

CARGREEN YACHT CLUB LIMITED



CLUB RULES

November 2022

Coombe Lane, Cargreen, Saltash, Cornwall PL12 6PB

A company limited by guarantee and without a share capital.
Companies Registry number 5121798
Registered Office: The Clubhouse, Coombe Lane, Cargreen PL12 6PB

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SECTION 1 – Rules, Bye-laws and Compliance

1.1 Club Rules. The Articles of Association (Arts. 14, 57 & 58) of the Cargreen Yacht Club Ltd. provide that Club Rules be adopted only by resolution at an Annual General Meeting of the Company or by Special Resolution of the Company in general meeting.

However, in very exceptional circumstances, the Committee may amend them by posting such amendment in the Clubhouse. The amendment would then have the force of a rule until the next Annual General Meeting.

1.2 Bye-laws. The Articles of Association (Art. 59) also authorise the Committee to make bye-laws as it shall from time to time determine.

At present there are Clubhouse & Site, Moorings and Boatwatch Bye-laws and Health & Safety, Data Privacy and Abandoned Boat Policies. In general, Policies are the Club's implementation of of statutory requirements including the requirement to have a policy.

Such bye-laws shall remain in effect unless amended by vote at an Annual General Meeting.

1.3 Members' Compliance. The Articles of Association (Arts 10, 12 and 13) describe members' expected compliance with the Club's Rules and Bye-laws, punctual payment of fees, and general conduct, and penalties for default.

SECTION 2 – Membership

2.1 Categories of Voting Membership. There shall be the following categories of membership entitled to vote at meetings of the Club and with rights and privileges as indicated hereunder unless otherwise stated:-

- a) **Full Members.** A Full Member is a person who, at the date of admission, is over the age of 18 and who shall have one vote and the full use of all Club facilities.
- b) **Full Life Members.** Full Life Members (including Full Life Family Members) have the rights and privileges of a Full or Family Member for life. Although no annual membership fee is payable, Full Life Members are required to agree to the terms and conditions of membership as directed at annual renewal to be covered by Club insurance and validate the CASC criteria. Failure to renew membership will be taken as retirement from membership. This category of membership is no longer available.
- c) **Family Members.** Family Members are defined as a pair of spousal or cohabitation related Members over the age of 18, and those children for whom they have recognised parental responsibility under the age of 18. Each registered adult shall have one vote and the family shall have the full use of all Club's facilities subject only to paragraph 6.2 below.

A Family Member being between the ages of 14 and 18 (if appropriate) may transfer to Student Membership without payment of an entrance fee. At 18 such a member must transfer to Student Membership or become a Full Member.

- d) **Honorary Life Members.** The Committee may nominate at an AGM distinguished members for election as Honorary Life Members for long and/or meritorious service to the Club. Honorary Life Members may vote and have the privileges of Full Members but shall pay no subscriptions. Further, they shall be awarded, and entitled to fly, a Club burgee.

The number of Honorary Life Members normally shall not exceed six.

- e) **Honorary Life Flag Officers.** The Committee may nominate for election at an annual general meeting a distinguished member as an Honorary Flag Officer for exceptional services to the Club or in recognition of outstanding yachting achievement. Such Honorary Life Flag Officers may vote and shall have the rights and privileges of Full Members but shall pay no

subscription. Furthermore they shall be awarded and shall be entitled to fly a distinctive broad pennant.

The number of Honorary Life Flag Officers shall not normally exceed three.

2.2 Categories of Non-Voting Membership. There shall be the following categories of membership not entitled to vote at meetings of the Club but with other rights and privileges as indicated hereunder unless otherwise stated:-

a) **Honorary Members.** The Committee may nominate at an AGM distinguished non-members for election as Honorary Members for services to the Club or in recognition of particular yachting achievements. Honorary Members have no right to or claim upon the property of the Club and shall not have a vote. Otherwise they shall be subject to the rules and privileges of Full Members.

Honorary Members shall be exempt from an entrance fee and annual subscriptions for up to 5 years, after which Honorary Membership shall lapse but Full or Family Membership may commence upon payment of then current subscriptions. Honorary Members shall be awarded and entitled to fly the Club burgee.

The number of Honorary Members normally shall not exceed six.

b) **Student Members.** A young person who is over 14 years of age and receiving full-time education, or in circumstances which the Committee may in its discretion deem to qualify, and who is not a Cadet Section or Family Member may be elected a Student Member. Student Members have full use of all Club facilities, subject to paragraphs 6.2 below, but shall not have a vote.

A parental indemnity is required in respect of those under the age of 18. A key or fob may be issued only to those over the age of 18 at the discretion of the Committee and subject to payment of the normal administrative charge.

(The entrance fee and annual subscription will normally be one third of the rates for a Full Member but may be waived or varied at the discretion of the Committee).

c) **Cadet Members.** A young person being over the age of 10 and under 18 and a member of the Cadet Section may be elected a Cadet Member. They shall have no vote but shall have the full use of all Club facilities whilst supervised by an adult member subject only to paragraph 6.2 below.

d) **Cadet Volunteer Helpers.** The Committee may elect parents of Cadets, and other persons who volunteer to assist with sailing, catering and other aspects of Cadet activities, to become Cadet Volunteer Helpers. Their membership shall be reviewed annually and they should be suitably qualified for the tasks being undertaken, in line with RYA guidelines.

They shall have no voting rights, or use of the Club's facilities, except in connection with specific Cadet activities or as otherwise determined by the Committee. They shall be subject to the Club Rules applicable at the time of their respective visits and shall have no right to enter Club races or regattas unless specially authorised by the Officer of the Day.

Such members shall have no right to introduce visitors to the Club or facilities thereof, or to take part in the management of the Club, and are deemed to have notice of the Club Rules and will be bound by them as if they were Full Members of the Club.

e) **Group Members.** Group membership may be granted to recognised organisations (including educational establishments) which wish to participate in yachting activities at Cargreen.

Such organisations will have no vote, but may have the full use of the Club's facilities subject to Club Rules as may be varied from time to time by the Committee.

Such groups may nominate a person to represent the Group in dealings with the Club.

Such members shall have no right to introduce visitors to the Club or facilities thereof, or to take part in the management of the Club, and are deemed to have notice of the Club Rules and will be bound by them as if they were Full Members of the Club.

f) **Temporary Members.** The Committee (or the Secretary on behalf of the Committee) may grant visiting yachtsmen and women who are members of other RYA affiliated clubs Temporary Membership for a period of not more than 21 days.

Temporary members shall have no vote, but shall have the full use of the Club's facilities subject to Club Rules applicable at the time of their respective visits. Such a member shall have no right to enter Club races or regattas unless specially authorised by the Officer of the Day.

Such members shall have no right to introduce visitors to the Club or facilities thereof, or to take part in the management of the Club, and are deemed to

have notice of the Club Rules and will be bound by them as if they were Full Members of the Club.

g) Temporary Members and Group Members shall be liable to be expelled from the Club's premises or prohibited from using the Club's facilities if, in the opinion of a Committee Member, he or she shall not have reasonably complied with the prevailing conditions.

2.3 Active Sailors. As a guideline 75% of Full and Family membership shall be active yacht or dinghy owners, or active sailors.

2.4 Geographical Area. As a guideline 75% of Club adult membership (Full and Family Members) shall reside within a 25 mile radius of the Clubhouse.

2.5 Admission of Members. Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs; or of age, sex or disability except as a necessary consequence of the requirements of yachting as a particular sport (Art. 5)

a) The application for membership shall be in the form prescribed from time to time by the Committee.

b) Applicants may be admitted by a simple majority vote of the Committee. The Membership Secretary may admit applicants to membership between Committee meetings but shall report all such at the next Committee meeting.

c) The Membership Secretary shall inform each applicant in writing or by email of the candidate's admission to membership and request necessary payments.

2.6 Members' Addresses. Every Member shall furnish the Membership Secretary with an up to date address for correspondence and e-mail address (where available) which shall be recorded in the Register of Members and any notice posted to either such address shall be deemed to have been duly delivered

2.7 General Data Protection Regulation 2016. Application for membership includes giving consent for the Club to hold and process

personal data. Such data shall be used only for the efficient administration of the Club and shall not be divulged outside the Club.

Withdrawal of consent shall constitute withdrawal from membership of the Club.

2.8 Retirement from Membership. A member shall withdraw from membership by giving notice in writing (including by email) to the Secretary (or Membership Secretary) and shall not then be liable to pay the subscription for the following membership year. Upon reapplication by a former member the Committee may in its absolute discretion excuse the payment of an entrance fee.

Members who are not liable to pay a membership fee but do not confirm their details at the annual renewal shall be taken to have withdrawn from membership.

2.9 Use of Club Premises. In order to comply with licensing laws no new Member except a Temporary or Group Member may use the Club premises, or any facilities of the Club until 48 hours have elapsed from the date of the notice of his or her admission.

SECTION 3 – *The Management of the Club*

3.1 Duties of the Committee. A Management committee (“the Committee”) shall direct and co-ordinate the Club’s affairs according to these Club Rules and Bye-laws (and in accordance with the Company’s Articles of Association) and shall cause the funds of the Club to be applied solely to the Objects of the Club or for a benevolent or charitable purpose decided at a general meeting.

The Committee shall have discretion to commit Club funds for capital projects or non-routine expenses to a limit of 25% of annual turnover; proposals for expenditure beyond that limit shall be approved at a general meeting of the Club before proceeding.

Health and safety considerations are to be a vital consideration for all Officers in their respective spheres of activity. They are to ensure that they are familiar with the Club’s Health & Safety Policy and that it is implemented.

3.2 Managers and Sub-Committees. The Committee may co-opt such managers and sub-committees as it may deem necessary and may delegate such of its powers as it may think fit upon such terms and conditions as shall be deemed expedient and/or required by law.

Such managers and sub-committees shall be Full or Family members of the Club and their names shall be published by general notice.

Managers whose responsibilities are a standing item on the agenda of Committee meetings shall have the right but not the obligation to submit a report to a Committee meeting and have that report included in the minutes of the meeting.

Health and safety considerations are to be a vital consideration for all managers in their respective spheres of activity. They are to ensure that they are familiar with the Club’s Health & Safety Policy and that it is implemented.

3.3 Bye-laws. The Committee shall make such bye-laws as it shall from time to time think fit and shall cause the same to be exhibited in the Clubhouse for fourteen days before the date of implementation.

Such bye-laws shall remain in force unless amended by a vote at a general meeting.

3.4 The Committee. The Committee shall comprise the Commodore, the Vice-Commodore, the Rear Commodore and up to nine other Officers, including the following whose duties of and responsibilities are set out below:

a) **The Commodore** shall be the senior Officer of the Club and chairman of the Committee. The Commodore is also an ex officio member of every sub-committee of the Club.

b) **The Honorary Secretary** shall:

1 Keep a register of Voting Members' names and addresses with the help of the Membership Secretary;

2 Conduct the correspondence of the Club and keep custody of all Club documents;

3 Keep full and accurate minutes of all meetings of the Club and the Committee which will be signed by the Chairman at the next following meeting;

4 Maintain contact with the Club's legal adviser to ensure that the Club's affairs are managed in accordance with the law; and

5 Maintain any certificates or registrations as may be required by law.

c) **The Honorary Treasurer** shall:

1 Keep such books as are necessary to give a true and fair view of the financial state of the Club and be responsible for its day to day finances;

2 Make all financial returns as may be required by law in due time;

3 Prepare an Annual Balance Sheet, ensure that it is independently inspected annually and exhibited in the Club premises at least 24 days before the AGM;

4 Administer such insurance policies as may be needed fully to protect the interests of the Club, its Officers and members; and

5 Ensure that the assets of the Club are fully and properly covered by insurance.

d) **The Clubhouse Officer** shall have responsibility for the Clubhouse and the Club site.

The Clubhouse Officer will ensure compliance by members and contractors with the Health and Safety at Work etc Act 1974 (as amended).

e) **The Sailing Officer** shall be responsible overall for sailing matters other than training. The Sailing Officer shall be responsible for all sailing events including both yacht and dinghy sailing events and regattas.

The Sailing Officer is also responsible for ensuring that events are run strictly in accordance with RYA recommendations and for the maintenance of the Club's safety boats.

f) **The Moorings Officer** shall be responsible for the allocation and administration of moorings within the Tamar River area leased by the Club and for the billing of mooring holders. The Moorings Officer also administers the 'Toast Rack' and Outboard Sheds.

The Moorings Officer is assisted by the Barge Master who shall be responsible for the laying, inspection and servicing of Club moorings and for the maintenance of the barge.

The Moorings Officer oversees the Club's Boatwatch scheme.

g) **The Training Officer** shall have responsibility for all adult and cadet training.

The Training Officer is to ensure that all courses are run in accordance with RYA recommendations and especially have regard to the requirements of the 1994 Activity Centres (Young Persons Safety) Act and the Child Protection Act 1989.

The Training Officer is also responsible (through the Bosun) for the maintenance of dinghies belonging to the Club.

h) **The Cadets Officer** shall have responsibility for cadet matters.

The Cadets Officer will organise and supervise recreational activities for cadets, and liaise with the Training Officer to plan training events. The Cadets Officer shall ensure that such activities are carried out safely with adequate supervision and consideration for other water users.

The Cadet Officer shall maintain such Cadet membership records as are necessary for the safe and efficient conduct of Cadet matters. The records are to be kept strictly in accordance with RYA recommendations and in line with the Club's Data Privacy Policy.

- i) The Training Officer and the Cadets Officer shall ensure that standards of proficiency are met with respect to safety boat drivers, boat maintenance, and child protection, and to promote inclusion of those individuals with special needs.
- j) **The Honorary Social Secretary** shall plan, organise and control the principal social events of the Club.
- k) **The Honorary Membership Secretary** shall collaborate with the Secretary to maintain the register of adult Club members' names and addresses and such other information as is need for the efficient administration of the Club in line with the Club's Data Privacy Policy.

The Membership Secretary is responsible for responding to membership enquiries and admitting new members to the Club.

- l) Notwithstanding the above the Committee may at any time vary the responsibilities and duties of the Officers by formal resolution.

3.5 The Vice Commodore and the Rear Commodore shall be the Flag Officers next senior respectively to the Commodore.

They may be any of the eleven other Officers of the Committee and may be proposed conjointly with one of the Officer posts (e.g. the proposal would be for Vice Commodore and Sailing Officer, or Rear Commodore and Treasurer, etc.).

Whilst progression from Rear Commodore to Vice Commodore to Commodore is the normal sequence, there is nothing to preclude anyone being proposed directly for any Flag Officer's post.

3.6 Broad Pennants. The Commodore, Vice Commodore and Rear Commodore, being the three senior officers of the Club, may fly their broad pennants when afloat.

3.7 Election. The Commodore and Officers comprising the Committee shall normally be elected in accordance with Articles 33 to 37 of the Club's Articles of Association.

3.8 Honoraria. The Committee shall have the power to grant honoraria to Club Officers and managers as approved at each AGM.

3.9 Members' Issues. A member wishing to have a matter discussed by the Committee shall in the first instance discuss the matter with an appropriate Officer and/or write to the Secretary.

3.10 Members' attendance at Committee Meetings. Attendance at Committee meetings is normally open for members to listen but they shall not interrupt proceedings. However they may be invited to contribute at the Chairman's discretion. The Committee may invite members and outside specialists to advise and report on particular issues as required.

3.11 Complaints. Serious complaints relating to the Club shall be addressed in writing to the Secretary as early as possible and then shall be raised by the Secretary as a matter of urgency at the next Committee meeting. Minor complaints should be raised with an appropriate Club Officer.

Complaints, other than minor ones, should be recorded in the minutes of a Committee meeting, especially if it is considered the outcome may be referred to in the future. The reference may afford anonymity to any member(s) involved and/or refer only to a more detailed account being held on file. If so, the confidential record of names and details should be filed in a sealed envelope by the Hon. Secretary with the relevant minutes.

3.12 Dispute Resolution Procedure. In the event that a dispute arises between an individual member and the Club which cannot be resolved satisfactorily by informal discussion, an attempt shall be made to achieve a mutually agreed settlement of the dispute, if necessary with the assistance of an impartial mediator, before any action is taken.

If a satisfactory settlement of the dispute cannot be achieved by mediation, the dispute shall be referred to an impartial and independent adjudicator who shall be required to rule on the dispute within a reasonable period of time, and whose decision shall be binding unless either party elects to submit the dispute to arbitration, which must be done within 28 days of the publication of the adjudicator's ruling.

If a dispute is not settled by mutual agreement and either the member or the Club declines to accept the ruling of the adjudicator, the dispute shall be submitted to arbitration by a single arbitrator under the provisions of the Arbitration Act 1996. Unless otherwise agreed the method of appointment of the mediator, adjudicator or arbitrator, and also the administration of the

dispute, shall be in accordance with the appropriate dispute resolution scheme and procedures supported by the RYA at the pertinent time.

Each party to the dispute shall be responsible for its own costs and shall be jointly and severally liable for the fees and expenses of the mediator, adjudicator or arbitrator, subject only to any final award on costs which may be made by an arbitrator.

This dispute resolution procedure shall not apply to matters of membership and conduct of members, which shall be decided by the Committee strictly in accordance with the provisions of Section 2 of these Club Rules.

3.13 Disclosure. Any Officer or manager of the Club, in transacting business for the Club shall disclose to third parties that the Officer is so acting.

3.14 Agents of the Club. The Committee or any person or sub-committee delegated by the Committee to act as an agent for the Club or its members shall enter into contracts only so far as expressly authorised, or authorised by implication, by the members in general meeting.

No one shall, without the express authority of a general meeting of the Club, pledge the credit of the Club.

SECTION 4 – Entrance and Subscription Fees

4.1 Entrance, Subscription & Moorings Fees. The rate of entrance and subscription fees for each category of membership and the rates of moorings fees shall be determined at the AGM in each year by a simple majority of those present and entitled to vote.

The membership year shall commence on 1st March. All members shall pay the appropriate entrance fee and their first annual subscription by direct debit and at the point of payment shall be considered admitted to membership. Thereafter members shall pay the annual subscription on the 31st January in each year. Applicants admitted after 1st September shall pay only half the annual subscription in respect of the year. Payment of Annual Subscriptions shall be by online direct debit unless agreed otherwise on a case-by-case basis by the Committee.

The Committee may seek approval at an AGM to invite optional payments of subscriptions for up to five years in advance in order to help finance particular capital projects.

4.2 Arrears of Subscriptions. Members whose subscriptions and/or fees are unpaid after the 1st March shall have the privilege of membership suspended and may not enter the Club's premises, enter any Club event or regatta nor vote at any meeting. An administration fee will be charged for late payment.

Members whose subscriptions are still unpaid after 1st May shall cease to be members and must vacate immediately any mooring in the Tamar River area leased by the Club and remove any mooring tackle owned by them. Occupation of a mooring after 1st May will be charged at the usual Visitors mooring rate. Such ex-members may be re-admitted but may be required to pay another entrance fee, a moorings re allocation fee and the cost of removing tackle from the fundus and storing it ashore.

SECTION 5 – Clubhouse and Site

5.1 Clubhouse & Site. The Committee shall ensure insofar as it is able that the Clubhouse and Site are maintained in safe condition and in good order of repair, and are made available as amenities for members as much as is reasonable.

5.2 Expulsion. An Officer of the Club may expel temporarily for up to 14 days any person who abuses the privilege afforded to Group and Temporary Members. The matter shall be reported to the Committee which, in its absolute discretion, may decide to make such expulsion permanent.

5.3 Visitors. Members shall enter the names of all their respective guests in the Visitors' Book and their guests shall also enter their respective, names addresses and signatures therein. Other than pre-arranged visits by other sailing clubs and associations not more than seven guests per member may be introduced in any one day and the same guest may not be introduced more than six times in any calendar year.

5.4 Damage to Club Property. A Member shall not knowingly remove, injure, destroy or damage any property of the Club and shall make restitution for the same if called upon to do so by the Committee.

5.5 Limitation of Club Liability. Members of the Club, their guests or visitors use the Club premises and any other facilities of the Club, including moorings administered by the Club, entirely at their own risk and by implication accept that the Club will not accept any liability:

- a) For any damage to or loss of property belonging to members, guests or visitors to the Club; (without limiting the generality of the word "property" it shall include yachts, dinghies, tenders, vehicles and outboard engines).
- b) For personal injury arising out of the use of the Club premises and any other facilities of the Club either sustained by members, their guests or visitors or caused by the said members, guests or visitors whether or not such damage, loss or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them or the Officers of the Club.

A notice setting out Section 5.5 shall be exhibited in a prominent position within the Club premises.

5.6 Hire of Clubhouse. The Clubhouse and/or Site may be hired by members and others for suitable private events approved by the Committee; application shall be made in writing to the Social Secretary two months in advance giving full details of the proposed event. Such events shall not clash with Club events and 30 days' notice shall be given to members; members shall continue to have access to heads and showers during such events.

All private events which involve the provision of licensable activities (including but not limited to, the provision of alcohol, the provision of regulated entertainment and/or entertainment facilities, or provision of late night refreshments) shall be the subject of a Cornwall Council Temporary Event Notice (TEN). A copy of the TEN shall be sent in advance to the Social Secretary.

These provisions apart, no licensable activity of any kind may be made available on Club premises to non-members.

5.7 Abandoned Property. If at any time any fees payable to the Club shall be six months or more in arrears and a vessel and/or gear the property of a member or former member remains upon Club premises, the Committee may:-

- a) Move the vessel and/or gear to any other part of the Club's premises without being liable for any loss or damage to the vessel and/or gear howsoever caused.
- b) Give one month's notice in writing to the member or former member at his last known address as shown in the Club Register and thereafter sell the vessel and/or gear and deduct any monies due to the Club (whether by way of arrears of subscription, mooring, dinghy parking fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member.
- c) Alternatively if the vessel and/or gear is unsaleable, after giving notice in writing as aforesaid, dispose of the vessel and/or gear in any manner the Committee may think fit and deem the cost of so doing, and any arrears as aforesaid, to be a debt owing to the Club by the member or former member.
- d) Further the Club shall at all times have a lien over members' or former members' boats and/or gear parked at the Club's premises or moored to Club moorings in respect of all monies due to the Club, whether in respect of arrears of mooring fees or subscriptions or otherwise.

Provided always that proper evidence is made available to show that all reasonable steps have been taken to trace a member or former member and, that when and if the vessel and/or gear is sold, the proceeds of the sale (less any indebtedness by the member or ex-member to the Club) shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member or otherwise) for a period of six years.

SECTION 6 – *Purchase and Supply of Excisable Goods*

6.1 Wholesale Purchase. The wholesale purchase for the Club of excisable goods and their supply to the Club's premises shall be exclusively under the control of the Committee or a sub-committee which includes the Chairman of the Committee, the Clubhouse Officer and the Bar Manager. All excisable goods shall be kept in an appropriate secure store on the Club's premises as advised by local police.

6.2 Age Limits. Intoxicating liquor may only be sold for consumption on the Club premises to persons over the age of 18 who are entitled to the use of the Club in pursuance of the Rules, Bye-laws and Regulations for the time being in force.

No person under the age of 18 may purchase or attempt to purchase, or bring on to or consume, intoxicating liquor within the Club premises, subject to compliance with the law relating to persons under this age.

Children under 14 shall not be allowed to be in the those parts of the Clubhouse exclusively or mainly used for the sale and consumption of intoxicating liquor, except when those parts of the Clubhouse are set aside for the service of table meals and not used for the sale of intoxicating liquor other than to persons having table meals.

6.3 Opening Times. Subject to the requirements of the licensing authorities, the Committee shall cause the Club bar to be opened at convenient times (and such times shall be prominently exhibited in the Club premises) for the sale of excisable goods (except to underage persons as aforesaid) provided that visitors' names and addresses and the name of their introducer (who shall be an adult Full or Family Member) shall have been entered in the Visitors' Book upon entry to Club premises.

6.4 Payments & Profits. No person shall take a commission, percentage or other such payment in connection with the purchase of excisable goods for the Club. Any profit deriving from the sale such goods shall (after deduction of the costs of providing such goods for the benefit of the Club) be applied to the provision of additional amenities or the purchase of property to be held in trust for the benefit of the Club. Cash proceeds shall not remain on Club premises overnight.

6.5 Accounts. Proper accounts of all purchases, receipts, stock and sales shall be kept by the Bar Manager and acting Bartender and presented to the Treasurer and the duly appointed auditor and for inclusion in the annual accounts.

Such information as may be required by the Secretary, the Treasurer and the independent examiner for the compilation of any statutory returns in connection with the payment of excise or other duty or tax be made shall also be furnished.