

# **CARGREEN YACHT CLUB LIMITED**



## **CLUB RULES & BYE-LAWS**

Reformatted July 2012

Latest Revision May 2015

**Coombe Lane, Cargreen, Saltash, Cornwall PL12 6PB**

A company limited by guarantee and without a share capital.

Companies Registry number 5121798

Registered Office: The Clubhouse, Coombe Lane, Cargreen PL12 6PB

# Index

1. Rules and Bye-laws (Definitions)
  - 1.1 Club Rules
  - 1.2 Bye-laws
  - 1.3 Members' Compliance
2. Membership
  - 2.1 Categories of Membership
  - 2.2 Active Sailors
  - 2.3 Geographical Area
  - 2.4 Election of Members
  - 2.5 Members' Addresses
  - 2.6 Data Protection Act 1998
  - 2.7 Retirement from Membership
  - 2.8 Use of Club Premises
3. The Management of the Club
  - 3.1 Duties of the Committee
  - 3.2 Managers and Sub-Committees
  - 3.3 Bye-laws
  - 3.4 The Committee
  - 3.5 The Vice Commodore and Rear Commodore
  - 3.6 Broad Pennants
  - 3.7 Election
  - 3.8 Honoraria
  - 3.9 Members' Issues
  - 3.10 Members' Attendance at Committee Meetings
  - 3.11 Complaints
  - 3.12 Dispute Resolution Procedure
  - 3.13 Disclosure
  - 3.14 Agents of the Club
4. Entrance and Subscription Fees
  - 4.1 Entrance, Subscription & Moorings Fees
  - 4.2 Arrears of Subscriptions
5. Clubhouse and Site
  - 5.1 Clubhouse and Site
  - 5.2 Expulsion
  - 5.3 Visitors
  - 5.4 Damage to Club Property
  - 5.5 Limitation of Club Liability
  - 5.6 Hire of Clubhouse
  - 5.7 Abandoned Property
6. Purchase and Supply of Excisable Goods
  - 6.1 Wholesale Purchase
  - 6.2 Age Limits
  - 6.3 Opening Times
  - 6.4 Payments & Profits
  - 6.5 Accounts

## Bye-Laws

- Moorings Bye-Laws
- Clubhouse and Site Bye-Laws
- Boatwatch Bye-Laws
- Bye-Laws on the Use of Club Boats

## **SECTION 1 – Rules and Bye-laws (Definitions)**

- 1.1 Club Rules.** The Articles of Association (Arts. 57 & 58) of the Cargreen Yacht Club Ltd. (“the Company”) provide that Club Rules be adopted only by Special Resolution of the Company in general meeting although in very exceptional circumstances the Committee may amend them by posting such amendment in the Clubhouse. The amendment would then have the force of a rule until the next Annual General Meeting.
- 1.2 Bye-laws.** The Articles of Association (Art. 59) also authorize the Committee to make bye-laws as it shall from time to time determine. At present we have Clubhouse, Moorings and Boatwatch Bye-laws. Such bye-laws shall remain in effect unless amended by vote at an annual general meeting.
- 1.3 Members' Compliance.** The Articles of Association (Arts 10, 12 and 13) describe members' expected compliance with the Club's Rules and Bye-laws, punctual payment of fees, and general conduct, and penalties for default.

## **SECTION 2 – Membership**

- 2.1 Categories of Membership.** There shall be the following categories of membership entitled to vote at meetings of the Club and with rights and privileges as indicated hereunder unless otherwise stated: -
  - a. Full Membership.** A Full Member is a person who, at the date of election, is over the age of 18 and who shall have one vote and the full use of all Club facilities.
  - b. Full Life Membership.** Full Life Members (including Full Life Family Members) have the rights and privileges of a Full or Family Member for life. This category of membership is no longer available.
  - c. Family Membership.** Members of a family which may include children under the age of 18 are eligible for Family Membership. Each registered spouse or partner shall have one vote and the family shall have the full use of all Club's facilities subject only to paragraph 6.2 below. A Family Member being between the ages of 14 and 18 (if appropriate) may transfer to Student Membership without payment of an entrance fee. At 18 such a member must transfer to Student Membership or become a Full Member.
  - d. Student Membership.** A young person who is over 14 years of age and receiving full-time education, or in circumstances which the Committee may in its discretion deem to qualify, and who is not a Cadet Section or Family Member may be elected a Student Member. Student Members have full use of all Club facilities, subject to paragraphs 6.2 below, but shall not have a vote. A parental indemnity is required in respect of those under the age of 18. A key or “swipe” card may be issued only to those over the age of 18 at the discretion of the Committee and subject to payment of the normal administrative charge. (The entrance fee and annual subscription will normally be one third of the rates for a Full Member but may be waived or varied at the discretion of the Committee).
  - e. Cadet Membership.** A young person being over the age of 10 and under 18 and a member of the Cadet Section may be elected a Cadet Member. He/she shall have no vote but shall have the full use of all Club facilities whilst supervised by an adult member subject only to paragraph 6.2 below.
  - f. Honorary Life Flag Officers.** The Committee may nominate for election at an annual general meeting a distinguished member as an Honorary Flag Officer for exceptional services to the Club or in recognition of outstanding yachting achievement. Such Honorary Life Flag Officers may vote and shall have the rights and privileges of Full Members but shall pay no subscription. Furthermore they shall be awarded and shall be entitled to fly a

distinctive broad pennant. The number of Honorary Life Flag Officers shall not normally exceed three.

- g. Honorary Life Members.** The Committee may nominate at an AGM distinguished members for election as Honorary Life Members for long and/or meritorious service to the Club. Honorary Life Members may vote and have the privileges of Full Members but shall pay no subscriptions. Further, they shall be awarded, and entitled to fly, a Club burgee. The number of Honorary Life Members normally shall not exceed six.
- h. Honorary Members.** The Committee may nominate at an AGM distinguished non-members for election as Honorary Members for services to the Club or in recognition of particular yachting achievements. Honorary Members have no right to or claim upon the property of the Club and may not vote. Otherwise they shall be subject to the rules and privileges of Full Members. Honorary Members shall be exempt from an entrance fee and annual subscriptions for up to 5 years, after which Honorary Membership shall lapse but Full or Family Membership may commence upon payment of then current subscriptions. Honorary Members shall be awarded and entitled to fly the Club burgee. The number of Honorary Members normally shall not exceed six.
- i. Group Membership.** Group membership may be granted to recognised organisations (including educational establishments) which wish to participate in yachting activities at Cargreen. Such organisations will have no vote, but may have the full use of the Club's facilities subject to Club Rules as may be varied from time to time by the Committee (see 2.11 below). Such groups may nominate a person to represent the Group in dealings with the Club.
- j. Temporary Members.** The Committee may elect as Temporary Members visiting yachtsmen and women who are members of other RYA affiliated clubs for a period of not more than 21 days. Temporary members shall have no vote, but shall have the full use of the Club's facilities subject to Club Rules applicable at the time of their respective visits (see 2.8 below).
- k. Cadet Volunteer Helpers.** The Committee may elect parents of Cadets, and other persons who volunteer to assist with sailing, catering and other aspects of Cadet activities, to become Cadet Volunteer Helpers. Their membership shall be reviewed annually and they should be suitably qualified for the tasks being undertaken, in line with RYA guidelines.

They shall have no voting rights, or use of the Club's facilities, except in connection with specific Cadet activities or as otherwise determined by the Committee. They shall be subject to the Club Rules applicable at the time of their respective visits (see 2.8 below) and shall have no right to enter Club races or regattas unless specially authorised by the Officer of the Day. Such members shall have no right to introduce visitors to the Club or facilities thereof, or to take part in the management of the Club, and are deemed to have notice of the Club Rules and will be bound by them as if they were Full Members of the Club.

Temporary Members and Group Members (which expression may include members of another RYA recognised club or organisation) may have the full use of the Club's facilities with the written consent of the Secretary on behalf of the Committee but such a member shall have no right to enter Club races or regattas unless specially authorised by the Officer of the Day. Such temporary or group member shall have no right to introduce visitors to the Club or facilities thereof or to take part in the management of the Club. Such members are deemed to have notice of the Club Rules and will be bound by them as if they were Full Members of the Club.

Such members shall be liable to be expelled from the Club's premises or prohibited from using the Club's facilities if, in the opinion of a Committee Member, he or she shall not have reasonably complied with the prevailing conditions.

**2.2 Active Sailors.** As a guideline 75% of Full and Family membership shall be active yacht or dinghy owners, or active sailors.

**2.3 Geographical Area.** As a guideline 75% of Club adult membership (Full and Family Members) shall reside within a 25 mile radius of the Clubhouse.

**2.4 Election of Members**

a. Every candidate for membership (except Honorary Membership) shall be proposed and seconded by a Full or adult Family Member of the Club (who may be an Officer or Manager of the Club), and preferably following an informal introductory visit to the Club.

b. The application for membership shall be in the form prescribed from time to time by the Committee and shall include the name, home and e-mail address (if appropriate), telephone number, yacht and sailing qualification details of the candidate, and the signatures of the proposer and seconder.

c. Each candidate shall be subject to election by a simple majority vote of the Committee.

d. The Secretary or the Membership Secretary shall inform each candidate in writing of the candidate's election or non-election and request necessary payments.

**2.5 Members' Addresses.** Every Member shall furnish the Membership Secretary with an up to date address for correspondence (and e-mail when available) which shall be recorded in the Register of Members and any notice posted to such address shall be deemed to have been duly delivered (see also Section 2.6 below).

**2.6 Data Protection Act 1998.** Membership of the Club and acceptance of these rules by members will be deemed to constitute consent to the holding of relevant personal data (e.g. name, address, e-mail address, telephone number, yacht, mooring and sailing qualification details) for the purpose of the Data Protection Act 1998. Such data shall be used only for the efficient administration of the Club and will not be divulged outside the Club.

**2.7 Retirement from Membership.** A member shall withdraw from membership by giving notice in writing to the Secretary and shall not then be liable to pay the subscription for the following membership year. Upon re-application by a former member the Committee may in its absolute discretion excuse the payment of an entrance fee.

**2.8 Use of Club Premises.** In order to comply with licensing laws no new Member except a Temporary or Group Member may use the Club premises, or any facilities of the Club until 48 hours have elapsed from the date of the notice of his or her election.

**SECTION 3 – *The Management of the Club***

**3.1 Duties of the Committee.** A Management committee ("the Committee") shall direct and coordinate the Club's affairs according to these Club Rules and Bye-laws (and in accordance with the Company's Articles of Association) and shall cause the funds of the Club to be applied solely to the Objects of the Club or for a benevolent or charitable purpose decided at a general meeting. The Committee shall have discretion to commit Club funds for capital projects or non-routine expenses to a limit of 25% of annual turnover; proposals for expenditure beyond that limit shall be approved at a general meeting of the Club before proceeding. Health and safety considerations are to be a vital consideration for all Officers in their respective spheres of activity. They are to ensure that they are familiar with the Club's health and safety policy and that it is implemented.

- 3.2 Managers and Sub-Committees.** The Committee may co-opt such other managers and sub-committees as it may deem necessary and may delegate such of its powers as it may think fit upon such terms and conditions as shall be deemed expedient and/or required by law; in particular the Committee may appoint a Clubhouse Manager, a Bar Manager, a Site Manager, a Causeway Manager, a Membership Secretary, a Training Manager, a Cadet Manager, Sailing Managers and a Boatwatch Manager; such managers and sub-committees shall be Full or Family members of the Club and their names shall be published by general notice. Health and safety considerations are to be a vital consideration for all managers in their respective spheres of activity. They are to ensure that they are familiar with the Club's health and safety policy and that it is implemented.
- 3.3 Bye-laws.** The Committee shall make such bye-laws as it shall from time to time think fit and shall cause the same to be exhibited in the Clubhouse for fourteen days before the date of implementation. Such bye-laws shall remain in force unless amended by a vote at a general meeting.
- 3.4 The Committee.** The Committee shall comprise the Commodore, the Vice-Commodore, the Rear Commodore and up to nine other Officers, including the following whose duties of and responsibilities are set out below:
- a. **The Commodore** shall be the senior Officer of the Club and chairman of the Committee. He/she is also an ex officio member of every sub-committee of the Club.
  - b. **The Honorary Secretary** shall:
    - 1. Keep a register of Club members' names and addresses with the help of the Membership Secretary and the Webmaster;
    - 2. Conduct the correspondence of the Club and keep custody of all Club documents;
    - 3. Keep full and accurate minutes of all meetings of the Club and the Committee which will be signed by the Chairman at the next following meeting;
    - 4. Maintain contact with the Club's legal adviser to ensure that the Club's affairs are managed in accordance with the law; and
    - 5. Maintain any certificates or registrations as may be required by law.
  - c. **The Honorary Treasurer** shall:
    - 1. Keep such books as are necessary to give a true and fair view of the financial state of the Club and be responsible for its day to day finances.
    - 2. Make all financial returns as may be required by law in due time.
    - 3. Prepare an Annual Balance Sheet, ensure that it is independently inspected annually and exhibited in the Club premises at least 24 days before the AGM.
    - 4. Administer such insurance policies as may be needed fully to protect the interests of the Club, its Officers and members
    - 5. Ensure that the assets of the Club are fully and properly covered by insurance.
  - d. **The Clubhouse Officer** shall have responsibility for the Clubhouse and the Club site. In particular he/she will ensure compliance with the Health and Safety at Work etc Act 1974 (as amended). The Clubhouse Officer is also responsible for the work of the Bar Manager, the Clubhouse Manager, the Causeway Manager, the Site Manager and the cleaner.
  - e. **The Sailing Officer** shall be responsible overall for sailing matters other than training. He/she shall be responsible for all sailing events including both yacht and dinghy sailing events and regattas. The Sailing Officer is also responsible for the work of the Bosun and the Yacht and Dinghy Sailing Managers, for ensuring that events are run strictly in accordance with RYA recommendations and for the maintenance of the Club's safety boats.
  - f. **The Moorings Officer** shall be responsible for the allocation and administration of moorings within the Tamar River area leased by the Club and for the billing of mooring holders. He is assisted by the Boatwatch Manager. The Barge Master shall be responsible

for the laying, inspection and servicing of Club moorings and for the maintenance of the barge.

- g. **The Training Officer** shall have responsibility for all training and for the work of the Training Manager. The Training Officer is to ensure that all courses are run in accordance with RYA recommendations and especially have regard to the requirements of the 1994 Activity Centres (Young Persons Safety) Act and the Child Protection Act 1989. He/she is also responsible (through the Bosun) for the maintenance of dinghies belonging to the Club.
- h. **The Cadets Officer** shall have responsibility for cadet matters. He or she will organise and supervise recreational activities for cadets, and liaise with the Training Officer to plan training events. He or she will ensure that activities are carried out safely with adequate supervision and consideration for other water users. Through liaison with the Training Officer and Bosun, he or she should ensure that standards of proficiency are met with respect to safety boat drivers, boat maintenance, and child protection, and to promote inclusion of those individuals with special needs.
- i. **The Honorary Social Secretary** shall plan, organise and control the principal social events of the Club.

Notwithstanding the above the Committee may at any time vary the responsibilities and duties of the Officers by formal resolution.

- 3.5 The Vice Commodore and the Rear Commodore** shall be the Flag Officers next senior respectively to the Commodore. They may be any of the eleven other Officers of the Committee and may be proposed jointly with one of the Officer posts (e.g. the proposal would be for Vice Commodore and Sailing Officer, or Rear Commodore and Treasurer, etc.). Whilst progression from Rear Commodore to Vice Commodore to Commodore is the normal sequence, there is nothing to preclude anyone being proposed directly for any Flag Officer's post.
- 3.6 Broad Pennants.** The Commodore, Vice Commodore and Rear Commodore, being the three senior officers of the Club, may fly their broad pennants when afloat.
- 3.7 Election.** The Commodore and Officers comprising the Committee shall normally be elected in accordance with Articles 33 to 37 of the Club's Articles of Association.
- 3.8 Honoraria.** The Committee shall have the power to grant honoraria to Club Officers and managers as approved at each AGM.
- 3.9 Members' Issues.** A member wishing to have a matter discussed by the Committee shall in the first instance discuss the matter with an appropriate Officer and/or write to the Secretary.
- 3.10 Members' attendance at Committee Meetings.** Attendance at Committee meetings is normally open for members to listen but they shall not interrupt proceedings. However they may be invited to contribute at the Chairman's discretion. The Committee may invite members and outside specialists to advise and report on particular issues as required.
- 3.11 Complaints.** Serious complaints relating to the Club shall be addressed in writing to the Secretary as early as possible and then shall be raised by the Secretary as a matter of urgency at the next Committee meeting. Minor complaints should be raised with an appropriate Club Officer. Complaints, other than minor ones, should be recorded in the minutes of a Committee meeting, especially if it is considered the outcome may be referred to in the future. The reference may afford anonymity to any member(s) involved and/or refer only to a more detailed account being held on file. If so, the confidential record of names and details should be filed in a sealed envelope by the Hon. Secretary with the relevant minutes.

- 3.12 Dispute Resolution Procedure.** In the event that a dispute arises between an individual member and the Club which cannot be resolved satisfactorily by informal discussion, an attempt shall be made to achieve a mutually agreed settlement of the dispute, if necessary with the assistance of an impartial mediator, before any action is taken. If a satisfactory settlement of the dispute cannot be achieved by mediation, the dispute shall be referred to an impartial and independent adjudicator who shall be required to rule on the dispute within a reasonable period of time, and whose decision shall be binding unless either party elects to submit the dispute to arbitration, which must be done within 28 days of the publication of the adjudicator's ruling. If a dispute is not settled by mutual agreement and either the member or the Club declines to accept the ruling of the adjudicator, the dispute shall be submitted to arbitration by a single arbitrator under the provisions of the Arbitration Act 1996. Unless otherwise agreed the method of appointment of the mediator, adjudicator or arbitrator, and also the administration of the dispute, shall be in accordance with the appropriate dispute resolution scheme and procedures supported by the RYA at the pertinent time. Each party to the dispute shall be responsible for its own costs and shall be jointly and severally liable for the fees and expenses of the mediator, adjudicator or arbitrator, subject only to any final award on costs which may be made by an arbitrator. This dispute resolution procedure shall not apply to matters of membership and conduct of members, which shall be decided by the Committee strictly in accordance with the provisions of Section 2 of these Club Rules.
- 3.13 Disclosure.** Any Officer or manager of the Club, in transacting business for the Club shall disclose to third parties that he/she is so acting.
- 3.14 Agents of the Club.** The Committee or any person or sub-committee delegated by the Committee to act as an agent for the Club or its members shall enter into contracts only so far as expressly authorised, or authorised by implication, by the members in general meeting. No one shall, without the express authority of a general meeting of the Club, pledge the credit of the Club.

#### **SECTION 4 – Entrance and Subscription Fees**

- 4.1. Entrance, Subscription & Moorings Fees.** The rate of entrance and subscription fees for each category of membership and the rates of moorings fees shall be determined at the AGM in each year by a simple majority of those present and entitled to vote. The membership year shall commence on 1<sup>st</sup> March. All members shall pay the appropriate entrance fee and their first annual subscription upon election, and thereafter shall pay the annual subscription on the 31<sup>st</sup> January in each year. Candidates elected after 1<sup>st</sup> September shall pay only half the annual subscription in respect of the year. Payment of Annual Subscriptions shall be by online direct debit unless agreed otherwise. The Committee may seek approval at an AGM to invite optional payments of subscriptions for up to five years in advance in order to help finance particular capital projects.
- 4.2 Arrears of Subscriptions.** Members whose subscriptions and/or fees are unpaid after the 1<sup>st</sup> March shall have the privilege of membership suspended and may not enter the Club's premises, enter any Club event or regatta nor vote at any meeting. An administration fee of £25 will be charged for late payment. Members whose subscriptions are still unpaid after 1<sup>st</sup> May shall cease to be members and must vacate immediately any mooring in the Tamar River area leased by the Club and remove any mooring tackle owned by them. Such ex-members may be re-elected but may be required to pay another entrance fee, a moorings re-allocation fee and the cost of removing tackle from the fundus and storing it ashore.

#### **SECTION 5 – Clubhouse and Site**

- 5.1 Clubhouse & Site.** The Committee shall ensure insofar as it is able that the Clubhouse and Site are maintained in safe condition and in good order of repair, and are made available as amenities for members as much as is reasonable. The Committee may appoint Clubhouse, Causeway and Site Managers as may be required.

- 5.2 Expulsion.** An Officer of the Club may expel temporarily for up to 14 days any person who abuses the privilege afforded to Group and Temporary Members. The matter shall be reported to the Committee which, in its absolute discretion, may decide to make such expulsion permanent.
- 5.3 Visitors.** Members shall enter the names of all their respective guests in the Visitors' Book and their guests shall also enter their respective, names addresses and signatures therein. Other than pre-arranged visits by other sailing clubs and associations not more than seven guests per member may be introduced in any one day and the same guest may not be introduced more than six times in any calendar year.
- 5.4 Damage to Club Property.** A Member shall not knowingly remove, injure, destroy or damage any property of the Club and shall make restitution for the same if called upon to do so by the Committee.
- 5.5 Limitation of Club Liability.** Members of the Club, their guests or visitors use the Club premises and any other facilities of the Club, including moorings administered by the Club, entirely at their own risk and by implication accept that the Club will not accept any liability:
1. For any damage to or loss of property belonging to members, guests or visitors to the Club; (without limiting the generality of the word "property" it shall include yachts, dinghies, tenders, vehicles and outboard engines).
  2. For personal injury arising out of the use of the Club premises and any other facilities of the Club either sustained by members, their guests or visitors or caused by the said members, guests or visitors whether or not such damage, loss or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them or the Officers of the Club.

A notice setting out Section 5.5 shall be exhibited in a prominent position within the Club premises.

- 5.6 Hire of Clubhouse.** The Clubhouse and/or Site may be hired by members and others for suitable private events approved by the Committee; application shall be made in writing to the Clubhouse Manager two months in advance giving full details of the proposed event. Such events shall not clash with Club events and 30 days' notice shall be given to members; members shall continue to have access to heads and showers during such events. Section 6 - Purchase Supply of Excisable Goods - shall be strictly adhered to during all private events. However alcohol may only be sold and consumed at events which are consistent with the objectives and core activities of the Club, which involve no other licensable activity (the provision of regulated entertainment and/or entertainment facilities, or provision of late night refreshments), and which are organised by the Club, a Club member, or a sailing organisation with objectives similar to those of the Club. These provisions apart, no licensable activity of any kind may be made available on Club premises to non-members.
- 5.7 Abandoned Property.** If at any time any fees payable to the Club shall be six months or more in arrears and a vessel and/or gear the property of a member or former member remains upon Club premises, the Committee may:
1. Move the vessel and/or gear to any other part of the Club's premises without being liable for any loss or damage to the vessel and/or gear howsoever caused.
  2. Give one month's notice in writing to the member or former member at his last known address as shown in the Club Register and thereafter sell the vessel and/or gear and deduct any monies due to the Club (whether by way of arrears of subscription, mooring, dinghy parking fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member.

3. Alternatively if the vessel and/or gear is unsaleable, after giving notice in writing as aforesaid, dispose of the vessel and/or gear in any manner the Committee may think fit and deem the cost of so doing, and any arrears as aforesaid, to be a debt owing to the Club by the member or former member.
4. Further the Club shall at all times have a lien over members' or former members' boats and/or gear parked at the Club's premises or moored to Club moorings in respect of all monies due to the Club, whether in respect of arrears of mooring fees or subscriptions or otherwise.

**Provided always** that proper evidence is made available to show that all reasonable steps have been taken to trace a member or former member and, that when and if the vessel and/or gear is sold, the proceeds of the sale (less any indebtedness by the member or ex-member to the Club) shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member or otherwise) for a period of six years.

## **SECTION 6 – Purchase and Supply of Excisable Goods**

- 6.1 Wholesale Purchase.** The wholesale purchase for the Club of excisable goods and their supply to the Club's premises shall be exclusively under the control of the Committee or a sub-committee which includes the Chairman of the Committee, the Clubhouse Officer and the Bar Manager. All excisable goods shall be kept in an appropriate secure store on the Club's premises as advised by local police.
- 6.2 Age Limits.** Intoxicating liquor may only be sold for consumption on the Club premises to persons over the age of 18 who are entitled to the use of the Club in pursuance of the Rules, Bye-laws and Regulations for the time being in force. No person under the age of 18 may purchase or attempt to purchase, or bring on to or consume, intoxicating liquor within the Club premises, subject to compliance with the law relating to persons under this age. Children under 14 shall not be allowed to be in the those parts of the Clubhouse exclusively or mainly used for the sale and consumption of intoxicating liquor, except when those parts of the Clubhouse are set aside for the service of table meals and not used for the sale of intoxicating liquor other than to persons having table meals.
- 6.3 Opening Times.** Subject to the requirements of the licensing authorities, the Committee shall cause the Club bar to be opened at convenient times (and such times shall be prominently exhibited in the Club premises) for the sale of excisable goods (except to underage persons as aforesaid) provided that visitors' names and addresses and the name of their introducer (who shall be a Full or adult Family Member) shall have been entered in the Visitors' Book upon entry to Club premises.
- 6.4 Payments & Profits.** No person shall take a commission, percentage or other such payment in connection with the purchase of excisable goods for the Club. Any profit deriving from the sale such goods shall (after deduction of the costs of providing such goods for the benefit of the Club) be applied to the provision of additional amenities or the purchase of property to be held in trust for the benefit of the Club. Cash proceeds shall not remain on Club premises overnight.
- 6.5 Accounts.** Proper accounts of all purchases, receipts, stock and sales shall be kept by the Bar Manager and acting Bartender and presented to the Treasurer and the duly appointed auditor and for inclusion in the annual accounts. Such information as may be required by the Secretary, the Treasurer and the independent examiner for the compilation of any statutory returns in connection with the payment of excise or other duty or tax be made shall also be furnished.

## MOORING BYE LAWS (updated Nov. 2016)

1. Introduction: The fundus of the river Tamar at Cargreen is owned by the Duchy of Cornwall and leased to the Cargreen Yacht Club. The Queen's Harbour Master (QHM) is responsible for the management of the river, and issues licences to yacht clubs and other organisations to lay moorings in defined areas. Cargreen Yacht Club (CYC or The Club) is licensed by QHM to lay moorings at Cargreen. Under the terms of the Duchy lease the Club allocates moorings on licence to members. The mooring tackle (consisting of sinker, ground chain, riser and hippo buoy) is usually owned by Club members. Some moorings are available for rent to members. No member has any rights to a particular position on the fundus though in general the Club will allocate the same mooring position to members year on year. The annual fee for a licence and the rental rates are determined from time to time at the AGM. Members shall apply annually to the Moorings Officer to renew their mooring allocation using the form provided (usually on-line).
2. Laying of Moorings: Moorings at Cargreen will be laid by the CYC Bargemaster. No other individual, club or contractor may lay or move moorings at Cargreen without permission from the Mooring Officer.
3. Servicing of Moorings: All moorings at Cargreen will be serviced annually by the Bargemaster and his servicing team, usually in November. Owners of larger yachts and multihulls still on the moorings will usually be requested to move their vessels to another mooring during servicing. If owners cannot be contacted, or for any reason do not move their boats, the mooring team may move them or defer servicing the mooring until a later date. In either case a charge may be levied to reflect the additional costs incurred. Smaller yachts will be taken alongside the mooring barge without reference to the owner. Any strops found on unoccupied moorings during servicing will be removed because of the risk of fouling the mooring barge propeller. A charge for strop removal may be raised if bargework is delayed.
4. Allocation of Moorings: The order in which applicants are offered mooring positions will be decided by the Mooring Officer, taking account the type and size of vessel, the date of application and the applicant's geographical preferences. Moorings are for the sole use of the mooring holder, or holders in the case of joint ownership of a yacht. Where yachts are jointly owned the Mooring Officer may require supporting documents such as insurance, SSR certificates or a bill of sale. Moorings may not be transferred, reassigned, sublet or sold, nor may members make any private arrangements to allow their moorings to be used by a third party. Mooring tackle may only be purchased from the Moorings Officer, who will provide a valuation.
5. Mooring Holders Obligations: : Boat owners are responsible for the safety and security of their own vessels and equipment, and must report any perceived defect in the integrity or positioning of their mooring, or proximity to other vessels, to the Mooring Officer as soon as possible. Owners of yachts on CYC moorings should arrange for the boat and strops to be inspected at least every three weeks – this is particularly important for boats overwintering afloat. Mooring holders must obtain the prior consent of the Moorings Officer to any change of vessel to be placed on their moorings. Consultation with the Moorings Officer is advised before changing boats as their mooring might not be suitable for the new boat. Owners must inform the Mooring Officer if they will not be using their moorings for any period over 4 weeks between 1<sup>st</sup> April and 30<sup>th</sup> October.
6. Rental of Moorings: The Club normally has a number of moorings to rent to members on a monthly or annual basis. Tenants of moorings have no right of tenure beyond the agreed rental period but the Moorings Officer will endeavour to give long term tenants the same mooring position year on year. The Moorings Officer will offer tenancies in order of application taking into account the size and type of vessel and applicant's geographical preferences.

7. Vacant Moorings : Mooring holders whose moorings will be left vacant for periods over 4 weeks should inform the Mooring Officer. The Moorings Officer may let these moorings on a temporary basis, the fees arising will be shared equally by the mooring holder and the Club in the first year but if the mooring is not occupied for more than one year any ensuing fees will be retained by the Club. Members who own mooring tackle will remain responsible for the costs of the annual mooring service.
8. Relinquishing a Mooring: All mooring transactions will be carried out by the Moorings Officer. Members who wish to relinquish their mooring shall notify the Moorings Officer who will advise a value for the mooring tackle. The Club will have first option on purchase of the tackle; if the Club does not wish to purchase, the tackle may be sold, at the valuation of the Moorings Officer, only to another Club member. If, at the time of licence renewal, there is no willing purchaser, the Club will, at the request of the member, take back the mooring into its ownership in lieu of the outstanding annual fees and servicing costs. A member owning mooring tackle is allocated, but does not own, the position on the fundus. Owners are strongly advised to inform the Mooring Officer of intended sales prior to 1<sup>st</sup> November so that an accurate valuation can be determined when the mooring is lifted during the annual service.
9. Mooring Strops: The Club is responsible for the integrity of moorings up to and including the swivel. Mooring holders and tenants are entirely responsible for the provision of suitable strops to secure the yacht to the swivel, and for ensuring that their foredeck fittings are of suitable size and strength. Two strops are preferred where feasible and should be as short as practicable. A recommended specification can be found on the Club's website or from the Moorings Officer. All strops need to be protected against chafe and all shackles must be securely moused. Stainless steel shackles should be used wherever possible. The Mooring Officer and Bargemaster will advise if requested. If, in the opinion of the Moorings Officer or Bargemaster, a vessel's mooring strops or fittings are inadequate the owner will be requested to rectify the situation within twenty-one days. If strops are considered in urgent need of replacement the Moorings Officer or Bargemaster may replace or add. The owner will be charged for the new strop(s) and a service charge of up to £50 may be applied. Strops should be removed from vacant moorings. The mooring servicing team will usually remove strops left on moorings when the moorings are serviced. A charge for strop removal may be raised if bargework is delayed.
10. Licence Holders Charges: Mooring charges covering fundus leasing costs, annual inspection and indemnity insurance shall be fixed at the AGM by a simple majority vote of Members present and entitled to vote. The mooring financial year runs from 1<sup>st</sup> March to 28<sup>th</sup>/29<sup>th</sup> February. Payment is due on 31<sup>st</sup> January; late payment will normally attract a £50 surcharge. Any replacement mooring tackle required at annual inspection will be an additional cost which will be raised with the Mooring Renewal invitation or by separate demand as necessary. Payment should be made within one month; late payment will normally attract a 10% penalty. The Moorings Officer will endeavour to give at least 12 months' notice of the need for major replacements but Members must appreciate that this may not be possible in every case.
11. Tenants Mooring Charges: Charges for rented moorings are agreed annually at the AGM. Different rates may be set for annual and monthly rents. Rental charges are inclusive of annual service and replacement costs. Rental charges must be paid before the mooring is occupied.
12. Arrears of Mooring Charges: Any member whose mooring charges are unpaid after 1<sup>st</sup> March is liable to have both the privilege of membership and the allocation of his mooring position suspended. He may not enter the Club's premises, enter any Club event or regatta nor vote at any meeting. Members whose mooring charges are still unpaid after 1<sup>st</sup> May shall cease to be members. They must vacate their moorings immediately and forfeit any mooring position in the Tamar River area leased by the Club. Such ex-members may be eligible for re-

election but may be required to pay an entrance fee and any arrears of mooring or other fees. [see also Constitution 5.7]

13. Liveaboards: Permanent residence on boats on Club moorings is forbidden. Potential members who wish to live on-board permanently will not be allocated a mooring. Existing members and visitors who wish to live on board their boats may do so for periods not exceeding four weeks but may exceptionally be granted extensions of that period with the approval of the Committee.
14. Non-members' use of Moorings: In order to promote the Club's welcoming image, non-members will be permitted to stay on a Club mooring for up to one month. In exceptional circumstances, and at the Moorings Officers discretion, lets of more than one month may be permitted. Rates will be determined by the Moorings Officer. Temporary membership may be extended to visiting yacht crews under Club rule 2
15. Security/Boatwatch. Members applying for moorings acknowledge that the boat watch scheme or any other security measures confer no rights to the mooring holder or tenant and impose no obligation on the Club, the Officers or on the individual members. The mooring holder or tenant recognises that any Boatwatch scheme or other security measures provided by or organised by the Club or individual members are necessarily limited in scope and effectiveness and cannot be relied upon to provide any particular level of cover or protection. The mooring holder or tenant agrees to hold free of liability and to indemnify the Club, the Committee, the Boatwatch Manager, and individual members in respect of any actual or alleged failure or deficiency of any Boatwatch scheme or other security measures provided by or organised by the Club or individual members regardless of whether the alleged failure or deficiency was the result of negligence or any other cause.
16. Insurance: Third Party Insurance. Owners of yachts, tenders and dinghies secured in the Club's mooring area, foreshore, "toast racks" and dinghy parking areas shall ensure such craft are covered by third party insurance of at least two million pounds (£2M). Such insurance shall include removal of the wreck if their vessel is wrecked while occupying a Club mooring. Cargreen Yacht Club will not be responsible for any loss, damage, death or personal injury however caused to any person, vessel or equipment as a result of their vessel being moored at Cargreen.
17. Movement of Moorings: The Club reserves the right to move any vessel or mooring tackle, at its discretion, in the interests of safety or in the interest of the efficient management of the moorings. Mooring owners whose vessels are moved for safety or efficiency will be offered a suitable alternative.
18. Disputes: Any dispute arising from the holding of a Club mooring shall be dealt with in accordance with the Disputes Resolution Procedure laid down in Section 3 of the Club Rules.

## **Clubhouse & Site Bye-Laws**

1. **Car Parking.** Parking is permitted only in the marked spaces. Parking in the marked spaces is a privilege and is not a right. The privilege to park may be withdrawn by resolution of the Committee. Cars shall only be parked in designated areas on the Club Site and so as not to cause an obstruction to other cars or to the approaches to the Clubhouse. If vehicles are to be left overnight details should be entered in the car parking register in the Clubhouse (*in the entrance hall*). Due to scarcity of parking space the cars of non-members may not be left on site overnight.
2. **Parking of Dinghies & Tenders.**
  - a. **Parking of Dinghies on Club Site.** Application to park dinghies on the Club Site shall be made to the Sailing Officer, or the nominated person, on the forms provided. Summer and winter charges approved at the AGM shall be levied. Dinghies shall be kept on launching trolleys capable of being easily moved by one person to permit mowing of grass. Trolleys shall be clearly and indelibly marked with the owner's name; an unidentified trolley and its dinghy shall be liable for removal from the Club site. The grass parking area is marked out with an access route; this route shall be kept clear to allow boats at the rear to be extricated easily. Detailed conditions and procedures for parking will be issued on acceptance of applications. Parking of dinghies by non-members requires the specific permission of the Committee or the Sailing Officer.
  - b. **Parking of Tenders on the Foreshore and in the "Toast-racks".** Application to park tenders on the foreshore or in the "toast-racks" shall be made to the Moorings Officer, or the nominated person, on the forms provided. Charges as approved at the AGM shall be levied. Tenders and trolleys shall be clearly and indelibly identified; unidentified tenders and trolleys shall be liable for removal from the vicinity of the Club site.
3. **Boat road trailers** (including combination trailers) shall not be stored on the Club site or on the beach. Road trailers must be taken away immediately after delivery of the boat to the Club site. Every trolley must be marked with the owner's name or identifying sticker.
4. **Dogs** may only be brought onto the Club site and into the Clubhouse (on the ground floor only) whilst kept on short leads and under close control. However dogs, except guide dogs, are not allowed in the Clubhouse at all whilst meals are being prepared or served. Dogs are not permitted on the first floor. They are a safety hazard (*The Club might be liable if a member were to trip over them and fall down the stairs*).
5. **Clubhouse Access.** Access to the Clubhouse is by electronically operated security lock. Members may apply for a personal electronic key; a small (refundable) charge shall be made to cover electronic key costs. The loss of an electronic key shall be reported immediately to a Club Officer for cancellation of that key. A further charge shall be made for lost keys.
6. **Causeway.** The Committee shall as far as is practicable maintain an adequate causeway across the mud flats adjacent to the Club Site out to the low water springs mark, suitable for launching dinghies at all states of the tide. Members shall appreciate that soft and dangerous mud exists either side of the causeway and great care must be exercised not to stray off the line of the causeway.
7. **Vehicles on the Causeway.** Because it is more dangerous than may be obvious motor vehicles may not be taken onto the Causeway beyond the initial slope without the prior consent of and supervision of the Causeway manager or designated Officer.
8. **Visitors.**
  - a. **Use of Club by Members of Other RYA Clubs.** A member of any club affiliated to the RYA may be authorised by a member of the Committee to use the Club's premises for up to 14 days continuously. Such authorisation shall be in writing and specify the dates the

said person may use the premises.

- b. Participants in Club Races/Cruises.** Any person who participates in any race, cruise or regatta sponsored by or on behalf of the Club is entitled to use the Club premises within a period 24 hours before and after the event in which they are participating.
- c. Visitors' Book.** Members shall enter the names of all their respective guests in the Visitors' Book on entering the Clubhouse. Their guests shall enter their respective names address and signatures. Apart from pre-arranged visits by other sailing clubs and associations not more than seven guests per member may be introduced in any one day and the same guest may not be introduced more than six times in any calendar year.
- 9. Notice Boards.** A Member shall not cause any communication in whatever form to be exhibited on Club notice boards without permission of a Club Officer.
- 10. Settlement of Accounts.** A member shall settle any indebtedness for refreshments or otherwise before leaving Club premises.
- 11. Suggestions Book.** Members are invited to record suggestions in the book provided in the Clubhouse.
- 12. Young People.** Young people under the age of 18 (including cadet members) shall only be admitted to the Club's premises when accompanied by a parent or guardian, or supervised by an authorised adult Member, unless a signed parental indemnity has been received and accepted by the Committee or a Flag Officer.
- 13. Smoking** is allowed on the Club Site but not in the Clubhouse. Cigarette ends and other arisings are to be properly disposed with regard to the fire risks of the wood construction of the Clubhouse.
- 14. Footwear in Clubhouse.** Dirty or wet footwear shall not be worn inside the Clubhouse.
- 15. Cleanliness.** Members are expected to clean up any mess they may make and to leave the galley, the toilets, showers etc in clean condition.
- 16. Outboard Store.** Members' fuel may not be left in the store except on small motors with integral fuel tanks. There is a legal limit on the amount of fuel which may be kept in the outboard store. (*The Club needs that amount for Club purposes.*) All motors and oars must be identified with an identifying mark supplied by the Club, by arrangement with the nominated Club Officer. Motors and oars left in the store without identification or authorisation may be removed. Motors must only be stored on the racks provided. Only a limited number of outboards larger than 20 kg will be permitted.
- 17. Gates.** Members are asked to keep the gates shut in order to discourage dogs and other undesirable visitors.

## ***Boatwatch Bye-Laws***

- 1. Legal Basis.** The provision of any Boatwatch or other security scheme is entirely at the discretion of the Committee and shall be on such terms and conditions as the Committee may from time to time decide. The purpose of such scheme shall be to assist the Police (both the Ministry of Defence and civil police) to deter crime on and about Club property and moorings. However as the purpose is to deter (but not to detect or prevent crime) neither the Club nor the Committee nor any of its members nor any member performing Boatwatch duty, shall be liable for any loss or damage which may be suffered by any yacht or boat owner. The mooring holder recognises that any Boatwatch or other security measures provided or organised by the Club are necessarily limited in scope and effectiveness and cannot be relied upon to provide a particular level of cover or protection from theft and vandalism.
- 2. Appointment of Boatwatch Manager.** The Committee will appoint a Boatwatch manager to manage a Boatwatch Scheme on such terms and conditions as it may decide. The Boatwatch Manager will establish by the end February each year the names of those of the mooring holders who wish to perform Boatwatch duty and then prepare duty watch bill for the season.
- 3. Boatwatch Season.** Boatwatch duty will start at a date in April and end on a date in October to be decided by the Committee each year having regard to the number of moorings and the amount of money available.
- 4. Voluntary Basis of the Scheme.** The mooring licence fee and the mooring rental fee will include an element to support the Boatwatch scheme. The Club may offer a discretionary discount against fees due from members in the year following the duty undertaken. The decision to offer and the value of any discount will be determined by the Committee from time to time. Mooring holders are expected to volunteer for at least one duty and encouraged to serve two duties but no member shall serve more than six duties.
- 5. Extent of Cover.** The Boatwatch Manager will aim to cover more than 90% of the nights in the season but notwithstanding that the Club cannot, because it depends upon the goodwill of members, undertake to cover any particular number of nights.
- 6. Boatwatch Guidelines.** The Boatwatch Manager shall, following discussions with mooring holders, each year prepare guidelines for the conduct of Boatwatch duties in the forthcoming season. Such guidelines must then be approved and adopted by the Committee before they have effect. Those members who perform Boatwatch duties shall be expected and required to perform their respective duties diligently in accordance with these guidelines.

### ***Bye-Laws on the Use of Club Boats***

1. The following Club-owned boats are available for the general use of only fully paid-up members (including Cadets and Student Members):
  - Club Pico dinghies (6)
  - RS Vision dinghies (2)
  - Topper dinghy (1)
2. The two RS Feva dinghies are for the exclusive use of Cadet members participating in or representing the Club in organized training activities, races or regattas. The use of the Fevas will be overseen by the Cadet Officer.
3. Club safety boats are not available to members for private use or trips.
4. A member wishing to use a Club boat for Club organized or authorized events such as races must book a boat in advance through the Sailing Officer or a nominated person (currently Colin Plumb) and sail under the Club's burgee.
5. There will be no charge for the use of a Club boat taking part in a Club organized or authorized event or activity. Club boats are not available for hire or for private and unsupervised purposes.
6. Before a member may take a Club boat on the water, they must be able to demonstrate that they know how to rig it properly.
7. All members sailing Club boats must wear appropriate buoyancy aids at all times.
8. In the event of damage to or loss of Club boats or equipment or injury to the crew or third parties, the member will be required to submit a written report to the Sailing Officer describing the incident. This might be needed for insurance purposes.
9. In certain circumstances, such as open days or sailing taster sessions, non-members may be allowed to sail Club boats, but only if the user signs on as a temporary member (on such terms as the committee may decide) and is subject to supervision during the event. The committee will designate in advance the events when temporary memberships are to be allowed.
10. Non-members are not permitted to sail or crew Club boats at any time. (Only Club members are covered by the Club's insurance policy).

#### **Definitions:**

**Club Boats:** All Club owned dinghies, safety boats, work boats and the mooring barge.

**Club Events and Activities:** All events and activities organized by the Club and listed in the annual Green Card or announced to members via email, notice-board or Newsletter.

**Authorized Events:** Local, regional or national events that the committee or the Sailing Officer (or other nominated person) has approved for the use of Club boats.