



CBYC Bye laws

Unless the context otherwise requires, words or expressions contained in these Rules and Bye-laws shall bear the same meanings as in the Company's Articles of Association.

The Rules and Bye-laws may be updated from time to time by the Council of Management. The current version of the Rules and Bye-laws are contained on the Club's web-site (www.cbyc.co.uk).

1. ADMINISTRATION

1.1 These Rules and Byelaws, as updated from time to time by the Council of Management, are in substitution of all previously published rules and byelaws and shall apply absolutely henceforth.

1.2 The Company is called P.M.B & S.C. Limited and governs the Cardiff Bay Yacht Club (the "Club"). Its objectives are defined in the Memoranda and Articles of Association, a copy of which is always displayed in the Clubhouse. Where there is a conflict between the Rules and Byelaws and the Memoranda and Articles of Association, the latter shall prevail.

1.3 Every Member of the Company shall furnish the Honorary Secretary with an up-to-date address, phone number and email address if available, which shall be recorded in the Company's register of Members, and any notice sent to such address shall be deemed to have been duly delivered.

1.4 Every Member, upon election and thereafter, is deemed to have notice of, and impliedly undertakes to comply with, the Rules and Byelaws of the Club. Any refusal or neglect to do so, or any conduct which, in the opinion of the Council of Management is either unworthy of a Member or otherwise injurious to the interests of the Club, shall render a Member liable to expulsion, suspension, reprimand or such other restriction imposed by the Council of Management.

1.5 Provided that, before disciplining a Member in any manner, the Council of Management shall invite such Member to provide a written explanation of his actions and allow such Member to address the Council of Management at a convened meeting to explain his actions. A resolution dealing with a Member's conduct, as set out above shall be carried by a simple majority vote by those members of the Council of Management voting on the resolution.

1.6 The Council of Management is as set out in article 8 of the Articles of Association.

1.7 No person shall be eligible for nomination as an Officer of the Club, or as a member of Council of Management unless they have been a Member/Family member of the Club for a period of two consecutive years, and no person shall be eligible for nomination as a Flag Officer unless they have previously served on the Council of Management for a period of one year. In the event that a Family member is successful in their bid to become a Member of the Council of Management, then they automatically become Full members during their period of tenure as a Council member. The Officers and other members of the Council of Management shall be elected in accordance with the Articles of Association.

1.8 The Club shall appoint a General Manager who will have overall responsibility for the day-to-day management of the marina, Clubhouse and all related facilities and staff and be accountable through the Commodore to the Council of Management. Any reference in these Rules and Byelaws to the General Manager will be in this context

1.9 For the purpose of the relevant section of the relevant liquor licensing legislation in force in England and Wales from time to time, the purchase for the Club and the supply by the Club of intoxicating liquor shall be managed by the person nominated by the Council of Management for this purpose.

1.10 No person under the age of 18 years shall consume intoxicating liquor on the Club premises and no person shall supply or aid or procure to the supply of intoxicating liquor to any person under 18 years of age at any time.

1.11 The Council of Management may from time to time, make, alter and repeal Rules and Bye-laws regulating the use of the Clubhouse by Members, the admission of guests to the Clubhouse, the holding of Regattas and competitions and generally for the good conduct of the affairs of the Club. Such Rules and Byelaws shall be binding on all Members and constructed as part of the Rules and Byelaws of the Club, until rescinded.

1.12 The General Manager, through the office of the Membership Secretary, shall keep a register of Members and a register of Club boats in which shall be entered the name and description of every boat, belonging to any Member of the Club, together with the owner's name, home and email address if available.

1.13 The Sailing Secretary shall keep records of Club Regattas and other such events.

1.14 Fees, subscriptions and dues are not transferable.

1.15 No Club facilities, premises, equipment, debentures or franchises can be used by Members for personal gain, whether financially or in kind, without the express prior permission of the Council of Management in writing.

1.16 Members whose subscriptions and/or fees are not paid within 30 days of the date of invoice in any year shall be notified thereof by letter. In the event of non-payment within 60 days of the date of invoice in the same year, their subscription shall be deemed to be in arrears and their names shall be posted on the Club notice board. Where part payment is made, subscriptions owing will be deemed to be paid first, then, when these are paid in full, other fees, and arrears. In this case, while subscriptions and/or fees have not been paid in full, they shall also cease to be entitled to use the Clubhouse or to enjoy the privileges of the Club so long as their subscription and/or fees shall remain in arrears. If the subscription and/or fees be not paid within 90 days of the date of invoice in the same year, they shall cease to be a Member of the Club, but the Council may, at any time, re-admit them to membership upon being given a satisfactory explanation and payment of all arrears of subscriptions and/or fees then due, and if appropriate the joining fee.

1.17 Failure to pay fees or to agree means of payment of same to the Club within one month of due date may incur the non-paying Member a penalty fee as set by the Council of Management from time to time.

1.18 Complaints of any nature relating to the management of the Club's premises shall be addressed in writing to the Honorary Secretary. Under no circumstances shall a servant of the Club be personally reprimanded by a Member other than their supervising officer.

1.19 Membership of the Club and acceptance of these Rules and Bye-laws by the Member will be deemed to constitute consent to the holding of relevant personal data for the purpose of the Data Protection Act 1998 (as amended).

2. MEMBERSHIP

2.1 The membership of the Company shall consist of Full Members, Life Members, Honorary Members, Associate Members, Junior Members, Student Members and Temporary Members which shall constitute different classes of members but, save as expressly stated in these Rules and Bye-laws and the Articles of Association, shall confer the same rights upon the holders thereof and rank *pari passu* in all respects.

2.2 All owners or part owners of boats kept on Club premises must be Members.

2.3 Full members shall be aged 18 years or over on the first day of January prior to the date of their application for membership. They will be required to pay a joining fee and an annual subscription as determined by the Council of Management from time to time. Each Full Member shall have one vote and shall be entitled to attend and vote at meetings of the Company upon production of his voting card.

2.4 Life Members shall be existing Full Members who are elected to Life Membership by the Council of Management. Life Members will not be required to pay an annual subscription. Each Life Member shall have one vote and shall be entitled to attend and vote at meetings of the Company upon production of his voting card.

2.5 Honorary Members shall be elected to Honorary Membership by the Council of Management. They will not be required to pay a joining fee nor an annual subscription. Honorary Members shall have no right to vote but shall have the right to attend meetings of the Company.

2.6 Associate Members shall be existing Full Members elected to Associate Membership by the Council of Management. Associate Members must have an aggregate of more than 10 years membership, be over 60 years of age and no longer own a boat or part of a boat, which is kept or used at the Club. They will be required to pay an annual subscription as determined by the Council of Management from time to time. Associate Members shall have no right to vote but shall have the right to attend the meetings of the Company.

2.7 Junior Members shall be under the age of 18 years on the first day of January prior to the date of their application for membership. Junior Members will be required to pay a joining fee and an annual subscription as determined by the Council of Management from time to time. Upon the first day of January following their eighteenth birthday, such Junior Member must apply to be a Full Member but will not be liable to pay any additional joining fee. Junior Members shall have no right to vote but shall have the right to attend meetings of the Company.

2.8 Student Members shall be under the age of 26 years on the first day of January prior to the date of their application for membership and attending a full-time course at University or Tertiary Educational Facility. They will be required to pay a joining fee and an annual subscription as determined by the Council of Management from time to time. Upon conclusion of this education, Student Members may apply to be a Full Member and will be liable to pay an annual subscription as determined by the Council of Management from time to time, but will not be liable to pay a joining fee. Student Members shall have no right to vote but may attend meetings of the Company.

2.9 Temporary Members shall be attending a training course run by the Cardiff Bay Yacht Club, Training Centre, or otherwise using the Club's facilities in connection with a water-based activity. Temporary Members will not be required to pay a joining fee but will be required to pay such fees as determined by the Council of Management from time to time. Upon conclusion of such training course, or activity, Temporary Members may apply to be a Full Member and if accepted as a Full Member, will be liable to pay a joining fee and an annual subscription as determined by the Council of Management from time to time.

Temporary Members shall have no right to vote nor attend General Meetings of the Company.

2.10 Spouse/Partner and Family of Full/Life members, A Full/Life Member's spouse or partner and children under the age of 18 years of their marriage or partnership are entitled to use all of the facilities of the Club but shall have no right to vote or attend the Meetings of the Company. A Full/Life Member's spouse or partner over the age of 18 years may apply to become a Full Member but will not be liable to pay any joining fee, and a Full/Life Member's children under the age of 18 years of such marriage or partnership may apply to become a Junior Member but will not be liable to pay any joining fee.

2.11 Applications for membership shall be subject to the following:

2.11.1 The Applicant agrees to the following by signature of an application form:

"I hereby apply for membership of P.M.B. & S.C. Limited (trading as Cardiff Bay Yacht Club) (the "Company") subject to the provisions of the Memorandum and Articles of Association of the Company and I agree, if accepted and as long as I remain a member, to conform to the Rules and Bye-laws of the Company as now existing or as varied hereafter and to pay my subscriptions when due. I also undertake to contribute to the assets of the Company in the event of the same being wound up while I am a member, or within one year after I cease to be a member, for the payment of the debts and liabilities of the Company contracted before I ceased to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding the sum of £20."

2.11.2 The form of application must also be signed by the applicant's proposer and seconder who normally must know the applicant personally and who must have paid at least two consecutive annual subscriptions.

2.11.3 The application form together with the joining fee and dues must be handed or posted to the Membership Secretary.

2.11.4 A receipt for cash and an authorisation form will be given, inviting the applicant to use the Club's facilities as an honorary visiting guest.

2.11.5 In the meantime, the application form will be placed on the Company's Notice Board for 14 days and Members given the opportunity to support or object to the election of the applicant as a Member.

Appropriate forms for this purpose are available from the Membership Secretary.

2.11.6 Any objection to the election will be investigated confidentially by the President or other senior Company officers who will report their findings to the Council of Management.

2.11.7 The applicant will be called for interview by the Membership Secretary or his representative to ascertain their suitability for membership and genuine interest in the objectives of the Company as defined in the Memorandum and Articles of Association.

2.11.8 The application together with any other relevant information shall be presented to the Council of Management at the next meeting by the Membership Secretary. A ballot shall be taken and the applicant shall be admitted if a simple majority of the Council of Management present at that meeting are in favour.

2.11.9 The Membership Secretary shall then advise the applicant of the result of their application and, if successful, shall send the relevant literature to the successful applicant.

2.11.10 When subscriptions have been paid, but not before, the applicant will be deemed to be a Member of the Company.

2.11.11 Each new Member shall undergo a probationary period of 12 months and, if during this period they fail to satisfy the Rules and Bye-Laws of the Company in any way, the Council of Management may withdraw their membership without giving any reason.

2.11.12 In the event of a non-election, the applicant will be so informed without any reason given and all fees returned. His visiting guest authorisation form shall be withdrawn.

2.11.13 A Member may retire from membership at any time by giving to the Membership Secretary notice thereof in writing subject to the limitations laid out in Article 3.2.1 of the Articles of Association. If the retired individual wishes to re-join the Company, a joining fee will not be payable if the individual complied with the notice requirements of this Bye-Law. Should the retired individual have failed to comply with this Bye-Law, then a joining fee will be required to be paid.

3. GENERAL

3.1 Members may introduce guests to the Club, subject to such restrictions and regulations as the Council of Management may make from time to time. The Member introducing them shall be responsible for their conduct and any liabilities incurred by them or on their behalf. The guest must be signed in to the Club by the Member introducing them in the visitors' book provided on all occasions. Members and guests shall only be permitted to smoke in such areas as have been designated by the Council of Management from time to time.

Members who bring regular guests to the Club should encourage their guests to become Members.

3.2 Dress Etiquette:

For the purpose of this Rule and Bye-Law, the two main Club rooms shall be identified as follows:

FIRST FLOOR BAR - "THE QUARTERDECK"

GROUND FLOOR BAR - "THE QUAY LOUNGE"

The Dress etiquette in these areas shall be as set out hereunder.

The wearing of hats in the Clubhouse is prohibited; those who transgress this Rule and Bye-law will be required to pay a fine in the traditional manner.

THE QUARTERDECK

All clothing shall be clean, smart and decent. For gentlemen, the minimum standard of dress shall be shirts with sleeves (and preferably a collar) and long trousers. Ladies are expected to conform to a similar female standard. Tailored shorts may be substituted during hot weather. Working clothes, soiled or dirty clothing shall not be worn. Cut, torn or modified jeans or trousers shall not be worn. Wet weather gear, sailing gear or other such clothing shall not be worn. Tee shirts or garments bearing motifs that could be construed as offensive or in poor taste shall not be worn. Vests alone shall not be worn externally under any circumstances.

THE QUAY LOUNGE.

After 9 p.m., the etiquette shall be the same as for the Quarterdeck. However, before 9 p.m., working clothes and sailing gear will be tolerated except for carpeted and furnished areas.

3.3 A decision as to what is an acceptable mode of dress, in the event of a dispute, shall be determined by the senior Officer present at the time, or in his absence, by any member of the Council of Management or the Club Manager. Their decision shall be final.

3.4 Members, guests or visitors not considered to be appropriately dressed will be asked to retire from the room in order that he may conform to the dress code. The steward is instructed not to serve offenders.

3.5 The Council of Management may modify, by request, these Rule and Bye-Laws, for limited specified periods to cater for special events.

3.6 Children are only allowed in areas administered by the Club if they are of good behaviour and do not cause nuisance to other members.

3.7 A Flag Officer or the General Manager may order the bar to be closed at any time if he feels that it is in the best interests of the Club to do so.

3.8 **KEY AND BAR CARDS.** All Full/Life/Associate/Student Members are issued with a maximum of two Club key and Bar cards for a fee determined from time to time by the Council of Management; the key cards will operate the front gate and the Clubhouse foyer. Members must not lend their card(s) to any other person or child. Any crew member, who is not a Member, should be met by the boat owner or a responsible Member.

3.9 **CAR PARKING** Normally only Members' vehicles may be parked on Club premises on a first-come, first-served basis. Vehicles must not be left unattended or locked other than in the designated car park. Under no circumstances must they be left restricting the use of any facilities by others. Vehicles which are causing an obstruction or which are restricting the use of any of the Club's facilities may be moved or have a warning notice fixed to the vehicle. The Club does not accept any liability for damage caused to the vehicle as a result of it being moved or a notice being fixed to it. **Members wishing to leave their vehicles for more than 48 hours while away at sea are required to notify the Office and, if requested, park in a specified area.**

3.10 Club property of any kind must not be removed from the Club administered areas under any circumstances (other than in strict emergency) without the express prior permission of the Council of Management in writing.

3.11 Dogs, whilst in the Club grounds and on pontoons, must be kept on leads. The Member responsible for the dog(s) is to ensure any dog fouling is safely removed from the Club premises. No dogs are allowed in the Clubhouse other than those for the blind.

3.12 Notices and signs may appear from time to time and, when they do so appear, these temporary and permanent signs must be adhered to.

3.13 Members should make themselves familiar with the environmental laws that exist. The Club will not defend, or take responsibility for, any actions taken against individuals.

3.14 General waste must be placed in the rubbish skip and oil must be deposited into the waste oil container. Batteries, fish waste, and bait must be removed from the Club area by the owners. Effluent of any sort must not be discharged into the Bay.

3.15 Under no circumstances are fish or bait of any kind to be brought into the Clubhouse, Bridgedeck, showers or other roofed areas without the express prior permission in writing of the Council of Management.

3.16 Any Member bringing diesel, petrol or other hazardous substances onto Club premises must conform with the guidance issued from time to time by the Council of Management regarding the handling of such materials.

3.17 It is Members' sole and inescapable responsibility to dispose of time-expired/unwanted pyrotechnics (flares) in accordance with the guidance issued from time to time by the Maritime and Coastguard Agency.

4. BOAT FACILITIES

4.1 The Club will employ a "Marina Charge-hand" and others through the offices of the appropriate Flag Officers, accountable to the General Manager. Any reference in these Rules and Byelaws to the Marina Charge-hand will be in this context.

4.2 The Marina Charge-hand will have responsibility for moorings, pontoons, storage sites, slipways, marina equipment and Club-owned boats. He will also have responsibility for any other duties as required from time to time by the Council of Management.

4.3 It is a condition precedent that all craft brought into areas which are administered by the Club, either temporary or permanently are to be insured against damage to other's property & wreck recovery in accordance with Bye-Law 7.1.

4.4 Boat Compound: when vessels leave the compound, the site must be left clean and tidy, and all trailers and cradles must be removed from site. A charge (to be determined at the Club's discretion) may be levied for carrying out this work.

4.5 No craft is allowed to be moored or parked in or on Club-administered areas unless a berthing request or storage form for the current year is received in the Club's office. Craft must be moored or parked only in the allocated space whether granted temporarily or permanently.

4.6 The Club retains the sole rights to all mooring areas whether granted temporarily or permanently to the Club.

4.7 The Marina Charge-hand will lay, maintain and allocate moorings to an individual Member's named craft for a fee payable to the Club as determined by the Council of Management.

4.8 Members vacating their allocated positions or changing or selling boats must notify the Marina Charge-hand immediately. It should be noted that if a boat is sold, all fees will be the responsibility of the Member until such time as the craft is removed from the Club's premises or alternate arrangements have been approved in writing by the Council of Management.

4.9 All mooring equipment and facilities are, and will remain, the Club's property. Members are not allowed to deface, alter, or adapt the same without the express prior permission of the Marina Charge-hand. Mooring lines and fendering shall remain the sole and inescapable responsibility of the boat's owner.

4.10 The Marina Charge-hand may move craft as is necessary for the benefit of the Club, maintenance of the Club's equipment or on the grounds of safety. The Club undertakes to give notice to the owner of the craft, where feasible, of such moves.

4.11 All craft, trailers and cradles must be clearly identified. Members are reminded that trailers and cradles may not be stored at the Club when not in use.

4.12 Members intending to moor vessels on the Club's premises, which are greater than 40 feet in length or in excess of 10 tonnes displacement, must have prior written permission from the Council of Management.

4.13 Craft involved in commercial operations, hire or reward or purchased for that use may not be berthed or stored on club premises.

4.14 If Club staff are required to pump out boats, replace lines or fenders etc, a fee to be determined by the Council of Management will be charged. This in no way reduces the owner's responsibility to look after his craft.

4.15 When laying up boats on Club premises, it is Members' sole and inescapable responsibility to ensure that they are properly supported in accordance with the guidance issued from time to time by the Council of Management

5. PONTOON BERTHS

5.1 Berths will be allocated in accordance with the returned berthing request forms wherever possible but the Marina Charge-hand may allocate berths for the benefit of the Club or for operational reasons.

5.2 Whereas every effort will be made to maintain vessels in particular berths, the allocation of a berth is not specific to that berth but to the charging area. Likewise security of tenure, if given by the berthing agreement, is only specific to a charging area.

5.3 The berth holder will pay promptly, according to the berthing agreement, all fees and levies as authorised by the Council of Management.

5.4 The berth holder will not do nor permit upon the vessel anything which may cause a nuisance, damage, danger or annoyance to other members or to persons on or about the Club facilities.

5.5 The berth holder will keep the boat at all times in a sound and watertight condition and anchor or moor the boat in a good and sufficient manner and take such steps as may be necessary for the safety thereof, particularly in times of flood, frost, ice, storm, tempest or other adverse conditions, and accept all responsibility with regards to such anchorage or moorings including the safety thereof.

5.6 The use of any vacant berth will be at the discretion of the Marina Charge-hand.

5.7 If any Member is dissatisfied with the services provided by the Club, which includes the allocation of berths, he can appeal in writing first to the Flag Officer nominated by the Council of Management for this purpose and, if still dissatisfied after the matter has been dealt with by the Flag Officer, secondly to the Council of Management.

6. DEBENTURE PONTOON

6.1 DEBENTURE PONTOON MOORING COMMITTEE

6.1.1 A committee known as the Debenture Pontoon Mooring Committee will be selected annually by the Club's registered debenture holders, the appointment of this committee being subject to approval by the Council of Management.

6.1.2 The Debenture Pontoon Mooring Committee will comprise a chairperson and two other committee members, who are to be drawn from amongst the Club's registered debenture holders, and a Flag Officer nominated by the Council of Management. The quorum shall be

three, with each committee member having one vote each but, in the event of a tie, the chairperson or his nominated deputy shall have a second casting vote.

6.1.3 The Debenture Pontoon Mooring Committee will be responsible for ensuring that the rights of the Club's debenture holders are being maintained and upheld by the Council of Management and shall have the automatic right by giving seven days' notice in writing to the Honorary Secretary of the Club to make deputation to the Council of Management, which must be, if fair and reasonable, actioned by the Club.

6.1.4 Each of the Club's registered debenture holders will have one vote only at the annual election of the Debenture Pontoon Mooring Committee

PROCEDURES ON CHANGING A BOAT

6.2.1 If a new boat is of the same length as the registered boat on the debenture, the debenture holder need only notify in writing the Marina Charge-hand or the Council of Management, supplying full details as to the boat's length, make and tonnage.

6.2.2 If a larger or smaller boat is substituted in place of the registered boat, the Debenture holder must notify the Marina Charge-hand or the Council of Management two months in advance so that alternative arrangements can be made to accommodate such a vessel, which arrangements may not be able to be guaranteed.

6.3 LEAVING THE PONTOON SCHEME.

6.3.1 Three months' written notice of intention to leave the scheme must be given in writing to the Council of Management.

6.3.2 The Council of Management will act as a clearinghouse by maintaining a waiting list of Members and suitable boats and will attempt to match these with spaces becoming available.

6.3.3 Specific attention is drawn to the Rules of the Debenture Resolution passed on the 15 day of May 1990 concerning the terms and conditions on which debentures may be transferred. In particular, apart from the right to transfer to close relatives and/or on death, the Club will always have first option to acquire the debenture in accordance with the terms and conditions as specified in the Debenture Resolutions.

6.3.4 In the event that the Club does not wish to acquire the debenture, and there are no suitable applicants on the waiting list, the debenture holder will be permitted to dispose of his interest to any other Member.

6.3.5 In the event of transfer, until such time as the transfer is effected, the existing debenture holder remains liable for all fees and other charges which have accrued.

6.3.6 On a determination by any means of the debenture, the debenture holder shall at his own cost forthwith remove the said vessel and, in default of the debenture holder so doing, the debenture holder shall be liable to pay to the Club all expenses incurred by the Club in removing such vessel.

6.4 TEMPORARY ABSENCE FROM BERTH

The use of any vacant mooring or berth shall be at the discretion of the Marina Charge-hand.

6.5 ADMINISTRATION.

6.5.1 The Council of Management will collect all levies, costs, contributions, and tax, attributable directly or indirectly to the pontoon berths.

6.5.2 Every Member, upon becoming the holder of any debenture, shall be entitled without payment to one certificate of that debenture, and upon transferring a part of his debenture, to a certificate for the balance remaining.

6.5.3 Every certificate shall be sealed with the seal and shall specify the number of running metres to which it relates, the location of the mooring, and the amount paid thereon.

6.5.4 One certificate will be issued for debentures held jointly by several persons and delivery of a certificate to one joint holder shall be sufficient delivery to all of them.

7 INSURANCE

All Members shall have insurance in respect of themselves and their vessel, such policies to cover third party, wreck recovery and public liabilities to a sum laid down by the Council of Management from time to time (such sum presently being £3 million for all vessels), and Members will undertake that they will annually renew such insurance policies promptly. If required to do so by the Council of Management, each Member shall sign a declaration stating that they have adequate insurance cover in compliance with this Bye-Law 7.

For the avoidance of doubt, it is the sole and inescapable responsibility of each Member that their vessel is insured in compliance with the Club's Byelaws and the Harbour Authority's Byelaws.

8 ABANDONED BOATS, TRAILERS AND THE NON PAYMENT OF FEES AND FACILITY FEES

The Club has adopted the RYA recommended club rules for unpaid fees and abandoned boats. These rules are set out below.

8.1 If, at any time, any mooring fees or facility fees payable to the Club by any Member or former Member shall be three months or more in arrears, the Council of Management shall be entitled: to move the boat to any other part of the Club's premises without being liable for any loss of or damage to the boat howsoever caused; upon giving one month's notice in writing to the Member or former Member, at his last known address shown in the register of Members, to sell the boat and/or the boat trailer (if applicable) and to deduct any monies due to the Club (whether by arrears of subscription, mooring or facility fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the Member or former Member.

8.2 Alternatively, any boat and/or boat trailers (if applicable) which, in the opinion of the Council of Management cannot be sold, may, upon such notice as aforesaid, be disposed of in any manner the Council of Management may think fit and the expenses recovered from the Member or former Member. Any arrears as aforesaid shall be deemed to be a debt owing to the Club by the Member or former Member.

8.3 Further, the Club shall at all times have a lien over the Members' or former Members' boats and boat trailers (if applicable) parked or moored on the Club's premises or Club moorings in respect of all monies due to the Club, whether in respect of arrears or mooring fees or subscription or otherwise. Where a Member is in arrears with the payment of monies owed to the Club by at least 6 months, the Club may in any event take possession of the Member's boat and boat trailer (if applicable).

9 LIVE ABOARDS

Members who wish to stay on their boat for a period of time in excess of two weeks are only allowed to do so once they have obtained the prior written consent of the council of management.

10 HARBOUR AUTHORITY BYELAWS

All Members must comply with the Harbour Authority's Byelaws.

11 APPOINTMENTS TO PAID POSITIONS IN THE CLUB

Permanent appointments

The Post, salary level, and job description shall normally be first approved by the CoM, unless it is a replacement position, following resignation or retirement, with no change in job description or remuneration, or a zero hours, minimum living wage, appointment. The appointment shall be appropriately and widely advertised.

Staff with a managerial role.

An appointment board shall make the appointment, The board shall consist of a flag officer (or their nominated deputies) or an executive officer (Treasurer, Sailing School Principal, Secretary (if a board member), Sailing secretary) and the General Manager. If the appointment is to an area overseen by a flag officer or executive officer then that officer shall normally be on the appointment board.

For senior appointments (General Manager, Chief Instructor, Marina Charge Hand) the appointment board shall consist of two Flag Officers, a third officer, or other Council member, and the General Manager (except for the appointment of a GM). where the appointment is to a position supervised by, or working to another employee (line manager) then that member of staff shall attend and advise the board.

Non-managerial posts

These shall usually be by the General Manager, usually in consultation with the appropriate line manager and (if appropriate) the responsible Council Officer

Statement of interest

Where the potential employee is a family member or close friend of any Council Member, that Member shall not make, nor be a party to making, the decision to employ or not. If necessary they shall delegate their role in the decision process to another Council Member. Council Members shall beware of being open to the accusation of using their position on the Council improperly.