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Copy extracted from present Book and existing Club Records at date February 2020

RULES

OBJECTS

1. The Club shall be called the Langstone Harbour Fishermen's Association and the objects of the Club are to encourage all forms of fishing, to provide facilities for same and to foster good sportsmanship. Membership of the club is open to the community and without discrimination on ethnic grounds, nationality, sexual orientation, religion beliefs, sex, age or disability, except any particular requirements of the sport of sea fishing.

Reference to him, he or his is to be known in correspondence as female terms when applicable.

REGISTERED OFFICE

2. The Registered Office of the Club shall be:

The Club House, Milton Locks, Locksway Road, Portsmouth. PO4 8LT

TRUSTEES

3. There shall be at least three Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the Club from among Full, Family or Honorary

Members who are willing to be so appointed. A trustee shall hold office during his lifetime or until he/ she shall resign, by notice in writing given to the Committee or until a resolution removing him/her from office, shall be passed at a meeting of the Committee by a majority comprising two-thirds of the Members present and entitled to vote.

All property of the Club, including land and investments, shall be held by the Trustees for the time being, in their own names so far as is necessary and practicable, on trust for the use and benefit of the Club. On the death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in his/her place, and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all club property into the names of the trustees as constituted after such nomination. For the purpose of giving effect to any such nomination, the (Honorary) Secretary for the time being is hereby nominated as the person to appoint new Trustees of the Club within the meaning of Section 36 of the Trustees Act 1925 and shall by Deed duly appoint the person so nominated by the Committee.

The Trustees shall in all respects act, in regard to any property of the Club held by them, in accordance with the directions of the Committee; and shall have power to sell, lease, mortgage or pledge any club property so held for the purpose of raising or borrowing money for the benefit of the Club in compliance with Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser, lessee or mortgagee shall be concerned to enquire whether any such direction has been given. The Trustees shall effectually be indemnified by the Committee out of the assets of the club from and against any liability, costs, expenses and payments whatsoever which may be properly incurred or made by them in the exercise of their duties or in relation to any property of the Club vested in them, or in relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the Club. The LHFA is a non-profit making club. Any surplus income is re-invested in the club for the benefit of the members. If the club ceases to exist for any reason, after all bills are paid, the excess money would be donated to the Royal National Lifeboat Institution.

4. The admission to membership of all persons duly proposed and seconded for election shall be under the control of the Management Committee. A completed application form must be accompanied by a current Photograph, of Passport size, (or larger), the appropriate joining fee, entry fob charge, (if required), and current subscription. No candidate for election to membership shall be admitted to membership or be entitled to the privileges of membership without an interval of at least seven days between their application for membership and their admission.

The name and address of every person proposed and seconded for membership shall be displayed on the Club notice board for at least seven days before election. After which the new member is accepted by a majority vote at the next available committee meeting.

A “probationary period” of 12 months will apply to ALL new members. During this period, if there is any conduct from the member, which is deemed to be detrimental to the Association, the Committee, acting via the Secretary, may terminate their membership immediately.

The total number of Ordinary Members will not be permitted to exceed 400.

ORDINARY MEMBERS

5. Ordinary membership of the Association shall be open to men and women over the age of 18 years, who are interested in fishing or angling, and who actively pursue the sport. They will be entitled to avail themselves of all the facilities afforded by the Association and to enter any competitions sponsored by the Association.

ASSOCIATE MEMBERS

5a. Associate membership of the Association shall be open to men and women over the age of 18 years, who are interested in fishing or angling, but who do not for any reason, at the time of application, actively pursue the sport. Associate Members shall be proposed and seconded by Ordinary Members only and they will not be eligible to

partake in any competitions sponsored by the Association or to use the locker room or any room set aside for the storage of fishing equipment.

Because the primary object of the Club is to encourage all forms of fishing and to provide facilities for same, Associate members shall not be entitled to vote, to hold any office in the Club, or to propose or second any person for membership. They also shall not attend any meetings of the Association.

If at any time after they have been elected as members, they become actively engaged in fishing or angling, they may be proposed and seconded by an Ordinary Member, supply proof of their bona fide interest, and be transferred to the Ordinary Membership Register on payment of any increased subscription due at the time, plus balance of Joining Fee.

The total number of Associate Members will at no time be permitted to exceed 25 per cent of the total ordinary membership.

MEMBER'S DUTY TO PROVIDE AN UP-TO-DATE ADDRESS

5b. Every Member shall furnish the Hon. Secretary with an up-to-date address which shall be recorded in the Register of Members and any notice sent to such address, shall be deemed to have been duly delivered.

Page 2

HONORARY MEMBERS

6. Honorary membership of the Association may be conferred as a distinction for such period as thought fit by the Association in General Meeting assembled and shall carry all the rights and privileges of Ordinary Members. Nominations for Honorary Membership, duly proposed and seconded must be made at least 14 days before the Annual General Meeting. President and Vice Presidents, to be granted Honorary Membership for their

period of office. Honorary Members shall not exceed 10% of the total number of members, nor shall the number of Honorary Members exceed at any one time 12 in number.

JUNIOR MEMBERS

7. Junior Members shall be persons between the ages of 12 and 18 years and shall be admitted on being proposed and seconded by ordinary members only. They shall not be entitled to vote, propose/second any candidate for election to membership, or any committees. They may not purchase or consume intoxicating liquor in the Club, nor may they enter upon Club premises unless accompanied by an Ordinary Member. A Junior Member under the age of 16 years may not purchase or attempt to purchase tobacco or cigarettes within the Club Premises. Junior Members under the age of 18 years cannot play the Gaming Machines. The activities of Junior Members shall be supervised and regulated by the Junior Section Officer appointed annually by the Annual General Meeting, or by the Entertainments Officer.

FAMILY MEMBERSHIP

8. Husband or wife as full member and all children under 18 years of age. Junior membership will be required for children aged 12 and over wishing to participate in club activities (i.e. fishing competitions, Darts and bar billiard team). Named party (full member either husband or wife carries voting rights and can be nominated for committee. Those holding family membership who approach senior age may wish to transfer to the senior rate for each member, the joining fee will be waived for either husband or wife.

TERMINATION OF MEMBERSHIP

8a. The Management Committee have the right to terminate the membership of any Member should they consider him/her not to be a fit and proper person to belong to the Association.

Should such a decision be made, the Secretary will give fourteen days' notice of such termination to the person concerned, stating the reasons for such action of the Management Committee and giving a date, upon which the full Committee will be prepared to hear any appeal of the Member concerned.

The notification will be a letter, sent by pre-paid recorded delivery to the member's notified address.

Any member so expelled from the Association, shall remain barred for life.

ADMISSION OF GUESTS

9. No Member may introduce more than two Guests at any one time. The Guest and the Member introducing him/her shall sign their names in the Visitors' book kept for that purpose. The appropriate "Guest fee", set by the Management Committee and approved by the members at the A.G.M, shall then be paid for each guest introduced. Members must accompany Guests introduced by them during their stay in the Club and will be responsible for their conduct. Under no circumstances may guests be permitted to remain in the Club if the Member introducing him/her has left. Guests may be permitted to purchase drinks, etc, from the Bar. No intoxicating liquor shall be supplied for consumption off the premises except to a Member in person. Any member expelled from the Association shall not enter the premises as the guest of any other member.

Page 3

ADMISSION OF VISITORS

10. At the discretion of the Management Committee all members of visiting fishing clubs' teams and other sporting or protectionist societies will be afforded the facilities of the Club. The visitors are entitled to avail themselves of the provision of Section 49(1) of the Licensing Act 1946, and to purchase intoxicating liquor for consumption on the Club premises.

Any member expelled from the Association, shall not be permitted to enter the premises, as the guest of any other member, or even as a visitor. They shall remain barred for life.

MEETINGS

ORDINARY MEETINGS

11. The Annual General Meeting shall be held as soon as possible after the end of the financial year and in any case not later than the 31st July, of which at least 14 days' notice with an agenda of the business and a Statement of Account and Balance Sheet shall be posted in the Club and circulated to all voting members, to receive a Statement of Account and Balance Sheet, the Annual Report of the Hon. Secretary and such other business as may be submitted by the Committee or by any Member who shall be given due notice of the motion he proposes to make 7 days prior to the meeting.

GENERAL MEETINGS

A half yearly report from each section including accounts will be published and displayed in the Club House by the 1st of September. Any matters from this report can be brought to the October Meeting of the Committee for discussion.

EXTRAORDINARY MEETING

12. An Extraordinary General Meeting shall be called by the Honorary Secretary in the following cases:

(1) The Committee may at any time, upon giving twenty-one days' notice in writing, call a General Meeting of the Club for any special business, the nature of which shall be stated in the summons convening the meeting. The discussions at such meeting shall be confined to the business stated in the notice sent to members.

(2) The Committee shall similarly call a General Meeting upon a written request addressed to the (Honorary) Secretary by at least 20 members. The discussion at such meeting shall be confined to the business stated in notice sent to members.

[Note to Para. 2 - For the purpose of the Licensing Act 1964, this must be limited to a maximum of 30 members or 1/5th of the total membership whichever is least.]

12a.Changes to rules will be proposed at the A.G.M., or at an Extraordinary G.M. of members. Rules can only be altered by a 75%vote in favour of the change, by those present.

Page 4

MANAGEMENT OF THE ASSOCIATION

OFFICIALS

13. The Club shall have the following Officers, elected from Ordinary and/or Honorary Members, all of whom shall have equal voting rights:

* PRESIDENT

* VICE-PRESIDENTS

* CHAIRMAN

* HONORARY SECRETARY

* HONORARY TREASURER

* COMMITTEE MEMBERS – (Who do not form part of the Management Committee).

The Committee can nominate a Chairman to the A.G.M. This does not preclude nominations or Chairman from the membership.

Subject to the exceptions listed in the following four paragraphs, all officers, including the 10 Members of the Committee, shall be elected annually at the Annual General Meeting of the Club. All retiring officers and members of the Committee will be eligible for re-election.

Nominations for the office of President or Vice-President are subject to approval by the Management Committee and actual appointment is by election at the Annual General Meeting of the Club. The period of service of the President or Vice-Presidents shall be decided by the Management Committee in conjunction with those officers.

There shall not be more than 3 Vice-Presidents at any one time. On retirement a President shall be known as Past President.

Four of the ten Members of the Committee shall retire each year. The four retiring members shall be the four members who have served longest on the Committee since the last election.

In order to obtain continuity of office, members elected to the offices of Honorary Secretary and Honorary Treasurer, after serving for an initial period of one year, will subsequently be elected for a period of three years before being due for election.

The Junior Section Officer will be elected by the Management Committee from within that Committee and his/her duties shall be laid down by the Management Committee.

In the event of there being insufficient Junior members, the Hon. Secretary shall appoint a member to the Committee for a relevant position. This appointment is to be approved by the Committee and elected annually, at the Annual General Meeting.

All ordinary members will be entitled to nominate candidates for election and to vote at the Annual General Meeting of the Club.

Any ordinary member of at least 24 months standing is eligible for nomination for Office or Committee.

Retiring Members of the Committee are deemed to be candidates for election to the Management Committee without being proposed and seconded unless a desire to the contrary has been stated at the Management Committee held prior to the Annual General

Meeting of the Club.

All Officers of the Club when retiring from office shall be deemed to be a candidate for the office vacated, without being proposed and seconded unless the Officer concerned has stated that he/she does not wish to stand for re-election. Any retiring Officer will also be deemed to be a candidate for Committee vacancies for a further period of 3 years.

Page 5

The Honorary Auditor will be appointed at the Annual General Meeting.

The Management Committee shall, from within that Committee, elect a Clubroom and Bar Secretary, and a Competition Secretary whose duties shall be laid down by the Management committee.

The position of Clubroom or Bar Manager cannot be held by the President or Vice-Presidents.

All members carrying out activities on behalf of the Association shall have their expenses paid.

All Committee members shall have honorary membership for the period of time that they serve on the Committee.

MANAGEMENT COMMITTEE

14. The control of the Association will be vested in the Management Committee consisting of the Officers and Committee designated in the first paragraph of Rule 13. The Management Committee may invite the President and or the Vice-President to attend Committee Meetings.

The Committee shall have the power to engage or dismiss and xx conditions of service and wages of the steward and any other servants.

It shall have the power to purchase such articles and do all such things as it may deem necessary for the carrying out of the objects of the Association.

It shall meet as and when required and five members (inclusive of Officers) shall form a quorum.

In the situation of there not being 5 standing Committee members, to form a quorum: The President, Vice-Presidents and Trustee's will be invited to attend the Management Committee meetings and will be allocated a vote.

(This will ensure that the Association can continue to run fully, until such time as new Committee members are appointed)

14a. Expenditure other than the normal trading and that required for repair and replacements, of more than £6,000 will require approval of a General or Extraordinary Meeting. This money would in the main be for the replacement or acquiring of capital items.

NOMINATION OF COMMITTEE AND COMMITTEE MEMBERS

15. Nomination for the available Offices shall be made in writing to the Honorary Secretary not later than 14 days prior to the Annual General Meeting. Such nominations shall be displayed on the notice board 14 days before the Annual General Meeting.

Any vacancies occurring during the year may be filled by the Committee co-opting an Ordinary Member until that vacancy is due for re-election.

FORMATION OF SUB-COMMITTEE

16. The Management Committee shall have the power to form any sub-committee deemed necessary for the carrying on of its work and shall have the power to co-opt any ordinary member on to such Sub-Committee.

The Management Committee shall from within that Committee form a sub-committee comprising 4 members to manage the purchase for the Club and the supply by the Club of intoxicating liquor. The Clubroom and Bar Managers shall be members of the sub-Committee. The President and Vice-Presidents shall not be members of the sub-committee.

Page 6

DUTIES OF HONORARY SECRETARY

17. The Honorary Secretary (and/or the Assistant Honorary Secretary) shall:

(a) Keep a register of Club members' names and addresses.

(b) Conduct the correspondence of the Club.

(c) Keep custody of all Club documents.

(d) Keep full Minutes of all meetings of the Club, the Committee and Sub-Committee which shall be confirmed and signed by the appropriate Chairman upon the agreement of the Club, the Committee or Sub-Committee at the next following meeting of the Club, the Committee or Sub-Committee.

(e) See to the maintenance of such insurance policy or policies as may be needed fully to protect the interests of the Club and its members.

(f) Maintain contact with the Club's Legal Adviser to ensure that the Club's affairs are managed in accordance with current law.

(g) Oversee the day to day running of the Association.

FINANCE AND DUTIES OF HONORARY TREASURER

18. The Honorary Treasurer shall receive monies and pay the same to the credit of the account opened in the name of the Club at the Bank designated by the Club. This shall be as directed by the Committee and shall, when required to do so, render to the General Meeting and account of the monies received and expended by him/her. The books of the Club shall be submitted to a professional accountant at the close of the financial year (31st December).

POWER TO BORROW MONEY

If at any time the Association in General Meeting shall pass a resolution authorising the Committee to borrow money, the Committee shall thereupon be empowered to borrow for the purpose of the Association, such amount of money either at one time or from time to time, and at such rate of interest and in such form and manner and upon such security as shall be specified in such resolution.

If the association won the lottery, anything up to £10,000 the club would keep to finance the projects that would improve the club and benefit all members. Any amount over £10,000, 10% of the total win to remain in the club funds and an Extra Ordinary General Meeting would be called for members to discuss how the remaining money be distributed. Only members holding voting rights would be entitled to any proceeds.

SUBSCRIPTIONS

19. The Annual Subscriptions, Junior Fee and all other charges shall be set by the Management Committee and announced by A.G.M. proposal.

The Subscriptions are due on the 1st January of each year.

Any Member whose subscription has not been paid for the current year will be debarred from entering any competitions until the subscription is paid.

Page 7

Any Member whose Subscription is not paid for the current year by the 31st January will be deemed to have retired from the Club with effect from that date and his/her name be then erased from the register of members.

Members of the Junior Section transferring to the Senior Section on attaining the age of 18 years will not be required to pay a Joining Fee.

The Management Committee reserve the right to extend the date for payment of Annual Subscription and make a surcharge of £1 on all subscriptions paid after the 31st January.

Members who provide a valid reason for not paying on time, will, subject to Committee approval, not pay the surcharge.

Any ex-member of the Association wishing to re-join will be treated as a new Ordinary Member and will be required to pay a Joining Fee and current Annual Subscription.

All new Members applying to the Association shall be invited to meet the Officers of the Club prior to election.

Mooring fees must be paid by the last day in April. If the fees are not paid by that date, the Member will be deemed to have relinquished his/her mooring. This will then be re-allocated.

All other dues which may be levied must be paid within 28 days of such dues being levied.

All Fees for the Compound, Outboard and Net Store shall be fixed by the Management Committee on an annual basis at an economic rent and that these rates when fixed and advertised will operate for a fixed period and will apply to both summer and winter periods.

HOURS OF OPENING AND CLOSURE

20. The Clubroom will be open during licensing hours as agreed by the Management Committee and will close one half-an-hour after the end of these agreed licensing hours, unless specially arranged by the Management Committee. Permitted hours for the supply and

consumption of intoxicants will be as follows:

Monday to Sunday inclusive:

The permitted hours for the supply and consumption of intoxicating liquor shall be within the general licensing hours in the district.

The Committee shall have the power to shorten the hours of supply of intoxicating liquor within the framework nominated above, should it be necessary. The Committee reserve the right to close the Clubroom on the occasion of the Annual Fishing Presentation, or any other notified event.

Intoxicating liquor shall not be sold or supplied to a person under 18 years and no person under 18 years shall consume intoxicating liquor on the Club premises.

All areas of the Clubhouse, offices, stores and toilets will be Non-Smoking, to comply with Law. This also includes ecigarettes/vaping. A smoking shelter is provided on the Clubhouse balcony for smoking and ecigarettes/vaping.

WELFARE

21. The Management Committee have the power to consider specific cases of hardship of Members or their Dependents, due to sickness, unemployment or death, and to award assistance from the finances of the Association. Members becoming aware of cases coming within the categories described should report them to the Honorary Secretary.

CONDUCT

22. No unlawful gaming, drunkenness or bad language or other conduct which is deemed to be detrimental or injurious or tends to be detrimental or injurious to the interests of the Association or its objects or its members shall be permitted.

The Association adopts a “Zero tolerance” policy towards the verbal or physical abuse to any member of staff, Committee or member of the Association, by any member, Guest or visitor.

Any member removing without permission or wilfully damaging another member’s property, stored on the association premises, will be liable to immediate termination of membership.

Any Member offending under this rule shall be dealt with by the Committee.

The Committee shall be empowered to expel or suspend a member for misconduct, but before doing so the Member shall be given the opportunity to defend and justify himself/herself either in writing or by appearing before the Committee, as he/she shall elect, and the

Committee's power to expel or suspend shall be on a majority vote of those present at the enquiry. Any Member so expelled or suspended may appeal to an Annual General Meeting or Extra-ordinary Meeting by placing his/her appeal in writing to the Honorary Secretary within 14 days of such a decision being made by the Committee.

Any Member so expelled shall forfeit all rights and privileges of membership immediately upon expulsion or suspension, except where an appeal is lodged within the stated period, when no further action will be taken until the result of the appeal is known.

Any member who lends a key fob to a non-member will have a 3 Month suspension imposed, any subsequent offence and membership will be revoked.

Any member expelled from the Association, shall not be permitted to enter the premises as a guest of any other member, or even as a visitor. They shall remain barred for life.

Members will be responsible for any damage incurred within the club premises.

EXHIBITION OF NOTICES

22a. Member should not cause any communication in Whatever form to be exhibited on the Club Notice Boards or Premises, which shall include the Web site and electronic equipment, (such as TV's& Monitors), without permission of the Honorary Secretary.

OUTBOARD MOTOR STORE

23. The Net and Outboard Motor Store will be available to Members at all times. Keys will be supplied by the Association on receipt of such payment as agreed by the Management Committee. Members using the Net and Outboard Motor Store will be required to comply with the following:

1. Storage of petrol will be strictly prohibited.
2. No smoking or ecigarrettes/vaping will be allowed.
3. Trucks, trolleys and heavy boat gear, must not be left or stored in the Net and Outboard Motor Store
4. Members leaving must ensure the lights are switched off and the doors properly closed.

5. Members storing gear in the Net and Outboard Motor Store do so at their own risk.

The Association will NOT be responsible for any damage or loss suffered to such gear and equipment, which must at all times, be left in a tidy and compact condition.

Page 9

COMPETITION RULES

24. All competitions are fished under N.F.S.A. Rules.

1. Times for starting fishing and weighing-in, will be at the discretion of the Officer of the Day

2. Protests to be lodged with an Officer of the Day concerned, and the Committee's decision to be regarded as final. If the Officer of the Day is not available, The Member lodging the protest will contact a Member of the Committee to lodge his/her protest.

3. A small entrance fee will be charged for each competition entered.

4. Commodore Fishing where indicated will take place in an area determined by the Officer of the Day. Boats fishing outside the area will be disqualified

5(a). No Member may win more than one prize in the same competition but there will be no limit to the number he/she may win with any individual fish.

(b) Prizes will be awarded to the first two placings in Club Competitions

COMPOUND RULES (including the covered slipway)

25.(1). Compound to be used for laying up, maintenance and storage of boats, Dinghies and Kayaks. Under no circumstances shall any boat building or fitting out of hulls for profit, take place in any part of the Compound. No Member may run any form of business from the Club's premises unless agreed by the Committee. The Management Committee will decide what constitutes boat building and the fitting out of hulls

(2). Application for space in the Compound, Canal and covered slipway, to be made in writing to the Bosun.

(3). Before entry into the Compound or Canal the following charges will be paid:

(a) The standard rate storage fee, payable for one month in advance.

(b) A charge for lifting, or hauling, a boat into and out of the compound.

(c) A £10 deposit, which will be refunded when the boat leaves the compound and the space is left clean & tidy.

These charges to be fixed by the Management Committee annually & approved at the A.G.M.

(4). Definitive areas will be suitably marked into plots and charged accordingly. It will be the responsibility of each Member to maintain the plot in a tidy condition.

(5). No boat shall remain in the compound for more than 12 months without the Committee's permission.

Any member requiring storage for longer than 12 months, must obtain permission from the Committee. Application to be made in writing, to the Honorary Secretary.

For longer periods of storage, the following rates will apply:

After 12 months, boat storage shall be charged at 1.5x the standard rate. After 24 months, boat storage shall be charged at 2x the standard rate. After 36 months, the boat storage charge will be set by the Management Committee.

Any boat moved out of the canal or Compound, shall do so for a period of more than 6 months. If it does not, then the original fee charged whilst it was in the canal or compound, shall be reinstated as though it had not left the canal or compound

(6). Boats, Dinghies, Kayaks and equipment are left in the Compound at the owner's risk. It will be the Member's responsibility to ensure that adequate fire and safety precautions are observed at all times.

(7). The committee may, acting by the Honorary Secretary, remove or sell a vessel left on Club premises if fees are due and unpaid in respect of such vessel for a period of two calendar months. A written warning is sent by pre-paid recorded delivery post by the Honorary Secretary at least 28 days before sale or removal, to the Member from whom such fees are due to his/her last address known to the Honorary Secretary, giving notice that the Committee is considering exercising its power under this Rule.

(8). Members to remove all belongings, i.e. boat, trolley, outboard engine, locker contents etc. from the compound / outboard store within 14 days of cessation of membership.

(9). Any vessel on a mooring, in the compound or canal must have a valid insurance policy and must be produced as and when required by committee members. All boats in the canal must have adequate fendering.

(10). Boats, Gear or personal items must not be left on the covered slipway, without the permission of the Bosun.

(11). For the purposes of these rules, a “Dingy” will be classed as a “non-powered” boat, with a length from stem to stern of 10 feet, or less. The compound storage fee for a “Dingy” will be set by the Management Committee, each year, and approved at the A.G.M. Any other vessel over this length, but deemed to be smaller than a boat, the fee will be decided by the Management Committee, on an individual basis.

(12). The storage of a Kayak, or Canoe will be at the discretion of the Management Committee and the fee for storage shall be set each year and approved at the A.G.M.

The committee will deal with any deviation of the above rules.

Page 11

MOORING RULES

26.(1). The Trustees of the Club are authorised by the Club to enter into a block mooring licence agreement with the Langstone Harbour Board on behalf of the Members of the Club.

(2). The Moorings Officer will allocate the individual mooring on the direction of the Management Committee. However, the Moorings Officer may only allocate moorings to Ordinary and Honorary Members of the Club. The moorings officer will have the authority to reallocate the moorings, as necessary, to accommodate the changing lengths & drafts of member’s boats. Any mooring that in his opinion, has not been used for a year can be reallocated.

(3). The Moorings Officer will not allocate a mooring to a Member, until the Member has signed a Declaration of Insurance on the form provided by the Langstone Harbour

Board. After the mooring has been allocated to the Member, the Member must produce to the Langstone Harbour Board his Certificate of Insurance if asked to do so.

(4). Every Member who has been allocated a mooring must have a valid and existing Policy of Insurance for each mooring held by the Member and must produce the insurance certificate to the Secretary at the time of allocation, annual renewal and when asked to do so. The Policy of Insurance must indemnify the Member:

In respect of all sums which the Member may become legally liable to pay by reason of his interest in his/her vessel for

(a) The death or bodily injury to any persons.

(b) Damage to property.

(c) The cost of any actual or attempted raising, removal or destruction of the wreck of the said vessel.

In respect of expenses properly incurred by the said Member, in settling or defending any claim arising out of the block mooring licence agreement entered into between the Trustees on behalf of the Club and the Langstone Harbour Board.

(5). It is the duty of a Member who has been allocated a mooring, to maintain a valid and existing Policy of Insurance as referred to in clause 4 during the period that the mooring is allocated to the Member. If a Member's Policy of Insurance has lapsed or become ineffective, he must inform the Trustees immediately.

(6). On the allocation of a mooring the member will pay to the Treasurer the relevant Mooring fee sum, or such other sum as should be demanded by the Treasurer. The sum of money paid to the Treasurer will be used by the Treasurer to pay the block mooring licence fee due to the Langstone Harbour Board.

If the sum is not paid within 30 days of the required date, the mooring will be re-allocated.

(7). A Member who has been allocated a mooring shall provide the Moorings Officer with the following details in writing, on the LHB Mooring application form:

1. Name, Full current address and a contact phone number / email address.

2. Full particulars of the vessel to be moored at the allocated mooring.

3. A valid certificate of insurance shall also be provided.

Page 12

A member shall inform the Secretary in writing of any change of these details within seven days of the change.

(8). A Member shall use his allocated mooring solely for the purpose of mooring vessels owned by the Member.

(9). A Member who has been allocated a mooring will not do or permit anything to be done in or on the mooring allocated to him/her which shall cause annoyance, nuisance, disturbance or damage to the Langstone Harbour Board, to the Board's assigns, tenants or licensees or any other owners, tenants or occupiers of any neighbouring property or mooring rights.

(10). A Member shall label or mark his/her allocated mooring buoy in a clear and legible manner with numbers at least two inches in height with the number registered with the Harbour Master and will maintain the number in good condition.

(10a). It is the member's responsibility to maintain his/her mooring and tackle.

(11). No vessel exceeding twenty five feet in length shall be moored at an allocated mooring.

(12). A Member may not transfer, assign, sub-let or part with possession of his/her allocated mooring.

(13). When the block mooring licence agreement dated and made between the Trustees and the Langstone Harbour Board expires or is determined, then all Members vessels must vacate the allocated moorings. Every Member understands that if any vessel is not moved in accordance with this condition, the Harbour Master may:

(i) Direct the Club to move the vessel to such a part of the Harbour and to moor or berth the vessel in such manner as he may require at the Member's expense without the Club incurring liability whatsoever for itself for any damage caused to the vessel or any other property during or by reason of such removal, mooring or berthing except as far as the same be caused by the negligence of the Club or its agents.

(ii) Move the vessel at the member's expense Without incurring liability whatsoever for himself/herself or the Langstone Harbour Board for any damage caused to the vessel or any other property during or by reason of such removal, mooring or berthing except as far as the same be caused by the negligence of the Langstone Harbour Board its servants or agents.

(14). If the Mooring Officer or his Agent is requested to move a vessel, by the owner, the Association and mooring Officer accepts no responsibility or liability.

(15). If a Member shall be in breach of any of the conditions listed above, then the allocation of the particular mooring, to which the breach relates, shall be withdrawn immediately.

(16). If a Member ceases to be a Member of the Club, then he/ she must vacate his/her allocated mooring immediately and shall not be entitled to a refund or partial refund of any sum paid pursuant to Clause 6.

HEALTH AND SAFETY

27. The Association shall comply with all current, relevant UK HSE legislation. This shall include the RoHS and REACH directives. This shall apply to

- (i) The Clubhouse. This shall cover Food preparation and all cleaning chemicals and solutions used for the dispensing of beers and general cleaning.
- (ii) The Cellar. This shall cover all chemicals, solutions and pressurised Gases / Gases and beer dispensing equipment.
- (iii) The Compound. This shall cover all Welding / Lifting equipment, winches and any greases, chemicals and paints/thinners used by Committee members for the general running and maintenance of the compound and its equipment.

These shall be updated as and when the HSE issue new legislation, rules or guidelines.

DATA PROTECTION

28. The Association shall comply with the current UK GDPR legislation.

The Association will not use, (or sell to a 3rd party for their use), members details for any marketing or sales purposes. Members details will only be used to contact the member, regarding Subscriptions and fee's due, Entertainments and for Emergency requirements.

In addition, the Association will not pass on contact details of any member to any other member, or Non-Member.

BYELAWS

Byelaws shall not be altered without approval by the Members at a Special General Meeting, but the Management Committee may at any time add thereto by the issue of new Byelaws.

1. The Club will not be responsible for any loss of or damage to, members' property.
2. All boats kept in the Compound and property on Club premises, must have its name and the name of the owner clearly visible at all times.
3. The Clubhouse shall be available for hire, by members, for private functions. A charge set annually by the Management Committee and approved at the A.G.M, will be levied and a refundable deposit of £100 will be required.
4. Adults are responsible for the behaviour of children under their care whilst on Club premises and they will be held responsible for reimbursement for any damage caused.

The Committee reserves the right to exclude children from certain functions.

5. Dog owners are held responsible for their dog whilst on Club Premises. Dogs must be kept on a lead at all time, when in the Clubroom.