

#### **RULES**

**NAME** 

 The Club shall be called the "White Rose Water Ski Club". Affiliated to the BWSW. (British Waterski and Wakeboard)

**OBJECTS** 

- 2) The objects of the Club are:-
  - 1) To encourage and promote the sport of water skiing for members and their families.
  - 2) To provide and maintain facilities and other equipment for the use of Club Members.
  - 3) To take part in Regional, National and International water skiing events.

#### **CONSTITUTION**

- 3) The Club shall consist of honorary members, unit members, social members and temporary day members. The minimum age for unit membership shall be 18.
- 1) The number of Unit Members shall not exceed 100.
- 2) Membership may be held at a lower level at the discretion of the Committee.
- 3) Unit members shall be defined as follows:
- 4) Male or Female over the age of 18 yrs old, Husband, wife, civil partner, or couple within a committed relationship and any unmarried children under the age of 18 at the commencement of the membership. When a child of a member marries or reaches the age of 25 they shall no longer enjoy the facilities offered by the parent's membership but shall be subject to normal temporary day membership fees.
- 5) A social member is defined as a person who after payment of an annual subscription of £50 and approval of the Committee will enjoy the following:
  - i) Access to the Club grounds
  - ii) Receipt of newsletters etc.

iii) Right of attendance at Open Days, Fun Days and Competition Days.A social member will have no voting or skiing rights.

# DEFINITION OF BOAT USED IN THESE RULES

4) The word "boat" when used in these rules shall be deemed by the committee to be suitable for use on the club lake and or a size, operating weight and type of construction that is fit for purpose, yet consistent with preserving the quality and structure of the lake.

#### QUALIFICATION FOR MEMBERSHIP

5) All members and temporary day members must sign an undertaking that they absolve the club, its' officers and Members, from liability for any injury or damage to themselves or their property from any cause whatsoever, whilst engaged in the activities of the Club.

#### PROPOSAL OF CANDIDATES AND ELECTION OF MEMBERS

6)

- Applications for unit membership shall be made to the Honorary Secretary on the prescribed form and be accompanied by a deposit, refundable at the absolute discretion of the committee, of £500. Every candidate and partner where applicable for Unit Membership shall be interviewed at a meeting of the Committee, and if accepted shall serve a probationary period of twelve months. Newly named additions to an existing unit membership are subject to interview by committee.
- 1) Children of Unit Members upon marrying or reaching the age of 25 may then apply for Unit Membership. Provided the application is received within a period of twelve months and the parent's unit membership has been held for at least 5 years, then an entrance fee of 20% of the current joining fee at the time of acceptance shall be payable except where the parental Unit Membership was held on 2 December 2002 when no entrance fee shall be payable. A membership arising from either of these preferential schemes cannot remain, in the event of a relationship breakdown, with anyone other than the person who was originally entitled to receive it.
- 2) Unmarried children of Unit Members who apply for Unit Membership before reaching the age of 25 shall, provided the parent's membership has been held for a period of not less than 5 years, be charged an entrance fee of 20% of the current joining fee at time of acceptance except where the parental Unit Membership was held on 2 December 2002 when no entrance fee shall be payable. A membership arising from either of these preferential schemes cannot remain, in the event of a relationship breakdown,

with anyone other than the person who was originally entitled to receive it.

3) No person shall be admitted to the Club as a member until the Honorary Secretary shall have notified them of their election and in the case of Unit Members, the election shall be void unless the balance of the loan monies is paid to the Club within 21 days after the date of the notice of the election or the person has entered into. The WRWSC "easy payment option scheme" which requires the applicant to read and agree to the Club's rules and regulations and be bound by the scheme details as follows:-

#### WRWSC Easy Payment Option Scheme:

All applicants would be required to make an initial payment of £1,000 to join WRWSC. The remaining balance, which includes the loan and entrance fee, can be settled through equal instalments spread across a 12, 24, or 36-month period. An administration fee of £100 per 12-month interval shall be levied and is payable on a monthly basis. The execution of this agreement is formalised through standing order transactions. In the case of a child of a unit member joining under rule 6.1 or 6.2, the easy payment option scheme may be utilised over an extended period, however all loan and entrance monies owed must be paid in full before reaching the age of 31. In all cases, until the loan and joining fees are paid in full, the member shall not possess any voting privileges. In case of a missed payment, the member is to promptly inform the committee, who then reserve the right to suspend the membership until the unsettled balance can be restructured within the stipulated payment term or extended, while ensuring that the extended period does not exceed 36 months following acceptance of membership OR the member choses to surrender the membership. If a member takes advantage of the easy payment option, and subsequently decides to terminate their membership, reimbursement of funds will not be granted unless the repayment arrangement pertains to the last £1,000 of the outstanding balance. Such funds will be recognised as the loan and will be refunded upon discontinuation of membership, subject to any outstanding fees or charges. Any applicant, should they not be elected during the application process, shall be notified and any monies paid to the Club in accordance with this rule shall be refunded.

#### UNIT LOAN

7) The amounts of the loans made by Unit Members shall be at the rate of £1,000 per unit. No interest shall be payable on these loans.

# ENTRANCE FEES AND SUBSCRIPTIONS

8) The amount of entrance fees applicable and an annual subscription shall be as fixed by the Committee provided that the annual subscription is not increased by more than £15 per annum.

The membership period runs from January 1st – December 31st.

1) No member shall be entitled to take part in activities of the Club or to exercise voting rights until all subscriptions due for the current year and all arrears have been paid. Unit Members will be invoiced separately for subscriptions and temporary day membership fees. Any monies not paid by the specified date will attract on each separate amount a fine of £5 per month or part month thereafter until such time as they are paid. If a subscription has not been paid within one month of its due date, the defaulter shall cease to be a Member of the Club and relinquish all rights to the use of the Club's facilities unless an explanation in writing which satisfies the Committee can be given.

#### RESIGNATIONS

- 9) Any Member may resign his Membership by giving to the Honorary Secretary notice in writing to that effect, provided that if notice be given after December 31st in any year he shall be liable to pay the subscription for the following year.
- 1) Unit Members resigning shall be repaid the full amount of their loan less any monies owing on the admission of a replacement Unit Member or alternatively from the Club's own resources, at the discretion of the Committee
- 2) Transfer of membership is only possible to the son/daughter of a member and in accordance with Rule 6. Applications must be made in writing to the Committee, and after acceptance of the transfer the "retired" members, his wife and other children would be subject to normal guest fees and conditions.
- 3) In the event of a divorce or permanent dissolution of a civil partnership, or the ending of a relationship previously recognised by the Club pertaining to a Unit membership, the Unit membership of the Club will remain with the first named applicant on the original application form lodged with the Club Secretary. The remaining spouse will have no membership rights of the Club

thereafter and will be considered as having resigned his or her membership. The former member may then apply for membership of the Club in accordance with Rule 6

4) It is the duty of both parties to inform the committee of their final agreements regarding the unit membership, and the committee reserve the right to protect the interests of The Club in this matter. In the event of disputed ownership of the original unit membership, both parties may be suspended until a final agreement is reached as per Rule 12.2

# TEMPORARY DAY MEMBERS

10) A Temporary Day Member must comply with Rule 5. The introducing Member shall complete, in full, the appropriate online Temporary Day Membership application form before the temporary day member takes part in any on water activities.

#### TEMPORARY DAY MEMBERS FEE

At the current rate set by the committee with a winter reduction of 50% applicable 1st November to 31st March.

Any change in guest fee rate is to be announced at an AGM and the rate will be clearly on view adjacent to the guest form box.

1) Temporary day members are limited to twelve visits in any one calendar year (i.e. twelve days or part days skiing per year).

#### **HONORARY MEMBERS**

12)

11) The Committee is empowered to elect persons who have been of particular service to the Club and persons of distinction in the sport as Honorary Members.

# EXPULSION AND SUSPENSION OF MEMBERS

- 12.1) If at any time the Committee shall be of the opinion that the interest of the Club so require, they may, by recorded delivery, invite a Member to resign from the Club within a time specified in such letter. In default of his resignation the question of his expulsion shall be submitted to the Committee, whose decision shall be final, but for the purpose of this Rule at least two-thirds of the whole Committee shall be present.
- 2) If a member, or guest of a member fails to observe the rules and bye-laws of the Club, or behaves in a manner which is in breach of the aims and spirit of the Club, the

Committee shall have the right at its absolute discretion to suspend any such member providing that two thirds are present. A document outlining the procedure for such a process is available from the Honorary Secretary. Any member suspended or expelled from the Club shall be barred from entering the Club's premises and using the Club's facilities.

### EFFECT OF CEASING TO 13) BE A MEMBER

Any person on ceasing to be a Member of the Club shall forfeit all rights to their claim upon the Club, its property and funds, other than Unit Members, who shall remain entitled to the repayment of their loans under the terms of Rule 9.

# OFFICERS AND 14) COMMITTEE

The entire management of the Club shall be deputed to a committee consisting of the President, Vice President Honorary Secretary, Honorary Treasurer, and not more than eight other Members. The office of Vice President is only available to members who have served on the committee for a minimum period of one year. The Vice President will normally accept the position of President for the following year.

- 14.1) The President, Vice President, Honorary Secretary, and Honorary Treasurer shall be elected annually at the Annual General Meeting. Four members of the committee shall retire annual by rotation, but shall be eligible for re-election. Any elected member who does not attend at least half the meetings in any year, shall automatically cease to be a member of the Committee and shall not be eligible for re-election.
- 2) The committee is authorised to agree to expenditure for the benefit of The Club and its members, with no single project exceeding £20,000. In the case of a proposed project exceeding this amount, an Extraordinary General Meeting will be called under Rule 19.1
- 3) All nominations for the posts of Officers of the Club and members of the Committee must be made to the Honorary Secretary on the prescribed form. The closing date for nominations is fourteen days prior to the Annual General Meeting.
- 4) Only one member out of a family membership will be allowed to serve on the Committee at any one time.

# CASUAL VACANCIES COMMITTEE

15) In the event of a casual vacancy on the committee the committee shall have the power to elect any full Member of the

Club to fill such vacancy. But the person so appointed shall he is appointed, hold office for such period only as the person in whose place would have held office, if no such vacancy had occurred.

#### **SUB-COMMITTEE**

The Committee may from time to time appoint from their number such Sub-Committees as they deem necessary and may depute or refer to them such powers and duties as the Committee may determine, such Sub-Committees may co-opt any Member of the Club to serve with them. The Convenor of any such Sub-Committee should normally be a Member of the Committee of the Club and as such responsible to the Committee for the activities of his Sub-Committee.

#### **TRUSTEES**

- 17.1) The property of the Club shall be vested in not more than four or less than three Trustees who shall deal with such property as directed by resolution of the Committee and they shall be indemnified against risk and expense out of the Club property.
  - 17.2) The Trustees shall be appointed at the General Meeting by a resolution by a majority of Members present and entitled to vote and shall remain in office during the pleasure of the Club.

#### ANNUAL MEETINGS

- 18) The Annual General Meeting of the Club shall be held in the month of December in each year, or in such other month as the Committee may decide, and upon a date and at a time to be fixed by the Committee and at least twenty-eight days notice thereof shall be given to every Member.
- 18.1) Any member desirous of moving a resolution at the Annual General Meeting shall give at least fourteen days notice in writing thereof to the Honorary Secretary,
- 18.2) The Honorary Secretary shall post or deliver to all members seven days prior to the Annual General Meeting details of nominations and resolutions received in accordance with Rules 14.2 and 18.1.

# SPECIAL GENERAL MEETING

19.1) The Committee may at any time for any special purpose call a Special General Meeting and they shall do so forthwith stating the purpose for which the meeting is required. At least 14 days written notice of Special General meeting shall be given to every Member.

2)	A Special General Meeting shall be convened on the
	request of a petition submitted by not less than one third of
	the Full Membership of the Club.

#### VOTING

20) All voting at Annual General Meetings and at Special General Meetings shall be by a show of hands unless a ballot is demanded by not less than one-fifth of the Members present and qualified to vote. Only Unit Members are qualified to vote, each loan unit carrying one vote. The election of officers shall be by a show of hands unless a ballot is requested.

#### **QUORUM**

The quorum at General Meetings shall be twelve Members. The Quorum at Committee meetings shall be five Members.

#### **BYELAWS**

22) The Committee may from time to time make, repeal and amend all such byelaws and regulations (not inconsistent with the Rules) and they shall think expedient for the management and well being of the Club. All such byelaws and regulations shall be binding upon the Members until repealed.

#### ALTERATION OF RULES 23)

The Committee shall have the power to alter the Rules but no such alteration shall take effect until the same has been confirmed at the Annual General meeting or a Special General Meeting convened for the purpose, and voted upon by the unit members present.

#### **DUTY OF MEMBERS**

24) It shall be the duty of every Officer, Committee Member or Member to take every available means to put a stop to any infringement of the Rules or Byelaws coming to their notice, and to report them to the Committee through the Honorary Secretary.

#### SALARIED OFFICIALS

25) The Committee may appoint from time to time such salaried officials as they may deem necessary.

## BOAT AND TRAILER IDENTIFICATION

26) Membership number 3" in height approximately to be prominently displayed on boat and trailer.

#### LIFE JACKET

A buoyancy aid shall be worn by all children and non-proficient swimmers when travelling in a boat and in the vicinity of the water's edge, including the jetties and slipway. Parents and Guardians have sole responsibility for their children and wards and must appreciate the club or its members cannot be expected to exercise supervision or control. A buoyancy aid shall be worn at all times by a skier except when trick skiing when the decision will be at the sole discretion of the **driver**.

#### INSURANCE

The Club shall affect in respect of its property a Public Liability Insurance to a minimum of £2,000,000.

**BOAT OWNING** 

29) It is a condition of Membership beyond 1st March 2017 that all privately owned boats must be insured at the Owner's expense against Third Party and Passenger risks for a minimum limit of liability of £2,000,000. The policy of insurance must extend to (or not exclude) Water skiers risks with a minimum limit of liability of £2,000.000. Proof of insurance (complete with full policy wording if requested) to be submitted annually after each renewal to the Committee and also be shown anytime to any Member of the Committee on request.

All boats must prominently display current insurance discs as supplied by the Committee. Unit Members owning more than one boat, will on proof of insurance, be issued with separate insurance discs but may use only one boat on the lake at any given time.

DISSOLUTION

30) If at any General Meeting a resolution for the dissolution of the Club shall be passed by a majority of the Members present, and such resolution shall at a Special General Meeting, to be held not less than one month thereafter, at which not less than one-half of the Members shall be present, be confirmed by a resolution passed by a majority of two-thirds of the Members voting thereon the Trustees shall thereupon or at such future date as shall be specified in such resolution, proceed to realise the property of the Club and after the discharge of all liabilities shall divide the same equally among all Unit Members, this also being deemed to be in full satisfaction of their loans to the club and upon the completion of such division, the Club shall be dissolved.

#### **CLUB BYELAWS**

- 1) All boats must travel round the lake in an anti-clockwise direction.
- 2) All boats towing a skier must carry a **proficient** observer, with the exception of only 1 boat present on the lake.
- Boat drivers, must at all times, drive in a safe manner, and acknowledge, by raising their arm, that they have seen anyone who is in the water in front of them.
- 4) A maximum of 3 boats are allowed on the lake at any one time.
- 5) Ski lines must be retrieved immediately a skier has disembarked.
- 6) Under no circumstances must ski lines be towed across the slalom course.
- 7) Any member knocking buoys off the slalom course **must** replace them immediately.
- 8) No boats are allowed on the lake before 7am and after 10pm dusk, whichever comes first.
- 9) All boats must have adequate silencing systems.
- 10) No refuelling of boats on the water, except in an emergency.
- 11) All boat engines and transmission must not leak oil or fuel.
- 12) No parking of cars or trailers in the slipway area other than those of the warden of the day.
- 13) The entrance gates to the Club must be locked immediately after entry and exit.
- 14) Club skis and equipment must not be taken off the Club premises and must be returned to the equipment room immediately after use.
- Do not joy-ride or race round the lake, warming up engines, when other people are water skiing.
- Each boat must have and use a "Dead Mans" or "Kill Switch" attached to the driver at any time that the engine is running "in gear".
- Anyone driving a boat on the club lake must possess a ski boat drivers award certificate (SBDA or the RYA Equivalent), and, if a new club member post September 2016, or newly qualified driver post September 2016, is required to have also passed the clubs own Boat Handling Assessment or be accompanied by a qualified driver, one already accepted as such by the committee.

- 18) No person under the age of 15 years shall drive a boat on the lake at any time. A person without an SBDA qualification who is aged less than 18 years may drive a boat on the lake provided:
  - a. They are accompanied at all times by a person with an SBDA qualification aged 18 years or more.
  - b. No other boat is being driven on the lake at the same time.

Once qualified, a driver can drive a boat when there is more than one boat being driven on the lake but must still be accompanied by a qualified adult driver until they reach the age of 18 years.

19) No one under the age of 18 can take part in water skiing activities or stay overnight unless they are with and under supervision of a paid-up member of the club.

#### THE ABOVE CLUB BYELAWS MUST BE ADHERED TO AT ALL TIMES

#### THE FOLLOWING IS COMMON SENSE ADVICE:

- 1) When a skier falls, the skier should hold up both hands to warn other boat drivers of his/her presence, and also to show no injury has been sustained.
- 2) If you want to seriously slalom, jump or barefoot, pick your times, do not expect other members to wait for you especially at weekends.

# THE CLUB HAS WARDENS WHO WILL POLICE THE CLUB PROPERTY. IF THEY SPEAK TO A MEMBER, REMEMBER IT IS FOR THE CLUBS BENEFIT, WARDENING IS A DIFFICULT TASK SO PLEASE ASSIST THEM AT ALL TIMES.

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4.12.18, 26.11.1923.3.23 EGM, Nov 2023