

# Troon Cruising Club

Established February 1955



## Governance

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# Constitution

Reviewed and approved at the AGM held Wed Jan 24, 2024

## 1. Name and Objects

- 1.1. The name of the Club shall be Troon Cruising Club hereinafter referred to as “The Club”.
- 1.2. The objectives of the Club shall be:
  - 1.2.1. To promote sailing as a sport in all its aspects.
  - 1.2.2. To encourage participation in the sailing and social activities of the Club.
  - 1.2.3. To provide facilities for the mooring, berthing and maintenance of Club berth holders’ vessels.
  - 1.2.4. To ensure that equity is incorporated across all aspects of its development. In doing so it acknowledges and adopts the following definition of sports equity:
    - 1.2.4.1. Sports equity is about fairness in sport, equality of access, recognising inequalities and taking steps to address them.
    - 1.2.4.2. It is about changing the culture and structure of sport to ensure it becomes equally accessible to everyone in society.
    - 1.2.4.3. The Club respects the rights, dignity and worth of every person and will treat everyone equally within the context of their sport, regardless of age, ability, gender, race, ethnicity, religious belief, sexuality or social/economic status.
    - 1.2.4.4. The Club is committed to everyone having the right to enjoy their sport in an environment free from threat of intimidation, harassment and abuse.
    - 1.2.4.5. All Club members have a responsibility to oppose discriminatory behaviour and promote equality of opportunity.
    - 1.2.4.6. The Club will deal with any incidence of discriminatory behaviour seriously, according to Club disciplinary procedures as set out below.

## 2. Officers

- 2.1. The Officers of the Club shall be voting members and shall be:
  - 2.1.1. Flag Officers who shall be elected at the Annual General Meeting and shall nominally hold office for one year, retiring at the end of the next AGM. They shall be eligible for re-election.
    - 2.1.1.1. The Commodore
    - 2.1.1.2. The Vice Commodore
    - 2.1.1.3. Rear Commodore
  - 2.1.2. Officers appointed from the ordinary members of the Council, who shall serve for 3 years, either as Officers or ordinary members, at the discretion of the Council.
    - 2.1.2.1. The Honorary Secretary
    - 2.1.2.2. The Honorary Treasurer
    - 2.1.2.3. The Honorary Racing Secretary

### 3. Duties of Officers

#### 3.1. The Honorary Secretary shall:

- 3.1.1. Keep a register of Club members' names and addresses.
- 3.1.2. Conduct the correspondence of the Club.
- 3.1.3. Keep custody of all Club documents.
- 3.1.4. Issue notices and agendas and record minutes of all meetings of the Club and the Club Council. Ensure that the minutes are moved and seconded as a correct record by members who attended the meeting and that they are signed by the Chairman.
- 3.1.5. Ensure that Council minutes are made available to members as soon as practicable after Council meetings.
- 3.1.6. Administer such insurance policies as may be needed to protect the interests of the Club, its Officers and its members.
- 3.1.7. Maintain such certificates or registrations and complete any non-financial returns as may be required by law.
- 3.1.8. Present a report on the state of the Club to the Annual General Meeting.

#### 3.2. The Honorary Treasurer shall:

- 3.2.1. Cause such books of account to be kept as are necessary to give a true and fair view of the financial state of the Club and provide a report on the ongoing financial situation to each Council meeting.
- 3.2.2. Operate the Club's bank accounts by formal bank mandate requiring the signature of two out of the Honorary Treasurer, Commodore, and Book-keeper as authority for all transactions. Current copies of signatories and authorisation shall be held on file with the minute of the last Annual General Meeting.
- 3.2.3. Prepare an annual balance sheet as at 1st December each year and cause such balance sheet and accounts to be professionally audited each year and presented to members at the Annual General Meeting with the financial report for the year to 30th November.
- 3.2.4. Assist the Council to prepare the annual budget for presentation to the AGM.

#### 3.3. The Honorary Racing Secretary shall:

- 3.3.1. Arrange a racing programme for the year taking account of the intentions for other Club activities and those of associated organisations.
- 3.3.2. Present a report on the years racing activities to the Annual General Meeting.

### 4. Membership

#### 4.1. There shall be four categories of membership:

- 4.1.1. Full Members – shall pay the Full Membership subscription and have one vote at Club Meetings.
- 4.1.2. Family Members – which expression shall include one or two co-habiting adults and all children within their guardianship under eighteen years of age on 1st January, shall pay the Family Membership subscription. The family unit shall have one vote, exercisable by either adult.

- 4.1.3. Honorary Members – shall pay no subscription, but shall be liable to pay all other appropriate fees and charges, and have one vote.
- 4.1.4. Associate Members – shall pay the Associate Membership subscription. They may attend and speak at Club meetings but shall have no vote.
- 4.2. Membership Fees, Joining Fees, Subscriptions and Charges
  - 4.2.1. Fees and subscriptions shall be proposed by the Council and be determined by a majority of members present and entitled to vote at the Annual General Meeting. Fees and subscriptions shall become immediately operative. Other charges or fees may be determined by Council from time to time.
- 4.3. Election and Retirement of Members
  - 4.3.1. Candidates for Club membership shall be interviewed by Council representatives before being elected to probationary membership by simple majority of a quorate meeting of the Council. They shall provide contact details of a referee, who shall not be related to the candidate, and shall be proposed and seconded by two voting members of the Club, both of whom shall be acquainted with the candidate.
  - 4.3.2. On election a candidate shall pay the required entrance fee and subscription within one month, and shall not enjoy the rights and privileges of membership until payment has been received. Provided that a member admitted after 1st July shall pay 50% of the annual subscription for that year, and that a member admitted after 1st November shall not be liable to pay any subscription for that year, but shall pay the joining fee and the subscription for the following year, the amount of subscription paid being adjusted if amended at the following AGM. On default, election shall be void.
  - 4.3.3. New members shall serve a probationary year and the Council shall have power to:
    - 4.3.3.1. terminate probationary membership at any time during that year.
    - 4.3.3.2. at the end of the year, confirm or refuse continued membership.
- 4.4. Conduct of members
  - 4.4.1. Every member on election and thereafter, is deemed to have notice of and to have undertaken to respect and comply with the Club Constitution and Rules.
  - 4.4.2. Refusal or neglect to comply with the Constitution and Rules, or conduct unworthy of a member or prejudicial to the interests of the Club, shall render such member liable to expulsion.
  - 4.4.3. No member shall be expelled without notice in writing of the alleged breach of the Constitution or Rules. Such notice shall require the member to explain his/her conduct in writing (to be received by the Honorary Secretary within 14 days) and to attend a meeting of the Council to make representations in explanation. This meeting to take place within 30 days of the notice in writing to the member.
  - 4.4.4. A resolution to expel any member shall be carried by a simple majority of a quorate meeting of the Council.
  - 4.4.5. An expelled member, except a probationary member, shall have a right of appeal to be considered and decided by simple majority of members attending a Special General Meeting of the membership of the Club convened for that purpose. Such appeal must be lodged in writing with the Honorary Secretary within seven days of expulsion.

- 4.4.6. A probationary member shall have no right of appeal against a Council decision to expel.
- 4.4.7. Upon expulsion the member (or former member) shall not be entitled to have any part of fees or subscriptions refunded, and must:
  - 4.4.7.1. return forthwith any keys held,
  - 4.4.7.2. return forthwith any Club or external bodies trophy or trophies held.
  - 4.4.7.3. remove all property, including boats, dinghies, cradles and the like, from Club premises within 28 days,
  - 4.4.7.4. refrain from visiting the Club except for the purposes of returning Club property and removing their own property. Visits to the Club must be pre-arranged with the Compound, Moorings or Clubhouse Convenor, as appropriate.
- 4.4.8. Complaints of any nature relating to the management of the Club shall be addressed in writing to the Honorary Secretary. Under no circumstances shall a Council Member or Officer of the Club be personally reprimanded by a member.

#### 4.5. Legal liability

##### 4.5.1. Limitation of Club Liability

- 4.5.1.1. All references to the Club in this Rule shall mean each and every individual member of the Club from time to time.
- 4.5.1.2. Members are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises.
- 4.5.1.3. Members of the Club may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept:
  - 4.5.1.3.1. The Club will not accept any liability for any damage to or loss of property belonging to members.
  - 4.5.1.3.2. The Club will not accept any liability for personal injury arising out of the use of the Club premises, any other facilities of the Club either sustained by members or caused by the said members whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers, Council, Trustees or Servants of the Club.

#### 5. Club Council

##### 5.1. Composition

- 5.1.1. The Club Council shall consist of the Flag Officers of the Club and eight ordinary Council members (three of whom will be appointed by Council to the roles of the non-flag officers) all of whom shall be voting members of the Club.
- 5.1.2. The ordinary Council members shall be elected by simple majority of voting members attending a quorate AGM.
- 5.1.3. Each of the Ordinary Council members shall nominally hold office for three years, standing down in order of election at the end of the AGM where their successor is elected. Ordinary Council members shall be eligible for re-election.
- 5.1.4. Candidates for election to the Council including retiring Council members eligible for re-election, shall be nominated and seconded by voting members.

- 5.1.5. If the number of candidates is greater than the number of vacancies, election shall be by ballot. If there is equality of votes the election shall be decided by lot.
- 5.1.6. The Council may co-opt voting members to the Council to fill vacancies or provide expertise. They shall have the right to vote, shall stand down at the next AGM but shall be eligible for re-election to the Council.

## 5.2. Council Meetings

- 5.2.1. The Council shall meet each month but more frequently if required. The Commodore or in their absence a Chair elected by those present shall preside.
- 5.2.2. A quorum shall be two thirds of the elected Council members, one of whom must be an Officer of the Club.
- 5.2.3. Voting shall only be by Council members present and entitled to vote.
- 5.2.4. Voting shall be by show of hands. A majority shall be that of Council members present and exercising their vote.
- 5.2.5. The Council Chair shall have a second or casting vote in the event of a tie.

## 5.3. Powers of the Council.

- 5.3.1. The Council shall have full power of management and shall manage the affairs and activities of the Club according to the Constitution and Rules and shall cause the funds of the Club to be applied solely to the objectives of the Club.
- 5.3.2. The Council shall produce and submit an annual budget for the approval of members at the Annual General Meeting. Financial expenditure by the Council shall not exceed 25% above the approved budget.
- 5.3.3. The Council shall have power to make such Club Rules or changes to rules as it deems necessary, giving notice of implementation.
- 5.3.4. The Council may nominate at an AGM such Honorary Members as it considers appropriate and their election shall be by voting members at the AGM.
- 5.3.5. The Council shall maintain and administer the Constitution and Rules of the Club and shall examine and adjudicate on any alleged contravention or dispute. Any member dissatisfied with such adjudication may appeal against it to the membership at a General Meeting. The appeal must be addressed in writing to the Honorary Secretary.
- 5.3.6. Council members including co-opted Council members and convenors and members of sub-committees shall be indemnified by the Club out of the assets of the Club 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 legal proceedings or which otherwise relate directly or indirectly to the functions of a member of the Council.

## 6. General Meetings of the Club

- 6.1. At all General meetings of the Club the Commodore or, in their absence, a Chair elected by those present shall preside.
  - 6.1.1. A quorum shall be 25% of the Club membership entitled to vote.
  - 6.1.2. If a properly called AGM / SGM has to be adjourned as inquorate then, when it is reconvened, the quorum for that meeting shall be the number of voting members who attend.

- 6.1.3. Only members entitled to vote and present shall vote at any meeting of the Club. No proxy voting of any description shall be allowed.
  - 6.1.4. Members not entitled to vote may attend if they so wish.
  - 6.1.5. In the normal course of events, attendance at General Meetings of the club shall require physical attendance at the location stated in the notice or summons. In exceptional circumstances the Council may decide to hold the meeting as either “remote” (that is, using digital / internet means) or as “hybrid” (that is, with some members in physical attendance and others participating remotely). Members wishing to participate remotely must agree this with the Honorary Secretary not less than 2 weeks prior to the date of the meeting.
  - 6.1.6. Voting except upon the election of members of the Council shall be by card vote. A card vote shall be by count of cards issued by the Honorary Secretary to voting members, the count to be conducted by tellers appointed in equal number by voting members present and by the Council. A majority shall be that of voting members present and exercising their vote.
  - 6.1.7. In the case of an equality of votes the Chair shall have a second or casting vote except for election of members to the Council in which case the election shall be decided by ballot.
  - 6.1.8. Any motion properly put to any meeting of the Club for the creation repeal or amendment of the Constitution of the Club shall not be carried except by a majority vote of at least two thirds of those present, entitled to vote and exercising their vote.
- 6.2. Annual General Meeting
- 6.2.1. The Annual General Meeting of the Club shall be held no later than the first Wednesday in February.
  - 6.2.2. The Honorary Secretary shall give 28 days notice to each member of the date of the meeting and any business proposed at that time. The Honorary Secretary shall also provide a final agenda at least 7 days before the meeting.
  - 6.2.3. The AGM shall receive the annual reports of the Honorary Secretary, the Honorary Racing Secretary and appointed Convenors. It shall receive the audited financial report of the Honorary Treasurer and the Council’s proposed budget, fees and subscriptions, for the following year.
  - 6.2.4. The AGM shall also deal with the passing of accounts the election of Officers and Council members, additions and amendments to the Club Constitution and any other business that the Council may order to be inserted in the notice convening the meeting.
  - 6.2.5. No other business, motion or proposal, shall be discussed unless 14 days notice in writing is received by the Honorary Secretary before the date of the AGM from a voting member. Any such motion or proposal must be seconded by a voting member and shall be circulated to members.
- 6.3. Special General Meeting
- 6.3.1. The Council may at any time upon giving 14 days notice, call a Special General Meeting of the Club for any special business which shall be stated in the summons convening the meeting.
  - 6.3.2. The Council shall also call a SGM within six weeks of a written request from a voting member stating the business to be discussed. The request must be addressed to the

Honorary Secretary in writing and must be signed by at least ten identified voting members of the Club.

6.3.3. The discussion and any vote taken at a SGM shall be confined to the business stated in the notice to members or in the written request for the meeting.

## 7. Assets and Arrears

7.1. If upon the winding up or dissolution of the Club, there remain after the satisfaction of all debts and liabilities, any property whatsoever, it shall be given to some other institution having similar objects to those of the Club, such institution to be determined by resolution of voting members of the Club at a general meeting.

## Fees

### Subscriptions:

- Full Membership: £110
- Family Membership: £200
- Associate Membership: £44

### Fees:

- Joining Fee: £28
- Postal Surcharge: £11
- Boat Owner's Fee: £110 (must be full member)
- Compound, Wall, Trot and Pontoon Fees: TBC (awaiting Troon Yacht Haven charges)

### Deposits:

- Deposit on Mooring Fee: £55 (refundable against a mooring)
- Key Deposit: £28

# Rules

Reviewed and approved at the Council meeting on Tue Dec 12, 2023

## 1. Subscriptions and Fees

- 1.1. The club is a non-profit organisation and subscriptions and fees are fixed to take account of the demands of the membership.
- 1.2. Joining fees, subscriptions, boat charges, boat owners fees, storage charges, mooring fees and all other costs, charges and expenses will be proposed annually by the council for approval by the Club in Annual General Meeting.
- 1.3. Shortly after the AGM, members shall receive an invoice for their membership fees and subscriptions at the scale agreed by the AGM. The invoice shall state the due date for payment.
- 1.4. All members keeping a boat at the club, whether afloat or ashore, shall be voting members and shall pay the boat owners fee and the appropriate mooring fee in respect of that boat.
- 1.5. All members keeping a boat at the club, whether afloat or ashore, are required to sign and return a Mooring Renewal Form, to be received by the Moorings Convenor no later than 10th January. Failure to return the form by this date will be interpreted as notice of a member's intention to relinquish their mooring and to remove their boat from the compound and moorings.
- 1.6. Members shall pay their subscriptions and fees by the due date.
  - 1.6.1. A failure to pay by the due date shall, unless an alternative arrangement has been agreed with the Honorary Treasurer, be considered to be serious misconduct and a defaulting member shall be held to have terminated their membership forfeiting all rights of membership to the club including the right to use or occupy a club mooring.

## 2. Notices to Members

- 2.1. Notice shall be held to have been properly given to members if given in writing and communicated by:
  - 2.1.1. second-class post addressed to the members last intimated address, or
  - 2.1.2. email addressed to the members last intimated email address, or
  - 2.1.3. notice on the club notice board, or
  - 2.1.4. notice given in the members section of the club web site.
- 2.2. A member shall be held to have given proper response to a notice if given in writing and communicated by:
  - 2.2.1. second-class post addressed to: Honorary Secretary, Troon Cruising Club, 47 Harbour Road, Troon KA10 6DH or
  - 2.2.2. email addressed to [admin@trooncruisingclub.org](mailto:admin@trooncruisingclub.org).
- 2.3. Members shall advise the Honorary Secretary, as soon as is practicable, of any change to their contact details.
- 2.4. Members who require notice correspondence by post shall be liable for an annual surcharge.

### 3. Health and Safety

- 3.1. The Club has drawn up a number of Risk Assessments to assist in reducing the potential of members coming to harm while at the Club. Members are required to conform to the mitigating measures in those risk assessments.
- 3.2. The mitigations listed in risk assessments are critical to reducing the identified risks to acceptable levels, and failure to conform is a breach of the club rules.

### 4. Club Berthing

#### 4.1. General

- 4.1.1. Admission to Club berths and the berth waiting list shall be restricted to voting members of the Club on the basis of one boat and one berth per member.
- 4.1.2. An annual Boat Owners Fee with other such fees subscriptions and charges as may be due shall entitle voting members to full use of the club facilities for the purposes of berthing/moving, storage, access loading/unloading and maintenance of their boat. Other members may use these facilities in connection with a boat in respect of which the Boat Owners Fee has been paid, subject to the approval of the owner.
- 4.1.3. Berth holders may use their boats for leisure or recreational purposes only. Use for any commercial purpose (e.g. hire, lease or charter) will be a violation of the terms of the Club's lease and may result in forfeiture of the berth and the right to Club membership.
- 4.1.4. Members are required to maintain their craft in good and safe condition while on Club berths, to ensure that it is covered by a minimum of £3,000,000 third party liability insurance, and continues to do so while on TCC premises, whether afloat or ashore. Vessels abandoned or in dangerous condition may be moved or disposed of in accordance with the "Liabilities of members" rules below.
- 4.1.5. Boats sold afloat to a non-member should be removed from TCC moorings on transfer of ownership or as soon as is practically possible. The selling member remains liable for any fees or charges, as if they still owned the boat, until it is finally removed.
- 4.1.6. Berths shall be allocated annually by the Moorings Convenor in accordance with the Club's need to use berths efficiently.
- 4.1.7. Berth holders do not accrue rights to particular berths and may be required to move on reasonable notice at any time
- 4.1.8. It is the responsibility of the member to consult with the Moorings Convenor before taking up any club berth or mooring and to ensure that it is suitable for their boat.
- 4.1.9. No arrangements may be made regarding occupancy of a berth in the absence of the allocated boat, except via the Moorings Convenor, and no sub-let of a berth or mooring shall be allowed.
- 4.1.10. Club berths must not be used by visiting yachts at any time.
- 4.1.11. Where a boat is jointly owned, the responsible partner must be nominated and will be considered liable for meeting all payments and conditions of berthing, the junior partner(s) must be a voting member of the club.
- 4.1.12. When a joint boat ownership is terminated the Club berth shall be retained by the nominated responsible partner. If the responsible partner does not continue as a berth

holder then the berth shall pass to the other partner provided that they have been five years in partnership.

4.1.13. Owners allocated drying out berths may choose to be considered as remaining of the waiting list for non-tidal berthing.

4.1.14. A member who relinquishes their allocated mooring (pontoon, wall, trot or compound also forfeits any accrued rights. On applying for another berth, they will be treated as a new member. This also applies to any boat owner not returning their Mooring Renewal Form in accordance with TCC Rules.

4.1.15. All children under 14 years of age are required to wear a life jacket while in the club compound and on pontoons and gangways. Members bringing children onto Club premises shall be responsible for observance of this rule.

#### 4.2. Allocation of club Berths to Members berthed in Troon Yacht Haven

The following is agreed between the Club and Troon Yacht Haven:

4.2.1. Any new member with a boat currently berthed in TYH must be three years on the waiting list before being allocated a Club berth.

#### 4.3. Emergency Use of Troon Yacht Haven

4.3.1. A vacant berth at Troon Yacht Haven may be used by Club members in emergency such as engine failure, dangerous weather conditions or insufficient depth of water at the allocated berth. TYH must be advised IMMEDIATELY if this facility is used. Uses such as crew transfers, loading stores, maintenance work and dinghy mooring are not emergencies and are excluded from this concession.

4.3.2. Marina charges will apply if the stay is unduly prolonged.

#### 4.4. Wall moorings, trots

4.4.1. Wall and trot berth holders are required to provide and maintain ground tackle and/or connection to risers to the standard set out in TCC moorings Guidance Notes and Diagram.

4.4.2. Where two boats are berthed together to a single riser, adequate fenders, breast ropes and springs shall be provided and maintained by the boat owners as in TCC moorings Guidance Notes and Diagram.

#### 4.5. Club Island Pontoon

4.5.1. Pontoon berth holders shall provide and maintain breast ropes, springs and fenders including fenders on the off side.

4.5.2. Vacant berths will be allocated to members on the pontoon waiting list.

4.5.3. A 'Vacant Berth', is defined as an unoccupied berth that does not have a named member allocated to that berth. It does not include a berth that has been paid for and allocated to a member, and subsequently temporarily vacated, where that member clearly intends to return to it in the future.

4.5.4. To be accepted for, and to remain on the pontoon waiting list, a member must be a current wall/swing mooring holder and have been so for the previous 5 years.

4.5.5. A member may apply to be placed on the waiting list by writing to the moorings committee on a dated letter, once the above conditions have been achieved.

4.5.6. The waiting list will be updated on a regular basis.

4.5.7. When a pontoon berth becomes a 'Vacant Berth' the moorings committee will compare the characteristics of that berth to the requirements of each boat on the waiting list in turn, starting at the top. The 'Vacant Berth' will be offered to the owner of the highest placed suitable boat.

4.5.8. A member on the waiting list who twice refuses an offer of a suitable 'Vacant Berth' will be placed at the bottom of the waiting list, thereafter progressing back up the list in the normal manner.

## 5. Lift Out and In

5.1. The Club provides members with craneage and equipment for lift-out and into the water of their own boats which operation shall be the member's responsibility. Members and other persons involved are required to comply with the Club's Lift-in/out Procedure during lifting and placing of boats. Non-members are not permitted to assist in lift-out/lift-in activities for insurance reasons.

5.2. Boat owners are required to assist with lifting and movement of other members' boats in the course of the day's operation.

5.3. Owners are required to provide cradles or trailers in fit condition to receive and support their boats. Where a cradle or trailer is found unfit or dangerous on lift-out, the boat shall be returned to the water for later movement at the owner's arrangement and expense and the lift fee shall be charged.

5.4. Boat positions shall be allocated by the Compound Convenor and owners are required to comply with their directions.

5.5. All boats for lifting and storage by the Club will require to have masts lowered and adequately secured. Boats presenting for lift with masts still up shall, except where previously agreed by Compound Convenor, be liable to pay an extra share of the cost of the lift or shall be turned away, at the discretion of the Compound Convenor. A boat turned away at this point will be deemed to have refused the lift and will be charged a share of the cost of the lift.

5.6. Any boat owner, who having previously requested and allocated a club organized crane lift, fails to take up the lift, or fails to give a minimum of 21 days' notice prior to the intended date of the lift, that the crane lift is no longer required, will be charged a share of the cost of the lift – i.e. the cost of the lift divided equally between the number of boats on the lift list 21 days prior to the intended date of the lift.

## 6. Club Compound

6.1. When a boat is being changed, the outgoing boat may be allowed to remain on the hard for a limited period by arrangement with the Compound Convenor.

6.2. Boats sold ashore to a non-member should be removed from the TCC compound on transfer of ownership or as soon as is practically possible. The selling member remains liable for any fees or charges, as if they still owned the boat, until it is finally removed.

6.3. Car parking must allow access to other vehicles, the dinghy cages, slipway, the workshop and the clubhouse. Long term parking should be towards the east end of the compound. The space immediately at the top of the ramp should be used for loading/unloading and then vacated to allow others the facility.

6.4. Where boat movements or other works require access, members must follow the Compound Convenor's directions and/or notices indicating areas to be used or kept clear.

- 6.5. Boats to be placed in the compound in advance of the Club lift out, by TYH or by other means, must be located in accordance with the Compound Convenors instructions and must be in place two weeks before the lift-out date, so that the compound can be prepared for the Club lift.
- 6.6. Members' boats shall be stored and provided with electricity and water services for up to 26 weeks on terms agreed and notified annually. Boats stored in the compound after lift-in shall be liable for the Compound Mooring Fee, unless they are already paying for a pontoon mooring.
- 6.7. Portable containers for gas, petrol, pyrotechnics and other flammable substances shall be removed from stored boats and the club premises within one week after lift out and may be returned immediately prior to lift in.
- 6.8. All boat owners are required to ensure that compound electrical and water supplied to their boats or equipment are turned off and disconnected before leaving.
- 6.9. Boat owners arranging for contractors to carry out work on their vessels especially shot blasting, etc. must liaise with the compound convenor before instructing the contractor, and obtain their approval of the proposed programme and arrangements made with the contractor for the avoidance of damage to other boats and any environmental issues.
- 6.10. Boats lifted out by the Club will be returned to the water on the arranged lift-in date unless special provision in writing has been made with the Council for longer term storage or removal.
- 6.11. Boats lifted out by TYH, or by other means, and blocking access to other boats must be removed two weeks before the lift-in date.
- 6.12. Cradles and trailers should be removed when not in use but may be stored in the compound at the discretion of the compound convenor. Cradles, etc. must be dismantled and marked with the boat name, register number or the owner's name.
- 6.13. Slipway Rules: No launching at slipway, except tenders.
- 6.14. Hoist/Tractor: Only to be operated under the authority of a Council Member.
7. Rubbish Disposal (In Accordance with the Club's Waste Management Policy)
  - 7.1. Large and dangerous items such as batteries and scrap metal must be disposed of under licence. They must not be placed in club bins which are for domestic waste only.
  - 7.2. Members are asked to take rubbish home rather than use the club bin.
  - 7.3. Members are reminded that it is illegal to dispose of waste overboard either in the open sea or within the harbour area.
8. Security
  - 8.1. Clubhouse: Members leaving the clubhouse at any time, day or night, must engage the Yale type lock unless they can see that there are other members in the main room of the clubhouse.
  - 8.2. Main Gate: During the summer, the gate should be closed and held on the slip bolts after 6pm except on race nights, on leaving, unless it is certain members remain on the premises. The gates must be locked after 8pm in summer and 5pm in winter (between lift-out and lift-in).
  - 8.3. Ladders: Boat owners must ensure that all ladders are taken down and securely locked on leaving the compound.
  - 8.4. Members may invite guests to accompany them on club premises or participate in organised club events. Members must accompany their guest at all times, are responsible for the behaviour of their guests, and for any breach of the Rules or Constitution by a guest. Any individual who has

been a guest on four separate occasions within one rolling year must become a club member before attending the club for a fifth time, and members shall not invite a guest in breach of this stipulation.

## 9. Landing Pontoon, Dinghies And Drying Out Grid

- 9.1. Short term berthing of members boats (i.e. up to four hours) on the landing pontoon shall be in the following order of priority:
  - 9.1.1. Awaiting tidal access to drying out mooring or island pontoon.
  - 9.1.2. Loading or unloading.
  - 9.1.3. Maintenance and repairs.
  - 9.1.4. Overnight berthing between the hours of 7 pm and 9 am shall be allowed for boats awaiting early departure. Priority should be given to wall mooring boats.
- 9.2. Further extension of time must be arranged with the Moorings Convenor and longer-term berthing shall be on the East side of the pontoon only. Boats must not be left unattended at any time except when awaiting tidal access to berths.
- 9.3. Members are reminded to use adequate offside fendering when on the landing pontoon to avoid damage from dinghies on the carousel.
- 9.4. Berthing for hard dinghies behind the pontoon or on the carousel and inflatable dinghy storage berths in the cages will be allocated by the Moorings or Compound Convenor (as appropriate) – One dinghy per boat.
- 9.5. Dinghies may also be hauled up and stowed on the reclaimed ground at the slip, keeping access for other dinghies clear. All dinghies must display their register number.
- 9.6. All members wishing to use Troon cruising club facilities including drying grid and landing pontoon must not only be voting members, but must have paid the Boat Owners Fee to be eligible.
- 9.7. Members berthed at TYH must additionally have prior approval of TYH for use of the grid.

## 10. Dinghies, Tenders And Members Property Stored Within The Compound.

- 10.1. Any member's property may only be stored within the clubhouse garage or compound with the prior agreement of the appropriate convenor. It shall be stored at the member's sole risk. The club accepts no responsibility for loss or damage to member's property.
- 10.2. All members' property stored within the premises must display the boat name, register number or the owner's name.
- 10.3. Abandoned and/or unmarked property shall be liable to disposal at the owner's cost, providing always that reasonable steps shall be taken to trace the owner of abandoned articles prior to disposal.
- 10.4. Articles shall be treated as abandoned and liable to disposal at the owners cost if unmarked with a boat name, register number or owners name or if the property has not been removed following one month's notice in writing by the Council to the owner, whether member or former member, at their last known address as shown on the club register.

## 11. Liabilities Of Members

- 11.1. References to member or defaulting member shall also cover former members. All fees and charges properly levied by the Club on members shall be recoverable by the Club as a debt due by the member notwithstanding resignation or expulsion for any reason. Such fees and charges shall

be promptly paid to the club in terms of the constitution. A member shall be in default if sums due by them to the club remain unpaid for three months.

- 11.2. In the event of default, the Club shall have a lien over the defaulting members property stored on the Club's premises or moored on a club mooring.
  - 11.3. In exercise of the lien the Club shall be entitled to move a defaulting members property to any part of the Club's or Troon Yacht Haven's premises, at the defaulting members cost, without liability to the defaulting member for any loss or damage sustained to the property howsoever caused. Any boat on a club mooring or in the compound shall continue to accrue charges / fees until removed.
  - 11.4. After one month's notice in writing to the defaulting member at the member's last known address as shown in the Club's register of members the Club may proceed to sell the member's property by auction or private bargain. On conclusion of a sale the Club shall remit to the defaulting member the proceeds of sale after deduction of the debts due and the properly incurred sale expenses.
  - 11.5. In the event that the defaulting member's property is unsaleable the club shall dispose of the property at the defaulting member's expense.
  - 11.6. Any shortfall on sale or expenses of disposal shall be payable by the defaulting member to the Club as a debt.
  - 11.7. In exercise of its power of sale or disposal the Club shall act reasonably at all times.
  - 11.8. In the event that a defaulting member cannot be traced any sums due to them following a sale shall be placed on bank deposit for a period of 5 years following the sale. If the defaulting member makes no claim within the 5 year period the sums on deposit with accrued interest shall become the property of the Club.
12. Liaison With Troon Yacht Haven And Others
- 12.1. Club members are expressly forbidden from having any communication, verbal, electronic or written, with Troon Yacht Haven management or staff regarding any issue relating to any of the facilities or services provided by TYH to Troon Cruising Club other than in an emergency situation, when a member of the Council must be informed as soon as possible.
  - 12.2. All issues regarding TYH must be directed in writing to the Council who will take the matter up on member's behalf through the appointed Marina Liaison Officers.
  - 12.3. Under no circumstances shall an employee of TYH be personally remonstrated with or reprimanded by a member.
  - 12.4. This will not apply to the purchase of any private service or contract entered into by the member with TYH or its franchise holders. In such a situation the member's arrangement with TYH will be deemed wholly independent of TCC. Notwithstanding the above, members shall conduct themselves in their dealings with TYH in such a manner as not to bring the club or its membership into disrepute.
  - 12.5. Club members are expressly forbidden from having any communication, verbal, electronic or written, with any contractor or supplier regarding Club business unless specifically authorised by the Council.

## Summary of Key Dates and Timescales

### Key dates:

- November 30th: End of Financial Year.
- 10th January: Latest date for return of Mooring Renewal Form.
- First Wednesday in February: Latest date for AGM.

### As advised on invoices:

- Latest date for payment of membership subscriptions.
- Latest date for payment of berthing fees.
- Latest date for payment of berthing fees.

### Timescales:

- 28 days prior to AGM: Latest date for notice of AGM.
- 14 days prior to AGM: Latest date for notice of motion to AGM.
- 7 days prior to AGM: Latest date for AGM agenda to membership.