

# HOBSONS BAY YACHT CLUB

---

(INCORPORATED IN VICTORIA)  
A0013638V



ESTABLISHED 1888



## BY-LAWS

17 OCT 2022

## INDEX

1. PREAMBLE.....	3
2. DEFINITIONS .....	3
3. SUB COMMITTEES OF THE CLUB .....	4
4. CLUB AND YARD MANAGERS.....	4
5. GENERAL .....	4
6. MEMBERS' GUESTS.....	5
7. OCCUPATIONAL HEALTH AND SAFETY .....	5
8. CHILD SAFETY AND WORKING WITH CHILDREN.....	6
9. ROOM USAGE .....	6
10. BAR AND ALCOHOL.....	6
11. FOOD PREPARATION AND CONSUMPTION .....	6
12. CAR PARKING .....	7
13. YACHT REGISTER .....	7
14. CONDUCT OF RACES .....	8
15. YARD, SLIPPING, VESSEL MAINTENANCE AND CRADLES.....	8
16. CONTRACTORS.....	9
17. UNATTENDED VESSELS .....	10
18. LICENCES - MARINA PEN, HARDSTAND AREA, CLUB MOORING, DINGHY RACK AND LOCKER.....	10
19. HBYC MARINA PEN .....	13
20. HARDSTAND.....	14
21. CLUB MOORING .....	15
22. DINGHY RACK.....	15
23. LOCKERS.....	15
24. NOTICES AND NOTICEBOARDS .....	16
25. MEMBERS' PRIVACY.....	16
26. FEE FOR SERVICE OR COMMERCIAL OPERATIONS CONDUCTED USING CLUB PREMISES .....	16
27. FINANCIAL OPERATIONS.....	17
28. SCHEDULE OF CLUB POLICIES AND COMMITTEE RESPONSIBLE.....	17

# By-Laws of the Hobsons Bay Yacht Club Inc.

## 1. Preamble

Hobsons Bay Yacht Club Inc. (HBYC) is an incorporated association governed by the rules set out in three sets of documents.

These are the Hobsons Bay Yacht Club:

1. Constitution
2. By-Laws (this document)
3. Operational Policies

The overarching document is the HBYC Constitution. This provides the legal framework under Consumer Affairs Victoria and under which the club operates. Under the HBYC Constitution, the General Committee is empowered to make and amend By-Laws which are put in place to ensure the smooth operation of the club to the benefit of all members. Operational Policies have been developed for and approved by the General Committee to direct decision making by the General Committee, its subcommittees, and the officers, servants, members and volunteers of the club. The Operational Policies are given effect by reference to them in the By-Laws.

The HBYC Constitution, By-Laws and Operational Policies constitute the Rules of the Club and are to be read together.

## 2. Definitions

**Club** means Hobsons Bay Yacht Club Inc. (HBYC).

**Club Manager** means the person appointed in accordance with Clause 4, or any other person authorised by the General Committee to undertake any of the duties, functions and powers of the Club Manager.

**Vessel Facilities** includes a marina pen, hardstand area, the hardstand crane, club mooring, dinghy rack or locker.

**Club Premises** means all property leased or licenced for use by the Club from Parks Victoria, or owned by the Club.

**Yacht Register** means the Register of Yachts owned by Full Members of the Club.

**Full Member** means any member who is entitled to all the privileges of the Club.

**Northern Marina** refers to all areas of the club marina located to the north of Ferguson Street Pier.

**Ferguson Street Pier Marina** refers to the marina area located to the south of Ferguson Street Pier including landings but not including Ferguson Street Pier.

**HBYC Marina** means all marina areas including the Northern Marina and Ferguson Street Pier Marina.

**Licensee** means a Full Member who is granted a licence by the Club to occupy a Marina Pen, Hardstand Area, Dinghy Rack, Club Mooring or Locker.

**Rules of the Club** means the current version of the HBYC Constitution, By-Laws and Operational Policies of the Club as amended from time to time and published on the HBYC website.

### **3. Sub Committees of the Club**

Club operations and policy development shall be overseen by the following subcommittees under the authority of the General Committee:

1. Sailing Committee
2. House Committee
3. Finance Committee
4. Occupational Health and Safety Committee
5. Membership Development Committee
6. Social Committee

All subcommittees shall operate under Terms of Reference developed in consultation with the General Committee. All such Terms of Reference shall be approved by the General Committee.

Ad hoc working groups may be formed for specific purposes under the authority of the General Committee or subcommittees.

### **4. Club and Yard Managers**

The **Club Manager** is the person appointed by the General Committee to administer and execute the day to day affairs of the Club and enforce the HBYC Constitution, By-Laws and Operational Policies as delegated by the General Committee in each club year, or as determined by the General Committee from time to time. The Club Manager may delegate authority to execute nominated day to day affairs of the Club to a responsible servant, member or volunteer of the Club.

The **Yard Manager** is the person appointed by the General Committee to administer and execute the day to day operations of the yard and marinas and enforce the HBYC Constitution, By-Laws and Operational Policies as determined by the Club Manager from time to time. The Yard Manager reports to the Club Manager and may, with the approval of the Club Manager, delegate authority to execute nominated day to day operational duties to a responsible employee, member or volunteer of the Club.

### **5. General**

- a) Membership of HBYC is a privilege and carries with it a responsibility to uphold its reputation at every opportunity and not to engage in conduct that brings the Club and other members into disrepute or is contrary to the Constitution, By-Laws and Operational Policies of HBYC. Members, their guests and anyone who uses the club shall adhere to Code of Conduct, Schedule of Club Policies, Policy 1.
- b) Members using any Club property shall replace the same in its appointed position and shall be responsible for the loss thereof or any damage other than fair wear and tear. The cost of replacing or repairing such loss or damage shall be determined by the General Committee, whose decision shall be final.
- c) Before any Club property can be removed from Club premises, except in the case of an emergency, permission shall be obtained in writing from the Club Manager. Use of Club owned vessels for onwater activities meeting the purposes of the Club is exempt from this By-Law.
- d) Dogs are not permitted inside the Clubhouse, on the upper deck or in the BBQ area at any time and must be kept on a leash when on Club Premises.

- e) Naked Flames are prohibited except under conditions and in places approved by the General Committee. Stoves may only be used for cooking and heating water in the HBYC Marina or on Club moorings.
- f) Children shall at all times be supervised by their parents or guardians, and not left on their own while they are on any Club Premises, including the HBYC Marina.
- g) Members shall ensure that the gas is turned off from the Club barbecue and that the barbecue hot plates and surrounding areas are left clean after use.
- h) All external boundary gates and doors shall be kept locked at all times. Internal gates and doors may be left unlocked at times determined by the Club Manager. It is the responsibility of each servant, member or volunteer of the Club to ensure that external boundary gates and doors are kept locked at all times.
- i) Riding of bicycles, scooters and skateboards on Club Premises, including the HBYC Marina, is prohibited.
- j) A minimum of neat casual clothing, including shoes or sandals, shall be worn in the clubhouse at all times. No wet clothing or wet sailing gear is to be worn in the clubhouse.
- k) Footwear shall at all times be worn whilst on Club Premises.
- l) Other than in designated areas, smoking is prohibited in all Club buildings and on Club Premises west of the traverse pit.
- m) No vessel owner shall moor their vessel in the HBYC Marina or on a Club mooring, or occupy an area of the hardstand, a dinghy rack or a locker without permission of the Club Manager.

## **6. Members' Guests**

- a) A member may introduce one or more guests to the licensed areas of the Club by:
  - i. Ensuring that each guest's details are entered in the guest book or other record keeping facility provided for this purpose and
  - ii. Signing or endorsing each guest's entry with the member's name and Club membership number.
- b) Any member who fails to properly introduce guests may have their Club fob disabled at the discretion of the Club Manager.
- c) A guest shall only be introduced for a calendar day and the signing member shall be responsible for the conduct of the guest. If the member who signed in the guest leaves the Club Premises, the guest shall also leave.
- d) The Club Manager may examine the eligibility of any guest to be introduced to the licensed areas of the Club, or to remain in the licensed areas, and if the Club Manager determines that the guest is not eligible, the Club Manager shall require that guest to leave.
- e) No person shall be introduced as a guest to the licensed areas of the Club more than (12) twelve times in a membership year

## **7. Occupational Health and Safety**

- a) HBYC shall have an Occupational Health and Safety policy in compliance with the Occupational Health and Safety Act 2004 to promote safety for its servants, members,

guests or volunteers in accordance with the Rules of the Club.

- b) All servants, members, guests and volunteers of the Club shall conform to the provisions of Occupational Health and Safety Policy, Schedule of Club Policies, Policy 3.

## **8. Child Safety and Working with Children**

- a) HBYC is committed to child safety in accordance with the Rules of the Club.
- b) All servants, members, guests and volunteers of the Club shall conform to the Child Safety Policy, Schedule of Club Policies, Policy 2.

## **9. Room Usage**

- a) Rooms in the clubhouse may be booked for exclusive use at times as determined by the General Committee. All bookings shall be made with the approval of the Club Manager. A schedule of bookings shall be made available to members on request.
- b) The members' BBQ and lawn areas are not available for booking for exclusive use but may be available for larger gatherings outside normal bar hours subject to prior approval by the Club Manager.

## **10. Bar and Alcohol**

- a) No member is permitted to serve behind the bar unless authorised by the Club Manager, and the member is suitably qualified with a current RSA certificate.
- b) When the bar is open, members and guests shall not consume alcohol other than that which is purchased from the Club.
- c) Members and guests at private functions held at the Club shall only be permitted to consume alcohol supplied by the Club.

## **11. Food Preparation and Consumption**

- a) Members may make use of the kitchen at any time that it is not being used for catering for a Club or private function.
- b) The kitchen shall be left in a clean and tidy condition after use.
- c) Members who bring their own food into the Club shall ensure that, after its consumption, they remove any rubbish and leave the Club in a clean and tidy condition.
- d) Members shall not remove Club property from the kitchen other than for its use for food preparation and consumption in the clubhouse and BBQ area, and shall return the property to the kitchen in a clean and tidy condition.
- e) The kitchen is not to be used for any purpose other than for preparing food, or for the cleaning of food preparation and consumption related items and utensils.
- f) The Club shall abide by the Victorian Food Act 1984 and the Australia New Zealand Food Standards Code.
- g) Club activities involving food, including food preparation in the kitchen, shall be supervised by an accredited person with a minimum of a Food Safety Handling Level 1 certificate. The Food Safety Supervisor shall ensure that all servants, members and

volunteers who prepare and serve food as part of Club activities have the skills and knowledge to handle the food safely.

## **12. Car Parking**

- a) Cars may be parked in the Club car park under the following conditions:
  - i. Only Full Members are permitted to park in the Club carpark.
  - ii. Unless approved by the Club Manager, cars shall only be parked in the Club on a daily basis.
  - iii. Cars parked on Club Premises shall have a current Club carpark ticket which is clearly displayed at all times.
  - iv. Cars parked on Club Premises shall be parked within the marked lanes.
  - v. An emergency lane for vehicular access to the hardstand area through the eastern end of the carpark shall be left clear at all times.
  - vi. Longer-term parking for cars for members undertaking ocean races or extended cruising may be granted with prior approval from the Club Manager. If cars are to remain in the carpark longer than two consecutive days a spare key for use in an emergency shall be left in the office.
  - vii. Cars shall not be parked in the traverse pit between the hours of 8:00am and 5:00pm, Monday to Friday or when the yard is working.
  - viii. Cars may temporarily park in the traverse pit when the yard is not working provided the owner leaves the keys in the car in case the vehicle is required to be moved to allow access for other vehicles or emergency situations.
- b) Motorcycles shall be parked in the designated area behind the fence next to the front gate.
- c) The Club may set aside dedicated parking for specific purposes as required from time to time.
- d) The Club reserves the right to restrict parking on Club Premises at any time.

## **13. Yacht Register**

- a) Any vessel which satisfies the following standards, is eligible for admission to and may remain on the Club's Yacht Register:
  - i. Shall be owned by one or more Full Members of the Club.
  - ii. To be of a recognised class or professionally designed.
  - iii. To be constructed to a standard not less than the designer's requirements.
  - iv. To be regularly and well maintained.
  - v. To be basically seaworthy complying with the following definitions:
    - a. It shall be free of rot or deterioration, broken or damaged structural members, and shall be sound in mast, spars and rigging.
    - b. Machinery installation(s) shall be effective for their purpose and the vessel should be so fitted as to comply with minimum Australia Sailing and Marine Safety Victoria safety regulations.
- b) Admittance to the Yacht Register does not automatically mean that all Club facilities are

available for use by that vessel.

- c) Vessels which use Club facilities shall comply with the limits specified within Yard and Slipping Policy, Schedule of Club Policies, Policy 7. Vessels deemed to be close to or in excess of the facility limits will be required to certify that they comply with the applicable policies prior to using those facilities. The facilities for which certification may be required include but are not limited to:
  - i) Slipway, yard storage and cradles.
  - ii) Marina pen.
  - iii) Hardstand area.
  - iv) Club moorings.
- d) Yachts on the Yacht Register shall display the letter "H" and numbers issued by the Club on their sails and transom.
- e) The letter "H" and Club issued numbers shall be removed from all sails and transom when a vessel is no longer on the Yacht Register.
- f) A current and favourable Certificate of Survey issued by a recognised qualified marine surveyor is acceptable as proof of sound construction and condition.
- g) Acceptance of vessels on to the Yacht Register shall be by recommendation of the Sailing Committee and approved by the General Committee.

## **14. Conduct of Races**

- a) All yacht races controlled by the Club shall be sailed and conducted in accordance with the requirements of Marine Safety Victoria, the sailing regulations of Australian Sailing and the then current Hobsons Bay Yacht Club Sailing Instructions. The Sailing Committee shall be responsible for the conduct of all races and the enforcement of this rule.
- b) The method of handicapping for races shall be determined by the Sailing Committee at the start of each season. The Club Handicapper shall be appointed by the Sailing Committee.

5. *All races shall be conducted to all safety requirements as stated in the Boating Activities Events Risk Assessment (Appendix 1) set out in the Occupational Health and Environmental Protection (OH&S) Policy”*

## **15. Yard, Slipping, Vessel Maintenance and Cradles**

- a) All yard activity shall be administered by the Yard Manager under direction of the Club Manager. All servants, members, and volunteers of the Club, and servants of members of the Club shall comply with the Yard and Slipping Policy, Schedule of Club Policies, Policy 7.
- b) Slipway and yard limits:
  - i. Maximum total vessel weight of 10 tonne.
  - ii. Maximum vessel beam of 4 metres.
  - iii. Maximum overall vessel length of 13 metres.
- c) No vessel shall be brought into Club Premises without a duly completed and signed application form and subsequent permission being obtained from the Club Manager.



- d) Vessels shall only be slipped by the Yard Manager or persons authorised by the Yard Manager.
- e) The Club is not responsible for any damage to or loss from a vessel during slipping or while in the yard.
- f) Non-Club registered vessels will only be slipped under conditions determined from time to time by the Club Manager after consultation with the Yard Manager and if the vessel complies with the following conditions:
  - i. Vessels shall comply with the slipway and yard limits.
  - ii. Vessels applying for admission to the Yacht Register and requiring only minor repairs or modifications to be made to meet the standards set for admission to the register will be allowed up to five weeks in the yard. Any additional time will only be granted on authority of the Club Manager.
  - iii. Prior to slipping all vessels shall provide the Club proof of Public Liability and Third Party Property insurance of a minimum of ten million dollars (\$10,000,000) for their vessel.
- g) Vessel owner/s shall comply with the Rules of the Club while the vessel is on Club Premises.
- h) The Club retains the right to return any vessel to the water that has exceeded its time limit. Any costs incurred in the application of this Rule shall be at the owner's expense.

## **16. Contractors**

- a) Before being permitted to provide services for the Club, or for vessels in the marina, hardstand or yard, all contractors shall:
  - i. Undergo the appropriate Induction to be carried out by the Club Manager, Yard Manager or delegate.
  - ii. Demonstrate to the Club Manager or delegate that they have adequate and suitable insurance cover for the type of work they undertake and which indemnifies themselves and the Club from all claims.
  - iii. Comply with the provisions of Occupational Health and Safety Policy, Schedule of Club Policies, Policy 3.

## **17. Unattended vessels**

No vessel shall be left unattended at the jetty adjacent to the slipway, adjacent to the hardstand, slipway jetty, launching ramp or pontoon. No vessel shall remain overnight alongside the slipway jetty. Exceptions may be made in the event of an emergency or with approval of the Club or Yard Manager

## **18. Licenses - Marina Pen, Hardstand Area, Club Mooring, Dinghy Rack and Locker**

### **a) General**

Full Members may be granted a licence to occupy a marina pen, hardstand area, Club mooring, dinghy rack or locker. All licences are issued by the Club and approved by the Club Manager in consultation with the Yard Manager. All licences are granted under the terms stated in the written Licence Agreement and the following conditions:

- i. The Club reserves the right to grant or refuse any licence.
- ii. A licence granted to an owner of a vessel to occupy a HBYC marina pen, hardstand area, Club mooring, dinghy rack or locker is not transferable. Licensees shall not permit the use of the licensed facility by any third party or vessel without the permission of the Club Manager.
- iii. Marina pen, hardstand area, Club mooring, dinghy rack and locker licences shall be allocated according to the applicable policies. (see Marina and Hardstand Policy, Schedule of Club Policies, Policy 5 and Yard and Slipping Policy, Schedule of Club Policies, Policy 6).
- iv. Licences shall only be granted to owners of vessels where the vessel occupying the marina pen, hardstand area or club mooring is named on the licence and is listed on the Yacht Register.
- v. The licensee of a marina pen, hardstand area, club mooring or dinghy rack shall be the legal owner of the vessel and shall be named on all documentation, including boat insurance and registration pertaining to that vessel.
- vi. A licence shall be granted for a period of up to one year commencing on the 1 October each year and paid in advance on a monthly, quarterly, six monthly or annual basis or as determined by the General Committee. Licences may be renewed annually. Full payment of the fees and charges when they are due, and the submission of the supporting documentation required by these By-Laws, is required in order to maintain a valid licence.
- vii. The Club shall endeavour to permit the licensee to have the use of the licensed marina pen, hardstand area, club mooring, dinghy rack or locker free from interruption during the term granted. Notwithstanding the conditions of any licence, the Club shall be under no responsibility to the licensee. The licensee shall have no claim for compensation or repayment of the said rent or any part thereof in the event of the licensee being unable to use the licensed marina pen, hardstand area, club mooring, dinghy rack or locker for any reason not reasonably within the control of the Club.
- viii. The Club does not guarantee the continuity of any licence and reserves the right at any time to permanently or temporarily terminate any licence.

- ix. With seven days notice to the licensee, the Club may move any vessel to another marina pen, hardstand area, club mooring or dinghy rack at the members' risk. To prevent substantial damage to any property, in an emergency the Club may move any vessel without notice.
  - x. In the event of any damage to another vessel being caused by a vessel occupying a HBYC marina pen, hardstand area or Club mooring or in the event of any damage being caused to any other vessel, the owner/s of the vessel shall forthwith report the same to the Yard Manager or Club Manager.
  - xi. A licensee whose licence has expired or has been terminated in accordance with Clauses 18(a)(xii) or 18(a)(xiii) shall remove any occupying vessel from the HBYC marina, hardstand area, Club mooring or dinghy rack as soon as practicable, or within 7 days. In the event the vessel is not so removed, the Club may, without prior notification to the licensee, and at the licensee's cost and risk, remove the vessel to another location.
  - xii. A licence shall be deemed to have terminated if the licensee ceases to be a member of the Club or breaks and continues to fail to rectify any breach of the Rules of the Club, for a period of fourteen days after receipt of a written rectification notice from the Club Manager.
  - xiii. The Club reserves the right to terminate a licence to occupy a HBYC marina pen, hardstand area, Club mooring or dinghy rack if in the opinion of the Club Manager the vessel:
    - a. is in a state of disrepair;
    - b. presents a danger to adjacent craft; or
    - c. is considered to be unused to such an extent that it fails to comply with the objects of the Club as set out in the Rules of the Club.
  - xiv. Upon the Club Manager giving written notice of termination of a licence, the relevant member shall forthwith have removed such vessel from the said HBYC marina pen, hardstand area, Club mooring or dinghy rack. In the event of the member failing to remove such vessel, the Club may remove the same and the occupier shall indemnify the Club, its servants, agents, employees and members for any damage occasioned to any such vessel as the result of such removal by the Club.
  - xv. A HBYC marina pen, hardstand area, Club mooring, dinghy rack or locker is deemed to be for the use of the licensee only, and may not be sub-let, or occupied by another person or vessel other than that nominated on the licence without permission of the Club Manager.
  - xvi. Full Members may make application to the Club for occupancy of a vacant HBYC marina pen, hardstand area, Club mooring, dinghy rack or locker on a temporary basis and pay the casual rate that may be charged for that occupation. All applicable Rules of the Club shall apply.
  - xvii. *The Club reserves the right to sub-let a marina pen, Hardstand Area, Club Mooring and Dinghy rack in the event that the current licensee vacates the marina pen, Hardstand Area, Club mooring and Dinghy for short periods of time.*
- b) Insurance and Indemnity
- i. Members are advised that the Club does not accept liability for damage to Yachts, personal property, and any goods, gear or machinery on Club Premises.

- ii. All members licensed to occupy Vessel Facilities are required to insure against: loss or damage of any kind to other persons or other privately owned property or Club owned property caused by the use of the privately owned property; any legal liability whatsoever for damage to property or personal injury to any person whomsoever caused by the use by the Member or any person of the privately owned property for an amount of not less than ten million dollars (\$10,000,000); and the costs of refloating/recovery/lifting a vessel. Written confirmation of insurance and applicable State or Federal registration shall be supplied to the Club at time of application or renewal of licence for a HBYC marina pen, hardstand area or Club mooring.
  - iii. To the extent permitted by law, the licensee will indemnify and keep indemnified at all times the Club, its servants, agents, employees, officers, members and volunteers against all actions, suits, debts or demands arising from the use of Vessel Facilities or Club Premises or participation in Club events or activities in any manner whatsoever, including but not limited to injury or loss to the licensee or the licensee's vessel, injury to any person arising from the use of the licensee's vessel or the boarding or alighting from that vessel.
  - iv. The licensee indemnifies and agrees to keep indemnified the Club, its servants, members and volunteers against any damage caused to him/her or to any property or person using the licensed dinghy rack or locker arising in any manner whatsoever from the use of the said licensed dinghy rack or locker or by the condition or lack of repair thereof.
- c) Use of a vessel
  - i. Licenses for HBYC marina pens and hardstand areas will be issued on the condition that the vessel will be actively used in Club sailing events, cruising events or other Club events including major sailing events run by other clubs. Participation as a member of the General Committee, sub committees and assisting with the administration and running of the club will be considered equally favorably in satisfying this condition of the licence.
  - ii. Owners of vessels that remain in HBYC marina pens for extended periods of time and where owners are not actively using the club facilities or engaged in club activities may have their licence terminated.
- d) Succession
  - i. In circumstances where a member dies and he/she is the sole holder of a licence, the Club may terminate the licence. However, the Club will give favourable consideration for the transfer of the licence to a family member who is a then current Full Member of the Club.
  - ii. Where a member dies and he or she is a member of a syndicate group, the Club shall consent to the transfer of the member's interest in the licence to other syndicate members.
  - iii. The Club shall also take into consideration matters to do with Probate in deciding if or when to terminate any licence.
- e) Syndicates
  - i. Where two or more individuals have a financial interest in a vessel applying for admission to or on the Yacht Register, for the purposes of the Rules of the Club,

ownership of the vessel shall be considered to be by syndicate.

- ii. Every member of a syndicate shall be a Full Member of HBYC.
  - iii. All members of a syndicate are jointly and severally responsible for compliance under the licence agreement, payment of licence fees and other monies payable to HBYC.
  - iv. A syndicate shall nominate one of its members to be the Nominated Member. The Nominated Member will have primary responsibility for all fees and charges and will be the primary contact member for all communications under the licence agreement with the Club.
  - v. The Club shall be advised of any change in the syndicate membership.
  - vi. The Club Manager shall approve any change in the membership of a syndicate. If the Club Manager does not approve a change in the membership of a syndicate, the licence agreement may be terminated by the Club on resolution of the General Committee.
- f) Sale of vessel
- i. Where ownership of a vessel passes to another member or syndicate, the Club will have deemed this to be a sale of the vessel and any applicable licence shall be terminated subject to Clause 18(f)(ii).
  - ii. Where a vessel is sold and the licensee intends to purchase another vessel the licence may be retained for up to 12 months on payment of the appropriate licence fee.
  - iii. If the licensee does not intend to purchase another vessel and the licence is terminated the fees for any remaining licence period shall be refunded by the Club. The licence shall not be transferred to the new owner of the vessel.

## **19. HBYC Marina Pen**

- a) Use and location in HBYC marina pens is limited by:
  - i. Suitability of the marina for a particular vessel.
  - ii. Maximum vessel gross weight of 12 tonnes.
  - iii. Maximum overall vessel length of 15.2 metres.
  - iv. Maximum vessel beam of 4.6 metres.
- b) All marina pens shall be allocated according to the Marina and Hardstand Policy, Schedule of Policies, Policy 6.
- c) Occupants of the HBYC marina shall keep their vessels in a seaworthy condition such that they do not become unsightly or dilapidated or reflect unfavourably upon the reputation and appearance of the HBYC marina. The owner of any vessel found to be in contravention of this By-Law will be required to vacate the HBYC marina and the applicable licence shall be terminated.
- d) Vessels within the HBYC marina shall be registered, identified, equipped and maintained to the standard required by law and safe practice. Particular attention shall be paid to the provision of adequate fire-fighting equipment.
- e) HBYC marina pen occupants shall ensure that no loose ropes float or obstruct adjacent pens in any way.
- f) Vessel owners shall not use their vessels for commercial purposes within or from HBYC

marinas or Club premises.

- g) A member is permitted casual residence on a vessel moored or berthed in the HBYC Marina but restricted to periods of not more than 30 nights in any 12-month period. Permanent residency is not permitted.

## **20. Hardstand**

- a) A licence granted to a Full Member to store a vessel in an allocated area on the hardstand shall include permission to utilise the hardstand crane for launching and recovery.
- b) All hardstand areas shall be allocated according to the Marina and Hardstand Policy, Schedule of Policies, Policy 6.
- c) Vessels shall be stored on the hardstand on a Club supplied cradle or an approved trailer. All trailers used for storage of vessels on the hardstand shall be approved by the Yard Manager for such purpose.
- d) Allocated positions for a hardstand cradle or trailer are not transferable.
- e) A vessel on a hardstand cradle or trailer shall only be stored in the position allocated by the Club. The Club reserves the right to change the allocated position at any time.
- f) Use and location in the hardstand is limited by:
  - i. Suitability of the hardstand area for a particular vessel.
  - ii. Maximum vessel gross weight of 3 tonnes.
  - iii. Maximum overall vessel length of 10 metres.
  - iv. Maximum vessel beam of 3.0 metres.
  - v. Maximum draft of 1.5 metres.
- c) Vessels on the hardstand area shall have permanent lifting points. The maintenance and security of the lifting points are the responsibility of the owner. The owner shall ensure that the load rating of the lifting equipment is capable of supporting the weight of the vessel being carried with a minimum safety margin of 50%.
- d) Slings may be used to attach the permanent lifting points on vessels to the hook on the hardstand crane. Under vessel slings are not permitted.
- e) All slings shall be rated at a minimum of 150% of the weight of the vessel being lifted. All slings shall be certified and the certificates shall be lodged with the Club prior to lifting any vessels.
- f) The slings shall be re certified at intervals not greater than two (2) years.
- g) Slings shall be replaced if damaged such that they no longer meet the required certification standard.
- h) People are not permitted to be on any vessel which is being lifted.
- i) The licensee shall be held responsible for the use of the hardstand crane. Only members authorised by the Yard Manager or his/her delegate are permitted to use the hardstand crane.
- j) Control lines shall be fitted to the bow and stern of the vessel to prevent it from swinging out of control.
- k) Persons shall not stand directly under the vessel being lifted or under the crane during lifting.
- l) One person only is to convey messages to the crane operator or helpers.

- m) The wheels of cradles and/or trailers located in the hardstand area shall be chocked at all times to prevent movement.
- n) The leg of any outboard motors projecting beyond the hull or transom of any vessel shall be made clearly visible with conspicuous contrasting material.
- o) Any hardstand cradle or trailer allocated an area on the hardstand that is not used for any period that the Club considers unreasonable may have that area re-allocated to another Full Member on a temporary or permanent basis.
- p) Upon the sale or disposal of a vessel that is allocated a hardstand cradle or trailer area, a Full Member shall remove the specified vessel within 14 days of such sale or disposal and inform the Yard Manager immediately thereafter.

## **21. Club Mooring**

- a) The Club may withdraw any such licence if satisfied that alterations have been made to such vessel or it has been allowed to get into such a state of disrepair or otherwise that in the opinion of the Club it is not suitable to be moored in such mooring.
- b) Temporary Club mooring occupancy may be available at times. Access may be granted, subject to the vessel owner having made application to the Club to occupy a vacant mooring. A rental at the applicable rate shall apply.
- c) Non-Club members may be granted temporary mooring occupancy at the discretion of the Club and may be charged at a rate to be determined by the Club.

## **22. Dinghy Rack**

- a) Dinghy racks shall only be licenced to Full Members who have vessels on a swing mooring.
- b) Dinghies must be clearly labelled with the primary vessel name and sail number, and stored and secured as directed by the Club Manager.
- c) All dinghies shall conspicuously display the licence allocation sticker which is supplied by the Club on the commencement and renewal of the applicable dinghy rack licence.
- d) A member shall remove their dinghy from the dinghy rack if their primary vessel is permanently in a HBYC marina pen or on the hardstand.

## **23. Lockers**

- a) Lockers shall only be licensed to owners of vessels listed on the Yacht Register subject to Clause 23(e).
- b) No licensee shall hold the licence to more than one locker.
- c) A locker may be shared by a maximum of two vessel owners. If a locker is shared, half the licence fee shall be charged.
- d) Licensees of lockers shall lodge a duplicate of their current locker key with the Club Manager.
- e) If a locker is vacant, the Club Manager may approve the granting of a licence for a locker to a contractor under the condition that contractor's operations are relevant to the purposes of the Club and are of direct benefit to its members. Such a lease shall be for a period of one year reviewed annually by the Club Manager.
- f) Flammable liquids, or items classified as dangerous goods, shall not be stored in any locker at any time. The Club retains the right to inspect any locker at any time and remove

and dispose of, at the licensee's expense, any flammable liquids, or items classified as dangerous goods.

## **24. Notices and Noticeboards**

All notices placed on Club noticeboards by members require prior approval from the Club Manager and may be removed by the Club at any time.

## **25. Members' Privacy**

- a) The Club is committed to maintaining the privacy and accuracy of members' personal information and protecting the information it holds from loss, misuse, unauthorised access, alteration and destruction. The Club, its servants, members and volunteers shall not disclose, sell, rent or trade personal information of members to any third party except as required by law.
- b) Members' personal information shall not be used for purposes other than that required to undertake the normal operations of the Club.

## **26. Fee for Service or Commercial Operations Conducted Using Club Premises**

- a) Club servants, members or guests shall not solicit business from other Club members by any means other than that which may be permitted by the Club Manager from time to time.
- b) Members may use the Club for incidental business activities, lunches and meetings.
- c) No member shall advertise or otherwise promote their business on the Club premises or make use of the Club premises as a business address or facility without the written permission of, and under conditions which may be specified by the Club Manager from time to time.
- d) No fee for service or commercial operation shall be conducted from the premises of the Club without written approval of the Club Manager. When considering approval, the Club Manager shall take the following into account:
  - i. The fee for service or commercial operation shall be relevant to the purposes of the Club and to its members.
  - ii. The fee for service or commercial operation shall be assessed against the level of service it provides to members.
- e) All persons or organisations using Club facilities on a fee for service or commercial basis shall have the necessary certifications, qualifications and insurances for the work which is being carried out.
- f) Approval for the conduct of such operations shall be renewable annually.
- g) All applications for renewal shall be approved by the Club Manager.
- h) All approved fee for service or commercial operations being conducted from HBYC premises shall comply with all relevant Rules of the Club in force at the time.
- i) All approvals for business activity granted by the Club Manager shall be reported to the General Committee.



## 27. Financial Operations

Day to day Club financial operations shall be conducted as per the Financial Operations Policy, Schedule of Club Policies, Policy 5.

## 28. Schedule of Club Policies and Committee Responsible

All policies shall be developed and maintained by the Responsible Committee in consultation with the General Committee, Club and Yard Managers as appropriate, and be approved by the General Committee.

<b>Policy No</b>	<b>Policy</b>	<b>Committee Responsible for Policy Development and Maintenance</b>
1	Code of Conduct	General Committee
2	Child Safety Policy	Occupational Health and Safety Committee
3	Occupational Health and Safety Policy	Occupational Health and Safety Committee (on and off water)
4	Financial Operations Policy	Finance Committee
5	Marina and Hardstand Policy	House Committee Sailing Committee
6	Yard and Slipping Policy	House Committee

By-Laws Approved by the HBYC General Committee

Date.....17 October 22.....