

## Difference between revisions of "Club Byelaws"

Revision as of 13:15, 27 February 2021 (view source)

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(Tag: 2017 source edit)

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Line 1:

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===Previous Versions===

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Revision as of 13:34, 27 February 2021

## Club Byelaws



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(This is a draft - forming and sign off not complete)

Refer to Appendix for amendments to Bye-Laws 2010, 2012,2014,2017

**'Members are reminded that they are expected to behave with courtesy and respect to their fellow members at all times'**

Note: the following are definitions of terms as used in these Byelaws 'Council' or 'General Committee' - refers to the Council of Management elected by the members. 'Officers' - refers to the Flag Officers, Hon Secretary, Hon Treasurer, Harbour Master and Yard Master.

## Duties of Members

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1. It shall be the duty of every Officer, Council Member or member to take every available means to prevent any infringement in respect of any breach of any Club Byelaw coming to their notice and to report the same to the Council via the Secretary.
2. Any member disposing of their craft must notify the Secretary of the date of completion of the sale and provide details of the craft within 14 days of such sale. It is the duty of the member to remove his GYC identity number or mark from the craft in the event of it being sold to a non-member. Members should advise the Secretary of new boats acquired and of any change of address so that the records can be updated.
3. Persons who are candidates for membership shall have no special privileges in relation to the use of the Club's premises or facilities.
4. It is required that children be supervised and kept under proper control at all times by at least one adult while on the premises. Under no circumstances are children to be left unsupervised anywhere within the boundaries of the Club.
5. No cycling, skateboarding, roller-skating, motorcycling or like activities/games are allowed on Club premises or property.

## Work Parties

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6. Each full member shall work for two full days each year in connection with the conduct, repair, maintenance or improvement of the premises, facilities or amenities of the Club or such other duties in relation thereto as maybe notified to the member by the Council. Should any member not work they shall be fined and pay to the Club such amount as shall be decided upon by the Members of the Club at the Annual General Meeting each year and may if they fail to pay the same be suspended or expelled from the membership of the Club.

## Visitors

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7. A member of any Club recognised by the Royal Yachting Association (a list whereof is contained in the year book of the said association) or any other appropriate yachting association may be authorised to use the premises and facilities of the Club by any Officer of the Club. Such authorisation shall specify between which dates, not being more than 14 days apart, the said person may so use the same.

8. Any person who is a competitor in any race or event sponsored or organised by or on behalf of the Club (or in a race or event starting from the Club) and any person who is a member of the crew of any such competitor or who is assisting in the race/event organisation is entitled to use the Club premises within a period of 24 hours before and after the race/event in which they are competing or assisting.

9. (a) Subject to sub-clause 9(c) below any member may introduce as his or her guest any person provided that the member so introducing enters the name and address of the said guest in a book kept for such purpose and at no time leaves the Club premises whilst the said guest is thereon. The member will be held responsible for the conduct of the said guest and be answerable to the Council for any misdemeanors or damage the said guest may commit or cause and for his or her general behaviour whilst on Club property.

(b) No person may be a guest of the Club more than six times in any one Calendar year except as otherwise stated in the Byelaws.

(c) The following persons shall not be admitted as visitors and/or guests.

(i) Former members who have ceased to be members under Article 15 of the Articles of Association.

(ii) Former members who have been expelled.

(iii) Persons who having been candidates for membership have been refused membership.

10. Any member may request temporary membership for his or her guests for a period of seven or fifteen days providing that:

(a) An application in this regard is made to the Council at least two weeks beforehand.

(b) The prescribed fee is paid to the Club at the same time.

(c) The member enters the guests name and address in a book kept for such purpose.

(d) The member does not leave the guest on the Club premises unaccompanied.

(e) The guest does not come within the category of persons specified in Byelaw 3(c) above.

(f) The member will be held responsible for the conduct of his or her guest and shall be answerable to the Council in respect thereof.

## Safety Precautions

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11. Every member must comply in all respects with the rules of safety forming part of these and any other Byelaws made by the Club. Safety information regarding the use of small craft is displayed on the wall of the Harbour Master's office. The Harbour Master or a member of the committee may refuse launching facilities to any member of the Club or public who is attempting to launch a craft without safety equipment necessary for safe navigation of the River Thames at Greenwich. The owner of any boat being launched at Greenwich Yacht Club shall on demand, produce a copy of third party liability insurance

12. Powerboats shall pay due consideration to the users of slower craft and not create any nuisance to other club members by way of excessive wash, speed or noise within the vicinity of the clubhouse or the club moorings.

## Limitation of Club Liability

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13. Members and their guests are bound by the following rule, a copy of which shall be exhibited in a prominent place within the Club premises. Members of the Club, their guests or visitors may use the Club premises, and any other facilities of the Club at their own risk. Excepting risks as to personal injury or the death of any person caused by the negligence of the Club and to the extent permitted by statute, the Club will not accept any liability for any damage to or the loss of any boat, chattel or other property belonging to members of the Club their guests or visitors, provided that the foregoing shall not apply to any liability arising from any incident for which the Club is liable and in respect of which the Club is insured at the time of the incident giving rise to the said liability.

## Complaints

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14 (a) Complaints of any nature relating to the management or use of the Club's premises shall be addressed in writing to the Secretary.

(b) Under no circumstances shall a member personally reprimand an employee of the Club.

## Supply of Intoxicating Liquor

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15. (a) The purchase for the Club and the supply by the Club of intoxicating liquor shall be exclusively controlled by the Club in General Meeting and/or by the Council through such Officers as they may appoint.

(b) The Club's bar shall be open at times agreed and published by the bar committee as appointed by the Council. The fixed hours shall not on any day be longer nor begin earlier or end later than the general licensing hours for the time being in force for the district in which the Club is situated.

16. Intoxicating liquor may be sold for consumption on the premises only to those persons over the age of eighteen who are entitled to the use of the premises of the Club.

17. No person under the age of fourteen shall be allowed into the Club Bar during opening hours unless accompanied by an adult, who shall ensure proper supervision and control.

18. Wives and Husbands of members will be allowed to use the amenities of the Club only if signed in as the member's guest as required under Byelaw 9(a).

19. An Officer of the Club who has received the authority of two members of the Council may expel temporarily or permanently any member or other person who otherwise has the right to use the Club pursuant to Byelaws 7, 8, 9 and 10.

20. No dogs shall be allowed in the Club compound unless on a lead and under no circumstances are dogs allowed in the Clubhouse except guide dogs.

## Motor Vehicles

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21. (a) There is no automatic right to park a vehicle in the yard and access may be restricted due to boat movements, special events, or over congestion. No motor vehicle shall be left on Club property other than on the area allotted and shall not be parked in a manner wasteful of the limited space available. The owners and users of motor vehicles shall observe every courtesy to other members both in the use of their vehicles within the Club premises and when parking.

- (b) No vehicle may be driven within the Club compound unless by a driver holding a relevant road licence.
- (c) The Club accepts no risk for vehicles parked on the Club premises at any time.

## Security

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- (a) It is the responsibility of the last member leaving the Club's premises to ensure that the main gates are locked. Failure to observe this Byelaw will be considered a breach of the Rules rendering the member liable to expulsion under the Articles of Association of the Club.
- (b) No craft shall be removed from the compound at any time without the prior consent of the Yardmaster or an Officer of the Club.
- (c) No boats/vehicles shall be parked in the compound at any time without the permission of the Yardmaster or an Officer of the Club. Any craft found in the compound and having been left there without permission will be charged at the commercial rate in force at the time and may be removed to another location/disposed of at the Club's discretion within the terms of the Articles of Association of the Club.
- (d) Every fully paid up member has the right to challenge anyone as to the purpose of their business, on any part of the premises, moorings or craft belonging to the Club or of that belonging to a fellow member.
- (e) Every member should exercise due diligence, with regard to the protection of their own property.

## Club Property

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23. (a) No member shall, under any pretext whatsoever, remove from the Club premises any article or object which is the property of the Club or for which the Club is responsible without the prior permission of two Officers and a note of confirmation signed by the Officers being given to the Secretary.
- (b) Any member destroying or damaging any article, object or other property belonging to the Club for which the Club is responsible for shall pay the cost of repairing and/or replacing the same.

## Driving of Club Vehicles & Boats

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24. (a) No Club member or visitor may drive a Club vehicle without the consent of the Yard Master or a member of the General Committee.
- (b) No unauthorised persons shall drive any of the Club's boats. In the case of all the boats, the coxswain shall hold the recognised R.Y.A. or equivalent certificate for that craft or be endorsed by the Harbour Master or other responsible member of the Council of Management to drive a club boat.
- (c) None of the Club's boats are to be used for joy riding.
- (d) The Council reserves the right to revoke any permission granted by it at any time.

## Payment of Club Fees

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25. (a) Unless otherwise stated on invoices, all fees and charges due to the Club must be paid within thirty days and in the case of new members in advance.
- (b) Members who do not pay their fees or charges within three months of the invoice date other than by arrangement with the treasurer shall automatically forfeit their membership.

(c) The Council will from time to time prescribe the fees to be paid by members for keeping their craft in the boat yard or on the moorings. The fees shall be per metre per annum in the yard and sheds.

## Boats, Trailers, Vehicles, Plant and Equipment

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26. If at any time any mooring fee, subscription or other money payable to the Club by a member or former member shall be three months or more in arrear and any boat, trailer, or other vehicle, plant or equipment of the latter shall be located on the Club's premises:

(a) The Club shall be entitled to move the boat, trailer or other vehicle, plant or equipment in question to any other part of its premises. To the extent permitted by statute the Club shall be under no liability for any loss of or damage to the said items however caused;

(b) The Club shall have lien on the same and shall be entitled upon giving one months' notice in writing sent by recorded delivery post to the member or former member at his last address shown in the register of members to sell the boat, equipment, etc., and to deduct any expenses of sale and any monies due to the Club (whether by way of arrear of subscription or mooring fees or otherwise) from the proceeds of the sale before accounting for the balance, if any, to the member or former member;

(c) Alternatively any boat, trailer, vehicle, plant or equipment which in the opinion of the Council cannot be sold may upon such notice as aforesaid be broken up and disposed of and the expenses thereof shall be recoverable from the member or former member;

(d) Further the Club shall have a lien over any property of Club members and former Club members located on the Club's premises in respect of all monies due to the Club from the latter whether in respect of arrears of fees, subscriptions, fines or otherwise;

(e) Off station boats shall pay a higher yardage fee than on- station boats when in the yard.

## Yard Rules

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27. (a) Use of the GYC Yard and facilities is on condition of acceptance of these rules and the responsibility rests with the boat owner/member to actively abide by them.

(b) The GYC yard is for boat repair, maintenance and construction and must not be used as a place for storage for abandoned craft, trailers or equipment.

(c) Minimum £1 million third Party Insurance is mandatory for all boats. A copy of your insurance documents must be provided before lifts in or out of the yard or any movement with the Yard are carried out.

(d) No boat may stay in the yard without the express consent of the Yard Master.

(f) To have your boat lifted in or out, you must apply to the Yard Master who will put your name and boat on a list in the tearoom or website. 28 Trailers and Boat Frames:

(a) No unused trailers/boat frames will be allowed in the yard apart from those which the Club wish to use for their own purposes.

(b) Trailers belonging to off station boats may not be kept in the yard.

- (c) A selection of useable trailers will be commandeered by the club for the storage of boats in the yard. These trailers will still be charged to the owner. The owners of these trailers must have the status of their trailers agreed in writing together with the conditions of their use by Greenwich Yacht Club. If trailer/boat frame owners do not agree with this arrangement then they should remove these items from the yard.
- (d) If any member's boat is in the yard on a trailer which belongs to another member then the member who is having his/her boat brought into the yard will have to wait until his/her own trailer is available. Alternatively, he/she may have to sit on another trailer in the yard until it is convenient to move that boat onto his/her own trailer.
- (e) All trailers left in the Yard and not required by the club must be removed from the Yard. Unserviceable and unnamed trailers may be disposed of without notice.
- (f) All craft and trailers owned by members and brought onto the Club premises shall have readily accessible means of identification including their registration number in letters not less than 3" high. Craft without such identification will not be allowed into the compound.
- (g) To the extent permitted by statute, the Club shall not be responsible for any damage to or loss of any craft, engines, fittings, trailers, trolleys, equipment or any article left on the Club premises, provided that this clause shall not apply to any liability arising from any incident for which the Club is liable for and for which the Club is insured at the time of the incident giving rise to the said liability.
- (h) Each member shall be responsible to the Council for the tidiness of the area around their boats at all times. All used paint cans, scrap material, wood shavings, old engine oil and paint scrapings, etc. must be cleared and disposed of.
- (i) It is the owner's responsibility to make sure that the said craft is safely chocked and supported.
- (j) The vehicle entrance and pedestrian entrance to the Club Compound must at all times be kept clear. Dinghy launching trolleys must be returned to the place allocated for them after the launching of the member's dinghy or tender. Motor vehicles must not block access to the slipway at any time
- (k) Craft over 10 tons or 12 metres shall be accommodated in the yard only by approval of the Council.

## The Limiting of Trailered Boats of a Particular Category

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29. All boats in categories (a) to (c) below may only continue to be stored in the yard provided they are used regularly enough to satisfy the Yard Master and his committee. If, in the opinion of the General Committee, trailered boats in the yard are not being sufficiently used then the owners will be asked to remove them and must do so within three months at their own expense.

- (a) Trailered Day Sailors and Cabin Cruisers: The number of trailered day sailors and cabin cruisers shall be limited to 10 in total.
- (b) Power/Speed Boats: This category refers to trailered power boats and not cabin cruisers. A maximum of 10 power/speed boats will be allowed in the yard at any one time. There is a designated area for these boats near the slipway.
- (c) Sailing Dinghies: All Sailing Dinghies must be confined to the space allocated to them next to the Harbour Master's office. This area is solely for the use of these boats on their own trailers and they should not overflow from this allocated space.



(d) Off Station boats: Are not allowed in the yard under the rule that all boats must have a mooring. Individual cases may be reviewed and application made to the GYC committee, if space is available, but members with moored boats will always have first rights.

## Tenders

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30. (a) Only those members with an on-station boat may have a tender in the yard. All tenders must be stored in the area provided for them and not in other locations in the yard. Tenders should all be clearly named so that their owners can be identified. Tenders must be stored appropriately and not obstruct the corridors between the tender racks.

(b) No member may have more than one boat - plus one tender - in the yard. Family members count as one member

## Moorings for Boats in the Yard

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31. It is mandatory for all on station boats coming into the yard to have a club mooring. Exceptions apply only in the following circumstances: - Those which are unsuitable for long term mooring, such as trailered boats including Commented [js1]: dinghies and speed boats. - Those which are classified as 'on-going projects' with a launching date as defined below

## Boats Not Used

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32. The 18 Month Rule This rule applies to all categories of boats.

(a) The Yard Fees will be at an escalating rate set by the committee.

(b) Continuing to have your boat in the yard beyond 18 months is at the discretion of the Yard Committee acting in conjunction with the General Committee. The owner of a boat that has been in the yard for 18 months may apply to the General Committee for an extension. Without an extension, the owner must remove the vessel. If they fail to do so, it will be removed without further discussion and, if necessary, the Club will recover the costs of removal and disposal through the appropriate legal channels.

(c) A member wishing to embark on a long term boat building project must apply to the General Committee in advance of a project being started for permission giving details of such a project and a proposed launch date. (d) No member may erect a tent or structure around their boat which significantly increases the area occupied without the express permission of the Yard Committee.

(e) A general exception to any fee increase may be made on a discretionary basis for boats in the yard that, in the General Committee's opinion, as advised by the Harbour Master and Yard Master are ready for launching but await allocation of a mooring.

(f) Full yard fees must always be paid while the General Committee is considering any application or representation with regard to a boat in the yard.

## Identification of equipment

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33. All items in the yard and sheds must be named clearly. Any items not named will be cleared from the yard. This includes tenders, trailers, engines, tools, equipment and any other property.

## Lockers

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34. (a) Only those members with an on-station boat may hold a locker space.
- (b) All locker charges will be billed directly to all individuals occupying them.
- (c) Locker spaces are not transferable and are allocated solely by the Yard Master.

## Dinghies

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35. All dinghies, tenders, kayaks or other small crafts stored on the dinghy racks must have the name of the parent craft or the name of the owner: Painted on: both sides of the bow, the stern, and the underside.

## The Sheds

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36. (a) No member may place in any shed or covered area on the premises any craft, machinery, plant or equipment without the permission of the Yardmaster or an Officer of the Club.
- (b) Space will be charged in sheds as per the published rates in force at the time.
- (c) Members must keep and leave their work areas in a tidy condition and must not erect any structure which may cause a hazard to other members.
- (d) Members issued with a key to work in a shed must ensure that the shed is locked if they are last out or are leaving it unattended at any time.

## The Woodworking Shop

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37. (a) Members may only use equipment in the woodworking shop with the permission of the Yard Master or an Officer of the Club.
- (b) Any member wishing to use the woodworking equipment (mechanical saws, lathes etc.) may be asked for proof that they have the adequate work skills or qualifications to use such equipment.
- (c) Any member using any Club machine will be responsible for any damage.
- (d) The woodworking shop must be left in a safe, clean and tidy condition. Any member found not to have done so may be fined and/or prohibited from its future use

## The Sail Loft

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38. (a) Members may use the Sail Loft for the purpose of making or mending sails or covers or any other equipment relevant to boating with the permission of the Yardmaster or a qualified Officer of the Club.
- (b) Sewing machine usage shall be by people familiar with the usage of such machines and all usage shall be logged and any damage reported to the person appointed in charge of the sail loft by the Council.

## Mooring Rules and Byelaws & Responsibilities

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39. (a) Responsibility for the maintenance of the club's moorings is delegated by the Committee to the Harbour Master.

- (b) The Harbour Master shall form a sub-committee which shall consist of the Harbour Master (Chairman), his assistants and up to 6 members of the Club (who shall not necessarily be boat owners). At any meeting of the Harbour Master's Committee the Chairman of the said Committee shall cause a record to be kept of all matters discussed and any decisions of proposals to be taken to the Club Committee.
- (c) The Harbour Master shall annually determine which of the moorings laid by the Club are drying moorings and which are deep water moorings for the purpose of determining mooring charges.
- (d) The Club shall be responsible for the condition of the moorings laid by the Club but cannot be and is not responsible for the condition of the riverbed. It is the responsibility of all boats choosing to take up drying moorings to satisfy themselves as to the suitability of the riverbed in their allocated mooring.
- (e) Club moorings, which are the property of the Club, constitute either: i). a pair of buoys secured to the riverbed, with mooring rings on each buoy and tied together with bridle ropes Or ii) a pontoon fitted with mooring cleats secured between the two buoys to which yachts may moor alongside.
- (f) Members are responsible for providing and maintaining their own mooring lines, fenders and shackles and etc., to secure their boat to the mooring rings or pontoons and shall not rely on the club's bridle ropes for mooring.
- (g) Under no circumstances must the bridle rope be cut or left untied at any time. Any boat owner doing so shall be responsible for any damage caused by the resultant movement of the Club's buoys to either their own boat or any other boat on adjoining moorings. Any boat owner doing so may also be liable to withdrawal of their mooring allocation or expulsion from the Club.
- (h) When a mooring has been allocated to a member, it is their responsibility to ensure that they provide and fix adequate mooring lines in accordance with the guidelines published by the Club and that they know how to handle their boat in the confined mooring area bearing in mind the strong currents on the river. In the event of doubt members should seek advice from the Harbour Master, Cruiser Captain or others.
- (i) All craft must proceed with caution and with due regard for the safety of other craft and persons when in the vicinity of other moored craft on the Club's moorings.
- (j) The Harbour Master shall try to ensure that all boats are satisfactorily moored. If in the opinion of that Harbour Master or his assistants a boat is at risk on its mooring, and if time permits, the Harbour Master shall contact the owner. However, in urgent cases, or if a boat is posing a risk to other boats, the Harbour Master is authorised to immediately remove the boat or other boats from their moorings or to another part of Club premises. The owner or any person responsible for any boat so moved shall be notified by the Harbour Master within seven days of removal.
- (k) All craft on Club moorings must be insured in respect of third party and public liability and satisfactory proof of such insurance shall be produced to the Harbour Master prior to the allocation of a Club mooring.
- (l) In the event of any damage occurring to a boat while on the Club's moorings, a GYC Damage Report should be completed as soon as possible and given to the Harbour Master. Damage Report forms are kept in the Harbour Master's office.

## Harbourmaster's Powers

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40. Allocation of moorings: People wishing to bring a boat to the club will need to have been active members for at least three months before applying for a mooring or yard space.

- (a) The Harbour Master has authority delegated to him by the General Committee to direct members as to the use of the Club's moorings.
- (b) In his absence similar authority shall be vested in the assistant Harbour Masters and or such other person or persons designated by the Harbour Master's Committee whose authority to deputise shall be assumed for the purposes of the below sub-clauses of this Byelaw.
- (c) No member shall use any mooring without the permission of the Harbour Master.
- (d) Requests for moorings shall be made on the form approved by the Council and submitted to the Harbour Master. The Harbour Master's Committee shall consider such requests. Membership of the Club shall be no guarantee of a Club mooring.
- (e) When a mooring has been allocated to a member, they shall complete a GYC Mooring Agreement form which must be signed by both the owner and the Harbour Master.
- (f) The Harbour Master may utilise any mooring in the best interests of the Club when the member to whom it is allocated does not occupy such mooring.
- (g) Any member selling a craft occupying a Club mooring must inform the Harbour Master of such sale within seven days thereof and ensure that the craft is removed from the mooring within 21 days of the completion date of the said sale.
- (h) Members selling craft must not under any circumstances lead purchasers of the said craft to believe that a mooring will be available on the completion of the said sale.
- (i) Sub-Letting of moorings either to other members or to non-members is strictly prohibited.
- (j) All members whose craft have been allocated a mooring for occupation or use must pay for the mooring at the rates prescribed from year to year by the Council. The member shall pay the requisite mooring fees in advance. The rates of mooring fees payable shall be prominently displayed in the Club. Mooring fees are not refundable.
- (k) Any visitors allowed to use the Club's moorings, pontoon or the river wall by the Harbour Master shall be charged in advance at such a rate as shall be determined from time to time by the Council. Charges for one-night moorings or sister clubs on short visits will be at the discretion of the Harbour Master.
- (l) Any member who has been allocated a mooring shall not use any other Club mooring without the permission of the Harbour Master.

## The River Wall

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- 41. (a) Mooring crafts on the River Wall is by permission of the Harbour Master.
- (b) Any craft moored on the River Wall for a period of more than 90 days must be approved by the Council.
- (c) Any crafts moored on the River Wall may be moved at any time at the discretion of the Harbour Master.
- (d) Any craft failing to comply with the Harbour Master's instructions at any time may be charged at the commercial rate per metre in force at the time or moved to a commercial mooring.
- (e) Fishing is not permitted from the sea wall.

## The Pontoon

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42. (a) No craft (including yacht tenders) shall be moored on the pontoon without the permission of the Harbour Master or an Officer of the Club.
- (b) Any craft moored without the permission of the Harbour Master may be removed to another mooring at his discretion.
- (c) Only crew, or those who are assisting in the arrival or departure of a craft or those carrying out maintenance, are permitted on the pontoon at any time.
- (d) Children must wear lifejackets while on the pontoon or bridge. Adults are strongly advised to wear a lifejacket while on the pontoon.
- (e) Fishing is not permitted from the pontoon.

## Previous Versions

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(Record old versions here)