



**SAILING CLUB OF THE EU INSTITUTIONS –
CERCLE NAUTIQUE DE LA COMMISSION
EUROPEENNE, CNCE a.s.b.l.**

**(EX-CERCLE NAUTIQUE DES COMMUNAUTES
EUROPEENNES)**

**INTERNAL RULES OF PROCEDURE
(LAST UPDATE 18 MARCH 2016)**

These Internal Rules have been adopted by the Executive Board (hereafter "Conseil d'Administration" or "CA") of the CNCE (hereafter the "Club") on 17 January 2008 pursuant to article 18 of the Statute of the CNCE of 10 July 2006. It has been updated on 20/01/2011, 5/10/2011, 8/03/2012, 12/06/2014 and 18/03/2016. It sets out how the CA intends to implement its Statutes and to deal with a number of related questions. This document is also intended to guide organizers of Club activities by clarifying what will be normally deemed acceptable by the CA.

PART I: IMPLEMENTATION OF THE CNCE STATUTES

1. Article 2 of the Statute: The Seat of the CNCE

All correspondence of the Club shall bear the office address of the Secretary, see address on CNCE's website (www.sailcnce.eu). All interlocutors of Club should be invited to send their correspondence to that address or to the Club e-mail address: info@sailCNCE.eu.

All information to be disseminated on behalf of or involving the Club must be sent via the Secretary, or any other CA member authorised by the CA.

2. Article 3 (3) of the Statute: Aims of the CNCE – Cooperation with other organisations

The CA may consider entering into cooperation with other organizations on a permanent basis or for specific projects such as a particular training course.

The CA shall present a summary of all on-going cooperation to the Annual General Assembly. The draft programme of activities for the next year shall clearly identify activities involving cooperation with other organizations.

Insofar as cooperation with other organizations implies a financial commitment of the CNCE, a decision of the CA will be required on a case by case basis.

3. Article 6 of the Statute: Membership

(1) Regarding applications for "executive membership – membres effectifs" (Article 6 paragraph 1) the CA shall consider whether appropriate evidence has been provided of, in particular

- compliance with the criteria laid down in the Statute;
- past participation in and support for Club activities;
- prospects for medium/long term involvement with the Club;
- general criteria such as the overall number of "membres effectifs".

Decisions shall be duly recorded in the minutes of the CA meeting concerned.

Applicants shall be informed accordingly as soon as possible. The necessary steps with the *Tribunal du Commerce* and the *Moniteur Belge* shall be taken within a reasonable period.

The CA considers it most appropriate to receive and process applications for "membres effectifs" when applicable and in particular with the election of a new Board.

(2) Regarding normal (*adhérent*) membership (Article 6 paragraph 2), receipt of the enrolment form by the Club secretary and the payment of membership fees shall be considered a valid application for Club membership. Payment of the membership fees without transmission of the enrolment form shall not be considered as a sufficient application; however, the secretary shall remind the person concerned of this situation.

The CA shall decide on normal membership applications in each meeting by recording the newly received applications and considering whether there are any reasons for denying membership in individual cases.

New members will be added to the list of Club members (Article 25 paragraph 2 of the Statute) and the date recorded without further confirmation to the individuals concerned.

4. Article 7 of the Statute: Honorary Members

Exceptionally, and at the latest in its last session before each Annual General Assembly, the CA may consider whether to grant honorary membership.

5. Article 9 of the Statute: Termination of membership

Article 9 (2): In order to prepare any decision by the General Assembly on the exclusion of a Member, the person concerned shall have the opportunity to submit comments, either orally or in writing, to the CA. The CA may submit an appropriate summary of the case concerned to the General Assembly. The person concerned shall be entitled to participate in the relevant General Assembly but shall not be present for the vote.

Article 9 (3): Members "adherents" at year N that have not paid their membership fee by March 31st at year N+1, are automatically considered to have resigned. If they wish, they can reintroduce a new membership request according to the provisions in force. A reminder will be sent to the members in due time, once a year.

The CA may however avoid the expiry of membership in such a case by deciding to suspend the membership rights of the person concerned for as long as the membership fee has not been paid.

6. Article 13 of the Statute: General Assembly – Votes

In preparation for votes in the general Assembly, the Club Secretary establishes at the latest two weeks before the general Assembly meeting which members will qualify for voting rights pursuant to article 13 paragraph 3 of the Statute, ie those having paid their membership fees.

7. Article 14 of the Statute: The Executive Board (Conseil d'Administration, CA)

Article 14 (5): Members. The President shall ensure supervision, the co-ordination and the general organisation of the deliberations of the CA and other members of the CA in the general interest of the circle.

The Vice-President seconds and assists the President; he represents him in his absence in any and all of his responsibilities.

The Treasurer prepares budgetary plans, ensures the keeping of accounts as well as the execution and supervision of all the financial transactions and in particular payments.

The Secretary is tasked with the drafting of the meeting minutes and their circulation to CA members, as well as that of the necessary lists and registers as required by the Statute. He prepares all correspondence and communication with members and outside partners as well as ensuring the circulation, as agreed, of any document and documentation. The Secretary shall also take care of administrative relations with the European Commission and with external organisations.

The collective purpose of Members of the CA is to implement the general objectives of the Club and the proper conduct of its activities. They shall attend all CA meetings for their entire duration unless there are insurmountable obstacles.

8. Article 21 of the Statute: Membership fees

Article 21 shall be interpreted as meaning that new members must pay the full membership fee for the year, irrespective of the date on which they become members.

PART II: DEVELOPMENT AND IMPLEMENTATION OF ACTIVITIES

1. The CNCE Activities Programme

The CA shall submit to the Annual General Assembly a first draft programme for the coming season. The draft programme is non-binding. It does not require a vote in the Annual General Assembly but may be amended in view of any comments made on that occasion. The CA may modify the draft programme at any time.

Activities proposed by a non-member may become a Club activity only if the organizer becomes a member. However, in order to qualify as a Club activity, it must be approved by the CA and recorded in the CNCE programme.

2. Preparation and approval of activities

2.1. Decisional process

2.1.1 All the operational decisions of the CNCE are taken according to article 16 of the statutes of the CNCE.

2.1.2 In case of urgent need to decide on the organisation of an activity the CNCE CA's decisions can be taken by email or by web-based voting tools.

2.1.3 According to article 16 of the statutes a member of the CA can delegate his/her vote to another member of the CA. This will be done by email addressed to all the members of the CA.

2.2 General principles

2.2.1 Organisation of activities

2.2.1.1 Only members of the CNCE can organise and participate to activities organised by the CNCE. Every member of the CNCE can submit to the secretariat of the CNCE, or to any member of the CA, a proposal for organising a nautical activity/event (including social activities/events) or any other related project. The proposal will include a detailed description of the activity/event (including programme and time schedule, estimated number of participants, skippers required, a draft announcement etc) and a budget estimation including quotations and/or draft contract (including price, deposit -if relevant-, cost of options etc) from service providers (boat charter companies etc). The proposal must also specify in details the nature of the support requested by the CNCE.

For the organisation of nautical activities/events (including social activities/events) **involving a financial commitment of the CNCE**, the organiser will submit his/her proposal to the CA within the following minimum time limits: for nautical activities: 4 weeks for 1 day event, 5 weeks for 2 days event, 6 weeks for 3 days event, 8 weeks for 4 or 5 days event, 12 weeks for 6 or more days event; for social activities: 4 weeks. There is no time limit for the submission of a proposal for an activity not requiring a financial contribution of the CNCE.

2.2.1.2 After reception of a proposal for the organisation of a nautical activity (including social events), the CA will decide within the shortest possible time limits, following the procedure mentioned in section II.1 and communicate its decision to the organiser. In case of approval, the CA will ensure the timely communication of the activity to all the members of the CNCE. The CA will inform the organiser about the rules of the CNCE concerning the organisation of activities/events or other related projects.

2.2.1.3 The organizer of the activity is responsible for the proper administration of all registrations and payments. The organiser must also ensure that all invoices and other requests for payment are submitted timely to the Treasurer for implementation. The organiser shall ensure the responsible management of the activity. She/he will provide all the necessary information to all the participants of the activity (rules of the CNCE, equipment required, venue instructions, organisation of catering, organisation of the safety briefing at the beginning of the sailing activity etc), will organise transport (if required) and the collection and administration of the kitty (when applicable). The CNCE declines all responsibility for transport to and from an activity.

2.2.1.4 The organiser will comply with the principles and communication policy (flags, sails, dodgers etc) of the CNCE during the activity to ensure visibility of the CNCE, as well as, of EU symbols.

2.2.1.5 In case the CNCE provides any material during an activity (e.g. safety jackets, GPS, VHF, charts, dodgers, flags, sails, etc.), the organiser of the activity is responsible for collecting the loaned material from the appropriate CNCE's representative and for bringing it back to the same person in good operating condition at the return from the trip. However, during the activity the loaned CNCE material is under the responsibility of the skipper.

2.2.1.6 The CA is responsible for selecting, publishing and updating on the website of the CNCE the list of skippers recognised by the CA on the basis of their sailing experience and any specific rules decided by the CA (Annexe 1). Professional skippers are exempted from this rule.

Until the CA establishes specific rules, to be recognised by the CNCE, a skipper must submit a sailing CV displaying sufficient sailing experience and must be recommended by two other skippers already recognised by the CNCE. Professional skippers are exempted from this rule. Any newly recognised by the CNCE skipper will commit himself/herself to follow (if not already done) a first aid course and an ISAF safety course within one year after the approval of his application by the CA.

2.2.1.7 In every CNCE sailing activity there must be a skipper recognised by the CNCE to **ensure safety** for the crew members and particularly the less experienced. The skipper will follow as much as possible the programme prepared by the organiser, however he remains responsible to adapt the sailing schedule (destination and programme) according to the experience of the participants and the weather forecast. The skipper will always give at least a safety briefing and basic training to the crew members at the beginning of the trip.

2.2.1.8 The skipper is responsible for performing all the necessary checks of the boat (inside and outside) before and after the trip, to ensure the restitution of the deposit by the charter company at the end of the trip (assuming that there is no damages/losses during the trip). According to the practices of the charter company, the skipper will fill in a check list before the start of the trip, mentioning the equipment provided by the charter company, as well as, all the visible existing damages on the boat (inside and outside).

2.2.1.9 The skipper will not sail in open sea if the official weather forecast announces 7 Beaufort and above.

2.2.1.10 The skipper will fill in a logbook during the sailing activity. A copy will be send to the secretariat of the CNCE within one month after the end of the sailing trip.

2.2.1.11 A brief report should be produced by the organiser to the secretariat of the CNCE within 1 month after each activity, detailing participants, costs, and any unforeseen events which took place during the activity.

2.2.1.12 Activities organised by non-members

The CA may consider activities proposed by non-members with a view to bringing them to the attention of members. Announcements concerning activities outside the CNCE programme must state clearly that they are not CNCE activities. As a principle these activities should not overlap with CNCE's activities listed in the annual programme of the club. The CNCE declines any financial liability whatsoever or responsibility of any other nature for all such activities.

2.2.1.13 Liability waiver declaration by participants in activities.

Participants in Club activities are expected to sign a liability waiver declaration provided by the CA.

2.2.1.14 Club equipment and resources

The CA may set aside a reasonable amount of funds for the acquisition and maintenance of sailing equipment (e.g. life-vests) and accessories, navigation devices, etc. Such material shall be made available for use solely by CNCE members. Training material (DVDs, books, charts, etc) may be acquired for the Club within reasonable limits, for use in CNCE training courses and by members. The Secretary shall keep an up-to-date register of such equipment and training material and monitor its hiring, use, and good operating condition. In case of loss or damage the member(s) responsible will be held liable for appropriate reimbursement.

2.2.2 Financial issues related to the organisation of activities

2.2.2.1 Costs per participant (i.e., crew members and skipper) are determined at the moment the activity is published. The costs are equally shared between the participants.

In the case of an activity involving the chartering of a boat, the cost is calculated based on the total price of the charter fee, including options like spinnaker, etc (however, excluding kitty, harbour costs, fuel, etc.) divided by the expected number of participants. The organiser will inform the participants in advance (before they register) that the PAF might increase if fewer participants than expected register finally for the activity.

2.2.2.2 The cost of the activities (charter fee, etc.) should always be negotiated, by the CNCE itself or by the organiser on behalf of the CNCE, to the maximum extent.

2.2.2.3 As a principle, no profit should be made from an activity. However, where activities involve any assets owned by the Club, the PAF will be calculated taking account of capital costs, depreciation and eventual replacement of these assets, at a level to be decided by the CA.

2.2.2.4 In case of deficit (number of participants less than foreseen), this will have to be borne by the participants themselves, equally shared among the participants. **Participants should be informed about that (by the organiser) before they register for an activity.** Exceptionally, in case of deficit, the CNCE will contribute with the quota corresponding to maximum 1 (missing) participant if the request for the organisation of the activity has been submitted to the CA within the time limits set in section 2.2.1.1; however, this contribution will not exceed 100 euro per activity.

2.2.2.5 For all the activities organised by the CNCE which are organised as established in section 2.2.1.1, published and effectively open to additional participants (i.e. for which a broadcast email –e.g. NavLetter- requesting additional participants has been sent to the CNCE mailing list in advance – see section 2.2.1), ***provided that the relevant financial transactions (such as payment of the boat rental fees and receipt of participation fees) are made via CNCE's bank account***, CNCE will subvention the cost (or part of it) corresponding to the skipper's participation (skippers' quota for the rent of the boat), established as in section 2.2.2.1. The subvention will not exceed 100 euro per boat participating to an activity. The CNCE may decide to cancel temporarily this clause according to budget availability or other relevant reasons.

In any case, the CNCE will not cover the skipper's expenses related to his/her travel and kitty contribution. Funding of skipper quota and other related costs in case of extensions of activities should be decided by the CA on a case by case basis.

2.2.2.6 In exceptional cases (in particular, to ensure participation to regattas), the CA may decide to subsidise the participation of a second skipper on the same boat to ensure the safety of the crew and of the boat, in case weather conditions require it.

2.2.2.7 The CA of the CNCE may decide, on a case by case basis, to subsidise a part of the costs of training courses organised under the CNCE's auspices so as to increase the number of members able to fulfil the role of skipper. This subsidy will not exceed 10% of the per capita cost of the training and in no case it will exceed 50 euros per person and activity.

2.2.2.8 Payments

2.2.2.8.1 For the activities approved by the CA (see 2.2.1.1), if requested by the organiser at the submission of his proposal, the CNCE might pay in advance the charter company for booking the boats required, under the condition that at least half of the participants required (see 2.2.2.1) have paid to the CNCE their participation fee for the activity concerned. In case, not enough participants are found for the activity, provision 2.2.2.4 applies. For the activities approved by the CA (see 2.2.1.1), if requested by the organiser at the submission of his proposal, the CNCE might also make the advance payment for the deposit corresponding to the guarantee mentioned on the contract of the charter company. The organiser is responsible for recovering the full amount of the deposit back to the CNCE's bank account. The CNCE might cover fees (up to 50 euro per boat) related to coverage of reducing the amount of the deposit. The CNCE might also cover the fees related to the registration to regattas (up to 50 € per boat).

2.2.2.8.2 Participation of CNCE members to the activities is confirmed only after transfer and reception on the CNCE's bank account of the amount established as described above (section 2.2), within the deadline fixed for the activity. Registration in any activity is based on the principle "first paid-first served", subject to ensuring that the crew composition can ensure the safe operation of the vessel. The organiser is ultimately responsible for the management of registrations and the constitution of the crews. Non-members do not qualify for participation except in activities explicitly declared open to non-members by the CA.

2.2.2.8.3 Following registration to an activity, in case of non participation, except for proven medical reason (a medical certificate must be provided), the amount paid will be returned integrally only if a suitable replacement is found.

2.2.2.8.4 In case of urgent need in the course of the activity, any urgent and minor overspend (less than 50 euro) is authorised. Urgent expenditure of less than 500 euro can be committed with the agreement of the President or Treasurer in so far as it cannot await the next CA meeting. The CA might adopt specific rules concerning urgent expenditures for the boats owned by the CNCE.

2.2.2.9 Insurances and damages

2.2.2.9.1 The organiser is responsible for registering the appropriate and cost effective insurance contract covering the deposit mentioned on the contract of the charter company (for example, skipper on line, or other) before the beginning of the activity. In addition, for

activities of 3 or more days, the organiser might register cancellation insurance. The related cost will be shared between the participants.

2.2.2.9.2 As a principle, costs for any damages to the boat or losses of equipment are not covered by the CNCE. The organiser and the participants might decide on how these costs will be shared among them.

2.2.2.9.3 However, exceptional damages which cannot be attributed to negligence of the participants might be considered by the CA on a case by case basis for possible partial or total reimbursement (e.g. excess of skipper franchise, litigations with the charter company etc).

2.2.2.9.4 The organiser is responsible for resolution of any dispute with a third party involved in an activity (chartering company etc).

2.2.3 Management of CNCE boats

The CNCE Executive committee might develop specific rules for the management of CNCE boats and the organisation of activities with these boats.

These specific rules will be attached as annexes to this document after their adoption by the Board (Annexe 2).