



# **NEWPORT ROWING CLUB**

## **RULES**

**(updated 3<sup>RD</sup> DECEMBER 2018)**

### **1 Water Safety**

- (a) All members of the Club and other persons using a Club boat or launch or launching a privately-owned boat from Club premises must be familiar with and must observe:

Newport Rowing Club's water safety document.

The committee believes water safety must be it's highest priority and the guidance therein kept up to date. Therefore, the water safety document above is separate and to be read in conjunction with these general rules.

All incidents or accidents are to be recorded in the clubs record and accident book ,held in the clubhouse, which will be reviewed at each committee meeting

### **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 Club premises:

if the Captain, Safety officer or other Captain's deputies have imposed a general prohibition on boating because of river or visibility conditions;

if being a privately-owned boat NRC will not be liable for accidents or damage caused by their use. We strongly recommend private boat owners to insure their third party risk and take out BR membership.

### 3 **Conduct**

(a) All members and other users of the Club and its facilities must comply with all policies and guidelines of British Rowing, including in particular those relating to conduct and welfare which includes British Rowing's Anti-Bullying Policy, Codes of Conduct 2016, Anti-Doping Rules, Rules of Racing, Safeguarding and Protecting Children Policy and Transgender & Transsexual Policy.

(b) So to summarise some of British Rowing's specific provisions, everyone who participates in rowing, and particularly members and other Club users are entitled to

to do so in a safe and enjoyable environment;

to be treated with respect and courtesy;

to participate free from the threat of abuse, and not be subject to the humiliation, shame or insult of having to endure abuse, including verbal abuse, bullying, neglect or physical abuse and to be able to enjoy an environment free of sexual harassment and sexual abuse and not to be exploited;

to enjoy an environment free of discrimination on the grounds of gender, race, colour, disability, sexuality, age, marital status, occupation or political opinion;

must not take banned substances, as all rowers have the right to compete in sport knowing that they, and their competitors, are clean. The use of drugs may be illegal and this and other doping behaviour severely damages the legitimacy of sport and undermines the integrity of clean rowers; and

must act in a sportsmanlike way during training and competition, including treating other competitors, coaches, other water users and officials of the clubs, competitions and events with respect, avoiding swearing at or shouting at others and not threatening or engaging in acts of verbal or physical abuse or other types of abuse.

(c) Anyone deemed by the Committee to be (i) contravening any of the provisions referred to in **Rule 3(b)** above; and/or (ii) taking any other action which could be seen to be harming the Club or its reputation, may be in breach of these Rules and such breach or breaches may be conduct which "brings or is likely to bring the Club or the sport of rowing and sculling into disrepute" in accordance with the Club's Constitution which could result in a fine or suspension of membership or, following a disciplinary hearing, resignation or expulsion.

(d) The Committee will not tolerate any abuse and negligence in using the Club's facilities, boats and equipment, which affects the of the majority of the Club's members, who want the Club to thrive and care about waste and damage.

(e) All members should respect the Club and its heritage. 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.

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

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

#### 6 **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 unless agreed with the Captain or Coach
- (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.
- (c) It is a member's personal responsibility to ensure that all doors to any part of the Boat House, Sculling Shed (together the "**Boathouse**") shall be kept locked if unattended when members leave/go afloat, and to secure all moveable equipment (eg launches) which could be stolen. Outside doors must not be wedged open under any circumstances when leaving the club unattended unless specifically authorised by a Committee member.
- (d) 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 Loose PETROL CANS/tanks must be replaced in the petrol store and the key to the petrol store returned to the place allocated by the Committee from time to time. The exception to this being the rescue launch where time may be of the essence.

#### 7 **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 secured 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) Trailers returning to the Club **MUST** have all boats offloaded and returned to their relevant racks within the Boathouse promptly.

#### 8 **Selection of Crews**

- (a) 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.
- (b) Members may be selected to train with the Club's Men's and Women's Senior Squads (the "**Squads**"). The Captain shall determine criteria for membership of the Squads from

time to time. If any questions arise as to the selection of a Member for the Squads or a Member's removal from the Squads, the Captain's decision shall be final.

- (c) Appointment of coaches shall be the responsibility of the Committee, which has delegated the management of all such coaches to the Captain. No individual Member shall have a right to coaching, and coaches shall not provide coaching to other Members, in each case, save as agreed with or directed by the Captain.

## **9 Command of Club Crews**

- (a) The steersman in any Club boat (cox, bow steers and single scullers) is, by maritime law, master of the vessel and shall have command of the crew who must follow his or her instructions.
- (b) All users of the river must keep a proper lookout and show consideration for other users.

## **10 Damage and Incident Reporting**

- (a) All incidents and/or 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 Safety officer or other person delegated by the Captain for that purpose. Where such incident or damage arises as a result of a notifiable event, such as a collision, the report should also be made as required by the latest version of Rowsafe, issued by British Rowing. Any such reports, whether to the Captain, Safety officer, and/or British Rowing, as appropriate, should be made forthwith in writing online and/or on paper.
- (b) The report shall contain such particulars as are required by British Rowing, the safety officer 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 therefore.

## **11 Repairs (general maintenance)**

All repairs needed to Club boats shall be reported immediately following any damage/wear/failure being found (see Damages Reporting at Rule 11 above) or any crew or user becoming aware of the same.

## **12 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 must pay seat money in advance of the event, travel costs should be paid no later than the day of the event, the timing of this will be at the discretion of the treasurer, with majority support of the committee.

- (c) Where an individual or crew is entered for a race, and that individual or crew has to scratch as a result of an individual being unable to compete, for whatever reason (a “**Scratched Individual**”), that Scratched Individual will, in the absolute discretion of the Committee, be liable for all entry fees of the scratched crew. Reasonable efforts will be made to find a substitute (who may, if possible, take on the liability for the entry fee of the Scratched Individual), but in the absence of such substitute, the Scratched Individual shall remain liable for such entry fees.

### 13 **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 boat for which rack or storage charges has not been paid for more than 3 months may be taken into the Club fleet or disposed of in whatever manner the Committee thinks fit.
- (c) 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.

### 14 **Use of Club Room**

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

- (a) No muddy wellingtons/river shoes are to be worn in the Club room.
- (b) 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.

### 15 **Use of Gym and Ergo Equipment and Mini bus**

- (a) All ergos’ and gym equipment must be wiped clean after use, together with surrounding flooring.
- (b) The gym and ergo area shall be kept tidy, particularly after use.
- (c) All persons using ergo and gym equipment do so at their own risk. **See Rule 22: Exclusion of Liability**
- (d) The Mini bus must be kept clean and tidy and it is mandatory for all travelling in it to wear seat belts.

### 16 **Volunteers**

- (a) The Club has no paid members of staff, so everyone who contributes and participates in the life of the Club are volunteers who give their time freely. It is therefore essential 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 cake stall, assisting with maintenance and the like.

## 17 **Complaints**

Any complaint with regard to the running of the Club shall be addressed in writing to the Secretary 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 Secretary via the relevant email ([secretary@newport-rowingclub.co.uk](mailto:secretary@newport-rowingclub.co.uk))

## 18 **Reimbursement of Expenses**

Members may only claim reimbursement of expenses if approved by the committee in advance.

## 19 **Sponsorship**

- (a) 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.**
- (b) Where any Member is or will be connected (whether as employee, director, shareholder, partner, agent, introducer, or the like) to a Club sponsor, or has or will receive any benefit from such sponsor, that fact must be disclosed in writing by such Member to the Committee not less than 7 days prior to such connection being effected or benefit being received. It is then in the Committee's absolute discretion to approve such connection and/or receipt of benefit and whether any such sponsorship should commence, cease or continue, as the case shall be.

## 20 **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.

Lost property

Any property left on the club's premise shall, after three months have elapsed from the time a notice is posted on the club's notice board, be deemed to have become club property and the committee shall decide on its proper disposal.

## 21 **Fire Precautions**

Members shall observe all regulations regarding fire prevention laid down by the Committee and must familiarise themselves with the "Actions to be taken in the event of Fire". 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 must not misuse or move fire extinguishers

## 22 **Exclusion of Liability**

The Club excludes liability as follows:

- (a) Neither the Club nor its 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 premises by any members or their guests whether or not the same shall have been given into the care of the Club or their respective Representatives, or whether or not such loss or damage is due to the negligence of the Club or their respective Representatives.
- (b) Nothing in these Rules or the Constitution shall limit or exclude the Club'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 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.

23 **Dealings with the Club**

If any Member is or will become in any way directly or indirectly interested in a proposed or existing transaction, arrangement or contract with the Club he or she must disclose the nature and extent of that interest to the Committee in writing as soon as reasonably practicable after the date on which he or she became aware of that interest or that such interest should arise in the future.

3<sup>rd</sup> December 2018

By Order of the Committee

