

RICKMANSWORTH 1998 WATER SKI CLUB

CLUB RULES

- 1 Name and Location The Club shall be called 'Rickmansworth 1998 Water Ski Club' (herein after referred to as "The Club").

The Club was previously known as 'Westhorpe Water Ski Club'.

As from 4th April 1998 the Club will be located at The Boathouse, Batchworth Lake, Rickmansworth Aquadrome, Rickmansworth, Herts.
- 2 Objectives The objectives of the Club are:
 - (a) to promote the sport of waterskiing
 - (b) to provide skiing facilities for members
 - (c) to provide and maintain boats, clubhouse, jetties and other equipment for the use of the club members and visitors
 - (d) to promote a family based club with options of:
 - Club Sessions
 - Pre Booked Sessions
 - Coaching Sessions
 - (e) to provide good value for money for its members
 - (f) to provide skiing facilities for non members from the local community
- 3 Constitution The Club shall consist of Honorary members, Individual members, Senior members, Junior members and Infant members. The total number of members in any one year shall not exceed the number agreed by the Committee for that season (such agreement to be based on logistical or operational grounds only).
- 4 Affiliation to the BWS The Club shall be affiliated to British Water Ski and all skiing members shall be enrolled as members thereof:
- 5 Membership Membership of the Club shall be open to anyone interested in the sport of waterskiing on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion, or other beliefs. However, limitation of membership according to available facilities is allowable on a non-discriminatory basis. The Club Committee may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute.
 - (a) Persons shall be eligible for individual (and Senior) membership provided that:
 - (i) They are 18 years of age or older.
 - (ii) They always undertake to wear a buoyancy aid and an appropriate wet or dry suit.
 - (iii) They sign an undertaking that they absolve the Club, its Officers, Management 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.
 - (iv) They agree to abide by the Rules and Regulations of the Club
 - (v) They have paid their annual subscription
 - (b) Persons shall be eligible for junior membership without a right to hold office or exercise the power of voting provided that:
 - (i) They are under 18 years of age.

- (ii) They always undertake to wear a buoyancy aid and an appropriate wet or dry suit.
 - (iii) They have paid their annual subscription.
 - (iv) Their parents or guardians give their consent to their becoming Junior members and also sign an undertaking as stated in 5 (a)(iii) and (iv) above.
- (c) Persons shall be eligible for Infant membership without a right to hold office or exercise the power of voting provided that:
- (i) They are under 10 years of age.
 - (ii) They always undertake to wear a buoyancy aid and an appropriate wet or dry suit.
 - (iii) They have paid their annual subscription.
 - (iv) At least one parent or guardian is a full member of the Club as defined in (a).
 - (v) Their parents or guardians give their consent to their becoming Infant members and also sign an undertaking as stated in 5 (a)(iii) and (iv) above.
- (d) In recognition of long standing previous membership and service to the Club, the Committee may elect an individual for Honorary membership.
- (e) Members' guests and day visitors must sign an undertaking as stated in 5(a)(iii) and (iv) above.
- (f) Acceptance of applications for new memberships shall be at the discretion of the Committee and for the first 6 months, the new member shall be considered to be on probation. Any breach of the Club's Rules or Bye Laws shall be considered sufficient reason for termination of the membership and a pro rata refund of any subscription paid shall be offered.
- (g) Junior and Infant members have no voting rights.

6 Proposals of Candidates

All applications for membership shall be accompanied by a remittance for the amount of the first annual subscription plus a security deposit (refunded after 12 months membership) and shall be made in writing and signed by the candidate. On acceptance of a new member by the Committee, the Membership Secretary shall notify the same to him/her in writing and shall send him/her a copy of the Club Rules. No person shall be admitted to the Club as a member until the Secretary has notified him/her of their acceptance. New members will be required to pay for their tows in advance until the end of their probationary period. A junior member wishing to become a full member may do so upon the payment of the amount necessary to raise his previous subscription in any one season up to the level of that of a full skiing member.

7 Subscriptions, Finances & Accounts

Details of subscriptions and tow fees for the forthcoming season are available at the Annual General Meeting, and are dispatched to current members prior to the beginning of the season. Subscriptions are to be agreed by the Club annually at the AGM, and the Club will keep subscriptions at levels that will not pose a significant obstacle to people participating.

A Member's annual subscription shall become due annually on the 1st April, or, if they first joined after 1st April 2002, it shall become due annually on the anniversary of their first joining the Club.

Tow fees must be paid in advance of skiing. Members will receive a monthly invoice detailing the tows taken in the previous month. The invoice will recommend a payment for the forthcoming month and Members are

required to pre-pay this amount. Members whose accounts fall into arrears will be barred from skiing until all arrears are paid and further prepayment made to cover at least another month's anticipated skiing.

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

- 8 Voting Rights No member shall be entitled to take part in the activities of the Club or to exercise voting rights unless they pay the appropriate subscription for the current year, all arrears have been paid and an undertaking as outlined in 5(a)(iii) and (iv) signed.
- 9 Visitors/Guests Members' guests will have priority over visitors. However, both guests and visitors will be encouraged to ski at the club, but members will have priority. Drivers will endeavour to fit visitors into the skiing list according to the Club's Skiing Bye Laws.
- 10 Conduct of Members It shall be the duty of every member to take every available means to put a stop to any infringements of the Rules brought to their attention and report them to the Committee through the Club Secretary.
- (a) If at any time the Committee shall be of the opinion that the interests of the Club so require (by reference to clause 5 above), they may by letter invite any member to resign from the Club within a time specified in such letter. In default of their resignation, the question of the expulsion of that member shall be considered by the Committee. For the purpose of this rule the vote of at least two thirds of the whole Committee shall be necessary.
 - (b) The Committee shall have the right at its absolute discretion to suspend any member pending the outcome of any procedure arising from clause 10 (a).
 - (c) In the event of 10(a) or (b), or the refusal to admit a prospective member (to be referred to as "member" for the purpose of this clause), the Member shall have a right of appeal to a 3 person panel comprising 1 member representative nominated by the committee, 1 member representative nominated by the member in question, and a further member representative to be agreed by the first two representatives on the panel. In the event that the panel is unable to agree on a third representative, the decision will be passed to the Governing Body whose decision shall be final and binding. Any notice of appeal shall be served on the committee within 21 days of the decision complained of. Nominations of panel members and submissions are to be exchanged in writing 14 days thereafter, and the appeal shall be heard within 14 days, or within 14 days of the nomination of the 3rd panel member whichever is later. The finding of the appeal panel shall be final and binding.
- 11 Effect of Ceasing to be a Member Any person on ceasing to be a member of the Club shall forfeit all rights associated with membership and shall not hold any claim upon the Club or its property.
- 12 Officers & Committee The following shall be Officers of the Club:
- Chairperson
 - Secretary
 - Treasurer

The day to day management of the Club shall be deputised to an annually elected Committee composed of the Officers of the Club and between 2 and 4 committee members without portfolio. The Chairperson shall have a casting vote. The Committee shall retire annually, but shall be eligible for re-election. The Committee, (nominated with their consent) shall be elected at the Annual General Meeting.

The Committee is able to operate with the support of non committee positions. As an example, this functionality could include; Boats and Equipment, Development, Social and Club Captain or other tasks deemed necessary by the Committee. These roles would report to a Committee member.

- 13 Trustees
- The Club may appoint between 3 and 5 Trustees in whom shall be vested the property of the Club (Freehold or Leasehold). Such property shall be dealt with by the Trustees as the Club Committee shall from time to time direct by resolution (of which an entry in the minute book shall be conclusive evidence).
- The Trustees shall be indemnified against risk and expense out of the property of the Club.
- Trustees must be current members of the Club as defined in rules 5(a) and (d) and are normally to be appointed for a 3 year term.
- 14 Governing Body
- There shall be established a Governing Body comprising those members of the Club who have been appointed as Trustees under clause 13 above. The Governing Body shall be entitled to ask the Committee to provide a report on any aspect of the management of the Club (on reasonable notice) and will be charged with the duty of approving an appropriate method of applying the Club's assets on dissolution pursuant to clause 23 below.
- 15 Annual Meetings
- The Annual General Meeting of the Club shall be held in the month of March each year, or in such other month the Committee may decide, and upon a date and time to be fixed by the Committee and at least 14 days notice thereof shall be given to every member. Any member desirous of moving a resolution at the Annual General Meeting should give at least 10 days notice in writing thereof to the Club Secretary Any member desirous of making a nomination for an Officer or Committee position must similarly (and with the nominees consent) give at least 10 days notice in writing thereof to the Club Secretary.
- 16 Extraordinary General Meetings
- The Committee may at any time and for any purpose call a Extraordinary General Meeting and shall be required to do so forthwith upon the requisition in writing of any twenty members qualified to vote, stating the purposes for which the meeting is required. At least 14 days notice of a Extraordinary General Meeting shall be given to every member.
- 17 General Meetings
- All voting at the Annual General Meeting and at Extraordinary General Meetings shall be decided by a simple majority.
- 18 Quorum
- The quorum at General Meetings shall be 12 members. The Quorum at Committee Meetings shall be half of the Committee with the Chairperson having the casting vote.
- 19 Club Bye Laws & Regulations
- The Committee may from time to time make, repeal and amend all such Bye Laws and Regulations (not inconsistent with these Rules) as they shall think expedient for the management and well being of the Club. All such Bye Laws shall be binding upon the members until repealed.
- 20 Club Rules
- The Rules may be amended in accordance with resolutions voted upon and passed at the Annual General Meeting or an Extraordinary General Meeting convened for that purpose. All members shall receive details of proposed changes no less than 28 days before the General Meeting.
- 21 Tow Fees
- The rates for skiing each season shall be proposed at the Annual General Meeting. The Committee have the power to vary these rates without notice, as circumstances may demand (subject to the condition that any such variation should not pose a significant obstacle to people participating). Any

such alteration shall be posted on the Club noticeboard with the date from which they shall become effective.

22 Insurance

The Club shall effect in respect of its boats an insurance against third party liability to a minimum amount of £1,000,000 in anyone accident or series of accidents constituting one occurrence. Such insurance shall be effective whether the boats are being driven by a club member or by any person with the Committees consent.

23 Dissolution

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 Extraordinary General Meeting held not less than one month thereafter, at which not less than 75% of the voting members shall be present, be confirmed by a resolution passed by a majority of the members voting thereon, the Committee shall thereupon, or at such later date as shall be specified in such resolution, proceed to realize the property of the Club and discharge all outstanding liabilities including outstanding lease payments, rates, sports council loans, finance on boats, and other bona fide debts. Any surplus after such realization shall be applied to one of the following purposes outlined below as the Governing Body in its absolute discretion considers appropriate at the relevant time:

- The purposes of British Water Ski (being the sport's governing body) for use in a related community sport,
- The purposes of another CASC,
- The purposes of a charity.

Upon the completion of such application, the Club shall be dissolved.

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