

# **THE ROYAL MOTOR YACHT CLUB**



**CLUB RULES & BYE-LAWS**



## CLUB RULES

1. The name of the Club shall be the ROYAL MOTOR YACHT CLUB ("the Club").

### OBJECTS

2. The objects of the Club are to promote and facilitate the sports of motor boating and yachting and to provide social and other facilities for the members of the Club.

### OFFICERS

3. The Officers of the Club shall be Voting Members as hereinafter defined or Honorary Members and shall consist of:

Flag Officers:	Admiral	Vice-Admiral	Rear-Admirals
	Commodore	Vice-Commodore	Rear-Commodores

Officers:	Honorary Treasurer	Honorary Secretary
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### ADMIRALS

4. The Admiral, Vice-Admiral and Rear-Admirals (of which there may be two) shall be elected by the Members in General Meeting although such ranks need not be filled.

### COMMODORES

5. The Commodore, Vice-Commodore and Rear-Commodores (of which there may be two) shall be elected by the Committee annually. They shall hold office from the 1<sup>st</sup> of January of the year following their election or re-election if such election takes place after the 30<sup>th</sup> September of the preceding year. A Member elected to such rank prior to the 1<sup>st</sup> October in any year shall hold office from the date of election until the 31<sup>st</sup> December in that year.

Neither the Commodore nor the Vice-Commodore shall hold office for more than four years continuously.

No Rear-Commodore shall hold office for more than three years continuously.

Subject to the above a Member who has held rank as Commodore or Vice-Commodore shall not hold office in the same rank until two years from the end of his previous term of office in that rank. A Member who has held rank as Rear-

Commodore shall not hold office as Rear-Commodore until after one year from the end of his previous term of office as Rear-Commodore.

Any Member elected as Commodore, Vice-Commodore or a Rear-Commodore who is not at the date of such election a Member of the Committee by election at a General Meeting shall hold office until the next Annual General Meeting and then may only continue in that office if his election is confirmed by the Annual General Meeting. No Vice-Commodore or Rear-Commodore is automatically entitled to promotion to a higher rank.

## **HONORARY OFFICERS**

6. The Committee shall elect the Honorary Treasurer and Honorary Secretary although such positions need not be filled. The Honorary Treasurer and Honorary Secretary shall retire at the next Annual General Meeting following their election by the Committee. They shall be eligible for re-election by the members in General Meeting. They shall retire at the third Annual General Meeting following their re-election by any General Meeting but shall be eligible for re-election.

## **MEMBERSHIP**

7. There shall be the following categories of membership:
  - (a) Ordinary Member – a person who, at the date of election, is aged 25 or over.
  - (b) Family Member – a person who, at the date of election, is a member of a family unit. For the purposes of these Rules a family unit is a husband and his wife and the children of either of them under 18 years of age. This definition shall apply equally to partners of an established common-law husband and wife relationship and the children of either of them under 18 or civil partners in a civil partnership and the children of either of them under 18 years of age. The decision of the Committee shall be final and binding as to which members fall into this category.
  - (c) Senior Member – a person who, at the date of election, has been a Member of the Club in any category for more than 20 years and is aged over 65.
  - (d) Senior Family Member – a person who, at the date of election, is a member of a family unit of which either the husband or wife has been a Member of the Club in any category for more than 20 years and is aged over 65. This definition shall equally apply to the partners of an established common-law husband and wife relationship and civil partners in a civil relationship. The decision of the Committee shall be final and binding as to which members fall into this category.
  - (e) Junior Member – a person who, at the date of election, is aged 18 or over but under 25.
  - (f) Cadet Member – a person who, at the date of election, is aged seven years or over but under 18 years.

- (g) Honorary Member – is a person who has been elected to Honorary Membership by the Committee. Such membership shall be subject to annual re-election for each calendar year to the 31<sup>st</sup> December in each year.
- (h) Temporary Member – is a person who being a member of a recognised Yacht or Sailing Club or Association, has been admitted to Temporary Membership by either the Secretary or any member of the Committee for such period or periods not exceeding 21 days in any one year as the Secretary or the Committee Member concerned shall determine.
- (i) Overseas Member – is a person, residing outside and having no residence within the United Kingdom, who is elected to Overseas Membership by the Committee.
- (j) Overseas Family Member – is a person, who is a member of a family unit of which both the husband and wife reside outside and have no place of residence within the United Kingdom and who is elected to Overseas Membership by the Committee. This definition shall apply equally to the partners of an established common-law husband and wife relationship and to civil partners. The decision of the Committee shall be final and binding as to which members fall into this category.
- (k) Probationary Member – is a person, who is admitted to Probationary Membership by the Committee for such period not exceeding 15 months as the Committee shall determine.

The number of members in each of the categories Honorary and Temporary shall not exceed ten per cent of the total membership. For this purpose, the total membership shall be taken as the number of votes which could be cast at a General Meeting by the entire membership.

## **ADMISSION TO MEMBERSHIP**

- 8. No person may be admitted to Ordinary, Family, Junior, Cadet, Honorary, Overseas, Overseas Family or Probationary Membership or to the privileges of such categories of membership without at least two days interval between their election to membership of the Club and such admission.

## **NOMINATION OF MEMBERS**

- 9. Every candidate for Family Membership who is under 18 years of age shall be nominated by one of his or her parents. Every candidate for Cadet Membership who is under 14 years of age shall be nominated by a Voting Member who is their parent or grandparent or who is otherwise closely related to them, the proximity of such relationship being approved by the Committee.

Every member of a family unit who, at the date of election is over 14 years of age but under 18 years of age shall automatically be elected as a Cadet Member. Such nomination shall be subjected to Rules 10, 11, 12 and 13 but those Rules shall apply if a Cadet Member so nominated wishes to become, when entitled, a Junior Member. Every candidate for Honorary, Temporary or Probationary Membership shall be nominated in writing by either a member of the Committee or the Secretary.

## **PROPOSING CANDIDATES**

10. Every candidate for membership (except for candidates for Family Membership who are under 18, for Cadet Membership who are under 14, Senior, Senior Family, Honorary, Temporary or Probationary Membership) shall be proposed by a Member who has been a Voting Member for more than two years and seconded by another member who has been a Voting Member for more than two years. The candidate shall have been personally known to both his Proposer and Secunder for a period of not less than one year. No member of the Club shall either propose or second new membership applications more than four times in any one calendar year.

## **APPLICATION FOR MEMBERSHIP**

11. Every candidate for membership (except for candidates for Family Membership who are under 18, for Cadet Membership who are under 14, Senior, Senior Family, Honorary, Temporary or Probationary Membership) shall make application in writing, providing such information about themselves, and in such form, as the Committee shall require, and their application should be signed by the candidate, their Proposer and Secunder.

## **POSTING OF APPLICATIONS**

12. The names of every candidate for membership, together with such information about the candidate as the Committee may decide, shall be recorded in the Club records.

In the case of all but Family Members under 18 years of age, Cadet Members, Senior, Senior Family, Honorary, Temporary and Probationary Members, details of the candidate shall be prominently displayed in the Club premises for not less than ten days prior to the Committee meeting at which the candidate's election is considered.

## **ELECTION OF MEMBERS**

13. The election of all Members is, subject to Rule 7(h) vested in the Committee. One vote against in five of those present and voting shall exclude the election. Each candidate for membership shall forthwith be informed in writing of the result of their application and if that has been successful shall be entitled to a copy of the Rules and the Bye-Laws of the Club. Further all Members are subject to annual election by the Committee, such election being deemed to take place on the 1<sup>st</sup> January in each year for the purposes of these Rules.

## **ENTITLEMENT TO CERTAIN MEMBERSHIPS**

14. Any Member who has been elected to membership of the Club following a proposal under Rule 10 rather than a nomination under Rule 9 and who ceases to be eligible for their particular category of membership is automatically entitled to admission to the category of membership for which they are then qualified. Any Member who is eligible for more than one category of membership may elect to which category they are admitted.

## **RESIGNATION OF MEMBERS**

15. A Member who wishes to resign shall give notice in writing to that effect to the Secretary and if such notice is received before the 1<sup>st</sup> of December in any year the Member shall not be liable to pay the subscription for the following year.

## **ENTRANCE FEES AND SUBSCRIPTIONS**

16. The Rate of Entrance Fees, Subscriptions and fines for late payment to the Club for each category of Membership shall be decided by the Committee in its absolute discretion and a list of such rates shall be available to all but Temporary Members on request. The subscription for every category of Family Membership will be set and levied in respect of each family unit.

## **PAYMENT OF ENTRANCE FEES AND SUBSCRIPTIONS**

17. Every Member shall pay their Entrance Fee and First Annual Subscription upon election and their subsequent Annual Subscriptions by the 1<sup>st</sup> January in each year thereafter. The Annual Subscriptions cover the period to the end of each calendar year.

## **EXPLUSION AND RE-ELECTION OF MEMBERS**

18. Every Member is deemed to have notice of, and impliedly undertakes to comply with the Rules and Bye-Laws of the Club. Any refusal or neglect to do so, or any conduct which, in the opinion of the Committee, is either unworthy of a Member or otherwise injurious to the interests of the Club or in breach of the Club Rules or Bye-Laws, shall render a Member liable to expulsion from the Club by the Committee, or a simple majority vote of those present and voting. Provided that before expelling a Member, or on concluding that a Member should not be re-elected under Rule 13, the Committee shall, either in writing or by notice on the Club's Notice Board, call upon such Member for a written explanation of the Member's conduct and shall give the Member an opportunity of making a written explanation to the Committee, or of resigning.

## **CESSATION OF MEMBERSHIP**

19. Any Member who is expelled or not re-elected or who otherwise ceases to be a Member of the Club shall have no right of appeal and shall forfeit all rights to or claim upon the Club or its property or funds.

## **VOTING AND HOLDING RANK**

20. Subject to the provisions of this rule, Ordinary, Family, Senior, Senior Family and Junior Members of the Club ("Voting Members") shall have one vote each at General Meetings of the Club and are eligible for election as Flag Officers and to the General Committee and its Sub-Committees. Only one member of a family unit for the purposes of either Family Membership being aged 25 or over or Senior Family Membership shall have the right to act as a Voting Member in connection with any General Meeting, to be elected a Flag Officer or to the General Committee at any one time.

## **MEMBERSHIP PRIVILEGES**

21. Voting, Honorary, Overseas and Overseas Family Members who are aged 18 or over shall have full use of the Club's facilities. All Members of any category of membership who are under 18 and all Temporary or Probationary Members, while having the full use of the Club's facilities, may be made the subject of such additional restrictions as the Committee shall decide. No Member of any category being under the age of 18 may purchase intoxicating liquor within the Club premises. All membership privileges are subject to the Club Rules and Bye-Laws.

## **ADMINISTRATION**

22. The management of the Club shall be vested in the Committee, which shall act in accordance with these Rules, any Bye-Laws made from time to time by the Committee and published to the Membership by notice on the Club's notice board and any directions given by the Club in General Meeting.

## **CONSTITUTION OF THE COMMITTEE**

23. The Committee shall consist of the Commodore, the Vice-Commodore, the Rear-Commodores, the Honorary Secretary, the Honorary Treasurer and at least eight Voting Members. The number of Committee Members shall not exceed 16.

## **CANDIDATES FOR THE COMMITTEE**

24. Candidates for election to the Committee shall be Voting Members proposed by at least two other Voting Members by notice in writing to be received by the Secretary not less than six weeks before any General Meeting of the Club, such notice being endorsed by the candidates with their consent to stand for election and by the two Voting Members who proposed them. A copy of such notice together with such additional information about the candidate as the Committee shall require shall be displayed prominently in the Club premises for not less than twenty-one days prior to the General Meeting.

## **ELECTION OF COMMITTEE MEMBERS**

25. If the total number of candidates proposed does not exceed the number of vacancies on the Committee then the candidates proposed shall be elected to the Committee at the General Meeting automatically. If there are more candidates than vacancies a poll shall be taken at the General Meeting and those candidates receiving the most votes from those present and by proxy shall fill the vacancies.

## **CO-OPTION OF COMMITTEE MEMBERS**

26. The Committee shall have the power to elect Voting Members to the Committee to fill any vacancies but any Committee Members so elected shall retire at the next Annual General Meeting.

## **RETIRING OF COMMITTEE MEMBERS**

27. A Committee Member, who is not either a Flag Officer, the Honorary Treasurer or the Honorary Secretary, shall not serve on the Committee for more than three years continuously from the date of their first election at an Annual General Meeting (ignoring any previous service on the Committee by co-option or any service more than a year before such election). This limitation shall be extended while such Committee Member is Chairman of any Sub-Committee up to a maximum total period of six years. Subject to the above a Member having served on the Committee, other than as a Flag Officer, the Honorary Treasurer or the Honorary Secretary, shall not serve on the Committee again until one year from the end of their last such service on the Committee.

## **COMMITTEE MEETINGS**

28. (a) The Committee shall meet at least every two months, subject to these Rules, making such arrangements as to the conduct, place and time of such meetings as it may wish.
- (b) Committee Meetings may be called by any Officer of the Club or any three Committee Members giving written notice to all Committee Members individually.
- (c) A quorum of the Committee shall be eight.
- (d) The Chairman of the Committee Meetings shall be the senior Flag Officer present or another Committee Member elected by the Meeting and shall have a casting vote.
- (e) Any Committee Member present at any Committee Meeting may call for any decision on any issue or matter which falls to be taken at that meeting to be decided by a poll or other secret ballot of the Committee Members present and entitled to vote on the decision.

## **SUB-COMMITTEES**

29. (a) The Committee may appoint from its Members Chairmen of such Sub-Committees as it may from time to time decide. The Members of these Sub-Committees shall be proposed by the relevant Chairman for approval by the Committee. The Committee may commit to these Sub-Committees such of its powers as it wishes.
- (b) The Sub-Committees shall meet and conduct their business as they shall decide within the powers committed to them by the Committee, Flag Officers, the Honorary Treasurer and Chairmen of Sub-Committees shall be ex-officio members of all Sub-Committees.
- (c) Each Sub-Committee shall prepare and subject to the next meeting of the Committee a report of its business for approval. Once so approved the business of the Sub-Committee shall become the business of the Committee.



## **DISCLOSURE OF INTEREST**

30. If any Committee Member has any interest in any issue or matter beyond his interest as a member of the Club he shall disclose such interest to the Committee when that issue or matter is first discussed in Committee. At any time after any such disclosure or after any such interest has come to the notice of the Committee, the Committee Member having such interest shall, if called upon to do so by any other Committee Member, withdraw from the Committee during either the discussion or consideration of such issue or matter or when any decision on the issue or matter in question falls to be taken or voted upon. This rule shall apply to Sub-Committees as it does to the General Committee.

## **INDEMNIFICATION OF THE COMMITTEE**

31. In pursuance of the authority vested in the Committee by the Members, Committee Members and others properly authorised by the Committee, are entitled to be indemnified by the members against any liabilities properly incurred by them or any one of them on behalf of the Club so long as the liabilities so incurred are of a duly authorised nature or could be assumed to be of a duly authorised nature undertaken on behalf of the Club.

## **ANNUAL GENERAL MEETINGS**

32. (a) An Annual General Meeting of the Members shall be held each year, neither later than the 31<sup>st</sup> May in any year not more than 15 months after the previous such Annual General Meeting, on a date to be fixed by the Committee.
- (b) At least five weeks before the Annual General Meeting the Secretary will prominently display written notice of such Meeting in the Club's premises.
- (c) Notice of motions to be considered at Annual General Meetings must be received by the Secretary not later than six weeks before the Annual General Meeting and must be signed by at least ten Voting Members.
- (d) Not less than 21 days before the Annual General Meeting the Secretary shall send to every Member:
- (i) Notice of the time and place of the Annual General Meeting.
  - (ii) A Report of the business of the Club during the year to the previous 31<sup>st</sup> December.
  - (iii) A full Statement of Account, certified by a Chartered Accountant, showing all sums received and expended during the year to the previous 31<sup>st</sup> December.
  - (iv) A list of the retiring Committee Members.
  - (v) An agenda of the business to be transacted at the Annual General Meeting.
  - (vi) Instructions on how the Member may vote by proxy, the names of any candidates for election to the Committee and such information about such candidates as the Committee shall decide.

## **EXTRAORDINARY GENERAL MEETINGS**

33. (a) Extraordinary General Meetings of the Members may be called either by direction of the Committee or by a requisition signed by not less than 30 Voting Members or one-fifth of the Voting Membership whichever is the least.
- (b) On making such a direction or on receipt of such a requisition the Committee shall cause the Secretary, within seven days, to give 21 days notice in writing to each Member specifying the time and place, and the business, being that mentioned in the direction or requisition, to be considered at such Meeting and giving instructions on how the Member may vote by proxy.

## **GENERAL MEETINGS**

34. At every General Meeting of the Members of the Club:
- (a) The Chairman shall be the senior Flag Officer present or any Committee Member whom the Meeting shall choose and the Chairman shall have a casting vote.
- (b) Unless a poll is demanded, motions shall be decided by a simple majority of those present and voting. On a poll properly demanded votes may be given either personally or by proxy. Motions proposing alterations or additions to these Rules shall be decided on a poll and shall only be carried by a two-thirds majority of those voting either in person or by proxy.
- (c) A quorum of 25 Voting Members shall be present.
- (d) Only business specified in the notice calling the Meeting may be considered.
- (e) No vote may be taken on any motion proposing any alteration or addition to these Rules unless the actual wording of the proposed alteration or addition was set out in the notice calling the Meeting.
- (f) The Chairman or any three Voting Members may demand a poll.

## **GUESTS**

35. Every Member shall, subject to the Bye-Laws, be allowed to introduce guests and every guest shall be accompanied by, and shall in all respects be the responsibility of the Member introducing them. The Club also admits as guests all those taking part in or attending any event or function organised by the Club. Provided that no person shall be introduced or admitted as a guest into the Club who shall have been expelled from membership or whose conduct or presence on the Club premises shall be considered by the Committee objectionable or prejudicial to the interests of the Club. The Committee may act under this Rule through any of its number but the decision of the Committee while being valid forthwith shall be subject to ratification at its next meeting.

## **RELATIONSHIP WITH NEW YACHT CLUB LIMITED**

36. (a) The Club and all its assets and resources are the property of New Yacht Club Limited, a company limited by guarantee. Every Voting Member (in the Memorandum and Articles of Association of the Company called Ordinary Members) accepts a liability of one pound (£1.00) on the dissolution or winding up of New Yacht Club Limited. The Members of the Committee are all directors of New Yacht Club Limited. To the extent that it is applicable to do so these Rules must be read with the Memorandum and Articles of Association of New Yacht Club Limited.
- (b) References in these Rules to the Secretary shall be construed as references to the General Manager appointed from time to time by the General Committee or, if none, to the company secretary of New Yacht Club Limited.

## **DISCLAIMER**

37. The Club, New Yacht Club Limited, the Committee and employees of the Club shall not be liable to any Member, guest of a Member or other party for any loss of damage howsoever caused except where serious personal injury or death result from gross negligence.

## **INTERPRETATION**

38. The Committee shall be the sole authority for the interpretation of these Rules and of the Bye-Laws made from time to time by the Committee. The decision of the Committee upon any question or interpretation of the same shall be final and binding upon the Members.

## **ENSIGN**

39. The Club Ensign is the Blue Ensign of Her Majesty's Fleet to be flown only by those Members holding a valid Permit and in accordance with the relevant requirements of such Permit.

## **BURGEE**

40. (a) The design of the Club Burgee shall be: "azure a saltire argent voided gules surmounted by the Royal Crown proper". The Admiral's Flag is a square Flag with otherwise the same design as the Club Burgee. The Vice-Admiral's Flag is similar to the Admiral's with one white ball next to the hoist. The Rear-Admiral's Flag is similar to the Admiral with two white balls next to the hoist.
- (b) The Flag of the Commodore is a swallow-tailed pennant of the same proportions and design as the Burgee. The Flags of the Vice-Commodore and Rear-Commodores are similar to the Commodore's except that the Vice-Commodore's Flag has one white ball in the canton next to the hoist and the Rear-Commodore's has two white balls.
- (c) The ex-Commodore's Flag is a tapered swallow-tailed Burgee with a white surrounding band inset from its edge.

## **ADDENDUM**

### PRIVILEGED MEMBERS

Every person who, immediately before the passing of these Rules, was a Lady Member, a Life Member or any Honorary Life Member, may if they so elect become a Privileged Member of the Club and such Privileged Membership shall continue, so long as their Membership shall continue, or until they elect otherwise. Such Privileged Membership shall be subject to the same qualifications and rights as to voting and being entitled to sit on Committees as under the Rules in existence immediately before the passing of these Rules but no further Members may be admitted to such Privileged Membership. The subscription payable by Privileged Members will not be fixed by reference to a set proportion of the subscription payment by any other category of members but may be varied by the Committee in accordance with Rule 16. The Committee may set different subscriptions for different types of Privileged Members but only by reference to the categories of Membership existing immediately prior to the passing of these Rules. When there are no longer any Privileged Members this Addendum to the Rules will automatically cease to be a Rule of the Club.



## **Clubhouse Bye-laws**

### **General**

1. Any of the following bye-laws of the RMYC may be cancelled, added to, or altered as from time to time as the Committee may decide (Rule 22).
2. Save when expressly provided to the contrary, all the bye-laws are binding on every class of membership, and, so far as they may be, applicable to all Guests and visitors. No Member, Guest or visitor should be absolved from the effect of these bye-laws on the ground that a copy or other notification of these, or alteration or addition thereto, has not been received by him, or her. In the event of any questions arising as to the interpretation of the bye-laws, the decision of the Committee shall be final (Rule 38).

### **Dogs**

3. With the exception of registered Guide or Assistance Dogs, no dog shall be admitted to the Clubhouse at any time. Dogs are permitted outside the Clubhouse in the grounds of the Club, including the terrace but must be kept on a lead at all times, and in the event of the dog fouling the grounds the handler of the dog shall immediately clear up the fouling made by the dog.

### **Staff Gratuities**

- 4(a) Tips for the front of house, bar and kitchen staff are permitted to be made into the tips box or via the till system and will be paid equally to staff on a monthly basis and calculation of the same based on a proportion of the hours worked in that month by each member of that group.
- 4(b) The Yard and Office Staff shall receive a share of the annual staff fund for which members contribute each year with membership renewal.

### **Employment of Club Staff**

5. No Member shall employ any staff of the Club without previously obtaining the consent of the Committee, or until such staff shall have left the services of the Club for at least a month.

## **Complaints**

6. All complaints shall be made in writing to the Club Manager. However, in the case of complaints regarding the Boat Yard which concerns any Franchise Holder the complaint shall in the first instance be made to the Franchise Holder. In no case shall a member of the staff be reprimanded directly by any Member.

## **Club Property**

7. No Member or Guest shall remove from the Clubhouse any newspaper, pamphlet, book or other property of the Club. Any Member breaking or otherwise damaging the property of the Club shall at the discretion of the Committee be called upon to make such damage good. This provision does not limit the Committee's powers under Rule 18.

## **Payment of Bills**

8. Members and Guests shall pay bills which they incur at the Club in accordance with the terms applicable to the bill in question. No credit will be allowed to Members or their Guests in respect of drinks purchased at the Bar.

## **Club Hours**

9. The Clubhouse and grounds shall be open and closed at such hours as the Committee may from time to time determine. The actual hours of opening the Bars shall be determined by the Committee and published on the Club's Notice Board and website.

Meals may only be served at the times authorised by the Committee as displayed on the Notice Board, on the website and in the Cabins.

## **Members' Food and Drink**

10. Food and drink brought to the Club by Members or visitors must not be consumed in the Clubhouse or on the Terrace, during times when food and beverages are available to purchase from the Club.

## **Smoking**

11. The Club operates a no-smoking policy in the Clubhouse and Boat Shed for Members and Staff alike. Smoking on the Terrace (being the area between the Clubhouse and the Marina) is only permitted in the designated smoking area.

## **Notices**

12. No paper, notice, or placard, written or printed, shall be displayed in the Club except by the Club Manager or an official of the Club authorised for that purpose.

## **Members' Letters**

13. Communications addressed to Members of the Club will be placed in the rack provided in the Clubhouse, where they will remain at Members' risk. Members desiring their correspondence forwarded must send written instructions to the Club Manager.

## **Cash**

14. Members can obtain cash for cheques from the Club Manager. The cheques must not exceed £100 and only one cheque can be cashed by the same Member on the same day. Cash can also be obtained from the Bar at the discretion of the Bar Steward up to a limit of £100 in any one day by any one Member.

## **Members' Staff**

15. No chauffeur, paid hand, or any person in the employ of a Member, shall in any circumstances use the facilities of the Clubhouse.

## **Refusal of Drinks**

16. The Bar Steward may refuse to serve any Member, Guest or other person without giving a reason. However, if they do so they must make a full report of their actions and reasons for them to the Committee.

## **Expulsion of Persons**

17. Either the Club Manager or any Member of the Committee may forthwith remove and expel from the Club premises any Member, Guest or visitor, who in their opinion is behaving in a manner which is causing or likely to cause a nuisance or annoyance to others using the Club premises or in a manner prejudicial to the interests of the Club or its property. Any Member so removed or expelled or whose Guest is so removed or expelled may ask for the matter to be referred at the next meeting of the Committee for ratification of the action taken hereunder.

## **Guests**

18. Subject to the following regulations Guests may be introduced and admitted to the Clubhouse in accordance with the Rules (Rule 35).
  - a. No Guest shall be admitted to the Club between the hours of 23.00 and 08.00 unless he or she is staying in one of the Club Cabins.
  - b. Members introducing Guests into the Clubhouse shall write their names in the book kept for the purpose and shall be responsible for them and their actions in every way.
  - c. No individual may be introduced or admitted to the Club as a guest on more than three successive days, or more than six days in one year. In the case of guests over 70 years of age, being the parent or grandparent of a Member, the limit on the number of days is increased to 12.

- d. Guests may purchase drinks at the Bar but only if they comply in all respects with the requirements of the Rules and bye-laws.
- e. The Committee may advise a Member that his Guest or Guests should not be invited to the Club. Should such warnings be disregarded the Member may be dealt with under Rule 27. The Committee shall not be obliged to give any reason for such advice.

## **Reciprocal Arrangements**

- 19. Members of certain Clubs have the right to become Temporary Members under Rule 7(h) for such period or periods not exceeding 21 days in any one year in consideration of a like privilege being accorded by those Clubs to Members of the Royal Motor Yacht Club.

## **Cabins**

- 20. Cabins may be used by Members and their Guests only. All applications for Cabins should be addressed to the Club Manager, stating the period of proposed stay.

The charges for Cabins shall be fixed from time to time by the Committee.

Members will be advised of the allocation of Cabins and must thereupon confirm the booking in writing.

A cabin so reserved and not occupied (unless re-let by the Club to another member) must be paid at the current rate for the full period of the booking.

All lettings shall be subject to the absolute right of the Committee or the Club Manager to refuse, without assigning a reason, any letting and/or determine the occupancy at any time. In case of illness, immediate removal may be ordered, subject to the approval of a Medical Officer.

Cabins not vacated before 10.30 will be charged for the following night.

The Committee shall also have the right to fix the maximum period of occupation of Cabins according to the season of the year.

## **Cards**

- 21. No Card or other Games for which a Licence is required shall be permitted without the express authorisation of the Committee.

## **Dress Code**

- 22. The Club aims to maintain a relaxed and sociable environment which is conducive to the wishes and values of our Members. This requires a sensible level of dress, at all times, whenever Members and their visitors are in the Clubhouse or on the Terrace, such that it does not cause offense or embarrassment to other users or to members of staff, who are required to maintain standards. Whilst it is not



appropriate to prescribe in detail what is and is not acceptable, the following guidelines should be observed both in letter and spirit:

- Shirts for men must have collars and sleeves (long or short) and may incorporate a small insignia;
- Clothes bearing large or offensive slogans or lettering should be avoided;
- Respectable shorts and T-Shirts with sleeves may be worn in the bar area between 1 April and 31 October, but not in the Restaurant at any time;
- Smart jeans and chinos are acceptable;
- Dirty, torn, “distressed” or ripped clothing and visible swimwear or underwear is not acceptable;
- Footwear should be clean and tidy: smart flip-flops are acceptable (but not in the Restaurant after 6pm);
- Hats in the Clubhouse, bare feet and wet gear are not acceptable.

It is the Member’s responsibility to ensure that their guests also comply with the Club’s dress code.

For Social Events, there are three levels of dress at the Club:

**Black Tie:** Correct dress for Gentlemen, is a Dinner Jacket with bow tie and for Ladies, evening or cocktail dress.

**Lounge Suit/Blazer:** Correct dress for Gentlemen is a Lounge Suit or Blazer with smart trousers, a shirt and a tie. Ladies should be smartly dressed in cocktail dresses or stylish separates.

**Smart Casual:** Preferred dress for Gentlemen is long or short sleeved shirt with a collar and long trousers, with or without a jacket or sweater, with or without a tie and with footwear. Dirty, torn or “distressed” or ripped clothing is not acceptable. Ladies should be dressed appropriately in a skirt or trousers.

The dress code for individual social functions will appear on the advertising notice for each occasion. Dinners and suppers in the Mountbatten Room will normally require Lounge Suit/Blazer but may be varied to Smart Casual or ‘theme’ depending on the event being held.

The General Committee and the Club Manager reserve the right to be final arbiters of good taste in these matters. Outside normal working hours these powers are delegated to the Chief Steward or his nominee, or the weekend General Committee duty officer.

## Telephones

23. The telephone installed in the Club Offices shall not be used for Member’s private calls. To avoid causing disturbance to other members and guests, the making or receiving of mobile phone calls is prohibited at all times in the Main Entrance Hall,

Bar, Restaurant, Function Rooms (if occupied), or on the main Terrace area. Mobile phones must be switched off, or kept in silent mode in these areas, at all times. The making or receiving of calls discreetly is permitted in all other areas of the Club premises.

## **Children**

24. All children under 16 must be always accompanied by an adult when in the Clubhouse, Bar, Restaurant, Terrace or Gun Deck. No child under 16 is permitted to go directly up to the bar at any time.

## **General Disclaimer**

25. The Club is not liable for any loss or damage to persons or their property. The General Committee disclaims any liability. The boats, with gear, whether at their moorings, being handled, stored, repaired or maintained are at Owners' risk and Members are deemed to accept this bye-law.

## **Membership Applications**

26. In the event of an application for membership not being successful then no fresh application can be made within a two-year period.

## **Conduct**

27. Any conduct which, in the opinion of the General Committee, is either unworthy of a Member of the Club or otherwise injurious to the interests of the Club or in breach of the Club Rules or bye-laws, may render a Member liable to suspension of membership or other privileges for such a period as the General Committee considers fit.



# **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 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 given their time and effort to the Club, exercising considerable dedication in doing so. Please do not forget this if ever 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.



## Haven and Yard Bye-laws

RMYC Haven & Yard Bye-laws are established by the General Committee and administered by the Club 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.
  - g) Professional commercial divers may be permitted to work on or around a Member's vessel in the Haven at the absolute discretion of the Club Manager.
  - h) 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 Club 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 motor 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 & Haul out

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 (or '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 seacocks, 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 seacocks 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. The Committee may decide from time to time to levy a separate charge on licence holders for this.
- 35 The Club will endeavour to have a representative in attendance in the Yard during the following hours:

1<sup>st</sup> April – 31<sup>st</sup> October

Monday to Friday 08.30—19.00

Saturday/Sunday 08.30—Sunset

1<sup>st</sup> November – 31<sup>st</sup> March

Monday – Friday 08.00—16.00

No Yard staff will be available during the Christmas & New Year shut down.

- 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.

## **Vehicle and Personal Transport Parking**

- 37 Members must park their vehicles in the Yard Car park only and 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 Club 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.
- 40 The use of bicycles and any form of individual transport whether or not motor-assisted (other than mobility vehicles) (Personal Transport) is not permitted anywhere on the Premises or the Terrace. For Members who wish to arrive at the Club by Personal Transport there is a cycle shed and other designated parking area available in the Car Park which must be used. No other means of transport is permitted except for mobility scooters.

## **HAVEN REGULATIONS**

- 41 The Haven and its berths are for the use of Members of the RMYC and Reciprocal Clubs only. All other requests are by arrangement.
- 42 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.
- 43 No barbecue may be used either on a vessel or a pontoon within the Haven.
- 44 No vessel shall sail within the Haven except approved vessels, e.g. Flying Fifteens. & Club sailing dinghies.
- 45 No vessel shall anchor within the Haven.
- 46 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.
- 47 Fishing, swimming, diving and SCUBA diving are forbidden in the Haven without the written consent of the Club Manager or the weekend General Committee Duty Officer.
- 48 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.
- 49 No major refitting or repair shall be carried out to any vessel berthed in the Haven.
- 50 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.
- 51 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.
- 52 Members and visitors shall comply with all reasonable instructions of the Club Manager in connection with all matters relating to the safe and efficient operation of the Premises.
- 53 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 62 apply. Other Members wishing to use vacant berths, even for a short period, must obtain authorisation from the Club Manager or a member of the Yard Staff before using the berth.
- 54 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.
- 55 Any vessel or vehicle on the Premises may be moved by the Club without prior notice to the owner.
- 56 The maximum dimensions of vessels permitted to use the Haven are:
- a) 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.
  - b) 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.

#### 57 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.

- 58 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).
- 59 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.
- 60 A berth occupied by a visitor must be vacated by noon on the day of departure.
- 61 The Victualling pontoon 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.
- 62 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 Club Manager, H&Y Manager, a Flag Officer, the Chairman of the Haven & Yard Committee or the weekend General Committee Duty Officer.

## **Berth Licences**

- 63 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.

- 64 Each berth has specific limits on LOA (as defined in Bye-law 56) and or beam. Consequently, berth licence holders may not change their vessels without the written approval of the Club (through the Club 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.
- 65 No changes in berth positions are allowed without the consent of the Club Manager.
- 66 No moving up or down in berth size is permitted other than via the waiting list.
- 67 The Member to whom a berth has been licensed may not use it to berth a boat 2 metres less than or 0.5 metres longer than its designated length at any time. In exceptional cases, the latter limit may be extended by a further 0.5 metres at the discretion of the Chairman of the Haven & Yard Committee.
- 68 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.
- 69 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.
- 70 Nothing in the licence shall entitle a licence holder to the exclusive use of a particular berth.
- 71 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.
- 72 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.
- 73 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.

- 74 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.
- 75 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 74 will apply.
- 76 Berths unoccupied, or their vessels not used, for more than 364 days will lead to the General Committee considering forfeiture of the berth. In particular, each boat for which a berth has been licensed must be navigated out of the Haven under its own power on at least six separate days during each summer season, from 1<sup>st</sup> April to 31<sup>st</sup> October. CCTV is used as evidence to monitor this situation as well as for security. A breach of this Bye-law may result in the General Committee,
- a) Immediately notifying the berth holder following the November General Committee meeting; and
  - b) Advising, the non-renewal of the license or granting permission to allow a 3-month license ending on 31<sup>st</sup> March of the following year and the berth being re-let from 1<sup>st</sup> April of that year,

Failure to vacate the berth, the Club retains the right to remove the boat to a commercial marina or yard at the total risk and expense of the Member.

- 77 The Member shall pay Poole Harbour dues and/or Crown Commissioners dues to the Club as agents of the Poole Harbour Commissioners.
- 78 Berth license holders may use the slipway at no charge to launch and recover their own tenders.
- 79 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.
- 80 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.
- 81 Dates for slipping or re-launching cannot be guaranteed.
- 82 Berth holders may not make any permanent attachments to the pontoons without prior authorisation from the Club Manager. Unauthorised attachments will be removed and any damage to the pontoon made good at the berth holder's expense.

## Haven Waiting List Applications

83. 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 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.
  - d) 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.
  - e) When allocated, the annual berth licence will be in the name of one voting Member only, not a family or any minority owners.
  - f) When a Member accepts the offer of a berth, they will come off the waiting list.
  - g) 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.
  - h) 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

- 84 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.
- 85 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.
- 86 Spaces are allocated on an annual basis. Members who wish to be allocated a space must apply using the appropriate form which is available from the RMYC Office [or the website]. Completed application forms must be received in the RMYC Office by 31<sup>st</sup> December in any year in respect of allocations for the following Summer season.

- 87 The Haven & Yard Committee determines during January of each year the allocation of spaces in the Yard and Shed and preference will be given to those who held an allocation during the previous Summer season. Remaining allocation will be on a first come first served basis. The full dry berthing fee is then invoiced for immediate and full payment or by Direct Debit.
- 88 Allocations are made subject to the Terms & Conditions of these Yard Regulations.
- 89 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.
- 90 All owners must be resident, in the UK and the boat must be regularly used. In particular, each boat for which a space has been licensed must be launched and navigated out of the Haven under its own power on at least six separate days during each summer season, from 1st April to 31st October. Breach of this Bye-law will 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 1-40 of those governing the Use of the Club's Premises apply in full).
- 91 Storage of boats on trailers with twin axles for self-launch is not permitted.
- 92 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.
- 93 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.



- 94 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.
- 95 Only the driver may be in the boat during launch and recovery (see Bye-law 28).
- 96 Refuelling in the Haven, Yard, Shed or the Club's car parks is forbidden (see Bye-law 25).
- 97 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.
- 98 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. The trailer must not be left on the Premises whilst the boat is being used.

## **Winter Dry Berthing**

- 99 A limited number of trailer boats can be accommodated in the Yard and Shed during the period [1<sup>st</sup> November—31<sup>st</sup> March] ("Winter season")

- 100 Application must be made on the appropriate form which is available from the RMYC Office [or website].
- 101 Bye-laws 83,84,87,89,90,91 and 92 will apply.

### **Personal Watercraft**

- 102 Up to ten Personal Watercraft (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.

**The Royal Motor Yacht Club**  
**Club Rules and Bye-Laws**  
**Copy dated: as at 9<sup>th</sup> May 2024**