

North Cheshire Cruising Club



Rule Book

V1 - December 2024

The information in this rule book is intended for the use of North Cheshire Cruising Club members only. Please do not distribute it beyond the membership.

Whilst every effort has been made to ensure the accuracy of the information, no responsibility can be accepted for any errors that may exist in this directory

NOTE: These rules supplement the Articles and Memorandum of Association of the Company and should be read in conjunction with these.

North Cheshire Cruising Club Limited

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Rules of the North Cheshire Cruising Club Limited

Made pursuant of Article 17 of the Companies Articles of Association Updated December 2024

This new format rule book has been split into sections

Below is a list of the sections within the book

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MEMBERSHIP

General

Membership of North Cheshire Cruising Club Limited ("NCCC") is by the completion of a membership form which is then passed to the Membership Services Director who will put the completed applicants form on the Secretary's board in the clubhouse until the next board meeting where the member will be either approved or refused. If approved the new member may not exercise any rights of membership for 48 hours from membership approval.

Full membership is open to boaters and their partners. Full members who cease boating may keep their membership.

A one off joining fee is payable when joining the NCCC. Any member who lets their membership lapse shall be liable for a re-joining fee, which may be more than the joining Fee. This is at the discretion of the Board.

Any changes to the joining fee and/or annual subscription for members, associate members and junior members will be agreed by the Board. Such changes will be put up on the Secretary's notice board in the clubhouse, circulated via email and published in the next issue of the Ditchcrawler.

The annual subscription may, if so decided by the Board include an annual boat registration fee. A maximum of five additional members may be registered to your boat. Additional members registered to your boat will be not be liable for the annual boat registration fee.

Associates

Associate members joining fee will be less than the joining fee for full members. As non-boating members, associate members will be able to use the clubhouse and its facilities and receive the Ditchcrawler. Associate members will be unable to be involved in the management of the club at either Board level or Company Official level. Associate members will not have any voting rights.

Members children under the age of 18 may join the NCCC as junior associates. Junior Associates will not be able to use the clubhouse without a parent or another full member. Junior associates will not be able to moor in the arm, use the slipway or other facilities including the workshop. Junior associates will be unable to be involved in the management of the club at either Board level or Company Official level; they will not have any voting rights.

Honorary

Honorary membership is given to any member who has given long and outstanding service to the NCCC, and has served the club for a minimum of 15 years. The member to be proposed to the Board in writing by two full members with an explanation as to why they should be considered for honorary membership. The proposal must be received within 12 months of the member ceasing their role. Honorary Members shall have voting rights and must abide by the rules of the NCCC. There will be no annual subscription for honorary members. Once approved by the Board, the honorary member(s) will be confirmed at the next AGM. A maximum of 10 honorary members at any one time.

SOCIAL EVENTS

Full members and associate members of the NCCC may bring a guest or guests to social nights and events. A guest is anyone who has never had membership declined or a member who has never been expelled from the club.

BOARD AND COMPANY OFFICIALS

No officer of the NCCC shall use his/her position in the club to promote or settle a personal disagreement with another member, prospective member or their guest.

Company Officials may be appointed with approval from the Board to assist the Directors with other duties. The duties of each Company Official will be given in writing. Where any purchases are required a set budget shall be provided. Any purchase for the specific duty does not need Board approval, but the Board must be informed.

ANNUAL GENERAL MEETING

The Annual General Meeting ("AGM") is held as per the Companies Acts 1985 to 1989. An Extraordinary General Meeting ("EGM") can be called as per the provisions of the Companies Acts 1985 to 1989. All nominations for election at the AGM are advised by the Company Secretary at the AGM and if there is only one nomination for a particular post that person shall be deemed elected.

If there is more than one person nominated then those nominated shall be asked to prepare a speech of up to three minutes which should include a short introduction about the nominee, any relevant experience and what they can bring to the position.

Following all nominated persons delivery of their speeches, the voting members shall be asked to do a blind vote. Votes are collected by an impartial member at the AGM and the Secretary. The votes are then counted in the presence of the relevant nominees and another member acting as adjudicator. The meeting will then be advised of the result.

CLUBHOUSE

Members and associate members may hire the club premises and facilities for private functions with approval of the Premises Director and if necessary by the Board. Based on the function, the Premises Director and / or the Board may exclude some part of the premises at certain times or limit certain parts, for example the workshop.

The club bar is available for use by members, associate members and guests for social nights, events etc. as agreed with the Premises Director and Board. The Bar Manager reports to the Premises Director, and abides by the provisions of the Licensing Act in force at the relevant time.

WHITELEY GREEN

Members of the NCCC are able to moor at Whiteley Green on a short term basis of not more than four days in any one calendar week.

Moorings will be unavailable to non-attendees of any official social event taking place at Whiteley Green. The sill to be reserved for Commodore, unless the Commodore agrees to allow other members to moor there. There is limited parking for non-boating vehicles, and they may only be parked inside the gateway whilst emptying their vehicle, and then there vehicle must be removed from the green. Permission from a member of the Board of Directors is required and only for an agreed period of time.

Whilst moored at Whiteley Green all Members boats will display the club burgee. No boat to be left unattended overnight without approval of a member of the Board of Directors. This will be given only in exceptional circumstances.

THE ARM

General

A Member bringing plant/machinery which is owned by a third party into the Arm to work on their boat does so at that members own risk and the NCCC is not held responsible for any damage to the equipment or member.

Any Member, whether they moor in the Arm or not who brings any craft into the arm, whether or not owned by that member must hold the relevant full insurance for the craft in question to the sum of at least £2,000,000 and if brought in by water must display a current C&RT licence

A Member who brings any person/contractor into the Arm, whether to carry out work on their boat or other property or not, is personally responsible for all acts of the person/contractor, and is at risk of exclusion, if that person/contactor breaks any club rules or acts irresponsibly.

Neither the NCCC nor its Board shall be liable for any loss or damage to persons or property howsoever caused except such loss or damage as is caused by the negligence of the NCCC, the Board or any person for whom it is responsible.

Access to the NCCC is via your mobile telephone number: you will be provided with a number to ring, this will allow access to the gates opening. Please ensure that you have given your mobile number(s) to the Membership Services Director for the number(s) to be logged in the system. In the event of the gates not opening please call the Chairman

As part of our C&RT connection agreement is it a stipulation that there cannot be any angling from your boat or bankside whilst in the Arm.

It is a legal requirement that you must display your C&RT licence on your boat. This display should state your boat name, index number and licence date. C&RT can access the Arm unannounced and check the boats on the Arm. Anyone not displaying will be contacted directly by C&RT.

Car Parking

Any vehicles left overnight or longer must be parked in the grass area opposite the clubhouse front doors, and you should only leave one vehicle where possible. Notify the Land & Water Space Director of your vehicle details and how long it will be there. The main car park should only be used for short stay, eq loading/unloading.

Children on the Arm

Children under the age of 16 should be supervised at all times. The NCCC is not held responsible if a child is injured who is away from their parent(s) or guardian(s).

Moorings and Hardstanding

Moorings are only available to full Members that have been approved by the Board. In the first instance the Member should speak to the Moorings Officer to see if there are any available. If there is none available then their names and craft details will be added onto a waiting list. A mooring agreement, signed by the member(s) of the craft in question is to be completed. The terms of mooring are included in a mooring agreement. The mooring agreement can be amended from time to time giving three months' notice of any amendments.

A copy of the mooring agreement for moorers is available on request or with your renewal. Each moorer, whether a boat house tenant or on hardstanding, is responsible for keeping their mooring or hardstanding area in a clean and tidy condition and free from any obstructions to the extent of one metre. This is part of the moorings agreement and is not included in your 24 hours.

Full members with a mooring in the Arm may stay on their boat for four consecutive nights. If you need to stay on your boat for any longer, please write to the Land & Water Space Director and/or the Moorings Officer.

Pets on the Arm

To ensure everyone's safety, all animals brought into the Arm must be kept under control, for example dogs must be kept on a lead. You must also clean up after your dog and place it in the nearest bin. Owners are responsible for any animals brought into the Arm, including external contractors animals and the NCCC is not liable in any way.

Slipway

The slipway is available for members, who have been members for at least six months to use, whether or not they have a mooring in the arm. The rates for use of the slipway are decided by the Board and may be amended from time to time giving three month's notice of any amendments. The rates are available in the workshop and the website.

If using the slipway you must complete the relevant declaration form.

Workshop

The NCCC workshop is for use of the members. If you leave any items in the workshop whilst working on your boat, please advise the Land & Water Space Director (or the Premises Director). All items should be cleared when you have finished your work, anything left in the workshop becomes the property of the NCCC.

NOTES

