



**ROTHERHAM & SHEFFIELD CANAL ASSOCIATION**  
**ICKLES LOCK, BRINSWORTH STREET**  
**ROTHERHAM S60 1AB**

## **Constitution**

Amended November 2018

### **1. Aims**

The aims of the Association are to promote an interest in canals and boats in general and provide inexpensive moorings in order to encourage future growth and development of the Sheffield and South Yorkshire Navigation. Any revenue received by the Association shall be utilised to further these aims.

### **2. Membership**

The Association shall be comprised of ordinary Members and Committee Members. All Members shall read and sign an agreement to abide by and comply with the Rules and Regulations of the Association. Full Membership of the Association grants the individual/s concerned the right to attend meetings as outlined in Clause 3, and the right to propose/second motions and cast votes at such meetings. Individuals with Full Membership are also granted right to request Permanent Moorings and enjoy the facilities, services and amenities of the Association as outlined in Clause 11A.

Provisional Membership status may be granted to any visitors who request Temporary Moorings as outlined in Clause 9, or who wish to become new Members of the Association (see Clause 7). Provisional Membership of the Association grants the individual/s concerned the right to request Temporary Moorings and enjoy the facilities, services and amenities of the Association as outlined in Clause 11A. Provisional Members are not granted the right to propose/second motions or cast votes at Association meetings.

From time to time the Association may grant Honorary Member status to individual/s in recognition and thanks for their contributions to the Association. Honorary Members are not required to complete an application for membership and Provisional Membership status and the associated probationary period do not apply. Honorary Membership of the Association does not grant the individual/s concerned the right to request Temporary Moorings or to enjoy the facilities, services and amenities of the Association as outlined in Clause 11A. Honorary Members are not granted the right to propose/second motions or cast votes at Association meetings.

In addition, two Trustees will be appointed from the membership to ensure that the Association operates in accordance with the Terms and Conditions of either the lease from the Canal & River Trust, or any compulsory insurance policies required by the lease. The Trustees will be granted sole rights of interpretation of the lease in the

event of a dispute between the Association and individual Members. All Members shall assist the Trustees by complying with the Terms and Conditions of the Association's lease from the Canal & River Trust.

### **3 Dates of Meetings**

Association Meetings shall be held monthly at a predetermined venue and time. The Annual General Meeting (AGM) shall replace the monthly meeting scheduled for November.

In the event that urgent decisions need to be made, or actions taken with the consent (majority vote) of the Association, including activities that are usually reserved for the AGM, the Committee may call an Extraordinary General Meeting (EGM), and shall notify all Members of the date, time, venue and agenda of the EGM.

### **4 Election of Officers**

The Committee shall consist of a minimum of 3 officers, namely a Chairman, a Secretary, and a Treasurer. Additional officers may be appointed if required or necessary to assist with Committee activities, or any supplementary activities such as administrative duties or cooperation with affiliated organisations. These officers shall be elected by the membership at the AGM and shall hold office for 1 year. They shall, however, be eligible for re-election. Their duties and scope of responsibility shall be as defined and agreed by the AGM.

### **5 Quorum**

No Meeting held by the Association shall be deemed official unless at least 25% of the membership is present at that Meeting, including at least one Committee Member and one Trustee. Any Meeting that does not constitute a quorum can continue as an unofficial meeting. The powers of this unofficial meeting shall be limited to making decisions on the day-to-day business of the Association and shall not be able to make any major/contractual decision or any decision which changes Association policy.

### **6 Subscriptions**

Each individual Member shall pay an annual subscription in order to retain his/her full membership of the Association and enjoy privileges as outlined above. Subscriptions shall become due on January 1 of each year and shall be paid in full before March 31 of the same year. Any Member who has not paid the required subscription in full by the due date shall be deemed to have tendered his/her resignation from membership of the Association and is to remove all their property from Association premises, and return all Association property (keys etc).

Provisional Members shall pay a nominal predetermined fee to cover administration of any Temporary Moorings that are granted and/or submission of a Full Membership application. Should Full Membership be granted the Provisional Membership subscription will form part of the Full Membership and the balance will be payable.

## **7 New Members & Provisional Members**

Potential new Members shall be required to complete an application form for membership. The application must include a proposer and seconder for the potential new Member. Proposers must be fully paid-up Members of the Association, and seconds must be Association Trustees or Committee Members. All applications for Full Membership shall be accepted or rejected by the Committee as a collective, and should Full Membership status be granted, authorisation will be recorded by the Chairman on the application form. Any potential Member whose application is rejected shall have the right of appeal. This appeal shall be considered at the next monthly meeting following the date of the appeal, provided this meeting constitutes a quorum. In the event that a potential new Member has in the past been a Member of the Association and has allowed their membership to lapse without first discharging their debts to the Association, then their application to re-join the Association shall be refused until such time as the prior debt has been discharged in full.

Applicants may be granted the status of Provisional Member for a probationary period of 3 full months providing that the appropriate subscription payment is made. This probationary period may be extended at the discretion of the Committee, or in the event that the membership feels unable to extend full membership to a probationary member.

The Provisional Member shall then enjoy the privileges for such status as described in Clause 2. The Committee shall inform the applicant whether their application for Full Membership has been accepted or rejected by such time as the probationary period has expired. Should Temporary Moorings be required within the probationary period, these may be issued under the procedures described in Clause 9.

Applicants seeking Temporary Moorings are not obliged to apply for Full Membership, although applicants applying for Provisional Membership only, shall cease to be eligible for Moorings or use of facilities, services and amenities, once the probationary period has expired.

Any new Member joining the Association as a Full Member following the probationary period as Provisional Member, and requiring an extension of the Temporary Moorings or Permanent Moorings, or existing Member requiring Moorings for the first time, may be required to pay for the first 3 months Moorings in advance. After this period the New Member would become responsible for the upkeep of payment as outlined in Clause 10.

## **8 Moorings**

The Association shall provide Temporary Moorings and Permanent Moorings as defined in Clauses 9 and 10 respectively.

For the purposes of identifying responsibility as below, a Mooring shall be defined as the linear length of the vessel occupying the Mooring and includes the landing and walkway area adjacent and parallel to the vessel/s including the banking directly opposite the vessel/s where applicable.

It is the responsibility of each Member whose vessel occupies a Mooring to ensure that the Mooring is maintained in a clean and tidy condition. In the event that any Association Member feels that a Mooring is not in a clean and tidy condition, and either breaches the terms of the Associations lease with the Canal & River Trust or is below the standards set by the Association, they shall report that Member concerned at the next monthly Meeting of the Association. A vote shall be taken at that Meeting and if the complaint is upheld by the majority of Members present, the Member responsible for the Mooring shall be given 7 days from the date of that meeting to bring the Mooring up to the required standard or pay a monetary fine of an amount set by the Members having due regard to the nature and severity of the complaint.

In the event of more than one vessel sharing the same Mooring, all respective Members sharing such Moorings will have responsibility for the maintenance and upkeep of that Mooring.

All vessels moored on the premises must have a current CRT Licence, Boat Safety Scheme Certificate, and valid insurance. Evidence of these must be available for inspection by the committee on request. The Association reserves the right to remove vessels from the moorings which do not have current Licence, Boat Safety Scheme Certificate, and insurance, or to withdraw moorings from members who fail to comply with these requirements.

## **9 Temporary Moorings**

Temporary Moorings shall be defined as any Mooring required for not more than 3 full months' consecutive duration, unless an extension is granted by the Committee. Fees for Temporary Moorings shall be paid in full in advance. Any vessel remaining on its designated Mooring after the expiry of the maximum allowable duration for Temporary Moorings shall, at the discretion of the Association, be changed to a Permanent Mooring (should Full Membership status be granted) or evicted from the Mooring. In the event of the Association agreeing to the change of designation, the Association rules governing Permanent Moorings shall then apply.

Vacant Moorings may be used by Occasional Visitors. No charge will be made for this facility provided that the visitor's stay is not more than 2 consecutive days (1 night) and not more than 4 days (2 nights) within a period of 1 calendar month. Any Moorings used in excess of these times will be regarded as chargeable Temporary Moorings.

An extension to the visitor mooring (free of charge) status shall only occur when the visiting vessel is a member of an Affiliated Organisation with whom the Association has an agreement to provide free visitor moorings, and where their stay is in accordance with the Terms and Conditions of that agreement.

## **10 Permanent Moorings**

Permanent Moorings shall be defined as any Mooring required for more than 3 full months duration. Fees for Permanent Moorings shall be paid monthly in advance. Permanent Moorings shall only be made available on the express understanding that the vessel owner agrees to become a Full Member of the Association and abide by

its Rules and Regulations. Allocation of new Moorings may be subject to a 3-month initial down payment as outlined in Clause 7.

Where Moorings are not paid in full 1 month in advance, the Member will be said to be in arrears. Any long-lasting or recurring arrears, with no attempt to discuss extenuating circumstances with the Committee, may be deemed by the Committee as a breach of the Association Rules and Regulations and may invoke the Association's disciplinary procedures as outlined in Clause 15. The Association also reserves the right to actively pursue the recovery of any fiscal debts as detailed in Clause 13. Permanent Moorings which will be vacant for an extended period have the right to continue to pay full Permanent Mooring fees in order to maintain the right to return to the mooring. However, they will have no right to return to the same position along the moorings.

Should the Association lease out the Permanent Mooring as a Temporary Mooring during the member's absence, fees collected in this respect will be deducted from the Permanent Mooring member's fees due.

## **11 Car Park & Emergency Maintenance Area**

Association Members and visitors/guests of Association Members shall be entitled to park their vehicles within the car park, providing that there is sufficient room for them to park without restricting reasonable access to vessels, or access for emergency service vehicles or any arranged crange facilities. The parking of such vehicles shall be subject to the Association's Limit of Liability as detailed in Clause 12, and must be in accordance with the restrictive conditions contained within any supplementary Site Rules and Regulations laid down by the Association.

In exceptional circumstances the Association may grant a Member the use of an area of the car park for emergency vessel repairs impractical to undertake while the vessel is afloat. Vessels occupying this area must, at the discretion of the Association, have a current Permanent Mooring. An approximate time allocation shall be arranged and agreed in advance with the Association. When a vessel is returning to the water from the car park, the vessel owner shall be responsible for ensuring the clean condition of the car park and the removal of any accumulated debris and equipment resulting from the work carried out on the vessel. If the owner fails to comply with this condition within a reasonable timescale, the Association shall arrange for the restitution of the car park and recover any costs incurred from the vessel owner.

The Association does not offer on-shore storage for any vessels in the car park or any other area of Association property.

### **11A Facilities, Services & Amenities**

From time to time the Association may purchase goods and/or services on behalf of and solely for the use of its Members. Goods purchased by the Association such as Gas, Coal, or Diesel may be stored on behalf of Association Members for future usage providing that such storage does not compromise the lease as agreed with the Canal & River Trust. Hazardous substances shall be stored within containers that

are suitable and sufficient for the purpose, with adequate signage that is to be clear, unambiguous and pictorial.

Outside services (eg crantage) may also be contracted through the Association for the use of its Members at their request from time to time providing that such services do not compromise the lease as agreed with the Canal & River Trust. Services contracted by the Association will not be the responsibility of the Association, but of all Members requesting the services, and/or all Members consenting to and directly benefiting from the services.

Other facilities such as sanitary, storage, disposal, maintenance or hospitality facilities may also be provided by the Association for Members. These may be declared as either free of charge or chargeable as decided by the Association.

Members wishing to take advantage of/utilise any chargeable goods, services or facilities purchased/provided by the Association will be charged accordingly at the point of sale/use. Charges for such goods, services and facilities shall be predetermined and comprise of any incurred cost to the Association plus a compulsory donation towards the administration, renewal, maintenance and/or storage of such goods, services and facilities.

## **12 Limit of Liability**

Any vessel, vehicle and/or equipment for which space has been provided in accordance with the provisions of Clauses 8, 9, 10 and 11 above is moored, parked or stored entirely at the owner's risk. The Association shall not be held in any way responsible for any loss or damage howsoever caused. Members are also responsible for their guests and visitors.

## **13 Rights of Restitution**

No vessel shall be entitled or allowed to vacate its Moorings for any reason whatsoever until any and all outstanding fiscal debts to the Association (including but not limited to Mooring fees, and any charges for goods or services rendered by the Association) for that vessel have been settled in full.

The Association reserves the right to impound any and all vessels and/or equipment for which the owner has outstanding fiscal debts to the Association which are 3 months or more in arrears. Any impounded vessel shall still be liable for Mooring fees on a continuing basis.

Should no payment be forthcoming over a prolonged duration, the Association shall be entitled to sell the vessel and/or equipment in order to recover the outstanding charges. Any monies raised by the sale in excess of the total amount of arrears outstanding will be paid to the vessel/equipment owner, after a further deduction by the Association to cover any and all reasonable costs incurred by the Association in recovering its entitlements. The duration referred to above will be dictated by the individual circumstances pertaining to the vessel/vessel owner, including the condition and estimated value of the vessel, and the extent and duration of the arrears. An intention to undertake such an action will be declared in writing to the

vessel owner by recorded delivery letter, and will include a notice period of not less than 21 days, for the vessel owner to submit full payment, or appeal against this decision and approach the Committee to request alternative repayment methods. Should it be impossible for a recorded delivery letter to be delivered, the Association will make alternative arrangements, either via hand delivery of the letter or electronic communication. In these circumstances the vessel owner shall confirm receipt of the communication.

#### **14 Unauthorised Mooring**

Any vessel/s moored without the prior consent of the Association shall, at the discretion of the Association, be impounded, evicted or accommodated until such time as an arrangement acceptable to the Association has been made with the owner of the vessel/s.

#### **15 Disciplinary Procedures**

A Disciplinary Board to be comprised of the Committee plus two ordinary Members shall be empowered to consider complaints against Members. So far as reasonably practicable all Members of the Disciplinary Board (including Committee Members) are to be impartial to both the transgressor and the complainant. If possible the hearing should also be attended by the Trustees. Any Member can be expelled from the Association if he/she breaks the Rules of the Association, acts in a manner which may bring the Association into disrepute or acts in a manner which in the opinion of the Disciplinary Board can be construed as anti-social behaviour. The Board shall have the power to expel Members.

Any alleged transgression by a Member which in the opinion of the complainant warrants expulsion from the Association shall be reported to the Committee, who shall then arrange a meeting of the Disciplinary Board. The purpose of this meeting shall be to decide whether the complaint is serious enough to warrant a Disciplinary Hearing. In the event that the Board considers a Disciplinary Hearing is appropriate, the transgressor shall be notified not less than 14 days in advance, in writing by recorded delivery letter, the date, time and venue set for the Hearing, together with details of the nature of the complaint. Should it be impossible for a recorded delivery letter to be delivered, the Association will make alternative arrangements, either via hand delivery of the letter or electronic communication. In these circumstances the vessel owner shall confirm receipt of the communication.

In the event that the transgression is deemed by the Disciplinary Board to be an act (or omission) of gross misconduct, or that it is believed by the Board that there is a high possibility that further transgressions may occur during the above (14-day minimum) notice period, the Board shall have the power to expel Members immediately, and the Member/s access to the site will be prohibited pending the outcome of the ensuing Hearing. The transgressor shall be entitled to attend the Hearing in order to present his/her case. In the event that the transgressor does not attend the Hearing the complaint shall still be heard and any written evidence

submitted by the transgressor shall be admissible. The transgressor shall be informed of the Board's decision in writing.

After receiving the Board's decision in writing, the transgressor shall have the right of appeal. This must be received, in writing, by the Secretary/Committee not more than 7 days after the transgressor received notification of the Board's decision. The appeal shall be considered by all Members present at an Extraordinary General Meeting called within 30 days of the date of receipt of the appeal. For the appeal to be upheld, 65% of the votes cast at the EGM must be in favour of the appeal.

## **16 Transfer of Ownership**

In the event that any Member intends to transfer ownership of their vessel either by sale or gift to any third party or a Member of the Association, they shall notify the Secretary of their intention before ownership is transferred. No vessel/s Moored or stored on Association property can be leased or rented to any third party or Member of the Association.

They shall not under any circumstance intimate to the prospective new owner that ownership of the vessel includes any rights of Mooring or entitlement of membership of the Association. Failure to comply with this rule will result in the transferring Member retaining sole responsibility to the Association for ownership, payment of Mooring fees and any other charges accruing for the vessel until such time as the new owner either removes the vessel from the Mooring or is accepted as a Member of the Association in accordance with the procedure described in Clause 7. In accordance with Clause 13, the Association shall be entitled to prevent the transferring owner or the new owner from removing the vessel from its Moorings until any debts outstanding are settled in full.