



BYE-LAWS GOVERNING THE USE OF THE CLUB'S PREMISES EXCLUDING THE CLUBHOUSE

LIABILITY AND INSURANCE

1. The Club accepts that it will be liable to Members for any damage or lost property legally recoverable as a result of its proved negligence or breach of contract, either by itself or through its employees. That acknowledgement does not extend to any acts or omissions of Members acting as individuals rather than on behalf of the Club.

2. The Club does not accept liability for any negligence or breach of contract by any other party whether they may be a Member, licensee, visitor, guest or another Member or otherwise. The mere fact that a Member or their property is damaged, lost or stolen whilst on the Club premises (and in the absence of negligence or breach of contract by or on behalf of the Club) does not mean that any liability falls on the Club.

3. The Club's policy is to maintain reasonable insurance arrangements to enable it to meet any liabilities which properly fall upon it for negligence or breach of contract. There is, however, a limit to the availability of such insurance. There may be economic or other restrictions making it unattractive or impossible to maintain all the cover which the Club would like. The Club's insurance will only cover its own liability and so every Member should ensure that they maintain their own insurances and be prepared to claim on those.

4. It must be remembered that the Club's premises are, quite properly, frequented by people who are outside the control of the Club. The Club is not liable for the acts or omissions of such people.

5. The Club has made and regularly reviews various security arrangements to protect its premises and property and the property and other belongings of Members. However, the Club cannot guarantee the effectiveness of these arrangements or that they will always be in place. Members must therefore take their own precautions.

6. Members are asked to bear in mind that we are all Members of the Club. The Club is a Members' Club and not a commercial organisation. Many Members give their time and effort to the Club, exercising considerable dedication in doing so. Please do not forget this if you should feel aggrieved.

7. It is a requirement that the owner of any vessel or craft shall maintain insurance with a reputable insurer in respect of:

(a) Vessel coverage in an amount of not less than the full market value.

(b) General third party cover to a limit any one occurrence **of at least £2,000,000.**

All such insurance shall be so written to provide that the insurers shall have no rights of recovery against the Club, New Yacht Club Limited, the Committee and employees of the Club. It is a requirement of the Club that a copy of the current insurance certificate is lodged with the RMYC Office for reference. This will usually require an annual update by the Member to the Club, which is the responsibility of the Member.