

## **ST ALBANS SUB-AQUA CLUB**

### **REGULATIONS**

Approved by the Committee on 16/08/11

As a limited company we are bound by the *Memorandum and Articles of Association*, which sets out the high level rules for meetings etc.

Membership is also subject to adherence to the *Terms and Conditions*. (Article 6 refers).

Copies of both these documents are available on request from the Club Secretary, and are available to all members on the Club website at [www.sasac.co.uk](http://www.sasac.co.uk).

From time to time the committee may make additional decisions regarding the running of the club – these can be found in the minutes of the committee meetings. Some (but not all) of these have been brought together in this document for ease of reference. These *Regulations* need to be read in conjunction with the *Terms and Conditions*, with which they share a common numbering system.

These Regulations are subordinate to:-

- *The Memorandum and Articles of Association*
- *The Terms and Conditions*
- *Any decisions made by the Committee after the date of approval above*
- *Any decisions made by the Committee before the date of approval above on matters about which these Regulations are silent.*

These Regulations take precedence where they conflict with decisions made by the committee before the date of approval above.

Dates in brackets refer to the Committee Meetings at which the clause was approved.

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## **A – Relationship with the British Sub Aqua Club**

1. Under clause L2(b) below, these Regulations shall contain no references to the relationship between St Albans Sub Aqua Club and the British Sub Aqua Club.

## **B – Membership**

- 1) With reference to clause B5 of the *Terms and Conditions*, Membership fees from 1st April 2007 until further notice shall be:-

<b>Membership</b>	<b>Annual Cost</b>	<b>BSAC/Other 3rd Party Insurance Mandatory</b>	<b>Concessions Available (see Note f)</b>	<b>Joining Fee</b>	<b>Notes</b>
Diving (All levels)	£120	Yes	£60	£30	Use of all facilities. Additional costs apply for training. See Note 1
Snorkel/Swimming	£80	Yes if training or open water snorkelling	£40	£15	Use of all facilities (except scuba related)
Short Snorkel Course	£35	Yes	N/A	None	Three month snorkel "taster" membership. Includes training
Non-Diving (Social)	£25	No	N/A but see Note e	None	Not available to divers. No access to Westminster Lodge pool.

All memberships run for one year from 1st April – new members/renewals at other dates are pro-rated

- a) Trainees also pay the following costs when they join:
  - Course materials and administration - £73 (March 09)
  - Kit hire - £65There are no other direct costs for training although trainees are expected to cover instructors' daily costs when visiting open water sites.
- b) If BSAC membership is required this also means that a medical self –certification is required.
- c) The above costs do not include BSAC membership rates
- d) Joining fee is also payable on renewals later than two months from due date
- e) Includes all children under age of 18 unless the children are snorkellers/divers in which case they pay the relevant amount for their own membership.
- f) The Concessionary rate is available to:-
  - i) those who are
    - 65 or over, or
    - under 18, or
    - under 23 and in full time education, on 1st April of the membership year

- ii) those in receipt of means tested jobseekers allowance,
    - iii) others suffering hardship (at the discretion of the committee)
    - iv) those living outside the counties of Hertfordshire, Bedfordshire, Buckinghamshire, Essex, Greater London or Cambridgeshire.
  - g) All members under 18 are Associate Members (not Full Members) - clause B6(b)(i) - and cannot vote at meetings of the club
- 2) Payment by instalments shall generally not be allowed, except in cases of genuine hardship in which case the Membership Secretary is authorised by the Committee to collect the full amount in any reasonable way.
- 3) Under clause B6(a) of the *Terms and Conditions*, the categories of Full Membership offered by the Club are as follows:
- a) Full Diving Membership, which entitles the member to all benefits of membership and the use of all Club facilities (subject to being suitably qualified).
  - b) Non-Diving (Social) Membership, which entitles the member to use any facilities at the Clubhouse on Cottonmill Lane, with the exception of any diving related facility (including the compressor, scuba diving cylinders, regulators, club boats).
    - i) Non-Diving (Social) Members may:-
      - attend the Club at any time,
      - hold club keys,
      - serve at the bar,
      - stand for committee (but refer to clause B4 of the *Terms and Conditions* for restrictions),
      - swim or snorkel in Cottonmill Pool
    - ii) Non-Diving (Social) Members may not attend the Club's weekly pool session at Westminster Lodge Swimming Pool
    - iii) Non-Diving (Social) Membership is not available to those who dive using scuba diving equipment, inside or outside the Club environment.
    - iv) No application for Non-diving (Social) Membership shall be accepted unless the total number of Non-diving (Social) Members (including the applicant under consideration) is less than the total number of Full Diving Members at the time of application. Applicants turned down under this rule shall be wait-listed, and invited to re-apply in turn, if the ratio changes in the future. No existing member shall be expelled from membership, or have any renewal rejected, under this rule.
- 4) Under clause B6(b)(i) of the *Terms and Conditions*, Junior Membership shall be subject to the following conditions:-
- a) Junior Diving Membership shall only be available to those who are the responsibility of at least one *Responsible Adult* who must:-
    - i) be a member of the Club and
    - ii) agree to maintain a diving qualification equal to or higher than the Junior Member, and
    - iii) agree to accompany the Junior Member on all Club trips (excluding pool training and theory lessons) to take responsibility for the Junior Member's welfare and discipline, and

- iv) be either:-
    - the Junior Member's parent or legal guardian, or
    - another adult, who with the agreement of the Club and the Junior Member's parent or legal guardian, is willing and able to act "in loco parentis".
  - b) Under the *Terms and Conditions*, All Junior Members are Associate Members, and may not vote at any meeting of the association or branch, nor be eligible for membership of any committee.
  - c) The minimum age for Junior (Associate) Membership of the club will be 14 (for Junior Diving Membership) and 12 (for Junior Snorkelling/Swimming Membership). The maximum age will be 17. (18/10/10)
  - d) Junior Members will automatically become Full Members on their 18<sup>th</sup> birthday, and shall have full rights and obligations from that date.
  - e) Junior Members shall not buy or consume any alcohol on Club premises, nor shall they serve behind the bar.
  - f) Junior Members shall not be entitled to attend the Clubhouse, or to swim or snorkel in Cottonmill Pool unless accompanied by a *Responsible Adult*.
- 5) Abated Membership, as referred to in clause B6(b)(ii) of the Terms and Conditions, is not currently available.
  - 6) It should be remembered that members of Clubs or Associations, as referred to in clause B6(b)(iii) of the Terms and Conditions who are attending an official event at the Club, are not full members, and are not permitted behind the bar.
  - 7) Under clause B7 of the *Terms and Conditions*, guests may be invited up to three times a year, as well as to an unlimited number of ticketed events. They are entitled to use all facilities available to Non-Diving (Social) Members (see above) but must obtain permission from the Diving Officer before using any additional facilities (eg scuba equipment or Westminster Lodge Pool).
  - 8) Non-member snorkellers using the Club's pool facilities at Westminster Lodge will be charged £4 per person per session. A list of all such persons must be supplied to the Club in advance. (10/1/11)

### **C- Diving Activities**

1. When dive trips are advertised on the board, or by word-of-mouth to other members, it must be made clear if any member(s) of the trip is benefiting (eg a free or discounted place) or if costs are not being allocated equally.
2. Members must be aware that if they put their names onto a list for a dive and pay a deposit, that it is not refundable unless they find a suitably qualified replacement. (9/11/09)
3. The club will assist with the organisation of an interesting and progressive programme of diving and will provide support as detailed in Appendix Three. (9/11/09)
4. The official in charge of the (Westminster Lodge Pool) session, referred to in clause C4 of the Terms and Conditions, shall be the Diving Officer, or any other competent member appointed by the Diving Officer.
5. Free swimming during the Westminster Lodge pool session is only permitted during the first 20 minutes of the session. Underwater Hockey shall not commence until after this 20 minute period. Basic equipment shall be worn by swimmers after the 20 minute period, and they shall not use the area roped off for underwater Hockey unless taking part. (March 09)

## **D – Committee Matters**

1. Under clause 52 of the *Memorandum and Articles of Association*, a resolution in writing signed by all the members ... of the Committee ... shall be as valid and effectual as if it had been passed at a meeting of the Committee ... Under this clause, an email shall be regarded as being “a resolution in writing”, and a plain text signature on an email shall be regarded as a valid signature.

## **E – Equipment**

1. Kit only for the use of FULL DIVING MEMBERS OF SASAC and not for friends / partners etc.
2. Kit is to be returned clean / washed
3. Any faults arising during its use must be reported to the equipment officer as soon as possible so that effect repairs can be made
4. All kit on loan / hire from SASAC will be the responsibility of the person who signs for it. Any losses or damage apart from fair wear and tear will be charged to the person responsible for that kit.
5. A loan period will be from a Wednesday to a Wednesday and will be charged at currently £5 per piece of kit.
6. All kit must be returned before the start of the pool session time so it can be used for training, unless agreed in advance.
7. It is the responsibility of the person signing for the kit to ensure its serviceability before leaving the club house.
8. SASAC committee reserve the right to ask a member NOT to fill any cylinder, even if it is in test if they believe it to be in a dangerous condition. The Committee decision on this will be final.
9. The Air cupboard is for the use by any FULL DIVING MEMBER of SASAC.
10. Training for this is freely available and a written set of instructions are posted on the inside of the air cupboard door.
11. The cylinders filled MUST be in current structural test in accordance with IDEST test regulations.
12. The air station is rated to 232bar, any SASAC member filling a cylinder with a lower working pressure than 232 bar MUST be in attendance at all times.
13. AIR/ NITROX can be filled to 300 bar but this is only available through the blending panel in the compressor room so must be done by a qualified nitrox blender and they must be in attendance at all times.
14. SASAC members are asked not to fill cylinders for non-club members.
15. SASAC can supply air / nitrox fills to non members, but only by prior arrangement with Equipment officer as they will be charged for.
16. Access to the compressor room is strictly controlled. For safety reasons as the compressor will start with out warning.
17. Access to the Oxygen is only available to qualified Nitrox blenders that are registered with SASAC. We will accept any training agency Blending certificate, but any one NOT trained within the club will have to pass a competency test first.
18. Kit Hire Prices

New members receiving ocean diver training In the pool / open water	FREE
Instructors training any grade of diver both pool and open water	FREE
Any committee member using club kit either pool or open water if available	FREE
Anyone else either receiving training or pleasure diving open water	£5 per item
Club kit can be used by anyone who is suitable qualified on a Wednesday evening as long as it is available	FREE

19. Members may cover their own equipment under the Club's Mutual all risks cover scheme. See Appendix One.

20. Open water club regulators have a maximum working depth of 20m. (2/8/10)

21. Members (or non-members) may advertise their own diving equipment for sale on the club noticeboard. (18/10/10)

### **F- Social Activities**

- At the discretion of the Committee, an annual Photographic Competition may be held. The following rules will apply:-
  - Three categories, Underwater, Surface and Humorous.
  - Judges to be chosen from non-competitors
  - Max 6 entries per person.
  - Max size 7 x 5 inches. Or A5.
  - Photographer's name and any modifications made to be written on the back.
  - The competition is open to all members

### **G – Premises**

- Any member is entitled to free hire of the premises for any event, provided that
  - it is available
  - the event is open to all members, and has been advertised
  - the hiring member can arrange setting up, clearing away and bar staff
  - it is for members and their guests only
- Club hire rates are (11/1/10):
  - Bar £30
  - Bar + Pool £60
  - Lecture Room £30
 Rates are per session (morning, afternoon, evening) and may be varied at any time by the Committee.
- Rules regarding private hire etc.
  - Licensing laws must be adhered to. The bar must close and the premises vacated on time.

- Only alcoholic drinks purchased at the bar may be consumed on the premises. (Licensing Act 2003 62(6))
  - It is illegal to smoke inside the clubhouse. Smokers please use the poolside at the rear of the premises, not the car park at the front.
  - The pool cannot be hired for private exclusive use at weekends or public holidays from 1 June to 30 September.
  - Bar staff are all unpaid volunteers. The Club cannot therefore guarantee that they will be available. It is the responsibility of the hirer to ensure that bar staff and keyholders to open/close are available, and if no Members are available to run the bar, the bar cannot open
  - Although it is illegal to give the bar staff “pecuniary benefits” (money), the hirer might like to consider thanking the bar staff by non-monetary means. (maybe free drinks or a small gift).
  - Read and understand section H of the *Terms and Conditions*.
4. Any member is entitled to a set of keys to the premises. These keys shall be restricted to those necessary to enter the building and provide access to the poolside, unless prior approval of the committee has been given for access to the bar, bar store, compressor room, equipment storage room, or any other restricted area. Keys are charged out for a one-off fee of £15, of which £10 is a deposit, refundable upon return of the full set of keys. This deposit shall be retained if the keys are not returned within one year of the member leaving the Club.
  5. In the event of the intruder alarm being triggered while the premises are unoccupied, the system will automatically send a recorded message to a number of volunteer keyholders. The nature of their response will depend on the circumstances, but no keyholder may attend alone. The Alarm System Response Procedures are set out in APPENDIX TWO, which, for security reasons, is not for general release to members or the general public. It shall be restricted to members of the Committee, or any such person that the Committee shall authorise. (19/10/09)

## **H- Bar**

1. The Considerate Neighbour Policy, referred to in clause H8 of the *Terms and Conditions*: requires the following actions to be taken no later than 11pm on all evenings that the Club is open:-
  - all external doors and windows to be closed.
  - external poolside lights to be turned off
  - all members and their guests to move inside from the poolside or the car park
  - music to be turned down to a level that will not cause disturbance
  - members and their guests must leave the premises quietly

## **I – Finances**

1. Members spending their own money on behalf of the Club should ask the Treasurer for reimbursement using the official expenses form (19/5/11), which will be made promptly. Money must not be taken from the bar till to reimburse expenses.
2. For official club training dives only (dives that are open to all divers and logged and approved by the DO (7/4/11)), instructors may claim back from the Club the costs of entry fees to diving venues such as Stoney Cove. (18/10/10)

## **J- Risk Assessment**

1. See the separate Risk Assessment file.
2. Cottonmill Swimming Pool may be used at any time by:-
  - a. Suitably Qualified Members, defined as any adult Club Member who holds any of the following qualifications:-
    - BSAC Sports Diver or higher
    - PADI Rescue Diver or higher
    - Royal Life Saving Society Bronze Medallion or higher
    - Any other qualification deemed to be acceptable by the Diving Officer
  - b. Members, Guests and Children, while a Suitably Qualified Member is on the premises.
  - c. Any other adult Member who has signed the following disclaimer, or a set of Rules/Regulations containing it:-
    - *"I understand that Cottonmill Swimming Pool is not, and cannot be, maintained to modern safety standards, nor is it supervised. I hereby accept the inherent risks and dangers of using the pool, and do so entirely at my own risk."*  
(20/7/09)

## **K – Welfare Policy**

1. The Club's Privacy Policy is shown at Appendix Four. (18/10/10)

## **L – Changes to these Regulations**

2. These Regulations may be amended by the Committee at any properly constituted Committee Meeting, or by any other means that are in accordance with the *Memorandum and Articles of Association*
3. These are low level regulations, and must not contain anything relating to:-
  - a. The Club's incorporation as a Limited Company
  - b. The Club's relationship with the British Sub-Aqua Club
  - c. The supply of alcoholic beverages, or any other matter relating to the Club's licensing under the Licensing Act 2003.
  - d. Any other matter which would create an obligation to notify, or send a copy of these Regulations to, any external body.



## **APPENDIX ONE**

### **St Albans Sub Aqua Club**

#### **Mutual All Risks Cover on your personal diving equipment**

You may wish to know that the Club runs a mutual scheme for the benefit of Club members at much cheaper rates than commercial companies. The scheme has been in successful operation since 1988.

#### **What does mutual mean in this context?**

This is an internal scheme and does not involve outside companies at all. Each participating member pays an annual contribution into a central fund maintained by the Club, which is used to settle claims. If the central fund contains insufficient money to settle any claim each individual member will be called upon to pay pro rata to cover those claims. This has not been necessary since the scheme began. Funds held will be kept in bank accounts subject to signature of any two of four members of the committee.

#### **All Risks Cover on Equipment**

Your own personal gear will be covered for loss or damage. You will have to pay an annual contribution based upon the value of your diving equipment and possibly an additional amount if claims exceed the central fund. The scheme year is 1st May to 30th April. Cover is "New for old" and therefore it is most important that the declared value of your equipment represents the replacement cost. Equipment acquired during the scheme year is automatically covered for no further cost, but no claim will be paid without sight of a receipt evidencing date of purchase

#### **Contributions**

Contributions are layered, according to the replacement value of your diving equipment, in the following manner:

Value up to £2,000.00

Contribution £20.00

Values above £2,000.00 will pay £20.00 plus £1.00 per £100.00 (or part thereof) of equipment value. This is equivalent to 1% of equipment value - e.g. equipment value £3,245.00 = contribution £33.00.

#### **Excess**

An excess or deductible of £40.00 each and every claim will apply.

#### **Exclusions**

Cameras and associated equipment are not covered. Dive watches (as distinct from computers) are not covered. Rebreathers are not covered. (6/9/10) This scheme does not cover personal accident, third party liability, boats, engines, trailers and ancillary equipment.

#### **Claims**

When claims are submitted they will be dealt with by the scheme sub committee who will meet when necessary to deal with them. This sub committee consists of 4 members of the club nominated by the main committee. Claims under £250 will be agreed by any two members, above that any three.. Please retain receipts for your diving equipment. If you lose or damage any equipment obtain a witness who can confirm the loss or damage. If a theft occurs it must be notified to the police and a police station report and reference obtained.

The Mutual Fund Manager has claim forms, which are also available on the web site at [www.sasac.co.uk](http://www.sasac.co.uk)

## **APPENDIX TWO**

For security reasons, this Appendix is not for general release to members or the general public. It shall be restricted to members of the Committee, or any such person that the Committee shall authorise.

## APPENDIX THREE

### PROTOCOL FOR CLUB SUPPORT FOR DIVE TRIPS

The club wants to assist with the organisation of an interesting and progressive programme of diving and will provide support at three levels. As with all such programmes the club reserves the right to review these terms at any time. In all cases these facilities are only available to diving members of the club.

#### Training Dives

It's unfair on a training officer to book trips on their own account and thus the club will book these in its own name and take responsibility subject to the following criteria:

- A maximum of three boat bookings will be allowed each calendar year, of a maximum of four days each or a total of 12 days
- The support will only extend to diving activities, not accommodation.
- The trips will be held open for trainees and instructors until four weeks before the event when they will be opened up to club membership generally.
- The TO may book these dives only in consultation with the DO
- The club will pay the deposits for the dives and take responsibility for the final payment. However it is expected that all deposits will be collected within a short period of people booking on dives and the final payment will be collected four weeks before the dive takes place so that last minute drop outs do not cost the club money

#### General Dive Trips

The club will provide cash flow support only for general diving trips in the UK and **all bookings remain the financial responsibility of the organiser**. This is designed to allow the booking of diving trips pending collection of deposits from participants and therefore will always be a relatively short term commitment by the club. The following criteria must be followed:

- The club's overall exposure at any one time under this facility will be £5000. The facility can only be used to make deposit payments as it is expected that trip participant will pay their share of the final costs in time for the organiser to pay the provider
- The use of this will be subject to Committee approval – but the committee will consider requests between committee meetings.
- The trip must meet the rules regarding cost transparency and BSAC safe diving practices.
- Accommodation will only be included when it is either part of the overall package or must be booked at the same time to ensure the trip can proceed
- Payment will be made to the organiser so that there is no doubt that the booking is not in the clubs name
- The organiser will collect deposits from participants as soon as possible after advertising the dive
- Any shortfall in numbers on a dive will be the financial responsibility of the organiser.
- After advertising the dive, the organiser will pay back the Club in the shortest possible time, and must in any case pay back to the Club no later than six weeks prior to the dive.
- The Committee will review the progress of all loans on an ongoing basis, and reserve the right to demand that the money be repaid.

#### 'Expeditionary' Style Trips

If a member of group or members wants to organise a trip that is out of the ordinary and will require exceptional support they may put a case to the committee.

## **APPENDIX FOUR**

### **PRIVACY POLICY**

1 How St Albans Sub Aqua Club (SASAC) collects information about you  
SASAC operates [www.sasac.co.uk](http://www.sasac.co.uk) and also collects information via its membership application form completed by members at the point of joining the club. This policy sets out how your personal information will be treated. We are committed to safeguarding the privacy of the club's members. If you are unhappy with the website's practices please contact the webmaster, using the contact details below. If you are unhappy with the application form please contact the Webmaster, details also below.

#### **2 Information collected by SASAC**

The website uses forms to collect personal information about you, your lifestyle and your preferences. All members who complete an application form on joining the club and who supplied an email address at that point will have an account created for them on [www.sasac.co.uk](http://www.sasac.co.uk). This account will include a username, using the format 'firstname.surname', the member's email address and a password. On activating their account members have the option of providing further information about themselves. In addition to the information gathered through forms, the website also records the internet protocol address of members' computers. The application form //INSERT DETAILS HERE OF WHAT INFORMATION COLLECTED VIA APPLICATION FORM//

#### **3 Why this information is collected**

Your personal information is primarily used to provide you with SASAC's member services, including the use of forums at [www.sasac.co.uk](http://www.sasac.co.uk) and //DETAILS OF OTHER REASONS WHY MEMBERS MAY BE CONTACTED//. However, it may also be used to inform you about other services offered by SASAC or about the administration of [www.sasac.co.uk](http://www.sasac.co.uk). Your personal information will never be shared with third parties outside of the club without your explicit permission. We reserve the right to disclose personal information about you to the extent that we are required to do so by law, and in order to protect the club.

#### **4 Use of 'cookies' by [www.sasac.co.uk](http://www.sasac.co.uk)**

This website uses 'cookies', which are files placed on your computer's hard drive. They are placed on your hard drive each time you log in and used to improve the usability of the website. Unless they have been corrupted, all cookies will be deleted when you log out. You can set your computer's browser to automatically block cookies, but this may affect the smooth running of the site.

#### **5 Your rights**

You can change your personal information on [www.sasac.co.uk](http://www.sasac.co.uk) by visiting the 'Edit Profile' section in the 'User Control Panel'. If you no longer wish to be contacted in relation [www.sasac.co.uk](http://www.sasac.co.uk), visit 'Edit Options' in the 'User Control Panel' and uncheck the box asking if you'd like to receive emails from administrators. If you wish to cease using the service altogether, please contact the webmaster using the contact details below.  
//INSERT DETAILS HERE ABOUT HOW CAN CHANGE INFORMATION RELATING TO APPLICATION FORM AND/OR UNSUBSCRIBE TO SERVICES MEMBER SERVICES CONNECTED TO INFORMATION PROVIDED IN THIS FORM//

#### **6 Security**

Reasonable steps have been taken to prevent the loss, misuse or alteration of your personal information. However, data transmission over the internet is never 100 per cent secure, so we can't guarantee the security of your information held on [www.sasac.co.uk](http://www.sasac.co.uk).  
//INSERT DETAILS HERE ABOUT SECURITY OF APPLICATION FORM//

7 Links to other websites from [www.sasac.co.uk](http://www.sasac.co.uk)

Where sasac.co.uk contains links to other websites, we are not responsible for the privacy policies of these sites.

8 Policy changes

This privacy policy may be changed from time to time, so please monitor it to make sure you are happy with any alterations.

9 Contact details Any questions regarding [www.sasac.co.uk](http://www.sasac.co.uk) should be emailed to the webmaster at [webmaster@sasac.co.uk](mailto:webmaster@sasac.co.uk) Any questions about application form should be sent to the Webmaster