



# TIDEWAY SCULLERS SCHOOL (the “Club”)

## RULES

(Adopted 4 July 2016)

### 1 Water Safety

- (a) All persons using a Club boat or launch or launching a privately owned boat from Club premises shall be familiar with and shall observe:
  - (i) All applicable requirements and recommendations of British Rowing, and in particular “Rowsafe - a guide to good practice in rowing”; and
  - (ii) The requirements of the PLA's Code of Practice for Rowing on the Tideway and its accompanying Map/Chart.
- (b) The Executive Committee (the “**Committee**”) shall appoint a Water Safety Adviser (“**WSA**”) at all times.

### 2 Use of Boats and Launches

- (a) No Club boats or launches are to be used without the permission of the Captain or his/her deputies.
- (b) No boat, whether Club or privately owned, is to be launched from the slipway adjacent to the Club premises:
  - (i) Unless it bears a British Rowing approved three letter Club Code plus three digit number identification in compliance with the British Rowing Rule which has been accepted as an acceptable alternative to a name under the PLA requirements;
  - (ii) If the Captain, WSA or other Captain's deputies have imposed a general prohibition on boating because of river or visibility conditions;
  - (iii) If any member of its crew is unable to swim the distance prescribed by British Rowing;
  - (iv) Unless, in the case of a coxed boat, the cox is wearing a life jacket;
  - (v) Unless the boat has a bow ball fitted; and
  - (vi) If being a privately owned boat it is not insured for third party risks for at least £2 million.

- (c) Launches must only be used if the driver uses a 'kill cord'.
- (d) The driver of and any passengers in launches must wear life jackets whilst on the water.
- (e) Members boating after nightfall and at all other times of restricted visibility must ensure that the boats/launches carry proper lights in compliance with the Code of Practice for the Tideway which, inter alia, requires the lights to be visible for 360 degrees (180 at the front and 180 at the back) for a **MINIMUM** distance of 800m in the conditions prevailing. Members should note the requirement for the light to be equally bright at 90 degrees to the line of the boat. If more stringent lighting requirements are notified by the Captain or WSA then members shall observe such requirements.

### 3 **Conduct**

- (a) It is incumbent upon all members and other users of the Club and its facilities to respect the Club and its heritage, and show mutual respect and courtesy to other members and Club users.
- (b) The Committee has resolved to be very firm in ending abuse and negligence in using the Club's facilities, boats and equipment, in the interests of the majority of the Club's members, who want the Club to thrive and who care about waste and damage.
- (c) It is an honour to be elected as a member of the Club, not merely a financial transaction. With membership should come a sense of pride with the necessary responsibility, ownership and discipline to contribute to the rowing/sculling community.

### 4 **Dress**

- (a) All members of a crew and scullers shall wear shorts and a vest or an all-in-one or the equivalent, as a minimum, when on the water.
- (b) When competing for the Club, all members of a crew and scullers shall wear the Club racing strip.
- (c) No item of Club racing strip shall bear any sponsor's name or logo without the consent of the Committee. **See Rule 23: Sponsorship**

### 5 **Use of Private Boats**

No member shall use a private boat or private equipment without the consent of its owner.

### 6 **Signing in and out book**

The steersman of, or a single sculler in, any boat launched from the Club's premises must complete an appropriate, legible (upper case if necessary), entry in the book provided for that purpose prior to the outing and immediately upon return from the outing. Single scullers must include the boat's identification number.

### 7 **Housing of Boats and Launches**

- (a) Every member, on landing from a Club boat, shall assist in housing such boat, oars and other equipment thereof.
- (b) Boats allocated to Club crews shall be washed after each outing and shall be kept clean and in a racing condition by the crew. **See Rule 11: Damage Reporting.**
- (c) All Club boats shall be securely tied onto outdoor (including in the Arches) racking (so they do not move/blow away in high winds); this is the personal responsibility of each crew member, not just the cox, coach, steersman, etc. In the event of Club boats being damaged by blowing

off the racks or for any other reason, such damage shall be dealt with as provided for at Rule 11(d) below.

- (d) It is a member's personal responsibility to ensure that all doors or gates to any part of the Boat House, Sculling Sheds and/or Arches (together the "**Boathouse**") and the bike cage shall be kept locked if unattended when members leave/boat, and to secure all moveable equipment (eg launches) which could be stolen. Outside and indoor doors must not be wedged open under any circumstances unless specifically authorised by a Committee member (eg on race days). The bike shed door must always be kept closed, and not left open at any time.
- (e) After Club and private outings all launches, life jackets, kill cords and megaphones must be properly stored inside the Boathouse, with any water on board the launches having first been properly drained. Any petrol cans must be replaced in the petrol store and the key to the petrol store returned to the place allocated therefor by the Committee from time to time.

## 8 **Boat Trailers ("Trailers")**

- (a) Trailers may only be used with the permission of the Captain or any person delegated by the Captain or the Committee therefor.
- (b) Notwithstanding that the Club or owners of private boats may have insurance cover, all boats loaded and tied on to Trailers are the responsibility of the crew or crews using them at the relevant competition or training event or, in the case of private boats, the owners thereof.
- (c) All Trailers returning to the Club **MUST** have all boats offloaded, re-rigged and returned to their relevant racks within the Boathouse, not more than two days after returning from any competitions/training events.

## 9 **Selection of Crews**

Members shall be selected to form crews, both for practice and for competition at public regattas, by the Captain or person(s) to whom he/she delegates.

## 10 **Command of Club Crews**

The steersman in any Club boat is, by maritime law, master of the vessel and shall have command of the crew who must follow his or her instructions.

## 11 **Damage Reporting**

- (a) All damage arising from the use of Club boats, launches and/or equipment or from the use of any privately owned boat launched from the Club premises shall be reported by such crew or user to the Captain, the WSA or other person delegated by the Captain for that purpose from time to time, as well as Thames Regional Rowing Council and British Rowing, as appropriate forthwith in writing online and/or on paper.
- (b) The report shall contain such particulars as are required by the Thames Regional Rowing Council, British Rowing, the WSA and as the Committee may from time to time prescribe and/or as may be required by the Club's insurers.
- (c) Such crew or user shall not admit liability to any third party.
- (d) If determined by the Committee, such crew or user shall be liable (if more than one, jointly and severally) to indemnify the Club against all loss and expense sustained by the Club (including any liability to a third party), which for any reason cannot be recovered from the Club's insurers, including any excess that may be payable by the Club therefor.

## 12 Repairs

All repairs needed to Club boats shall be registered in the book or record sheets provided for that purpose immediately following any damage being notified (see Damages Reporting at Rule 11 above) or any crew or user becoming aware of the same.

## 13 Superintendent of the Boathouse

The Committee may from time to time appoint a Superintendent to superintend the management of the Boathouse and make all necessary arrangements for keeping the boats in a good state of repair and cleanliness and all members shall observe his/her instructions in connection with such matters.

## 14 Payment of Regatta Fees, Subscriptions and Costs

- (a) The expense of conveying boats to regattas and/or training centres and the payment of race or entrance or training centre fees (including where relevant Environment Agency licence fees) shall be paid by the crews competing/training, save where otherwise authorised by the Committee.
- (b) Members may only enter competitions if they have a credit balance on their Entries Account of at least £50. If a member's credit balance on his/her Entry Account falls below £50 this must be topped up to £50 immediately. Entries Accounts may **ONLY** be used for payment of entries to competitions.
- (c) Members with joining fees, membership subscriptions and/or racking fees which remain unpaid for one month after the due time for payment thereof, shall not be eligible to enter competitions. Any such fees/ subscriptions still unpaid three months after the due time for payment thereof may lead to that member's suspension.

## 15 Storage of Private Boats

- (a) Members' private boats may be kept in the Boathouse at their own risk with the permission of the Committee and subject to payment of the charges therefor set by the Committee. Such charge will remain payable from year to year until notice has been given to the Club Secretary (the "**Secretary**") in writing of the date of removal of the boat.
- (b) Any member bringing a boat into the Boathouse is responsible for notifying the Secretary of its arrival forthwith with details of the rack on which it is placed and its British Rowing number. **See in particular Rules 2(b)(i) and (vi): Use of Boats and Launches.** Any boat whose owner/user cannot be identified may be removed without notice.
- (c) Any boat for which rack or storage charges have not been paid for more than one year may be taken into the Club fleet or disposed of in whatever manner the Committee thinks fit.
- (d) The Secretary must be informed of any temporary removal of a member's private boat. If a boat is removed from its rack for more than one month without such notification being made to the Secretary, the rack may be reallocated. No credit will be given against racking charges for such temporary absence.

## 16 Use of Club Room

To keep the Club room at a basic level of comfort:

- (a) No ergos or sound system shall be used at any time at weekends before 12:30 pm. All ergos/equipment that have been permitted by the Committee to remain in the Club room must, after use, be wiped clean together with surrounding flooring, and then must be stored in a tidy fashion, in accordance with the Committee's directions from time to time. All persons using ergos do so at their own risk. **See Rule 27: Exclusion of Liability.**
- (b) No boots/river shoes are to be worn in the Club room.

- (c) All crockery and glass in the Club room and the kitchen, as well as all cooking utensils, shall be washed up and properly put away in the bar/kitchen after use, particularly after any private parties.

#### 17 **Use of Gym and Ergo Room**

- (a) All ergos and gym equipment must be wiped clean after use, together with surrounding flooring.
- (b) The gym and ergo room shall be kept tidy, particularly after use.
- (c) All persons using ergo and gym equipment do so at their own risk. **See Rule 27: Exclusion of Liability**

#### 18 **Volunteers**

- (a) The Club has no paid members of staff, other than a cleaner and the coaches, so everyone else who contributes and participates in the life of the Club are volunteers who give their time freely. It is therefore incumbent upon all members and other Club users to clear up after themselves.
- (b) It is expected that members will volunteer some of their spare time to improving the Club, helping out with races, working behind the bar, assisting with maintenance and the like.

#### 19 **Complaints**

Any complaint with regard to the running of the Club shall be addressed in writing to the Chairman of the Club, from time to time, and shall be signed by the member(s) making the complaint. The complaint shall be delivered to the Chairman via the relevant pigeonhole therefor in the Club room.

#### 20 **Refreshments**

No credit shall be given by the Club for members' purchases in any circumstances.

#### 21 **Reimbursement of Expenses**

Members may only claim reimbursement of expenses in accordance with such regulations as the Committee may make from time to time.

#### 22 **Gratuities**

No member shall give any money or gratuity to any of the Club staff, save as may be sanctioned by the Committee.

#### 23 **Sponsorship**

Neither Members nor any Club squads are allowed to accept any form of sponsorship whatsoever, and in particular, no Club boats or racing strip shall bear any sponsor's names or logos, without the consent of the Committee. **See Rule 4(c): Dress.**

#### 24 **Removal of Club Property**

No member shall without the consent of a Committee member take away any property of the Club for any purpose whatever.

#### 25 **Occasional Overnight Rooms**

Members staying at the Club overnight shall abide by such regulations as the Committee may from time to time make with regard to such overnight stays.

## 26 Fire Precautions

Members shall observe all regulations regarding fire prevention laid down by the Committee, and shall familiarise themselves with the "Actions to be taken in the event of Fire" posted in the Club premises. Members shall not do anything in the Club's premises which may cause a fire or increase the risk of fire, shall keep all passages and staircases clear, and shall not misuse or move fire extinguishers

## 27 Exclusion of Liability

The Club's Constitution, at Section 31, excludes liability as follows:

- (a) Neither the Club nor Tideway Scullers Trading Limited (the "**Company**"), nor their respective Officers, Directors, members, servants, agents or subcontractors nor the Club's Trustees (together "**Representatives**") shall be liable to any member or their guests arising under or in connection with any member's membership and use of the Club or any of its facilities or equipment for any loss or damage or be responsible for the loss of or damage to any articles or property whatsoever brought into or onto the Club's and/or the Company's premises by any members or their guests whether or not the same shall have been given into the care of the Company or the Club or their respective Representatives, or whether or not such loss or damage is due to the negligence of the Company or the Club or their respective Representatives. Letters or parcels addressed to members at the Club's premises are received at the addressee's own risk.
- (b) Nothing in these Rules or the Constitution shall limit or exclude the Club's or the Company's liability for:-
  - (i) death or personal injury caused by their respective negligence or the negligence of their Representatives; or
  - (ii) fraud or fraudulent misrepresentation.
- (c) Neither the Club nor the Company nor any of their Representatives shall under any circumstances whatsoever be liable to any member, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any member's membership and use of the Club or any of its facilities or equipment.
- (d) Except as set out in this Constitution and the Rules, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

4 July 2016

By Order of the Committee

**Eddie Beckett**  
**Club Secretary**