are approaching each other so as to involve risk of collision, they pass port side to port side unless the special circumstances of the case make departure from this rule necessary.
- (f) Every power vessel crossing from one side of the river to the other side shall do so at a proper time, having regard to vessels navigating up or down the river and shall be navigated so as not to cause obstruction, injury or damage to any other vessel.
- (g) Members are reminded that it is considered very bad form to proceed under way with fenders hanging down. The usual courtesies should be extended when craft wearing Flag Officers burgees are encountered on the waterways, when passing Naval or similar establishments flying their ensigns and on similar occasions.
- (h) Fishing. Members who fish on the Club moorings should be careful not to cause nuisance or annoyance to other members. Members should fish from their own boats and not the stagings.

# The Derby Motor Boat Club

## SLIPWAY USE : Clarification of Rules

### **Introduction.**

The Rules state:

#### **Rule 2(b)**

“Each member of the Club shall be entitled to the free use of the slipway for 7 days during the period 1<sup>st</sup> March to 31<sup>st</sup> October.

During the period 1<sup>st</sup> November to 28<sup>th</sup>-29<sup>th</sup> February the slipway may be used free of charge for up to 14 days or for a longer period at the discretion of the Council.

Arrangements for its use must be made through the Slipping Officer.”

#### **Rule 2(c)**

“Anyone using the slipway for more than one week during the period 1<sup>st</sup> March to 31<sup>st</sup> October or for more than the allotted time during the period 1<sup>st</sup> November to 28<sup>th</sup>-29<sup>th</sup> February shall pay the charge currently laid down by the Council.

The member concerned or his personal representative shall be the when the boat is being slipped and re-launched.”

#### **Rule 3(e)**

“...

Any work carried out on the moorings should not create a nuisance or make the Club premises untidy.”

The Club has a responsibility to its members to ensure that fair and proper use is made of the Club’s facilities.

### **Clarification.**

The Council has decided to issue the following clarification so that all members can avoid unwittingly breaking the rules.

The rules apply to each member and only to the boat owned by the member.

“Work” is defined as GENERAL MAINTENANCE. This is not an industrial facility and such activities as paint-spraying, excessive use of grinding or sanding machines, or similar tasks, is not acceptable.

Work carried out on the slipway should not affect the use of the slipway, or of adjacent areas, by another member, particularly where the normal period of use would be restricted.

The slipway should be left clean and tidy after use.

# The Derby Motor Boat Club

## Clarification of Rule 3(b)

### **Introduction.**

Rule 3(b) states:

“No member shall use or permit to be used, their boat for hire purposes whilst it is kept at the Club moorings or carry on any form of trading on Club property or, as a residence.”

The Club has a responsibility to its members to ensure that fair and proper use is made of the Club’s facilities. The Club also has responsibilities to comply with Local Authority rules on residency.

### **Clarification.**

The Council have decided to issue a clarification to the rule so that all members can avoid unwittingly using their boat as a residence and so breaking the rule.

It will be considered acceptable to spend a continuous period of 4 weeks including long weekends on the moorings, separated by periods of 4 weeks not on the moorings.

Long weekends comprising 3 consecutive nights will be acceptable at any time during the year.

The Club is mindful of special circumstances which occur from time to time, such as special maintenance requirements, for example. Any member may apply to the Council for special dispensation should it be required. A written application is required stating in detail the reasons for the dispensation and the dates for which it is to apply.

Any case of adverse river conditions affecting the ability to cruise may be considered by direct contact with the Flag Officers.