



MERIONETH YACHT CLUB RULES

INTRODUCTION

This document sets out Merioneth Yacht Club (MYC) rules.

The constitution of the Club is detailed in the Club 'Articles of Association', these can be found on the Club website www.merionethyachtclub.co.uk.

The 'Articles of Association' are the formal constitution of MYC. They lay out how the Board of Directors manage the Club, its objectives and proceedings for meetings.

All Club policies are available on the Club Web site, including: Equal Opportunities, Health and Safety, Data Protection, Environmental Management and Welsh Language. To enable transparency within the club committee meeting minutes are posted on the Online Bulletin Board.

The Club adheres to HMRC rules pertinent to its status as a Community Amateur Sports Club (CASC).

The Rules below outline the expected behaviour of all Members and their guests. Any queries regarding the rules can be posted on the web site Forum for the attention of the Board of Directors, or by writing directly to the Board.

MEMBERSHIP

Preamble:

Membership of the Club is open to anyone, unless previously barred from membership, who is interested in water sports and Club community social events and who is supportive of the objectives as set out in the 'Articles of Association'.

MYC is an equal opportunity club, actively encouraging members to practice respect towards others. Any racial, anti-social or abusive behaviour towards any groups will not be tolerated, and members found guilty of this will be asked to leave the club.

Members have a legal and moral responsibility for their own safety and the safety of others when using club facilities or equipment. They should immediately report any unsafe practices or faulty equipment to the directors.



1. The following membership classes exist
 - a. SINGLE MEMBERSHIP – being a person who, on the 1st April, is over eighteen years old - shall have one vote.
 - b. FAMILY MEMBERSHIP - which includes up to two adults and all children within their guardianship under eighteen years of age. Each adult (over 18) in a family membership - shall have one vote each.
 - c. JUNIOR/CADET MEMBERSHIP - being a person who, on the 1st April, is under the age of eighteen - shall have no vote.
 - d. STUDENT MEMBERSHIP being a person who, on 1st April each year, is over the age of eighteen and in full time education - shall have one vote.
 - e. LIFETIME MEMBERSHIP being a person who has been given a lifetime subscription and shall have one vote.
 - f. HONORARY/EX-OFFICIO - who shall have no vote.
 - g. LIFEBOAT CONCESSION - who shall have no vote.
 - h. TEMPORARY MEMBERSHIP (Day Member, Week Member) - who shall have no vote.
2. Membership fees, parking permits and Summer storage fees are due annually on April 1st. Winter storage fees are due on September 1st. [See Section on the Compound, below]
3. New applicants should address their application to the Membership Secretary. New Single and Family Memberships will be notified to the Board of Directors at their monthly meeting and added to the Membership database.
4. Applicants that submit their application after October 1st will be required to pay the annual membership fee but this will include the subscription for the remainder of the membership year and the subsequent year.
5. The procedure for Day/Week membership is as approved by the Board of Directors.
6. Membership forms must be signed to indicate that members agree to the rules of the club, this includes a guaranteed contribution for a maximum sum of £10, in the event that the Company is wound up.
7. Application Forms can be found at the Clubhouse and can be requested from MembersMYC@gmail.com.



8. Members details will be held by the Membership Secretary and will only be used by designated Members for the purpose of communication with regards Club activities and events.
9. If Annual Membership dues are not paid by 1st July of any year then the members will be removed from the Membership list and the Board may confirm that they are no longer deemed to be a member of the Club.
10. Members are responsible for providing any change of details to the Membership Secretary.
11. If members wish to leave the Club during the year, they should inform the membership secretary. There are no refunds for fees paid.
12. All members are expected to understand and comply with the Club rules. Serious infringement of Club rules or codes of conduct will be brought to the attention of the Board of Directors and may result in Membership being terminated.

THE CLUBHOUSE

13. Members must not distribute the door or *wifi* codes to non-members.
14. Dogs may be brought into Club premises, provided that at all times they are kept under control.
15. The Club must not be used for any form of theological or political meetings.
16. Members may use the Clubhouse and facilities provided always that they leave it in the same condition they found it or better. Any damage must be made good.
17. The Kitchen (Galley) may only be used for preparation of food, with the prior agreement of a member of the social committee. Members own foodstuffs cannot be stored in Club refrigerators, without prior agreement. Items in the refrigerators are regularly inspected and 'out of date' or unlabelled items are removed.
18. Members preparing hot or cold drinks in either the Dining Room or Bar area must put payment in the 'honesty' boxes provided.
19. The Club bar is operated to support Club activities. It must only be operated/'manned' by members who have been trained in its operation.
20. *wifi* is available in the Clubhouse. It must not be used to download salacious or inappropriate material.
21. After using the Clubhouse, lights must be turned off, any unnecessary equipment switched off and doors locked (where appropriate).
22. Any belongings left in the Clubhouse, where the member cannot be identified, will be held for a month and then disposed of in an appropriate manner.



23. Guests must be accompanied by a member and should be signed into the Guest Book held in the bar area.
24. Members should report any faulty equipment or potential hazards to the Board of Directors.
25. Members wishing to run any organised meeting in the Club must get authorisation from a Member of the Social Committee or a Club Director.

THE COMPOUND

Preamble:

The primary purpose of the Yacht Club Compound is the safe storage of watercraft for 'active' members of the Club. It provides for both Members' personal watercraft and those owned by the Club. As an ancillary service limited parking is provided for Members.

Utilities (electricity & water) are provided for basic maintenance of craft.

The Compound is not intended for the long-term storage of unused boats, major boat repair, or for brokerage.

The Rules that apply to the Compound are framed with above in mind.

26. For the purposes of Compound management and for the organisation of fees (and with the exception of Member' kayaks/canoes) the calendar year is divided into two; October 1st. to April 30th. (Winter) and May 1st. to September 31st. (Summer). Each period attracts a different fee structure and management plan.
27. For the purposes of Compound management and for the organisation of fees, the categories of Members' watercraft and supporting equipment allowed in the Compound are as follows:
 - a. Non-trailerred yachts and motor boats:
 - i. The craft are expected to be moored in the harbour during the Summer period and stored in the Compound during the Winter.
 - ii. In the event that the craft is left in the Compound for an initial Summer period a supplementary fee ("Summer Excess") is payable by the Owner.



-
- iii. In a subsequent summer period, the owners of any craft still stored in the Compound are required to discuss their long term plans for the use of the craft with the Bosun or a designated Director, and may be required to remove it or pay an increased “Summer Excess” (up to a maximum determined by the Board).
 - iv. If a non-trailerred boat needs to be moved (for whatever reason) it will be the responsibility of the owner to arrange and pay the contractor to do this.
 - v. If a boat owner of a non-trailerred boat requires a specific position in the compound for winter storage, this is to be arranged with the Bosun and prepaid. Spaces will be on a first come first serve basis.
 - vi. All owners wanting to use the compound are to make arrangements with the Bosun prior to engaging the services of any contractor. Without this storage may be refused.
- b. Boats (solid hulled, RIBs, jet-skis, sailing dinghies) on trailers:
- i. These craft are normally categorised as ‘launch and retrieve’ and fees are set for that category.
 - ii. Members whose trailers need to have wheel clamps must leave a spare key with the Bosun.
 - iii. All trailers must be marked with the name of the owner and/or boat as appropriate. Launching and retrieving is the owners responsibility.
 - iv. As use of these craft are not restricted to the Summer season, Members who are likely to use them in the Winter season should negotiate a space in the Compound that allows free access/egress with the Bosun and Contractor.
 - v. If watercraft in this category are NOT used at least once per year they will be charged fees as for craft in Rule 27a ii & iii (above).
- c. One small non-trailerred tender (associated with a watercraft in 27a. above), and small items associated with a watercraft required for maintenance etc. are allowed, but must be kept within the footprint of the Member’s main craft or stored tidily in an allocated space.
- d. Canoes and kayaks owned by members must be stored on the racks provided.
- e. Other items for storage and use must be separately negotiated with the Bosun
- f. Limited car parking is provided for ‘Active Members’ using either Club or personal watercraft. Note that:
- i. An annual car parking fee is chargeable.



-
- ii. A valid car parking permit with a name/telephone number must be displayed.
 - iii. Cars must be parked in a responsible manner so as not to 'block -in' other users.
 - iv. Space is on a 'first come- first served' basis.
 - v. Cars not displaying a valid MYC car permit may be prohibited from purchasing a car permit in subsequent years.
 28. Security of the Compound is everyone's' responsibility; Members must ensure that the Compound is locked and gates are closed at all times.
 29. Any member requiring access to the Compound, may apply to the Bosun for a key. A deposit is applicable.
 30. Entry to the Boathouse is restricted to those Members who have legitimate reasons for accessing facilities within.
 31. It is the responsibility of boat owners to keep the Bosun informed of movements of their boats. If Members have specific requirements with regards access and/or boat position then these must be agreed with the Bosun in advance.
 32. The Club may need to move any watercraft to achieve the most the efficient use of space within the Compound.
 33. During storage Members must:
 - a. maintain the area around their craft in a tidy condition, keeping any sand accumulation under control. and removing from the Compound any waste and scrap material (including anti-foul waste),
 - b. secure halyards so as not to cause noise disturbance,
 - c. store trailers & dinghies so as not to impede effective parking, and
 - d. return any Club equipment used in maintaining their craft to the designated areas.
 34. Services must be disconnected when not in use. No services must be left connected to watercraft when the owner is not in the Compound.
 35. Members must ensure that any maintenance work is done safely. Members must either use a Club Approved Contractor or ensure that their contractor has appropriate insurance.
 36. If, when being stored, boats are NOT placed on their trailer, then the member will be charged storage for both.
 37. If members sell their boat they must contact the Bosun and provide full details of the new owner. If the new owner is not a Club Member then the boat must be removed from the yard before the sale is completed.
 38. Membership is not transferable.



39. Members are required to confirm, in writing, that they have appropriate third-party insurance for the entire duration that their craft is/are stored or serviced in the Compound. This is an annual requirement and is mandatory for all boats (except kayaks, canoes, tenders and SUPs) in the compound.
40. Dogs accompanied by their owner are allowed in the Compound but they must be kept on a short leash, and under control at all times. Dog mess must be removed from the compound. The owner of any dog deemed to be causing a nuisance will be informed and must remove the animal from the Compound.
41. Any Member who is unable to launch their boat at least once a year, must discuss the matter with the Club's Bosun. The committee reserve the right to charge for long term storage or to require removal of the boat.
42. Members who require to work and stay on their yachts or cabin cruisers for extended periods must:
 - a. ensure their craft is fully compliant with fire regulations,
 - b. be present only for the purposes of maintaining the boat, preparing it for Winter storage, or, preparing for the sailing season, and
 - c. avoiding any disturbance to other Members or people living in adjacent properties.

CLUB SECTIONS

Preamble:

The Club has Sections to facilitate activities, such as sailing, rowing, kayaking etc. These Sections may form Sub-Committees to manage their relevant activities. Additional rules may apply because of a Section's membership of a national body (e.g. RYA, Canoe Wales, Welsh Sea Rowing Association).

43. All Members have the right to participate in the activities of any Section.
44. The forming of a Section must be agreed, in advance, with the Board of Directors.
45. All Sections must make clear in any communications or signage that they are part of Merioneth Yacht Club.
46. The Sections must remain part of the Club and are subject to all Club fees, rules and policies. All equipment and facilities remain the property of the Club.



47. Sections must be represented on the Board of Directors so as to ensure that activities/events and use of the club facilities are aligned and co-ordinated.

OVERDUE FEES – LEGAL STATEMENT

48. If at any time fees due are more than three months in arrears and the person concerned has a vessel, or other property, remaining on Club property the Board of Directors may:
- a. Move the vessel, or other property, to any part of the club premises without being liable for any loss or damage to the vessel or property howsoever caused.
 - b. Give one months' notice in writing to the person, at his last known address, as shown in the Club register and thereafter sell the vessel, or other property, and deduct monies owing to the club (whether by way of arrears of fees or subscriptions) from the process of sale before accounting for the balance (if any) to the person.
 - c. Alternatively if the vessel, or other property, is unsaleable, after giving notice as aforesaid, dispose of the vessel, or other property, in a manner that the Board of Directors think fit and deem the cost of so doing and any arrear as aforesaid to be a debt owing to the club by that person PROVIDED ALWAYS THAT proper evidence is available to show that all reasonable steps have been taken to trace the person and that when and if the vessel or other property is sold the proceeds of sale (less any indebtedness by the person to the club) shall be placed upon bank deposit and retained against the eventuality of a claim by the person for a period of six years.