

HLSTC Conditions of Membership 2023

Introduction:

Hawley Lake Sail Training Centre (HLSTC) is a 'Charitable Company'... that is: A Company Limited by Guarantee (No. 08168197) and a Registered Charity (No. 1149489). It operates as a Membership Club and Watersports Training Centre on premises leased from the Ministry of Defence, through the Defence Infrastructure Organisation. These rules are in place to:

- Ensure that HLSTC complies with the requirements of Charitable Status & Company Law
- Describe the Membership structure, entitlements and restrictions
- Outline the conduct expected of Members
- Provide a framework for the operation of the Training Centre
- Ensure that HLSTC complies with the terms of the lease

Compliance with these rules is a condition of Membership and/or participation in training courses.

These rules are in part based on the 'Articles of Association of Hawley Lake Sail Training Centre' (Articles), a copy of which is available at the HLSTC Office. These rules may at times refer to these Articles in a general manner that is not 'verbatim'. In all such cases it is the Articles that shall be taken as the definitive version.

Objects of HLSTC:

The objects for which the Charity is established are specifically restricted to:

- The promotion of the efficiency of the armed forces of the Crown by the provision of facilities for the sport of sailing and other watersports
- The promotion of community participation in healthy recreation by the provision of facilities for the sport of sailing and other watersports
- The advancement of education and training by the provision of facilities for the sport of sailing and other watersports

General Organisation of HLSTC

HLSTC is recognised as an Army Sailing Association (ASA) Centre. It shares use of Hawley Lake with authorised military users, including 3 RSME at 'Hawley Hard' and Aldershot Garrison Angling Club. Military training operating from Hawley Hard takes precedence over HLSTC activities; however restrictions are usually agreed in advance.

HLSTC is managed by the Centre Manager, aided by an Executive Committee. The Manager is responsible to the Board of Trustees and reports to the Chair of Trustees. The Executive Committee are supported by further Elected or Co-Opted members.

	PART 1: MANAGEMENT	
1	Trustees	
1.1	The Trustees are the Directors of the Charity and collectively form the Board of Directors of the Charitable Company	
1.2	<ul style="list-style-type: none"> There shall be a maximum of five Trustees, appointed for three years by Ordinary Resolution at an Annual General Meeting (or appointed by the Board of Trustees to fill a vacancy) 	
1.3	Trustees shall meet together to conduct their business as and when they see fit.	
2	Executive Committee	
2.1	The Committee shall comprise of Ex Officio members, and members elected at an AGM:	
	<ul style="list-style-type: none"> General Manager RYA Training Principal Sailing Secretary Maintenance Member Members' Representative Youth Co-ordinator Water-ski Member Social Secretary 	<ul style="list-style-type: none"> Employed by HLSTC Employed by HLSTC Elected Member Elected Member Elected Member Elected Member Elected Member Elected Member Elected Member
2.2	Executive Committee Members may be supported by Elected or Co-Opted members fulfilling, but not limited to, the following roles:	
2.3	<p>Sailing Secretary:</p> <ul style="list-style-type: none"> - Racing - Cruising - Duties - Open Days <p>Maintenance:</p> <ul style="list-style-type: none"> - Projects – Reactive - Projects – Planned - Special Projects - Property/Assets <p>Youth:</p> <ul style="list-style-type: none"> Club sessions Events 	<p>Members' Representative:</p> <ul style="list-style-type: none"> - Members' forum - Club events - Entertainment
2.4	The Executive Committee will meet quarterly. At each meeting Committee Members shall submit a report on activity and outline plans for the coming quarter.	
2.5	Executive Members shall meet and/or communicate with supporting Members as and when required by activities, task or events.	
3	General Meetings	
3.1	An Annual General Meeting (AGM) shall be held each year and not more than 15 months may elapse between successive Annual General Meetings.	

3.2	A General Meeting (including an AGM) shall be called by at least 14 days' clear notice.
3.3	A Member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote in their stead and that proxy need not be a member.
3.4	Ordinary and Special Resolutions shall be set out in the notice of meeting.
3.5	The quorum for General Meetings shall be one-tenth of the number of members entitled to vote upon the business to be transacted. A Member's proxy shall count for the purposes of the quorum.
	PART 2: MEMBERSHIP
4	Applying for Membership
4.1	Application for membership must be made by completing an approved Application form. Renewal of membership must be made by completion of an approved renewal form.
4.2	No person shall become a member unless the board of Trustees, or appointed representatives, have approved the application.
4.3	Membership runs from 1 st March to the last day of February in the following year. New members may join at any point during the year.
4.4	New adult, civilian, members shall pay a Joining Fee in addition to the annual membership fee unless waived by virtue of attending a training course run by HLSTC.
4.5	New Members must have a minimum level of competency in their chosen craft as follows: Dinghy: RYA Adult Level 2; RYA Youth Stage 2(to join at Youth Club level); RYA Youth Stage 3 to sail independently outside Youth Club; certified qualifications or equivalent experience are accepted. Kayak: HLSTC 'Taster' session, certified qualifications or equivalent experience are accepted. SUP: HLSTC 'Taster' session or certified qualifications or equivalent experience are accepted.
5	Classes of Membership
5.1	The Trustees may establish different classes of membership and prescribe and vary their respective rights, privileges, and obligations.
5.2	The following membership classes exist at HLSTC:
i	Individual: One person aged 18 or over on 1 st March in that membership year.
ii	Family: Two named adults living at the same address, including any children. OR... Single-parent with children. ('Children' are under 18 on date of joining/renewal. Or under 23 and in full-time education)
iii	Junior: Over 8 but under 18 on 1st March in that membership year.
iv	Student: Over 18 but under 23 on 1st March in that membership year and in full-time education.
v	Individual Senior: 65 or over on 1st March of that membership year.
vi	Family Senior: Two named adults living at the same address, one of whom is over 65 and the other over 60 on 1st March in that membership year.
vii	Associate: An individual who wishes to be a member but who does not wish to use the lake itself. They may be non-sailors or may crew for other members.
viii	Water-Ski: Individual HLSTC Members who have been accepted by the Water-Ski Section.
ix	Water-Ski Family: Two named adults living at the same address, including any children 18 or over. OR... Single-parent with children. ('Children' are under 18 on 1st March in that year. Or under 23 and in full-time education) whom have been accepted by the Water-Ski Section.
x	Group – Can be Youth or Adult, Civilian or Military.
5.3	Individual & Family Memberships can be classed as Civilian or Military. Discounts may be applied to Military Memberships.
5.4	Fees shall apply for the storage of boats and equipment.

5.5	Individual & Family Memberships that do not keep a dinghy or kayak at HLSTC or do not own their own kayak/SUP must subscribe to an annual 'Pass'. This entitles them to use of Club owned equipment.
5.6	Junior Members & Juniors within Family Memberships who wish to take part in HLSTC organised youth sailing activities must own a suitable 'Junior' dinghy or must subscribe to a 'Junior Dinghy Pass'.
6	Fees
6.1	Fees shall be set at the AGM for the coming membership year.
7	Guests
7.1	Members are entitled to bring guests to the Club on 5 occasions each year. This does not include Junior, Associate & Group members.
8	Club Duty
8.1	It is a condition of certain classes of membership that Members undertake a set number of hours of 'Club Duty/Maintenance'. Members who do not fulfil their 'Duty' obligation shall be charged a Waiver Fee at the time of membership renewal. The classes of membership included; the number of hours required and the Waiver Fee are decided as part of the Fee setting at each AGM.
9	Membership Renewal
9.1	HLSTC will endeavour to send Renewal Notices to all members by 31 st January. Any information contained in the Notice must be checked by the Member.
9.2	Renewal is completed by making full payment for any applicable Fees and by returning a signed Renewal form. This must be completed by the last day of February (the Due Date) unless otherwise notified in writing by HLSTC.
9.3	Unless alternative arrangements are agreed with HLSTC, Members who do not renew by the Due Date will have their membership suspended for a period of up to one month. During this time they may not use the Club facilities or equipment. If they make a renewal payment during this period, their Membership will be reinstated without further charge or penalty.
9.4	After one month from the Due Date, anyone who has not renewed their membership will cease to be a Member of HLSTC. After this point they may re-join, subject to approval by the Trustees, but shall have to pay any applicable Joining Fee.
9.5	If you have any craft stored here, but do not renew your membership, you must remove it by 1 st April. Any craft left here after 1 st April on which the relevant dues have not been paid, will be subject to an 'overstay' fee to be determined each year. Any unpaid craft still here on 1 st July, will be deemed 'abandoned' and may be disposed of. If this happens, you will still be liable for any 'overstay' fees.
10	Termination of Membership

10.1	<p>A person shall forthwith cease to be a Member:</p> <ul style="list-style-type: none"> a) if the Member is removed by notice in writing to HLSTC signed by a majority of the remaining Members; b) if the Member is removed by a Trustees' resolution that it is in the best interests of the Club that his/her Membership is terminated, provided that such a resolution may only be passed if: <ul style="list-style-type: none"> i) he/she has been given at least 21 days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed; and ii) he/she, or at the option of the relevant Member, his/her representative (who need not be a Member) has been allowed to make representations to the meeting; c) if by notice in writing to the Club, the Member resigns his/her membership; d) if in the case of an individual, he/she dies, or the Member being a corporation, an order is made or resolution is passed for its winding up or administration or distribution or it has a receiver appointed over all or some part of its assets; e) if in the case of an individual, he/she becomes incapable by reason of mental disorder, illness or injury of managing and administering his/her own affairs; f) if in the case of an individual, he/she ceases to hold office as a Trustee of any company by reason of any order made under the Charity Trustees Disqualification Act 1986, or by virtue of any provision of the Statutes; or g) if he/she is removed from office as a Trustee by a resolution duly passed pursuant to Section 168 of the Act; or h) if any subscription or other sum payable by the Member is not paid on the due date and remains unpaid one month after notice is served on the Member on behalf of the Trustees informing him/her that he/she will be removed from the membership if it is not paid; or i) if the Member does anything which in the reasonable opinion of the Trustees brings or is likely to bring the name and reputation of the Club, and/or its Members and/or 3 RSME Regiment into disrepute.
11	Refunds & Compensation
11.1	Refunds shall not be given in the event of membership being terminated for whatever reason.
11.2	It is a condition of membership that each Member accepts that there may be unforeseen circumstances that lead to the facility (lake and premises) being closed with or without prior warning. In the event of such a closure, HLSTC will not be liable for compensating any member or membership group.
11.3	Membership of HLSTC is non-transferable.
PART3: GENERAL CONDITIONS	
12	Personal Craft & Equipment at HLSTC – Safety & Insurance
12.1	Members using their own craft or equipment at HLSTC must ensure that it is fit for purpose and is safe to use.
12.2	Members' own craft and equipment must be insured for a minimum of £2,000,000 third-party risks. HLSTC will not be liable for any loss or damage suffered by or caused by Members using their own craft or equipment. Members who take part in Racing must have insurance that covers 'racing risks'.
13	Personal Craft & Equipment at HLSTC – Compound Storage

13.1	Members must have paid for compound storage and have an allocated compound space before bringing their own craft to HLSTC.
13.2	Identification stickers issued by HLSTC must be clearly visible on the craft to which they relate. Unidentified craft may be impounded if it is not clear that any relevant fees have been paid.
13.3	Trolleys must be clearly labelled with the owner's name so that they can be identified when they are left whilst boats are afloat.
13.4	Trailers or other equipment stored away from Members' boats must be clearly identified.
13.5	Boats in the compound must have a fitted cover (not tarpaulin, sheeting etc.).
13.6	Masts must be upright or separate rack storage arranged, not left on top of boats unless they are 2-part masts that can be stored within the overall length of the boat.
13.7	No other equipment may be left under the boat, including spare trolleys or other sporting equipment. Each member is responsible for keeping their compound space tidy and free from debris.
13.8	Members may carry out maintenance task to their boats providing that: There is no inconvenience to other members, no resultant pollution (inc. noise), tools and substances being used do not create a hazard, the boat is in a safe position, no damage is caused to HLSTC facilities and equipment or other members' boats. Maintenance work must not impede any HLSTC or other members' activity. The area used must be left clean and tidy. No pollutants are to enter the lake, in the event that this should occur then it should immediately be reported to a member of staff.
13.9	To ensure the security of Members' craft, anyone wishing to remove their boat from the site should inform the HLSTC office in advance and in any event must have their membership card and photo ID to show the Duty Officer/Manager. It should also be indicated when craft are likely to be returned. If boats have been used at another inland site, they must be washed down before returning to HLSTC. (This is to help prevent the spread of weed, pollutants or invasive species)
13.10	Members who sell their boat must inform HLSTC and arrange for its prompt removal from the site. Care should be taken that there is continuity of insurance cover. New owners are welcome to apply for membership but compound spaces cannot be transferred.
13.11	Storage of any other equipment is at the discretion of the HLSTC Manager.
14	Use of the Lake/Safety Afloat
14.1	No Water Activities (with the exception of Wakeboarding/Water Skiing) are to take place without appropriate safety cover available.
14.2	Appropriate personal buoyancy must be worn within one metre of the water's edge, on slipways or afloat, including whilst boarding any boat etc. Members must provide their own personal buoyancy.
14.3	Members are solely responsible for making the decision to go afloat, giving proper consideration to the conditions, their personal ability and the ability of anyone with them.
14.4	Despite the provisions of 14.3, Members will comply with any restriction imposed by the Manager/Sailing Principal or an OOD acting on their behalf, including (but not limited to): Area to be used, prohibition to go afloat or instruction to return to shore.
14.5	Members racing dinghies are expected to comply with the 'Racing Rules of Sailing', particularly the requirement to avoid collisions. Members doing Water Activities other than racing are expected to give consideration to those who are racing and avoid impeding them. However, this does not exempt those racing from the requirements of the IRPCS ('Rules of the Road'). In all events, Members are expected to be courteous to one another. Members must familiarise themselves with areas of the lake given to specific activities to allow all users proper enjoyment of the water. Consideration must be given at all times to newly qualified and novice sailors under tuition.
14.6	Members are expected to give whatever assistance they can in the event of another user being in distress or difficulty.
14.7	To avoid any risks from hazards or debris, users of the lake are not to enter the water within 5m of the banks, except at known safe areas on the Club shore only, i.e., slipways or Club Beach.
14.8	Consideration is to be given to Anglers using the lake. They can be difficult to see when sailing close to the banks so check before sailing and be observant. In the event of becoming entangled in line etc, raise centreboard/daggerboard and rudder quickly. Apologise and remain polite.

	Anglers should respond likewise, but if not, remain calm and report to HLSTC Manger or OOD. Channels behind our islands may be put out of bounds at short notice to accommodate anglers, particularly when water levels drop.
14.9	The Military have priority over use of the lake. Potential clashes should be de-conflicted beforehand, but if any arise, please comply with any requests from Military Personnel to move to another area.
15	Children on Site
15.1	Children under 12 must have a responsible adult on site.
15.2	Parents/Carers are responsible for their child's behaviour whilst they are at HLSTC, whether they are on-site with them or not.
15.3	Children are to be appropriately supervised, particularly with regard to safety around water, e.g. wearing of buoyancy aids.
16	Dogs on Site
16.1	Well behaved dogs who are fully under control are permitted on site. This may require dogs to be on a lead.
16.2	Dogs are not to foul the site and owners must immediately clean up after their dog.
17	Swimming
17.1	Swimming is not permitted in Hawley Lake.
18	Car Parking
18.1	Members, guests and course participants can park their cars in the area outside the entrance gate.
18.2	Members can bring their car on site with permission from the OOD/Office, e.g to collect their boat or load/offload equipment. Cars are not to be left parked on site whilst members go sailing or are otherwise not immediately available to move the car if required.
19	Music
19.1	To allow proper enjoyment of HLSTC, members may not play music during normal opening hours. Exceptions to this may be made for authorised events, or where one group has sole use of the facilities.
20.	Photography
	<p>1. Photography: As a general rule we do not allow any unauthorised photography / filming on HLSTC grounds for security and Child Protection reasons, however there are exceptions:</p> <p>i) Staff may take photographs for potential brochures and advertising, but only with direct permission from the Principal or General Manager. Image file may only be downloaded to HLSTC computers and copies may not be taken for personal use of staff. All clients must sign the terms and conditions when booking which allows HLSTC to do this. No under 18s are to be named on media accessible to the public.</p> <p>ii) Parents of children may film and take photographs if they have been granted permission from the Principal / General Manager. and will be advised that they are not to take photographs of other children on the course where possible.</p> <p>2. Media: No contact with the Media is authorised. Should any reporters or media employees contact a member of staff to comment on an issue or ask to access the site, this should be reported first to General Manager of the Centre who will decide what action / statement should be released</p> <p>3. No drones may be flown from the Club premises without prior permission from the Club General Manager.</p>