



Haven and Yard Bye-Laws

RMYC Haven & Yard Bye-Laws are established by the General Committee and administered by the General Manager and the Chairman of the Haven & Yard Committee. Attention is drawn to Club Rule 13: the requirement for the annual election of all Members also means that Haven Licences are issued annually without presumption of renewal.

The General Bye-Laws (1-27) apply, as do Liability and Insurance provisions (1-7).

GENERAL

Use of Premises (which, where the context permits, includes both Haven and Yard)

1. The working areas contain industrial hazards, such as moving vehicles, machinery etc., and care must be taken by everyone at all times.
2. No sanding of boats or equipment is permitted without prior agreement by a member of the Yard Staff.
3. All children (defined throughout as those under the age of 12) must be accompanied by an adult (a responsible person over 18 years of age). When in the vicinity of the Haven, the slipways or on the pontoons children must, and all others are recommended to, wear automatic or inflated lifejackets.
4. No vessels or vehicles may be used on Club premises for commercial gain, charter or any illegal purposes.
5. All persons using the Premises must conduct themselves with due regard to the safety, comfort and convenience of others, including those in neighbouring properties. The Club does not accept responsibility for any disturbance or inconvenience due to building or other works being carried out on the Premises or on any adjoining land.
6. No loose items of boat gear, supplies or the like shall be left unattended on the Premises.

7. Rubbish, painting materials, used engine oil, etc., may be disposed of only in the designated receptacles. Used batteries, oil filters and tyres must be taken off site by Members and disposed of properly. If a Member or their contractor leaves any such material elsewhere on site, the Club may arrange to dispose of this and make a suitable charge to the Member.

8. Dogs must be kept on a lead at all times and must not be allowed to foul the premises. The owner of the dog shall be responsible for the prompt removal of any such fouling.

9. The Club's premises may be used to carry out work on vessels by Members or the Club's franchisees. However, a Member may also arrange for an external contractor to undertake work on their boat subject to the following conditions:

(a) Before the commencement of any work, the Member must notify to the RMYC Office the name and address of the contractor and give consent to hand over the boat's keys.

(b) On arrival on site, the contractor must report to the RMYC Office and present a current and valid certificate of third party insurance which is acceptable to the Club. The limit of liability must be not less than £2 million. The contractor will then be issued with a temporary vehicle pass and (if appropriate) the boat's keys.

(c) Only the nominated contractor will be permitted to enter the Club's premises; any subcontractor must be authorised in advance (to the Club) by the Member personally or entry will be refused.

(d) On completion of the work, the contractor must report their departure to the RMYC Office and return any vehicle pass and boat keys which have been issued.

(e) If the contractor's work requires attendance for more than one day, they must not remain in the Yard or Shed outside the hours stated in Bye-Law 35.

(f) The Member will be liable for all costs incurred by the Club which are not recovered from the contractor or their insurance.

A Member wishing to have a colleague who is not a Member to assist them with work on their boat may do so only if the Member is present throughout and the colleague is signed in to the Club as a guest.

Winter Storage Ashore

10. All applications for storage of vessels on the premises must be made to the General Manager on the appropriate form (which will include preferred dates for haul out and relaunch). The following provisions will apply:

(a) Priority is allocated to swinging mooring holders.

(b) It is the responsibility of the Member to ensure that their boat is ready for relaunch by the specified date.

(c) The Club will use its reasonable endeavours to honour booked dates.

(d) Any claim against the Club or its employees in relation to these activities must be submitted through the insurer of the Member's boat and it will normally be dealt with by the Club's insurers.

(e) It is important that the Member advises the RMYC Office of all work to be carried out (including dates if possible) in order that a programme can be prepared for the Yard staff and contractors.

(f) A spare set of boat and (if appropriate) trailer keys must be deposited with the RMYC Office.

11. The Club shall have the right to board, enter or carry out emergency work on any vessel at the Member's expense if, in the Club's opinion, such action is necessary for the safety of the vessel or for the safety or convenience of other users of the premises.

12. Any vessel or vehicle on the Premises may be moved by the Club without prior notice to the owner.

Working on Vessels

13. Vessels stored at seasonal rates ashore will be hauled-out, launched or put afloat as near the end of the seasonal period as, in the Club's opinion, tide, weather conditions and available facilities allow and in such sequence as to avoid the unnecessary moving of other vessels for this purpose. If a Member requests the Club to haul-out, launch or move a vessel out of sequence and this requires other vessels to be moved, or other special facilities, this will be carried out only at the expense of the Member and at the Club's discretion.

14. Any boat movements into or out of storage at the Premises must be notified to the RMYC Office. All requests for haul-up, launch off, etc. are to be made to the RMYC Office, in writing using the RMYC Yard Work Request Form.

15. All vessels and trailers must bear the boat's name in such a position that it can readily be seen, even when the vessel is fitted with a cover. Trailers must bear the current season RMYC sticker (which will be affixed by the Club on first arrival each season). Any unmarked vessel or trailer may be impounded and a storage fee charged.

16. Spare keys for all vessels, wheel-clamps and hitch locks must be left with the RMYC Office as boats, particularly those ashore, may have to be moved for access without the owner present.

17. All Members with sailing boats with fin keels must hire from the Club, legs or cradles suitable in construction for the vessel size. The Club will refuse to store vessels that, in the Club's judgement, do not meet these requirements. Unless separate arrangements have been made for winter storage, all trailer boats must be removed from the Yard at the end of the season. If trailer boats remain on the premises more than 7 days after the scheduled removal dates, the Haven & Yard Committee may recommend to the General Committee that they restrict the owner's future use of Haven & Yard facilities.

18. All vessels (including dinghies and tenders) must be stored in the place allocated for them from time to time by the Club.

Sale of Boats

19. A Member shall notify the Club of the intended sale of their vessel stored or kept at the Club, or on a Club mooring, and shall sign all potential buyers of the vessel into the Club as guests and be responsible for them.

20. When a Member sells their vessel to a person who is not a Member of the Club, the purchaser shall remove the vessel from the Club's premises within fourteen days or the Club reserves the right to remove it to a commercial marina or yard at the total risk and expense of the Member.

21. Where brokers are instructed by a Member, the Member must ensure that they inform the Club prior to any visit by potential buyers and will be responsible for all visitors in accordance with Bye-Laws 19 and 20. The Member shall notify the Club within seven days of the sale, transfer or mortgage of any vessel stored or kept at the Club, or on a Club swinging mooring, which is the subject of a current agreement granted to the Member by the Club.

Charges

22. Charges for all boatyard and boatshed facilities and services together with mooring charges are decided by the Haven & Yard Committee and approved by the General Committee who reserve the right to amend them as necessary. The current Schedule of Charges is available from the RMYC Office.

23. The Club reserves the right to exercise a general lien upon any vessel or property of the Member whilst on the Club's premises until such time as any money due to the Club is paid.

Fire Precautions

24. Members shall take all necessary precautions against the outbreak of fire on their vessels and shall observe all statutory and Club regulations relative to fire prevention. Members shall provide and maintain on each vessel at least one fire extinguisher of a suitable size and type in compliance with regulations and insurance requirements in force from time to time.

25. No dangerous inflammable or poisonous chemicals or liquids are permitted on the premises except in properly secured containers. **Re-fuelling anywhere in the Haven, Yard, Shed or the Club's car parks is forbidden.**

26. Members must ensure that all liquid gas containers are turned off when leaving their vessels unattended. It is recommended that all gas cylinders be removed from vessels prior to being stored in the boatshed or boatyard.

27. At no time may electric fan heaters or any other heater with an exposed element or flame be used on boats on the Premises.

Launching & Haulout

The maximum permitted dimensions and weight for the use of the hoist are length overall 12.8m, draft 2.0m, weight 16 tonnes.

28. When a vessel is being moved to or from the water by the boat-rig ('bomb trolley'), no more than the minimum required crew may remain aboard. When boats are being launched or recovered from/to their own road trailers, **only the driver may be in the boat.** All crew and passengers must be embarked and disembarked from the Victualling Pontoon. Children must not be allowed aboard during launching and haul-out by any method.

29. All sea-cocks, etc., must be closed and checked by the Member prior to launching. If this is not possible for any reason it is the Member's responsibility to inform the Yard Office of the number and position of all sea-cocks aboard.

30. Lifting keels and/or rudders must be placed in the raised position by the Member before lift-out.

31. Other than as provided in Bye-Law 95, Members may not self-launch vessels or craft stored in the Yard. Members may self-launch vessels or craft of up to 5 metres LOA which are not stored in the Yard.

32. All Members using the main slipway to launch and recover their own craft on trailers must have their names entered in the Register which is kept in the RMYC Office. All boats on the Register must display current RMYC and PHC stickers and a current RMYC sticker for the trailer. An annual fee will be charged: see Schedule of Charges (Bye-Law 22).

Services

33. Water hoses are supplied at various points around the premises. Members must recoil them after use and turn off taps to preserve water.

34. Electricity Supply to the premises, and therefore to vessels, is not guaranteed. The loading to any vessel must not exceed 5 amps and therefore may not be adequate to run sufficient equipment to keep a vessel completely frost and damp free

during the winter months. Members must take other precautions to prevent frost and damp damage

35. The Club will endeavour to have a representative in attendance in the Yard during the following hours:

1st April – 31st October

Monday/Friday 08.30 – 19.00

Saturday/Sunday 08.30 – Sunset

1st November – 31st March

Daily

08.00 – 16.00

36. The Club launch is in service from 1st April to 31st October. The schedule of times is shown on the Notice Board and website. The launch service will be suspended should sea and weather conditions preclude safe operation. The maximum number of passengers is 12.

Car & Vehicle Parking

37. Members must park their vehicles in such a manner and position as the Club shall from time to time direct. No vehicle may be parked in the boatyard or boat-shed at any time without the specific permission of the Chairman of the Haven & Yard Committee, a Flag Officer or the weekend General Committee Duty Officer.

38. Members wishing to park vehicles on the premises for between 48 and 60 hours must deposit the keys with the RMYC Office or with the Yard Staff if the RMYC Office is closed. Vehicles parked continuously for a period of more than 60 hours require the written permission of the General Manager in advance. Each Member, together with their crew and visitors, may not occupy more than two parking spaces.

39. Official RMYC or Visitors' stickers, as appropriate, must be displayed on vehicles at all times. Visitors must obtain a sticker from the RMYC Office (or when closed, from the Yard Office) before their vehicle is parked.

HAVEN REGULATIONS

40. The Haven and the berths therein are for the use of Members of the RMYC and Reciprocal Clubs only. All other requests are by arrangement.

41. Sleeping aboard is permitted for a maximum continuous period of 14 days. The Member must be present overnight on each relevant night unless the authorisation of a Flag Officer has been obtained in advance.

42. No barbecue may be used either on a vessel or a pontoon within the Haven.

43. No vessel shall sail within the Haven except approved vessels, e.g. Flying Fifteens.

44. No vessel shall anchor within the Haven.

45. Vessels entering or leaving the Haven shall:

(a) be navigated in such a manner as not to endanger or inconvenience other vessels.

(b) keep a sharp lookout for other vessels moving in the Haven or approach channel, making an appropriate sound signal if necessary.

(c) maintain a low speed and obey any traffic control signals.

(d) maintain listening watch on Channel M (37) where possible.

46. Fishing, swimming, diving and SCUBA diving are forbidden in the Haven without the written consent of the General Manager or the weekend General Committee Duty Officer.

47. No radios, musical instruments or the like shall be played on any vessel within the Haven so as to be audible outside of that particular vessel.

48. No major refitting or repair shall be carried out to any vessel berthed in the Haven.

49. All vessels must be secured in a seaman-like manner with adequate fendering to protect adjoining vessels. No equipment other than berthing lines and electric cables (when in use) shall be placed on the pontoons. No part of the vessel or its equipment shall be permitted to overhang beyond the pontoon's white line.

50. Dinghies may not be left alongside any vessel in the Haven when not in use or obstruct navigation to any other part of the Haven including, in particular, an adjoining berth.

51. Members and visitors shall comply with all reasonable instructions of the General Manager in connection with all matters relating to the safe and efficient operation of the Premises.

52. Only licensed berth-holders are allowed to use their allocated berths in the Haven. The Victualling and Visitors' pontoons are available to Members, but Bye-Laws 54 to 59 apply. Other Members wishing to use vacant berths, even for a short period, must obtain authorisation from the General Manager or a member of the Yard Staff before using the berth.

53. The Club shall have the right to board, enter or carry out emergency work on any vessel at the Member's expense if, in the Club's opinion, such action is necessary for the safety of the vessel or for the safety or convenience of other users of the Premises.

54. Any vessel or vehicle on the Premises may be moved by the Club without prior notice to the owner.

55. The maximum dimensions of vessels permitted to use the Haven are:

- Length Overall ("LOA") 11.5 metres. LOA is as measured by the Club and includes all projections above and below the water (eg lifting engines, anchors, bowsprits, rudders and swim platforms) in the position where each is normally left when the vessel occupies the berth.
- Maximum draft 2.0m.

Any craft over these limits (with the exception of berths A1, A2, A3 and D2, D3, D4 which can accept 13.5 metres and where other rules apply) may not enter or use berths in the Haven. Measurements will be taken of all craft periodically. Current licence holders with boats temporarily outside these dimensions must advise their insurance companies. It is essential for insurance, manoeuvrability and the safety of boats in the Haven that this rule is adhered to strictly.

56. Visitors' Casual Berthing:

There are two visitors' day berths: D1 (western end) and F1. They are for use by Members of RMYC and Reciprocal Clubs only and may not be pre-reserved. Vessels of no more than 11.5 metres (including all projections) may berth for up to two hours between 0900 and 1800 daily after which the berth must be vacated.

There is no charge but each visitor must report their arrival in person to the Yard Office.

57. **Overnight berthing** is permitted between 1800 and 0900 on F1 only at a charge based on LOA. Reservations must be made no more than 12 hours in advance with the Yard Office (Telephone 01202 700904).

58. The Yard Office will have details of any casual berthing available as a result of the temporary absence of a Member's vessel and such berths may be hired at a charge based on LOA.

59. A berth occupied by a visitor must be vacated by noon on the day of departure.

60. The **Victualling/Emergency Berth** on B/C Hammerhead is available for stays of up to 20 minutes only and a competent member of crew must remain on board throughout.

61. In all cases

(a) No double berthing is permitted.

(b) Vessels shall be berthed in a seaman-like manner and in such position as the Club may require. Suitable and adequate warps and fenders must be provided and maintained by the visitor.

(c) No vessel shall be made fast to any other vessel within the Haven.

(d) Exceptions to these requirements may be granted in person only by the General Manager, a Flag Officer, the Chairman of the Haven & Yard Committee or the weekend General Committee duty officer.

Berth Licences

62. In the interests of safety, berth licences may be held only by Members with a proven competence to handle their boat in the close confines of the Haven to the satisfaction of the Chairman of the Haven & Yard Committee or their nominee. This consideration applies equally to all persons to whom the Member may at times delegate responsibility for taking charge of handling the vessel in the Haven.

63. Each berth has specific limits on LOA (as defined in Bye-Law 52) and on beam. Consequently berth licence holders may not change their vessels without the written approval of the Club (through the General Manager) nor may non-berth holders' vessels use the Haven without prior approval from the Yard Staff. Measurements of all craft are undertaken for the Haven & Yard Committee and these are the measurements used to determine the berth holders' billing.

64. No changes in berth positions are allowed without the consent of the General Manager.

65. No moving up or down in berth size is permitted other than via the waiting list.

66. The Member to whom a berth has been licensed may not use it to berth a boat 1.5 metres less than or 0.5 metres in excess of its designated length at any time. In exceptional cases, the latter limit may be extended by up to 0.5 metres at the discretion of the Chairman of the Haven & Yard Committee.

67. If, when offered, a berth is not satisfactory in any way then the Member is advised not to take up the offer but to wait for the next available berth.

68. No Member may have or share two or more boats in the Haven; thus a Member may have only one licence for one berth in the Haven. These licences are granted annually.

69. Nothing in the licence shall entitle a licence holder to the exclusive use of a particular berth.

70. The licence holder may not transfer or assign the berth allocated to him/her. If a Member wishes to relinquish a berth, two months' notice must be given. No refund of berthing fees will be paid until a berth has been re-let. The incoming berth holder will be invoiced for fees from the date of the Club formally confirming the Member's verbal acceptance of that vacant berth.

71. The Club reserves the right to cancel the berth licence of any Member who is deemed by the General Committee to be in breach of these conditions.

72. The annual licence and vessel insurance will be in the name of one voting Member who is the owner or majority owner of the vessel, not a family or minority owner. Where equal shares are held, one of the owners only is to be nominated as the licence holder. Members who are part owners and are not the nominated licence holder may elect to lodge a separate deposit and join the waiting list. It must be clearly understood that when the nominated licence holder ceases to require the berth, it will be offered to the Member at the top of the waiting list. A berth licence will not be passed to a part owner, spouse or Family Member unless they are at the top of the appropriate category of the waiting list. However, provided that if a spouse or partner of the berth holder is part of a long standing family membership with the berth holder, the berth may be allocated to the spouse or partner on the death of the berth holder, but only on the understanding that the spouse or partner will then become the main user of the vessel occupying the berth and the General Committee approve the transfer with an absolute right to refuse the transfer.

73. The licence holder must notify the Yard Office of any intended absence of a vessel for more than 24 hours (particularly during the summer season) so their berth may be made available for casual use by visitors. The licence holder will then be entitled to 50% of any casual licence fees collected by the Club in their absence. Casual berth fees will be collected on all occasions except where waived at the discretion of the Haven & Yard Committee.

74. Berthing fees will be collected by Direct Debit six monthly in advance. Prolonged absence from the berth will not entitle the Member to a rebate. However, Bye-Law 73 will apply.

75. Berths unoccupied, or their vessels not used, for more than 364 days will lead to the General Committee considering forfeiture of the berth.

76. The Member shall pay Poole Harbour dues and/or Crown Commissioners dues to the Club as agents of the Poole Harbour Commissioners.

77. Berth licence holders may use the slipway at no charge to launch and recover their own tenders.

78. Power is available from sockets on each pontoon. The capacity is limited and has to be shared equitably by all vessels on the pontoon. As a guideline it is considered unreasonable for an individual berth to draw more than 5 Amps.

79. Except in the case of vessels using a re-circulating or holding tank system, lavatories aboard vessels must not be used whilst the vessel is in the Haven. Lavatory facilities are provided ashore.

80. Dates for slipping or re-launching cannot be guaranteed.

81. Berth holders may not make any permanent attachments to the pontoons without prior authorisation from the General Manager. Unauthorised attachments will be removed and any damage to the pontoon made good at the berth holder's expense.

Haven Waiting List Applications

82. The procedure and conditions for a Member to obtain a place on the waiting list for a berth in the Haven are as follows:

(a) On receipt of a deposit for the appropriate berth size, the Member's name will be added to the waiting list for the nominal size of berth requested, and the date noted.

(b) Deposits are the equivalent of one year's annual berth licence fee for the berth size selected.

(c) Whilst the deposit is held by the Club and it will accrue indexation at a rate fixed from time to time by the General Committee as market rates fluctuate. Such indexation will be added to the account immediately before a berth is allocated or the deposit is returned to the Member, as appropriate.

(e) Members on the waiting list who later chose to cancel their application before a berth is allocated must give 30 days' notice of their request for the return of their deposit.

(f) When allocated, the annual berth licence will be in the name of one voting Member only, not a family or any minority owners.

(g) When a Member accepts the offer of a berth, they will come off the waiting list.

(h) If the Member wishes to go on a further waiting list, a new deposit is payable at the current rate and the new date of entry will be registered. A Member may hold a licence for only one berth at a time

(i) Temporarily vacant berths may be rented by Members for short periods at the discretion of the Chairman of the Haven & Yard Committee but within the above rules. Application should be made to the Yard Office.

YARD AND SHED REGULATIONS

Summer Dry Berthing

83. This applies to trailer mounted sports boats and day boats that meet the specific criteria defined below and are fully owned and insured by a Full Member of the Club.

84. Jointly owned boats are not eligible unless all part owners are Full or Family Members of the Club. **Both the boat and its trailer must be named.**

85. The following criteria have been established for the manoeuvring safety and loading capability of each of the Club's tractors. Trailer boats must be less than 9 metres overall (from hitch to the end of the propeller or swimming platform) and will be measured for billing. The Club maintains the right to measure and weigh craft to ensure conformity.

(a) The Club's Small Tractor can launch and retrieve boats with an all-up weight of less than 2.5 tonnes (to include boat, trailer, fuel, gear and one person on board). The trailer must be single axle, in good condition and balance and fitted with a standard 50mm ball hitch. The removal of one set of wheels from a twin-axle trailer is not recommended; it is the Member's responsibility to ensure the trailer loads can be carried satisfactorily.

(b) The Club's Middle Tractor can be used in association with the boat-rig ('bomb trolley') to launch and retrieve vessels of up to 6 tonnes. It can also deal with vessels on twin axle trailers, and others of an all-up weight between 2.5 tonnes and 4.5 tonnes providing such trailers are fitted with a standard 50mm ball hitch and on the understanding that the Yard Staff may use such additional restraining features as they deem fit on any particular occasion.

(c) The Haven & Yard Committee oversees the regular measuring and weighing of trailer boats and recommends to the General Committee an annual scale of charges which differentiate the need to use Small or Middle Tractors.

86. All owners must be resident, in the UK and the boat must be regularly used. This expectation may be taken into consideration when deciding future eligibility. The decisions of the Haven & Yard Committee as ratified by the General Committee in this respect are final. (Bye-Laws 1-45 of those governing the Use of the Club's Premises apply in full).

87. Storage of boats on trailers with twin axles for self-launch is not permitted.

88. The Haven & Yard Committee determines during January of each year the allocation of spaces in the Yard and Shed on a first come first served basis. The full dry berthing fee is then invoiced for immediate and full payment by Direct Debit.

89. Application is made subject to the Terms & Conditions of these Yard Regulations.

90. Failure to display a current Poole Harbour Permit may result in the removal of the boat from Club Premises at the owner's risk and cost. This also applies to the Club trailer stickers which are to be displayed prominently on the trailer.

91. The Club reserves the right in its absolute discretion to move any boat within the Premises at any time. In the event that the movement is from the Shed to the Yard and lasts for more than two consecutive full days, an appropriate credit will be made to the Member's account to reflect the difference in storage charges.

92. All trailers must be in a good state of repair as assessed by the Haven & Yard Committee. Yard Staff will not launch defective trailer boats, for example those with seized brakes.

93. Only the driver may be in the boat during launch and recovery (see Bye-Law 28).

94. Refuelling in the Haven, Yard, Shed or the Club's car parks is forbidden (see ByeLaw 25).

95. The small slipway and electric winch may be used by Members for manual self launching of Yard stored trailer boats of under 2 tonnes all-up weight subject to the following conditions:

(a) Only Members who have received appropriate training may use the winch: such training must be arranged by the Member through the RMYC Office.

(b) Before first use of the winch, the Member will be required to sign a suitable disclaimer and lodge this with the RMYC Office.

(c) The Member will be allocated a code to enable use of the winch. Once activated, the winch will operate for a limited period after which it will automatically shut down to prevent subsequent unauthorised use.

(d) The code will be changed regularly and each registered Member will be notified accordingly.

(e) Only the individual Member who has received training and has been issued with a current code may use the winch. Any Member who permits someone else to use their code and operate the winch will have this facility withdrawn from them.

96. If a Member wishes to bring their trailer boat to the Club on a casual basis for launch and recovery, this is permitted subject to all the relevant regulations in this section and also subject to the following:

(a) The boat must be launched from and recovered to the trailer by the Yard Staff. A charge for this service, in accordance with the then current Schedule of Charges, will be made on each occasion.

(b) The electric winch may not be used.

(c) Immediately following the launch, the trailer must be removed from the Club's premises by the Member and may not be returned until the boat is ready for recovery.

PERSONAL WATER CRAFT

97. Up to ten Personal Water Craft (PWC) may be stored on and used from Club premises if owned by Members, subject to the following rules.

- (a) All PWCs must obtain and display a current Poole Harbour Permit before use.
- (b) A copy of the current insurance certificate must be lodged with the RMYC Office.
- (c) All Poole Harbour regulations must be obeyed, including driver's age limits.
- (d) All craft operating in the harbour limits must proceed to and from the approved operating areas at a reasonable speed and within the current harbour speed limit.
- (e) The Member must register the PWC with the RMYC Office and they will be charged an annual fee in accordance with the Schedule of Charges.

Any PWC seen to disobey these rules will be removed from the Club forthwith and will not be permitted on Club premises again. No refunds will be given.