

FORTH CRUISING CLUB

CLUB RULES

Club Rules sit alongside the Constitution for the day to day running of the Club

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1 Facilities

- 1.1 Members will have access to all Club premises and facilities with the exception of the office, store cupboard and bar within the Clubhouse, access to which is reserved for use by the Committee. The Bar Manager will also have access to the bar and cupboard.
- 1.2 Access to the Clubhouse and Workshop is by coded locks with combinations given to paid-up members. The codes will be changed annually by Committee decision and at any other such time as the Committee deems appropriate.
- 1.3 The keys for access to the garden shed and starter's box will be kept adjacent to the Clubhouse notice board. Keys for the Club Boat are kept in a combination lock box in the Workshop where only Club Boat qualified Club members have access. All keys must be returned after use.
- 1.4 Security of Club premises and facilities is the responsibility of **all** members. The last member to leave Club premises must ensure they are left secure. (Lighting in both toilets is controlled by sensors but all other lights and appliances are to be switched off.)
- 1.5 Names and contact details for all Committee members will be displayed on the Club notice board in the Clubhouse and website. A list of registered boats and their owners' names and contact details will also be displayed on the notice board in the Clubhouse and on the members' Private page of the Club website. Names and contact details will be redacted as appropriate to comply with owner's data privacy preferences.
- 1.6 The general tidiness of Club premises and facilities will be the responsibility of **all** members. Any perceived misuse by a member should be challenged and/or brought to the attention of a Committee member.
- 1.7 Any member perceiving a problem with any of the Club facilities should bring it to the attention of any Committee member. If they are unable to resolve the issue they will pass it to the appropriate Committee member. If there is still no resolution the matter will revert to the Committee.
- 1.8 Friends of members are welcome to make use of the Club facilities when accompanied by a Club member, but anyone who makes more than casual use of the facilities will be expected to apply for membership.
- 1.9 Visiting members of other yachting or sailing clubs who arrive by sea are welcome to use facilities for the period of their visit. Such visitors are expected to treat the facilities with respect and to take account of Club Rules where these are made known to them. Visitors can be provided with a visitors door code which gives access to the lower hall and toilet/showers only. Visitors' access to the Clubhouse lounges is normally permitted when accompanied by a member. Use of the lounge area by other local Clubs can also be authorised, by the Committee, by prior request. Door access to the lounge in this case must be given by a Committee member. The members' door code **must not be** disclosed to non-members.
- 1.10 Smoking and vaping is prohibited within all enclosed Club Premises, ie Clubhouse, Workshop, Starter's Box and garden shed (smoking is prohibited by law) and any abuse of this rule by any member should be challenged and reported to a Committee member.
- 1.11 Dog fouling is prohibited on Club premises and members are encouraged to challenge the dog owner if such activity is witnessed and request the owner to remove the fouling.

2 Conduct of members

- 2.1 Any member can inform any other member that their conduct is unacceptable. If this conduct continues the Committee must be informed and an explanation required prior to any disciplinary action. Any member's conduct which, in the opinion of the Committee, is either unworthy or otherwise injurious to the interests of the Club will render the member liable to disciplinary action by the Committee as defined by the Constitution. This may include expulsion or non-renewal of membership.
- 2.2 Members will be responsible for the conduct and safety of their children (ie under the age of 18) in or upon Club Premises.

3 Conduct of guests and visitors

- 3.1 Any guest or visitor whose conduct, in the opinion of the Committee or a member of the Committee, is either unworthy or otherwise injurious to the interests of the Club may be requested to leave the Club premises immediately. The member responsible for the guest may also be liable to disciplinary action by the Committee.

4 Damage to Club Property

- 4.1 A member or guest will not knowingly remove, destroy or damage any property of the Club. Any such damage will be reported to the Committee and the member will be required to make restitution for the same if called upon to do so by the Committee.

5 Complaints

- 5.1 Complaints relating to the management of the Club are to be addressed in writing to the Secretary for the Committee's consideration at its next meeting.
- 5.2 Complaints relating to any other aspects of the Club (premises, facilities other members etc) can be raised with any Committee member who will try to resolve it. If unable to do so the Committee member will bring it to the attention of the appropriate Committee member for their action. If the complainant is not fully satisfied the complaint should be made in writing by the member to the Secretary for the Committee's consideration at its next meeting.

6 Outstanding Fees and Charges

- 6.1 If at any time fees or charges payable to the Club by any member or former member are outstanding for 3 or more months the following will apply:
- The Club will at all times have a lien over members' or former members' property located on or in Club premises in respect of all or any monies due to the Club, whether in respect of arrears of subscriptions or otherwise.
 - The Committee will be entitled to sell any property located on or in Club premises belonging to the member or former member upon giving them one month's formal notice in writing, by registered post, at their address as shown in the Club files. The Club reserves the right to charge for storage for any property located on or in Club premises belonging to the member or former member, at a rate decided by the Committee, until such time as the owner collects the same and pays any storage fee or the property is sold or disposed of.

- Any monies due to the Club (whether by way of arrears of subscription or otherwise) will be deducted from the net proceeds of sale before remitting the balance (if any) to the member or former member. Alternatively, any property, which in the opinion of the Committee cannot be sold, may be disposed of in any manner the Committee (acting reasonably) may think fit and any expenses incurred recovered from the member or former member. Any arrears of subscription or otherwise will be deemed as a debt owing to the Club by the member or former member.
- Written evidence will be maintained by the Committee and made available to show that all reasonable steps have been taken to trace a member or former member. When and if the member's or former member's property is sold and if the Club is unable to account to the member or former member for the net balance of the proceeds of sale, then any balance of the proceeds of sale will be placed upon an interest bearing account and retained for a period of 6 years against the eventuality of a claim by the owner within the said period. If no claim is made within the said 6 year period, the funds will revert to the Club.

7 Abandoned Property (including Boats)

- 7.1 The Committee is to be advised of any member's or former member's property which is deemed to be derelict/deserted/abandoned/hazardous. If required, the Committee will decide the appropriate action.
- 7.2 Derelict/deserted/abandoned/hazardous property remaining on the Club premises is to be removed by the member or former member within 14 days following receipt of a formal communication from the Committee. If the property is not removed at the expiry of the said 14 day period, then the Committee is entitled to move the property to any part of the Club premises it deems appropriate. The Club will not be liable for any loss or damage sustained in the moving of such property. Thereafter the rules for the recovery of **Outstanding Fees and Charges** will come into effect.

8 Clubhouse

- 8.1 Wet sailing clothes and soiled working clothes and boots are not to be worn in the Club lounges.
- 8.2 The Clubhouse door on Brucehaven Road is an emergency fire exit and an entrance/exit for less able members. Keys for such access will be made available on request to the Committee. RC (Clubhouse) will manage and record the issues/returns of these.
- 8.3 RC (Clubhouse) will hold keys to the office and record the issues/returns to/from the Committee and Bar Manager. RC (Clubhouse) is also responsible for setting the combination lock on the bar. This combination is available to the Committee and Bar Manager.
- 8.4 The Clubhouse lounge may be used by members for private functions at the discretion of the Committee. An appropriate notice will be posted in advance on the Club notice board.
- 8.5 Assistance animals are permitted in the Clubhouse. Others can be permitted if kept under control. Wet dogs are not admitted.

9 Workshop

- 9.1 Light craft, inflatables, masts, spars, oars and other gear belonging to members may be kept or repaired in the workshop at the discretion of the RC (Clubhouse) and should be clearly marked with the owner's name. (This includes inflatables stored in the external racks).
- 9.2 All inflatable dinghies will be removed from the workshop and external racks for the period between Club Crane out and Crane in. All ladders not owned by the Club will be removed for the period between Club Crane in and Crane out – the Committee has discretion to make an exception for less able members.

10 Club Boat

- 10.1 Each use of the Club boat is to be authorised by RC (Club Boat).
- 10.2 Operation of the Club Boat is restricted to the following qualified members:
- RC (Club Boat).
 - Any member who has a minimum of the RYA Level 2 Power Boat or equivalent qualification.
 - Any member who has had instruction on the operation of the Club Boat by RC (Club Boat).
- 10.3 A list of all qualified coxswains will be placed on the Clubhouse notice board and on the members' Private page of the Club website.
- 10.4 The Coxswain of the Club Boat must at all times use an emergency kill cord and also ensure that all persons on board wear a lifejacket or a personal floatation device.
- 10.5 In an emergency the Club Boat can be used by any qualified Club member without prior authorisation by RC (Club Boat)

11 Boat Registration, Harbours & Moorings

- 11.1 All boats stored/moored on Club premises and/or used in Club sponsored events will be registered with the Club via a Boat Registration Form.
- 11.2 The Boat Registration Form will include any application for a mooring for subcategory 1 members.
- 11.3 The Boat Registration Form carries a signed declaration by the boat owner/part owner that the boat is insured to at least third party (minimum £2 M) throughout its registration.
- 11.4 The Club has moorings in Brucehaven and Limekilns Harbour. Brucehaven has a maximum LOA boat limit of 8.2 metres (27 feet) because of the mooring spacing.
- 11.5 Sailing is not permitted in the Club's harbours (except in the case of an emergency on return to port). Boat speed in harbours should take cognisance of other activities within the harbours and be regulated accordingly.

- 11.6 Noisy Rigging - It is the responsibility of ALL members to ensure that ALL steps are taken to stop what is a public noise nuisance. Pulling ropes/wires away from the mast may solve the issue but not in all cases and as such members are expected to know what noise issues their boat has and take appropriate action. Members will be held responsible to minimise this issue with their boats either on its mooring or ashore.
- 11.7 Physical location/layout of moorings in the Club's harbours will be set by RC (P&M) in line with the Club's current mooring policy
- 11.8 The Club owns all mooring sinkers and RC (P&M) is to be notified if a replacement/more suitable sinker is thought to be required
- 11.9 Responsibility for the suitability, supply and maintenance (ie fit for purpose) and the integrity of the complete mooring lies wholly with the boat owner. This includes all strops, chains, shackles and the mooring sinkers. This equipment is to be regularly checked by the boat owner. Bow mooring strops must be protected from chafe to meet insurance requirements.
- 11.10 Mooring chains will form a 'V' at bow and stern and up to the waterline for connection to strops. (The purpose of this is to hold the craft within its 4 sinker 'box' at all positions of wind and tide). The stern 'V' chain can be split if the boat has a cleat at each aft quarter. If a mooring buoy which carries the weight of the chain is used at the bow the strop(s) must be shackled as close to the top of the buoy as possible and must be included in the overall length of the bow chain.
- 11.11 The specifications for new/replacement chains are as follows:
- Boat up to 6.7 metres (22 feet) LOA - min 10 mm new wearing to 6 mm min
 - Boat 7 to 9 metres (23 to 30 feet) LOA - min 12 mm new wearing to 8 mm min
 - Boat 9.5 metres (31 feet) plus LOA - min 16 mm new wearing to 12 mm min
- 11.12 RC (P&M) will carry out random checks of moorings throughout the sailing season to ensure compliance with chain lengths and specifications and can insist that chains be replaced if out with specification. RC (P&M) can also insist that mooring strops be replaced if not suitable or show signs of chafe or do not have a protective cover on the bow strop.
- 11.13 RC (P&M) has the right to re-allocate any mooring not taken up by mid-May.
- 11.14 There is no automatic right to a mooring if a member 'upsizes' their boat during the sailing season. This is to be discussed and approved by the RC (P&M) who will determine the current mooring's suitability or the possibility of re-location. At this stage the vacated mooring may be offered to another member if they have asked for a change.
- 11.15 There is no automatic right to a mooring if a boat changes hands during the sailing season.
- 11.16 RC (P&M) is to be informed of any boat sale by the vendor.

- 11.17 If the sale of a boat is to a non-member RC (P&M) will inform the Committee who will decide if the boat is to be subject to mooring charges until its removal. If the buyer applies and is accepted as a member of the Club RC (P&M) will attempt to allocate a mooring. The boat must be adequately insured and details provided to RC (P&M).

12 Use of all 5 Pontoons and Capernaum Pier

- 12.1 The 2 Pontoons at Limekilns Pier are solely for the use of mooring dinghies and are not to be used, under any circumstances, for any other craft to either come alongside or moor. Dinghy moorings will be set up in line with RC (P&M) guidance who will monitor throughout the season.
- 12.2 The 3 Pontoons at Capernaum are not to be used as an alternative mooring as they are not designed for this purpose. They are for temporary use only and have a stay limit of 3 days for member's boats. RC (P&M) is to be contacted if an extended use of a pontoon is envisaged, giving reasons. If RC (P&M) is not available any Committee member is to be contacted. RC (P&M) can require the boat owner to move the boat to alongside the Pier wall if any stay extension request is not accepted.
- 12.3 Pontoons at Capernaum are not to be used if inclement weather is forecast (especially a southerly gale) as damage to boats and pontoons may be incurred.
- 12.4 Use of the pier head at Capernaum is restricted to loading/unloading, emergencies and visiting yachts that cannot use the pontoons.
- 12.5 The pier wall at Capernaum (other than the pier head) can be used, by arrangement with RC (P&M), for the temporary tying up of member's boats. Any boat tied up on the pier wall is to be monitored closely by the owner and is at the owner's risk. Permanent mooring alongside the pier wall is not permitted.

13 Hard Standing

- 13.1 The location of craft and equipment (laid-up or otherwise) is at the discretion of the RC (P&M).
- 13.2 Use of the slipway is generally restricted to members however non-members wishing to launch and recover their boat will be invited to give a donation to the Club funds. All members should challenge 'visitors' wishing to use the slipway and collect any donations on behalf of the Club.
- 13.3 In the interests of keeping facilities tidy all members are required to remove as much boat gear as possible during the sailing season, eg trailers, blocks, cradles etc.
- 13.4 Use of davits is restricted to members 12 years or over unless supervised by an adult.
- 13.5 Electricity is provided in the workshop and via 'blue' waterproof power sockets for the use of members and visitors at no charge. All cables/connectors exposed to weather must meet full waterproof specifications and excludes the use of "waterproofed" 13 amp square pin plugs/sockets. For safety reasons power cables must be disconnected from the supply when unsupervised. Unsupervised and/or unapproved connections can be disconnected.

- 13.6 Boat repair/maintenance operations are not to impact on others. Specific care is to be taken when carrying out operations such as power washing, grit/sand blasting etc. In the case of grit/sand blasting if adequate protection is not in place RC (P&M) may stop the operation. All rubbish including paint tins, rollers/trays etc is to be removed to keep the Club site tidy.
- 13.7 Owners must ensure cradles/trailers are safe and fit for purpose at all times. RC (P&M) has the right to refuse the use of any cradle/trailer deemed by RC (P&M) to be unfit to support its designated boat. To avoid boats being denied crane out owners must ensure cradles/trailers are fit for purpose in sufficient time for alternative arrangements/repairs to be made.
- 13.8 RC (P&M) is to be informed of any boat sale by the vendor. RC (P&M) will inform the Committee who will decide if the boat is to be subject to charges until its removal or the new owner is accepted as a member.

14 Boat/Trailer/Cradle parking and Storage

- 14.1 Only boat owning members can keep boats (including sailing dinghies), trailers and cradles on Club premises. Boats (including sailing dinghies), trailers/cradles etc left on Club premises by former members or members who do not comply with Club rules will be treated as Abandoned. (See Para 7.2).
- 14.2 Club membership does not guarantee the right to boat/trailer/cradle parking or storage. It may be necessary for RC (P&M) to generate a waiting list pending a space becoming available. The Club is NOT a boat storage facility.
- 14.3 Administration of boat/trailer/cradle parking or storage and possible waiting lists is the responsibility of RC (P&M) who will exercise due judgement to provide and maintain both parking assignments and the best utilisation of available space within Club premises and workshop store.
- 14.4 Boats (including sailing dinghies) can be kept on Club hard for the full 12 months in positions allocated by RC (P&M). Unoccupied trailers and cradles may be stored during the Club's sailing season (between Club Crane in and Crane out) at the discretion of the RC (P&M).
- 14.5 Boats that are normally kept afloat between Club Crane in and Crane out may be parked (if space is available) within Club premises between Club Crane out and Crane in. (See Section 8 of the Constitution for liability and security).
- 14.6 The hardstanding is not intended for storage of inactive, normally moored, boats during the Club sailing season (between Club Crane in and Crane out). Boats are permitted to sit out one Club sailing season on the hardstanding at no charge. At least one month prior to the next Crane in the boat owner will be reminded by the Committee of the storage fees they will incur if their boat is not launched at the next Crane in. (See para 14.7 for storage fees.) The boat owner must inform the Committee of their intentions with regard to their boat's launch or request further storage. A free storage extension concession can be given if extenuating circumstances are offered.
- 14.7 Members who have agreed with the Committee (and no extenuating circumstances exist) that their boat can remain on the hardstanding after the first year will be subject to a

monthly storage fee of 150% of the storage fee plus administration costs for the same type/length of boat as if it were kept onshore at Port Edgar. The fee will take effect from the Club Crane in date. Failure to pay the fee may result in the boat being treated under the Abandoned Property rule. The Committee has discretion as to the level of monthly fee applied depending on individual circumstances.

- 14.8 Boat parking approval is not transferrable on the sale of a boat. If the sale is to a non-member the vendor must inform RC (P&M) of the sale. RC (P&M) will inform the Committee and it may be that the boat will be subject to storage charges until its removal. At all times the boat must be adequately insured and details be provided in writing or by email to RC (P&M).
- 14.9 If for any reason a boat is not to be launched at Club Crane in the Club can move the boat at no cost to the member, to a more suitable position. RC (P&M) will consult with the boat owner prior to any move.
- 14.10 Members using the Club mast rack are to store masts in a tidy fashion with spreaders removed and rigging lashed and not hampering access to other masts. Masts should be tied to the rack to prevent it being blown off the rack in windy weather.

15 Craning

- 15.1 The Club will organise yearly Crane in/Crane out weekends. Dates will be set by the Committee following a recommendation by RC (P&M). RC (P&M) will inform the membership of these dates together with associated information.
- 15.2 The Club and the Crane Company will not be responsible for any damage to boats, sails, sail covers, dodgers, spray hoods etc during any Crane in/out operation organised by the Club. All loose deck equipment (eg boat hooks and poles) must be secured or removed prior to any crane lift. It is expected that the boat's insurance (at least third party) will cover these lifts as declared in the owner's Boat Registration Form.
- 15.3 Access to Club premises during craning will be controlled by RC (P&M) and their designated team. The lifting/swinging area will be cordoned off to all those not involved in the operations, including members of the public.
- 15.4 Any boat owner who cannot be present when their boat is scheduled to be lifted is to arrange a 'nominated' person to take all responsibility for the boat.
- 15.5 Only those working as part of RC (P&M)'s team will be allowed in the proximity of the crane. The team will wear safety apparel including hard hats, high visibility vests and have attended a safety briefing to comply with the Club's craning Risk Assessment.
- 15.6 For any lifting vehicle operations not organised by the Club, the following additional criteria will apply:
- Any lifting vehicle will be fully insured for all third party risks.
 - The lifting vehicle will be of sufficient capacity and swing to undertake the operation. The vehicle capacity and swing distance should take into consideration the minimum required distance of 2 metres for any vehicle support leg from the edge of the pier.
 - The date selected will not be a day when a Club event is on the calendar, ie Race/Cruise start or finish, or any other main event.

- Weekends should be avoided when the Club is liable to be busy.
- RC (P&M) is to be informed of the proposed date as soon as possible. A response will be made indicating whether the date chosen is suitable, or not.
- Failure to conform to these procedures may result in the lift being stopped and the lifting vehicle turned away as the Club has a duty of care to all those on its premises, Club members or otherwise.

16 Racing

- 16.1 All racing will be governed by the Club's General Sailing Instructions as approved by the Committee and published on the Club Website which includes:
- All Club trophy and Club races will be governed by the rules as defined in the current edition of The Racing Rules of Sailing (RRS) as published by the RYA and by the International Rules for Preventing Collisions at Sea.
 - A boat and her owner will compete in compliance with recognised principles of sportsmanship and fair play.

17 Bar

- 17.1 The Bar Manager, delegated by the Committee, will control bar stock and liaise with the Treasurer with regard to the control of monies.
- 17.2 The Bar Manager will set bar prices with the Committee's approval.
- 17.3 The Club is licensed for the sale of alcohol to be consumed only within the clubhouse and garden. No alcohol sold within the Club can be consumed elsewhere on Club premises.
- 17.4 The Committee will have the authority to set the hours during which the bar will be open for the sale of alcohol within the provisions of the hours granted by the local licensing authority as permitted by the Licensing (Scotland) Act 2005.
- 17.5 The Club will relinquish its licence to operate a bar if the number of full voting members falls below 25.
- 17.6 The bar will be kept locked at all times unless opened and overseen by a Committee member or the Bar Manager. The bar will remain closed for the sale of alcohol throughout any craning operations organised by the Club.
- 17.7 Club members (aged 18 and over) are only authorised to serve alcohol following completion of the appropriate training; and the record of this training will be kept within the bar area and available for inspection by the appropriate authorities. A copy of the Club's *Age Verification Policy Staff Declaration* will be attached to the individual training records in accordance with the Alcohol etc (Scotland) Act 2010.

- 17.8 No person will be supplied with alcohol from the bar unless that person is **aged 18 and over and**
- a member of the Club; **or**
 - there at the invitation of a member of the Club and accompanied by that member; **or**
 - a member of another Club which meets the requirements of Section 125(1) of Licensing (Scotland) Act 2005.
- 17.9 No persons under the age of 18 will be allowed to consume alcohol within the Club premises.
- 17.10 The Club's Age Verification Policy states that if a person seeking to buy alcohol appears to be less than 25 years of age the bar person will require the production of an acceptable proof of age document. The following documents are acceptable for proof of age purposes:
- passport
 - photo card driving licence
 - Ministry of Defence Form 90 (Defence Identity Card)
 - photographic identity card bearing the national Proof of Age Standards Scheme (PASS) hologram
 - National identity card issued by a European Union member state (other than the United Kingdom).
 - Biometric Immigration Document
- 17.11 Where a non-member(s) is present on the Club premises at the invitation of a member and is served with alcohol that person(s) must leave the premises when the member leaves.
- 17.12 When the bar is open persons aged 17 and under will be allowed in the Club lounge only in the company of an adult member or at the discretion of the Committee. They are excluded from the bar servery area and the kitchen at such times.
- 17.13 The bar will be closed and locked by either a Committee member or the Bar Manager and left clean and tidy.
- 17.14 No member will have any personal interest in the sale of alcohol within the Club or in the profits arising from such sale except as they accrue to the Club as a whole.

18 Website/Facebook/WhatsApp

- 18.1 The Website will be managed by a Webmaster, a post delegated by the Committee. The Webmaster will manage the website on behalf of the Committee.
- 18.2 The Webmaster can add news, sales, information, web links and photographs etc from a variety of sources, including members. Materials relating to Club Policy can only be added with the Committee's authority.
- 18.3 Administration of the Club website is restricted to the Webmaster who can delegate access to other authorised administrators if required.

- 18.4 The Club Facebook/WhatsApp groups are managed by a Club member(s) as Administrator(s). Posts and replies are not necessarily instantly controlled and may not reflect Club policy. Members are to be mindful of this.

19 Boatswain

- 19.1 The Boatswain, delegated by the Committee, will be responsible for the maintenance of the Club's equipment and machinery. He will keep an up-to-date record of the equipment owned by the Club.
- 19.2 Any member who discovers a deficiency in Club equipment should report the fault directly to the Boatswain or to any Committee member.
- 19.3 The Boatswain may need to co-ordinate with Committee members if equipment is beyond repair and in need of replacement.

20 Librarian

- 20.1 The Club's book collection will be managed by the Librarian.
- 20.2 The Club's books are available for any Club member to borrow. The Librarian will manage the storing or displaying of books as deemed appropriate and be responsible for the acceptance of books donated to the Club.

21 Revision History

- 21.1 Adopted at AGM 2013
- 21.2 Three year review – Paras 11.3, 11.4, 12.1, 12.2, 12.3, 12.4, 12.5, 12.7, 13.7 SGM 2016
- 21.3 Para 12.3, AGM 2018
- 21.4 Full revision – Paras 1.1, 1.3, 1.5, 1.5, 1.9, 1.10, 1.11, 7.2, 8.3, 8.5, 9.1, 9.2, 10, 11.6, 11.12, 11.14, 12.1, 12.2, 12.4, 12.5, 13.2, 13.5, 13.6, 14.5, 14.6, 14.7, 14.8, 15.2, 15.6, 17.1, 17.6, 18.4 - AGM 2023
- 21.5 Paras 13.5, Paras 19 and 20 added AGM 2025