



# BYELAWS, Club Rules & Waterside Regulations OF Royal Southern Yacht Club Limited (THE "CLUB")

ADOPTED: 26 November, 2022

## PART 1: INTERPRETATION

### 1. INTERPRETATION

1.1. In these Byelaws, unless the context requires otherwise:

<b>Articles</b>	means the Articles of Association of the Club from time to time and Article refers to a particular provision in them;
<b>Associate Member</b>	means a member of the Club who is not a Full Member, and who therefore neither has any voting rights at general meetings nor any other rights to which Full Members or members of companies are entitled under the Articles or the Companies Acts, and Associate Membership shall be interpreted accordingly;
<b>Byelaws</b>	means these Byelaws of the Club and <b>Byelaw</b> refers to a particular provision in them;
<b>Club Facilities</b>	means the Clubhouse, all premises of the Club, any equipment made available by the Club (whether for a fee or without charge), all changing and washing facilities, all storage facilities, the Prince Philip Yacht Haven , and any other facilities made available (whether for a fee or without charge) at the Clubhouse or on the Club's premises from time to time;

<b>Clubhouse</b>	means the clubhouse situated at Rope Walk, Hamble, Southampton SO31 4HB;
<b>Director</b>	means a Director of the Club, and includes any person occupying the position of Director, by whatever name called;
<b>Executive Committee</b>	shall comprise the Board of Directors, the General manager and any co-opted Members;
<b>Fees</b>	shall have the meaning given in Byelaw 6.1;
<b>Full Member</b>	means a member of the Club, as that term is defined by section 112 of the Companies Act 2006, and <b>Full Membership</b> shall be interpreted accordingly;
<b>General Manager</b>	means the senior member of the Club professional staff appointed by the Directors as the General Manager;
<b>Member</b>	means all members of the Club, whether Full Members or Associate members, and Membership shall be interpreted accordingly;
<b>Past Flags and Trustees</b>	means Members who have served as a Flag Officer or Trustee of the Club;
<b>Royal Yachting Association and RYA</b>	means the Royal Yachting Association, a company limited by guarantee registered in England and Wales with registered company number 00878357.
<b>Yachting</b>	means sporting, recreational and other activities carried out in water-borne craft of any description powered by the wind or mechanical means.

1.2. These Byelaws are supplemental to the Articles. Nothing in these Byelaws is intended to contradict the Articles or the provisions of the Companies Acts and, in the event of any inconsistency between any provision of these Byelaws and any provision of the Articles, the Articles will prevail.

- 1.3. Unless the context otherwise requires, words or expressions contained in this document bear the same meaning as in the Articles.
- 1.4. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any subordinate legislation from time to time made under it, and any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

## PART 2: MEMBERSHIP

### 2. MEMBERSHIP

- 2.1. Membership shall be open to anyone interested in the sport of Yachting on application, regardless of sex, age, disability, race, sexual orientation, gender, pregnancy or maternity, religion or belief. Membership may, however, be limited according to available facilities on a non-discriminatory basis.
- 2.2. Article 11.4 gives the Directors the power to create different classes of Membership, and to decide who will be eligible for admission to them and what their rights and obligations will be. For the avoidance of doubt, Associate Membership conveys neither Full Membership nor any of the rights or privileges of Full Membership under the Articles or the Companies Acts.
- 2.3. There shall be the following classes of Full Membership:
  - 2.3.1. Single Members; Spouses and domestic partners of Single Members
  - 2.3.2. Overseas Members
  - 2.3.3. Life Honorary Members
- 2.4. There shall be the following classes of Associate Membership:
  - 2.4.1. Children of Full Members under the age of 18
  - 2.4.2. Junior Members
  - 2.4.3. Honorary Members
  - 2.4.4. Temporary Members

### 3. ELIGIBILITY FOR MEMBERSHIP

- 3.1. **Full Membership** is open to any individual aged 18 or over who is interested in the sport of Yachting. Full Members are Club Members with the right to attend and vote at general meetings in accordance with the Articles and the Companies Acts.
- 3.2. **Child Membership** is open to each of the members of a family grouping of one or two Full members, together with any number of children within their guardianship under the age of 18, who are interested in the sport of Yachting. Each Child Member will be an Associate Member.
- 3.3. **Overseas Membership** is open to any Member residing continuously abroad.
- 3.4. **Junior Membership** is open to any individual under the age of 18 who is interested in the sport of Yachting. Junior Members are Associate Members, and as such have no right to attend or vote at general meetings.
- 3.5. **Honorary Membership** may be awarded to individuals as a mark of distinction. The Executive Committee may elect Honorary Members as they think fit. The total number of Honorary Members shall not, however, at any time, exceed 5% of the total number of Members. Honorary Members are Associate Members, and as such have no right to attend or vote at general meeting.

- 3.6. **Life Honorary Membership** may be awarded by the Executive Committee as a mark of distinction to individuals who have formerly been Full Members and their membership has been continuous.
- 3.7. **Temporary Membership** is open to any Candidate over the age of 18 wishing to become a Member who has not been known to two members for at least six months and cannot therefore obtain a Proposer and Secunder for Full Membership. Temporary Members are Associate Members, and as such have no right to attend or vote at general meetings.
- 3.8. For the avoidance of doubt, where the type of Membership available to, or subscription payable by, an individual is related to age it will be determined by the age of the individual on the date of registration of their Membership, or its renewal date.

#### 4. BECOMING A MEMBER

An application for Membership shall be in the form from time to time prescribed by the Executive Committee and shall include the name and address of the applicant.

- 4.1. The names of all candidates together with those of a proposer and seconder where applicable shall be placed on the Club noticeboard and website for a period of not less than 14 days before a meeting of the Directors.
- 4.2. Any Full Member wishing to object to the election of a Candidate shall notify the General Manager in writing of such objection in the above period of 14 days. The General Manager shall then bring the objection to the notice of the Directors who shall deal with the case and may call upon the objector to state their reasons, and make such enquiries as they think fit.
- 4.3. A Temporary Member may be elected to Full Membership by the Directors after six months following their election as a Temporary Member.
- 4.4. Candidates will normally be invited to meet with one or more of the Executive Committee or Sailing Committee. Candidates who are current members of other Royal clubs or of reciprocal clubs will not necessarily be invited to meet with a member of the Executive Committee or Sailing Committee.
- 4.5. The admission of all classes of Members is vested in the Directors and shall be a simple majority vote of the Directors. Following a successful application, Directors will be invited to approve new applicants by email from the membership office. If no negative response is received within seven days, it will be assumed that the application has been approved.
- 4.6. The Club shall inform each applicant in writing as to whether or not their application for Membership has been approved and they shall provide successful applicants with a copy of the Articles and these Byelaws, and shall also request payment of any applicable fees.
- 4.7. Child and Junior Members reaching the age of 18 may become Full Members without being sponsored and will not have their names placed on the Club Website and will not be liable to pay an entrance fee.

#### 5. RIGHTS AND PRIVILEGES OF MEMBERSHIP

- 5.1. The rights and privileges of each class of Membership shall be as follows, subject in each case to the provisions of the Articles and these Byelaws:
  - 5.1.1. All Members shall have the full use of all the Club Facilities;
  - 5.1.2. Temporary Members, Junior Members and Child Members shall have full use of the Club Facilities, but they shall have no right to take any part in the management of the Club;
  - 5.1.3. Overseas Members may use the Club for a period or periods of up to 30 days in any one year.

5.2. Applicants for Membership whose applications have not yet been approved shall have no rights or privileges whatsoever in relation to the use of the Club Facilities.

5.3. Reciprocal Clubs - Any Member of certain Clubs with whom reciprocal arrangements have been made (a list of such Clubs, approved by the Committee, being kept by the General Manager) may be authorised by the General Manager to use the Club premises without payment for a period or periods not exceeding 14 days in aggregate in any one year.

5.4. Flags

5.4.1 The burgee of the Club shall be blue with a red St. George's cross with the Imperial Crown in the centre of the cross.

5.4.2 A Member of the Club shall be entitled to fly the Club burgee and shall be entitled to fly an undefaced Blue Ensign, but only if issued with a permit by the Club by virtue of the Warrant issued by the Secretary of State for Defence dated 8<sup>th</sup> February 1985.

## 6. MEMBERSHIP SUBSCRIPTIONS AND FEES

6.1. The following fees (the Fees) shall be payable by Members, as applicable in accordance with this Byelaw 6:

6.1.1. a joining fee on joining the Club, as set from time to time by the Directors;

6.1.2. an annual subscription fee in respect of their Membership; and

6.2. The Fee rates for each class of Membership shall be determined by the Directors and notified to Club Members each year. Directors shall not increase the fees by more than 10% in any one financial year.

6.3. The current Fee rates shall be displayed on the Club's website.

6.4. Members shall pay the applicable Fees for their first year of Membership or make arrangements with the General Manager to pay by Direct Debits where applicable within one calendar month of becoming a Member, and thereafter on the first day of September in each year.

6.5. Any Member elected after the 1<sup>st</sup> September in any year shall pay one twelfth of the relevant subscription for that year for each month or part month remaining of the Club's financial year.

6.6. Members are permitted to pay their annual subscription by monthly Direct Debit on terms determined by the Directors. The current terms include an administration fee of 5% per annum.

## 7. GRATUITIES

No present or gratuity shall be given to individual members of Club Staff unless sanctioned by the Executive Committee. Members may make donations to the Staff Fund. A service charge, if applicable, may be paid.

## 8. EXCEPTIONS TO THE REQUIREMENT TO PAY FEES

Upon re-application by a person who has been a Member within the past two calendar years the Directors may, at their sole discretion, waive the usual joining fee.

## 9. TERMINATION OF MEMBERSHIP DUE TO OVERDUE FEES

9.1. If a Member fails to pay any applicable Fees that are due within one calendar month of becoming a Member, their Membership shall be automatically terminated.

9.2. A Member wishing to cancel their Membership shall give notice in writing to the General Manager before the last day of July each year and shall not then be liable to pay the

subscription for the following year. (The Club's subscription year runs from September 1<sup>st</sup> each year). A Member who retires in accordance with this Byelaw shall not be entitled to have any part of their Fees refunded.

- 9.3. The Directors may terminate, without notice being given, the Membership of any Member whose Fees are more than three months in arrears (in whole or in part), provided that the Directors may, at their sole discretion, re-instate any such Member upon payment of arrears. No Member whose Fees are in arrears (in whole or in part) may enter any Club event or regatta or (if applicable) vote at any general meeting.

## 10. CONDUCT OF MEMBERS & DISCIPLINARY ACTION

- 10.1. Every Member is deemed to have notice of, and undertakes to comply with, the Articles and these Byelaws.
- 10.2. Any breach of Byelaw 9.1 or any conduct which, in the reasonable opinion of the Executive Committee, is either unworthy of a Member or otherwise injurious to the interests of the Club, shall render a Member liable to disciplinary action by the Executive Committee, which may include suspension for a specified period of time or expulsion.
- 10.3. Before taking any disciplinary action against a Member, the Executive Committee shall ask the Member in question to provide a written explanation of their conduct and shall give the Member the opportunity to explain their conduct or to voluntarily cancel their Membership.
- 10.4. The Directors (or any person to whom the Directors shall delegate this power) may temporarily suspend or exclude a Member from the use of any Club Facilities if they consider in their sole discretion, acting reasonably, that such action is in the best interests of the Club.
- 10.5. A Resolution to apply any sanction shall be carried by a simple majority vote by those Directors present and voting on the Resolution.
- 10.6. Upon suspension/expulsion the Member/former Member shall not be entitled to have any part of the annual Membership fee refunded and must return any Club or external body's trophy or trophies held forthwith.
- 10.7. Use of Social Media – the term "social media" is used within these Byelaws to describe dynamic and socially interactive networked information and communication technologies by which personal information or opinions can be presented for public consumption on the internet. Such sites allow for and provide the facility to share information quickly and easily. Members must remember that the distribution of information on social media cannot be controlled and must ensure that their use of social media does not breach the standards of behaviour reasonably expected of a Member of the Royal Southern Yacht Club.
- 10.8. 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 Directors or by the General Manager upon the instructions of the Directors.
- 10.9. A Member shall not cause any communication, unrelated to Club business, in whatever form to be exhibited on Club notice boards or premises without permission of the General Manager.
- 10.10. A Member shall settle any indebtedness for refreshment or otherwise before leaving the Club premises, or in accordance with any Club Rule relating to the settlement of such indebtedness. Any monies outstanding to the Club from a Member in excess of one calendar month from the date of a statement rendered, will be referred to the Executive Committee who may at their discretion suspend that Member, by giving them written notice, until such time as all monies are paid in full. Outstanding balances shall attract a one percent per month rate of interest or such interest rate as agreed by the Executive Committee from time to time.

10.11. No member may purchase any item on the Club's behalf unless such purchase has been agreed by the General Manager and a Purchase Order has been issued.

10.12. Advertising:

10.12.1 Members' yachts while carrying advertising in accordance with the ISAF Advertising Code may wear a Club burgee but not a Blue Ensign.

10.12.2 Official Club Committee vessels whilst on duty may wear the Club burgee while displaying advertising for a Club approved sponsor.

10.12.3 Other vessels including tenders may not display commercial advertising while moored on the Club pontoons or on Club premises unless that advertising is in accordance with the ISAF Advertising Code or is sanctioned for an event by the Executive Committee.

10.12.4 Members shall not wear clothing for commercial promotions other than the maker's usual labelling or for a sponsored event sanctioned by the Executive Committee.

10.13 Mobile phones and other electronic communication devices - Members, their guests and visitors shall only use these in accordance with the Club rule on phones, which may be amended from time to time by the Executive Committee.

10.14 Staff Duties - No Member shall direct a member of Staff to change his or her duties or carry out duties other than those that have been laid down by the General Manager. Any request for staff to carry out extra or different duties must be referred in advance to the General Manager.

10.15 Complaints - Complaints of any nature relating to the management of the Club shall be addressed in writing to the General Manager. Under no circumstances should Club staff be personally reprimanded by a Member. Complaints regarding the General Manager should be addressed in writing to the Chair of the Executive Committee.

## 11. GUESTS

11.1. Members shall enter the names of all guests in the guest book. Not more than three guests may be introduced in any one day and the same guest may not be introduced more than five times in any calendar year.

11.2. A member of any club affiliated to the Royal Yachting Association (a list of which is published by the Royal Yachting Association) may be authorised to use the Club Facilities by any Director. Such authorisation shall specify the dates on which that person may use the Club Facilities.

11.3. Any person who is a competitor or crew member in any open event sponsored by or on behalf of the Club is entitled to the use of the Club Facilities within a period of 24 hours before and after the race in which they are competing.

11.4. The General Manager or any other person who has received the authority of a Director, may expel, temporarily or permanently, any person who has the right to the use of the Club Facilities under this Bye Law 11.

## 12. LIMITATION OF CLUB LIABILITY

12.1. Members use the Club Facilities entirely at their own risk and accept that:

12.1.1. the Club will not accept any liability for any damage to or loss of property belonging to Members;

12.1.2. Members are responsible for any injury, damage or loss to the extent caused by their own actions or omissions.

12.2. Byelaw 12.1 shall be exhibited in a prominent place within the Clubhouse:

### PART 3: MANAGEMENT

#### 13. OFFICERS

13.1. Only Full Members shall be eligible to stand for election as Officers, to be appointed in accordance with Article 6.

13.2. The General Manager shall:

13.2.1. keep a register of Members' names and addresses, including the class of Membership for each Member;

13.2.2. keep custody of all Club documents;

13.2.3. keep full minutes of all Directors' meetings, general meetings (including AGMs), and meetings of any committees established by the Directors from time to time, and all minutes shall be confirmed and signed by the appropriate chair upon the agreement of the Directors, Club Members, or relevant committee (as appropriate) at the next following Directors' meeting, general meeting, or relevant committee meeting;

13.2.4. administer such insurance policy or policies as may be needed fully to protect the interests of the Club, its Directors, Officers, employees, and Members;

13.2.5. maintain contact with the Club's legal advisors to ensure that the Club's affairs are managed in accordance with all applicable laws; and

13.2.6. maintain any such certificates or registrations, and complete any such non-financial returns as may be required by law.

13.3. The Honorary Treasurer shall:

13.3.1. cause such books of account to be kept as are necessary to give a true and fair view of the state of finances of the Club, in compliance with all legal requirements applicable to companies;

13.3.2. cause all returns as may be required by law in relation to the accounts of the Club to be rendered at the due time; and

13.3.3. prepare annual report and accounts as at 31<sup>st</sup> August in each year and cause such report and accounts (as necessary) to be reviewed at least once annually and shall then cause the same to be exhibited in the Clubhouse and placed on the Club's website for at least fourteen days before the date of the next AGM.

#### 14. DIRECTORS

14.1. The board of Directors shall consist of the Officers (ex officio) and four Full Members elected at the AGM.

14.2. The Directors may at any time co-opt any individual who is a Full Member to fill a vacancy in their number or as an additional director, but a co-opted director holds office only until the next AGM and has no voting rights at Directors' meetings.

14.3. Candidates for election as Directors (not being Officers) shall be those Full Members whose nominations (duly proposed and seconded in writing by other Full Members) have (with their consent) been received by the General Manager at least twenty eight days before the date of the AGM in each year. Such nominations, together with the names of the proposer and seconder shall be posted on the Club's noticeboard and website at least fourteen days prior to the date of the AGM.

14.4. If the number of candidates for election as Directors at any AGM is equal to or fewer than the number of vacancies to be filled then all candidates shall be elected.



- 14.5. If the number of candidates for election as Directors at any AGM is greater than the number of vacancies to be filled then there shall be a ballot. If the ballot fails to determine the Directors to be appointed because of an equality of votes, the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot.
- 14.6. The Directors shall meet at least every three months making such arrangements as the conduct, place of assembly and holding of such meetings as they wish, in accordance with the provisions of the Articles.

#### 15. SAILING COMMITTEE

- 15.1. All matters relating to the Yachting and water-based activities of the Club, including regattas and their management, shall be under the control and direction of the Sailing Committee. The Sailing Committee shall prepare an annual plan of water-based activities together with a draft budget for those activities and submit them to the Executive Committee for approval.
- 15.2. In addition to the Rear Commodore Sailing and the Sailing Secretary, the Sailing Committee shall consist of nine additional elected Members as defined in clause 15.7. They should retire having served for three years, and will only be eligible for immediate re-election if there is an unopposed vacancy on the Committee.
- 15.3. In Pursuance of the objects of the Club at Article 3.1.1, the Sailing Committee shall include representatives from the Cruising, Motorboat, Youth and Academy sub-committees within the Club. It is a requirement of election to the Sailing Committee under this subsection that any individual must also be a member of the corresponding sub-committee.
- 15.4. The General Manager may attend meetings of the Sailing Committee.
- 15.5. The Sailing Secretary shall prepare minutes of Sailing Committee meetings.
- 15.6. The Sailing Secretary and the General Manager shall not have voting rights at the Sailing Committee.
- 15.7. The names of Members willing to serve and eligible for election to the Sailing Committee under 15.2 or 15.3 shall be placed on the Club website for 14 days before the Annual General Meeting with the names of the proposer and seconder in each case. The election shall be by ballot if the number of names shall exceed that of any vacancies.
- 15.8. Any vacancy occurring in the Sailing Committee between Annual General Meetings may be filled by co-option by the Sailing Committee subject to there being an election at the next Annual Meeting to fill that vacancy.
- 15.9. In the event that there is no sub-committee in existence for which representation is required under 15.3, the Sailing Committee may co-opt additional members with voting rights subject to the maximum number of Committee Members in 15.2.

#### 16. FINANCE COMMITTEE

- 16.1. A Finance Committee shall be appointed by the Directors to advise the Honorary Treasurer and the Directors on the financial affairs of the Club. Members are encouraged to volunteer for the committee if they have suitable experience and / or qualifications.
- 16.2. The Finance Committee shall include up to five Full Members and the Honorary Treasurer..

#### PART 4: MISCELLANEOUS

##### 17. CLUB MEMBER SUB-COMMITTEES, GROUPS AND SOCIETIES

The activities of each Club sub-committee, Group and Society shall be sanctioned by the Executive Committee.

17.1 The Executive Committee encourages groups of members to organise non – Yachting activities and events for members to promote the social objects of the Club as set out in the Articles. Such groups and societies may include, but are not restricted to, Charities and Fundraising, an Entertainments and Social sub-committee, Golf, Shooting, Paddleboarding and Bridge. Club Groups and Societies shall be open to all members and shall not rely on Club funds.

17.2 Members are also encouraged to put themselves forward to participate in groups and teams of people to help the governance of the Club, such as the Nominations and Succession Planning group, and the PPYH group.

17.3 Past Flags & Trustees may represent the Club and Executive Committee at member and external functions and events. This should be with the agreement of the Commodore.

## 18. SALE OF INTOXICATING LIQUOR

18.1. The Clubhouse shall be open to Members at such times as the Directors shall direct.

18.2. The purchase for the Club of excisable goods and the supply of the same upon Club premises shall be exclusively and solely under the control of the Directors, or of a special committee appointed by the Directors.

18.3. Intoxicating liquor may only be sold for consumption in the Clubhouse to persons over the age of eighteen who are entitled to the use of the Clubhouse in accordance with the Articles and these Byelaws. No Junior Member may purchase or attempt to purchase intoxicating liquor within the Clubhouse nor may any Junior Member purchase or attempt to purchase tobacco or cigarettes within the Clubhouse.

18.4. The Directors shall cause the bar in the Clubhouse to be opened (subject to terms of the Clubhouse licensing certificate) at convenient times (and such times shall be prominently exhibited in the Clubhouse) for the sale of excisable goods to Club Members, Associate Members and Guests.

18.5. Proper accounts of all purchases and receipts shall be kept and presented at the AGM in each year.

18.6. The bar in the Clubhouse will be open at the hours as may be decided by the Directors, subject to any restrictions imposed from time to time by the Licensing Authority.

## 19. DRESS

### Principles

Members are expected to dress in an appropriate manner to suit the occasion whilst in the Club House. Members should acquaint themselves with the dress code guidance and Club rules relating to dress. These may be amended from time to time by the Directors.

## 20. SMOKING

Smoking (including vaping) is not permitted in any part of the Clubhouse, including balconies, decked areas and the paved area immediately outside the River Room. Smoking is allowed on “Den’s Deck”, which is the large paved area with tables to the east of the Clubhouse. Smokers must use the ashtrays provided. Members should acquaint themselves with the Club rule regarding smoking, which may be amended from time to time by the Directors.

## 21. CAR PARK

The Club car park has spaces for approximately 100 cars. All vehicles using the car park must be taxed and roadworthy. Members should acquaint themselves with the Club rule regarding use of the car park, which may be amended from time to time by the Directors.

Any Member who breaches any of these terms may forfeit their parking rights.

## 22. MOORINGS AND PONTOONS

### 22.1. Moorings

There shall be an annual ballot for the Club Moorings and dry berths if possible prior to 1st December in respect of the next succeeding year. Priority will be given to members whose boats that take an active part in Club events.

Past Commodores, and the Vice-Commodore during their term of office, are entitled to a mooring or dry berth at the same rate as ordinary Members without entering the annual ballot. The Commodore during their term of office shall be entitled to a mooring or dry berth without charge.

### 22.2 Pontoons and Moorings

The use of the pontoons, moorings, slipway, crane, scrubbing piles, dinghies and launches will be subject to the Club's Waterside Regulations issued by the Executive Committee on the advice of the Sailing Committee. It is a condition of use of the Club's waterside facilities that all safety Regulations including restrictions of use are strictly observed and that adequate boat insurance cover is held as specified in the Regulations.

### 22.3 Conduct on the Pontoons

By their very nature, pontoons are a safety hazard. Members and their guests are expected to act responsibly while on the Club pontoons and not to endanger themselves or other people.

In particular:

- (a) Appropriate clothing and footwear should be worn;
- (b) Children shall always be under control of an adult;
- (c) Running and Cycling are not permitted on the pontoons.

## 23. CLUB RULES AND WATERSIDE REGULATIONS

The Club Rules and Waterside Regulations are part of the governance structure of the Royal Southern Yacht Club Limited. The Executive Committee may modify the Rules and Regulations from time to time. Use of the Club's facilities including pontoons, moorings, dry berths, slipway, crane, dinghies, tenders and launches is subject to the Byelaws of the club and to the Waterside Regulations. In the case of a conflict between the Byelaws and the Waterside Regulations, the Byelaws shall take precedence.

## 24. AMENDMENT OF BYELAWS

These Byelaws may be amended by a resolution passed by a majority of the Members voting from time to time.

## 25. ACKNOWLEDGEMENT

The Members acknowledge that these Byelaws constitute a legally binding contract to regulate the relationship of the Members with each other and the Club.

**ROYAL SOUTHERN YACHT CLUB**  
**CLUB RULES & WATERSIDE REGULATIONS**

Members should acquaint themselves with these rules and regulations, which exist alongside and in addition to the Club's Articles of Association and the Club's Byelaws.

These rules and regulations may be amended from time to time by the Executive Committee.

1. CAR PARK

- a. The Club car park has spaces for approximately 100 cars. The facility may be temporarily restricted at any time to accommodate Club and external events. The Club will endeavour to provide Members with reasonable notice of any restrictions. The car park may only be used by:-
  - i. Members whose Club and car park subscriptions have been paid for the current year;
  - ii. Persons staying overnight in the Club's bedrooms who must display their day permit on their car's dashboard;
  - iii. Official guests who must display their day permit on their car dashboard;
  - iv. Trade vehicles making deliveries and contractors' vehicles;
  - v. Club staff in designated areas and only when displaying a current staff permit.
  - vi. Cars shall at all times be parked between the boundaries of the marked spaces or as directed by a Bosun. Cars are not to be parked in such a way that causes obstruction to other cars, gates, deliveries, boat trailers, storage, boat launching or crane facilities.
  - vii. Cars may not be left for a period that covers more than one weekend unless the General Manager or Bosun has been informed. No car may be left for a continuous period of more than 21 days without written permission from the General Manager. Any car left for longer than forty-eight hours will park in the northwest section of the car park.
  - viii. The car park is for the use of Members while utilising the Club's facilities, on their boats or participating in regattas. It is not to be used as residential parking for local Members.
  - ix. Members' car park access passes remain the property of the Club and must be returned by holders when their membership ceases.

Any Member who breaches any of these terms or uses their pass to open the barrier for non-permit holders may forfeit their parking rights.

2. DRESS

a. Principles

Members are expected to dress in an appropriate manner to suit the occasion whilst in the Club House. The over-riding principle is that clothing should be clean, not torn and of an appropriate style. The General Manager will be pleased to advise any Member or guest who is unsure about the expected standards of dress in the Club. A specific dress code may be designated for all Club functions.

b. Guidance

During sailing events and up to 20.00 hours only, neat and dry sailing attire may be worn. After 20.00, whilst dining in the Club men are requested to wear a shirt with a collar. Caps and hats should be removed whilst dining in the Club in the evening. Traditional blue denim jeans are acceptable but not in the River Room.

Foul weather clothing and boots are permitted in the downstairs Bar, which will be designated for sailing events whenever possible.

The following are not acceptable dress in the public areas:

- (a) Foul weather gear except when entering or leaving the Clubhouse or in the wet bar
- (b) Vests or singlets
- (c) Torn, wet or dirty gear
- (d) Swimming gear, tracksuits and cycling shorts
- (e) Military camouflage clothing, except when worn by members of the armed forces
- (f) Shirts worn open to the waist
- (g) Bare feet
- (h) Clothing bearing offensive wording or designs

The Committee requests Members and owners of visiting yachts to bring the provisions of this bye-law to the attention of their crews and also asks them to play their essential part in its observance.

3. SMOKING

Smoking is not permitted in any part of the Clubhouse, including balconies, decked areas and the paved area immediately outside the River Room. Smoking is allowed on "Den's Deck", which is the large paved area with tables to the east of the Clubhouse. Smokers must use the ashtrays provided.

4. BEDROOMS

- a) A Member or guest may occupy a bedroom for a maximum of two weeks. This may be extended at the discretion of the General Manager. If a period of more than one month is requested, permission may be sought from the Executive Committee.
- b) A Member or guest who books a room and fails to take up the booking shall be liable for the room cost unless cancellation is made prior to 12 noon on the day of the booking.
- c) All bedroom accounts shall be settled promptly after vacating a room.

5. MOBILE PHONES (including OTHER ELECTRONIC COMMUNICATION DEVICES)

Mobile phones – should be switched to silent on entering the Clubhouse. Members, their guests and visitors shall not be permitted to use mobile telephones in the Public Rooms to make or take voice calls. Other phone use is permitted with due consideration to other Members.

6. DOGS

Dogs are permitted in the public non-food areas of the Club, held on a lead under the control of the owner and not allowed onto furniture. Owners should take care their dogs do not inconvenience other Members, especially at busy periods. Dogs, other than guide dogs and other assistance dogs, are not permitted in the bedrooms, dining rooms or offices. Owners shall promptly remove and correctly dispose of any dog fouling throughout the site and on the pontoons. The General Manager, or his designate, may ask a Member to remove a badly behaved dog from the premises and may exclude it from the premises indefinitely.

## 7. WATERSIDE REGULATIONS

Use of the Club's facilities including pontoons, moorings, dry berths, slipway, crane, dinghies, tenders and launches is subject to the Byelaws of the Club and to these Regulations. In the case of a conflict between the Byelaws and these Regulations, the Byelaws shall take precedence.

### a. General

- i. It is a condition of use of the facilities that all safety regulations, including restrictions of use, are strictly observed.
- ii. The owners of any boats using the Club's facilities must hold adequate insurance including third party insurance of £3 million.
- iii. Any damage to the facilities or to any boats in the facilities are to be reported to the Sailing Secretary or to the bosuns at the earliest opportunity.
- iv. Refusal to follow an instruction from a bosun will be reported to the Board of Directors who will decide what action should be taken.

### b. Moorings And Pontoons For Yachts And Ribs

- i. The Club has moorings for members' mono-hull yachts and RIBS in the Prince Philip Yacht Haven and on a pontoon on the East side of the Hamble River. Moorings in the Prince Philip Yacht Haven and the East Pontoon are allocated by ballot of members on an annual or longer basis as decided by the Executive Committee; preference in the ballot is given to members whose boats take an active part in Club events. Multihull boats cannot be berthed in the Prince Philip Yacht Haven, without permission from the Executive Committee, but can be berthed on the East Pontoon. Vessels greater than 15 metres (50 feet) LOA are only permitted with agreement from the Executive Committee.
- ii. Only one boat may be berthed in each allocated mooring.
- iii. When a boat with a Club mooring is going to be absent the member should inform the Sailing Office of the dates it shall be absent.
- iv. The bosuns have the authority to move boats as necessary, especially during events; the bosuns' instructions must be followed.
- v. No parts of the boat or other equipment, dinghies, gear, fittings, supplies, stores or similar items shall be stored or left upon the pontoons or otherwise within the Haven without the prior written consent of the General Manager.
- vi. Any equipment left on the pontoon that is considered a hazard or risk to other users can be removed by the Sailing office.

### c. Berthing Fees And Payment

- i. Club berths are charged at a rate per metre of Total Length Overall; rates are set by the Board on advice from the Sailing Committee and are published annually. The Total Length Overall is defined as the length overall of the boat including davits, bowsprits, boarding ladders, sterndrives, tenders, outdrives, rudders, anchors, pulpits, push-pits and any other extension fore and aft of the Boat. The Club reserves the right to measure a boat at any time and charge the additional berthing fee if the Boat appears to be greater than the length previously stated. The Club's decision is final.
- ii. Annual berthing fees are payable in full in advance by February 28th of the berthing year.

- iii. A berthing license is issued to each member allocated a berth on acceptance of that berth. The terms of the berthing license must be adhered to and are in addition to these Byelaws.
  - iv. The member is not entitled to any refund of berthing fees if the berthing license is cancelled or revoked.
  - v. If the member fails to make payment on or before the date due the Club shall be entitled to take all or any of the following steps:
    1. Terminate the berthing agreement immediately.
    2. Prevent the boat from leaving the Prince Philip Yacht Haven.
    3. Allocate any payment made by the member no matter what he or she intended it to be used for to pay for any or all of the services supplied or the berthing fees as the committee think fit.
    4. Charge interest on the amount unpaid.
    5. Charge and claim from the boat owner the cost of recovering any overdue amount including but not limited to legal costs and Court fees.
    6. To secure or remove the Boat from its berth and place it under the control of the Club.
  - vi. By taking up a berth in the Prince Philip Yacht Haven the boat owner will have been deemed to have accepted the Byelaws and Waterside Regulations and any berthing license agreement even if such a license agreement or ballot application has not been signed.
- d. Visitor Berths For Yachts And Ribs
- i. There are a number of berths that are allocated for the use of visitors and of members who do not have a Club mooring. The bosuns may also allocate visitors to other berths that are temporarily vacant. Multihull boats can only be berthed on the East Pontoon.
  - ii. Members who do not have a Club berth in the Prince Philip Yacht Haven may use the visitor berths to set down and pick up passengers / crew and baggage without charge provided the visit is for not more than 1 hour. On weekdays members may moor for up to 4 hours without charge if lunching at the club. While mooring free of charge members may take on water to fill tanks but should not wash down boats. Longer visits by members and visits by non-members are subject to arrangement with the bosuns and are at the standard tariff.
  - iii. Double banking on some of the visitor berths is possible but must not obstruct access; triple berthing is not allowed. Visitors who have berthed overnight must leave the berth by 12:00am on the day they are leaving or they will be charged for a further period.
  - iv. The bosuns will direct use of the visitor facilities; the bosuns' instructions must be followed.
  - v. On race days and at other busy times mooring may need to be restricted and notices will be posted to this effect.

e. Advertising And Commercial Activities

Boats on Club moorings may not display 'For Sale' signs, 'For Charter' signs or any commercial advertising. Boats may not operate ANY commercial activities such as but not restricted to charter operations or Airbnb from the club premises.

f. Flag Etiquette

All members' yachts must observe the correct flag etiquette whilst on Club premises.

g. Club Tenders

There are a number of Club tenders available for members' use, equipped with a pair of rowlocks and oars. When not in use the oars and rowlocks should be stowed in a seamanlike manner and not left in their sockets. Tenders should be returned to their normal position immediately after use and never left on moorings when the yacht is absent without good reason. Please look after the tenders, and report any damage or deficiency to the bosuns immediately.

h. Club Launch

i. The Club Launch is a service available to members and also to visitors berthed on the East Pontoon . The operational area for the launch is river moorings from the mouth of the River Hamble to south of Mercury Marina. The launch will NOT normally pick up or deliver to marinas or pontoons connected to the shore. During Club events and regattas priority will be given to participants/competitors. Prior booking of a pick up or collection is not normally supported.

ii. The launch operates at the following times: Summer (1st April to 30th September):

Monday to Thursday 0800 – 1800

Friday to Sunday 0800 – 2000

Winter (1st October to 31st March):

Monday to Sunday 0800 – 1800]

iii. The launch may not be called later than 30 minutes before the launch service ends.

iv. The maximum number of persons to be carried by the launch is 10. The Bosun has authority to reduce the maximum if he considers that it is necessary and has the authority to refuse to operate the launch if he believes it is unsafe to do so.

v. Calls to the Club launch are to be made on Channel 37 (Marine 'M') using low power and the call sign "Southern Launch" or by mobile 'phone on number 07900 872461.

i. Electricity And Water

i. The cost of electricity and water is charged at the rates current at the time to berth holders and to visitors who have booked for 1 week or more. For visitor bookings of less than a week electricity and water is included in the mooring charge.

ii. WRAS (Water Regulations Advisory Service) now states that marinas should not provide permanently attached hose pipes. Accordingly, berth holders in the PPYH will need to supply their own hoses, the recommendation is for potable grade hose (usually blue) of not more than 22mm.



- j. Trolleys

Trolleys must not be taken off Club premises. They are to be returned to their designated storage areas immediately after use.
- k. Boat Park

Boat park users must keep their boats in the allocated space and return their empty trailers, which must be marked with the boat/owner's name, to that space while sailing. Boats must not be left parked under the Crane. Unauthorized boats and trailers may be removed or immobilized and payment for storage, on a weekly basis, will be charged.
- l. Safety Ladders / Life Rings

Members must not obstruct access to the safety ladders and life rings fitted to the Club pontoons at any time.
- m. Insurance

The Club cannot accept liability for loss or damage to members' craft, equipment or belongings whilst on the Club premises or facilities. As specified earlier in these Regulations, members are to ensure that they carry sufficient insurance to cover for loss or damage to Members' craft, equipment and belongings whilst on Club premises or facilities and for use of the Club's waterside facilities.
- n. Private Keys

Members must leave their boat keys and may leave their car keys with the Bosun. Keys so left must be marked clearly with the boat name, car registration number and owner's name. These keys will be kept in a locked area. The Club does not accept any form of responsibility for the security of the boats or cars.
- o. Crane
  - i. The crane is for the use of members and competitors boats only. The weight limit for the crane is 3 tonnes. All strops/slings used on the crane must have a valid strop test certificate; on no account may the crane be operated with strops/slings that are not correctly tested and approved. The Club has sets of strops and slings which have been correctly certified.
  - ii. Under no circumstances must anyone work underneath a boat secured only by the sling or strops. The boat must be propped to prevent injury should the sling or strop fail.
  - iii. The crane may only be operated by the bosuns or by members who have attended and passed appropriate training sessions; operation is at their risk. A list of qualified users will be kept by the Sailing office, only those members may use the crane unsupervised. Other members and competitors can book the facility through the Sailing Office but may not operate the crane. The Crane key will be held by the duty bosun or, outside the bosuns' hours of duty, by reception. It will be issued to authorized users upon request and must be returned immediately after the launch or lift; any damage or loss will be the liability of the person to whom the key was issued. Other than the authorized user all other persons must keep clear whilst the crane is in operation. Non-members are not insured to use the crane.
  - iv. Boats must not be left unattended underneath the crane and must leave this pontoon if the crane is in use.

- v. The Club has a power washer for the use of members. This must be booked with the bosuns and must not be used by anyone under the age of 18.
- p. Members' Tenders And Inflatables
  - i. All types of tenders, inflatables etc. are required to have a permit, issued by the Sailing Secretary, and to pay a fee for their storage on Club premises. The permit should be displayed on the inner transom together with the name of the Member's yacht where applicable. Only one permit per Member is allowed. Permits will be issued on a first come first served basis. Unidentified tenders may be removed.
  - ii. Inflatables and Sailing Dinghies must be kept in the racks or storage areas provided when not in use.
  - iii. Outboard motors are not to be stored at the Club and must not be left on dinghies afloat at the Club for more than short periods.
  - iv. Members may not chain or lock their tenders to the pontoon. A painter of at least 4.5m (15 ft) must be used in order not to restrict access.
- q. Abandoned Boats And/Or Trailers
  - i. If at any time, any fees payable to the Club by any Member or former Member (whether by way of arrears of subscription or facilities fees, dinghy park fees, berthing fees or otherwise) shall be one month or more in arrears and/or a boat and/or trailer the property of a Member or former Member remains upon the Club premises one month or more after the Club has given the Member or former Member notice to remove the vessel then the Member or former Member shall remove the boat and/or trailer from the Club immediately. If the Member or former Member fails to remove the boat and/or trailer then the Committee may:-
  - ii. Move the boat and/or trailer to any part of the Club premises without being liable for any loss or damage to the vessel howsoever caused;
  - iii. Give three months' notice in writing by registered post to the Member or former Member at their last known address as shown in the Club records.
  - iv. Register and thereafter sell the boat and/or trailer and deduct any monies due to the Club from the net proceeds of sale before accounting for the balance (if any) to the Member or former Member.
  - v. Alternatively, if the boat and/or trailer is unsaleable, after giving notice in writing as aforesaid, dispose of the boat and/or trailer in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the Club by the Member or former Member
  - vi. The Club reserves the right to charge storage for the boat and/or trailer until such time as the owner collects the boat and/or trailer or until notice has been served under Bye-law 20.17.3 above PROVIDED ALWAYS THAT proper evidence is available to show that all reasonable steps have been taken to trace a Member or former Member and that, when and if the boat and/or trailer is sold, if the Club is unable to account to the Member or former Member for the balance of the proceeds of sale pursuant to the above then the balance of the proceeds of sale 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.

- vii. In addition to the above, the Club shall at all times have a lien over Members' or former Members' boats and/or trailers belonging to Members or former Members parked on the Club's premises or other property in respect of all monies due to the Club, whether in respect of arrears of Fees or otherwise and shall be entitled to retain possession of the boat and/or trailer and/or any other property until such time as all monies due to the Club have been paid in full.

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