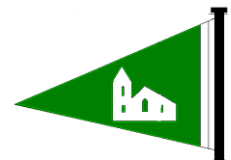


Lower Halstow Yacht Club



Byelaws



CLUB BYE-LAWS

Members are expected to observe the byelaws of Southern Water, Peel Ports Limited, the Harbourmaster, and any relevant Local Authority byelaws.

THE CLUB SITE

The Club shall be responsible for keeping the Club Site in a clean and tidy condition. This shall be done principally (but not exclusively) by 'Work Parties' scheduled by the club from time to time, typically one weekend in May and a second in October.

1. **Work Parties:** An additional subscription shall be levied on any member who does not attend a minimum of two of the four work party days during the calendar year at a rate set out in the Club's fee schedule published on the website. A member may nominate a proxy to attend on their behalf or may, with the agreement of the Committee, attend the club on another date to carry out an agreed task in lieu of attendance on one of the designated days. The Committee will consider any extenuating circumstances that may prohibit a member's attendance, and their decision will be final. The additional subscription incurred will be added to the following years subscription.
2. **Bait digging:** by L.H.Y.C. members is strictly forbidden on any part of the foreshore and adjacent mud-flats belonging to our landlord, Mr. MOULAND, under penalty of expulsion from the Club. Mr. MOULAND has legal rights over land extending a considerable distance out into the creek. Bait-digging disfigures the foreshore and creates soft spots which are a hazard.
3. Adequate **sanitary accommodation** shall be provided and shall be maintained in strictly hygienic condition. Only such accommodation should be used for sanitary purposes.
4. The **Club Hut** must be left in a tidy condition. The last member to leave must ensure that the lights are turned off and the door locked.
5. **Children** under the age of fourteen years must be in the care of an adult at all times on the club premises.
6. **Dogs** must be kept under proper control at all times and not be allowed to run loose on the club site. At the request of another club member, dogs should be placed on a lead to prevent any danger or annoyance to members or their guests. Dogs must be fully under control and not disturb nesting birds. Dogs must be kept on a lead at all times while the tractor is operating, or boats are being moved by other vehicles in the yard. All dog mess must be cleared up and removed from site by the owner.
7. Members are only permitted to use the **area of land** allocated to the Club. Details of exact area will be supplied on request.

8. The **entrance gate** must be secured at all times. It is the responsibility of the last member to leave the club to ensure that the gate is padlocked. The last member to leave the site at any time must ensure that all club buildings and storage units are locked.
9. Members must take away and dispose of their own **rubbish**. Any property left on the club site by members without prior notification is removable at the committee's discretion.
10. **Vehicles and dinghies** to be parked tidily. Cars and trailers must not be left on the seawall.
11. Members are not allowed to transfer or loan, **property or equipment** belonging to the club, or to transfer the right of access to the Club Site, unless by the express consent of the Club Committee.
12. Regarding all **damage to property** which may occur in the following areas: - (a) on the Club site, (b) at the creek moorings (collision damage etc.), (c) whilst vessels are manoeuvring in the creek (collision damage etc.), OR to vessels belonging to Members and which may affect other owners: - The relevant details of such incidents must be reported to the Hon. Secretary or another Club Officer within 24 hours of the occurrence. In the event of such an occurrence, the club may request details of the member's insurance policy where this could be relevant, to facilitate discussion between the club's insurers and the member's insurers.

BRINGING A BOAT TO THE CLUB

13. If a member wishes to bring a **boat to keep at the club** of whatever size or type, this shall be subject to approval by the committee via email, and in advance of the arrival of the vessel. To determine suitability, the Committee may request recent photographs, a report on condition (written by the member or prospective member), and a warrant that insurance cover is in place. The following factors may be considered by the committee to determine suitability: - a) overall length, beam and draft of the vessel b) current condition and seaworthiness c) keel configuration and the implications for lifting ashore d) proposed storage method e.g. on a club or private mooring, wintering ashore, yard storage on a trailer etc e) powering of the vessel and fuel used f) any other factor which, in the opinion of the Committee, might make a vessel unsuitable to be kept at the club. Approval to bring any vessel to the club shall be entirely at the Committee's discretion and the onus is on the member to satisfy the Committee of its suitability.
14. It is a Member's responsibility to ensure that his **boat, gear, equipment** and any other property is safely stored, moored, chocked, shored-up, parked etc. and not likely to cause damage or injury to anyone or anything.
 - 14.1. It is the responsibility of each member to ensure that his vessel, including tender / dinghy, is in a **seaworthy condition**.
 - 14.2. If, in the Committee's opinion, any vessel at the club whether on a club mooring or on club premises is not seaworthy, the member shall be requested to provide a **remedial plan** for the Committee's consideration. If this is not produced, not approved, or not executed upon, the Committee shall give the member one month's written notice to remove the vessel from the club premises. Failure to remove the vessel shall result in the Committee applying storage charges at a reasonable commercial rate.
 - 14.3. The Committee may request a member to warrant that any vessel at the club is covered by an **insurance policy** providing, at a minimum, third party and public liability

insurance. This warrant is to be refreshed at each membership renewal for each vessel the member stores at the club, whether on a club mooring or ashore. Any member who provides such a warrant when no cover is in place shall be liable to forfeit their membership of the club with immediate effect. Failure to provide such warrant shall be grounds for the Committee to revoke permission for the vessel to be kept at the Club and request its immediate removal. Failure to remove the vessel shall result in the Committee applying storage charges at a reasonable commercial rate.

14.4. The Committee may decide to bring any unseaworthy or uninsured **vessel ashore** at its discretion.

15. The club shall, at all times, have a lien over members or former members boats 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 of mooring fees or subscriptions. If it appears at any time any mooring, subscription or storage fee payable to the club by any member shall be three months or more in **arrears**, then: -

15.1. The Committee shall be entitled to **move a boat** to any part of the premises without being liable for any loss or damage to the boat however caused.

15.2. If no agreement is reached by negotiation, the Committee reserves the right to apply the Torts (interference with Goods) Act 1977 in order to facilitate sale and/or disposal of the vessel.

16. If, after the Club Committee have made reasonable efforts to obtain the co-operation of a Member whose vessel is deemed to be causing a nuisance to other Club members or their property, have failed, then the Club Committee will take measures **to remove the vessel** to a safe and properly designated mooring at the owner / Member's own risk.

17. Abandonment: Any item which is on the club site, the mooring area allocated to the club, or any area within the boundaries of the land rented to the club and in the opinion of the committee appears neglected or unused, or uncollected by former members may be classified as **abandoned**. Abandoned items may be charged weekly at a rate set by the committee.

ON THE WATER

18) Any person **rendering assistance** to a boat either afloat or ashore, that is in danger, or liable to cause damage to, or caused by the said boat, shall not be liable for damage so caused, whether or not the owner is present. The owner is responsible for his own boat at all times in all circumstances and must make certain that he is adequately insured.

19) MEMBERS ARE EXPECTED TO BE AWARE OF THE CURRENT **COLREGs**. No water-skiing or speeding (3 knots max.) through the moorings.

PERMISSION TO BRING A BOAT ON THE FORESHORE

20) Request must be made to the Mooring Master by phone or email before the **foreshore or any jetty** is required, except in the case of an emergency, such as a boat being holed and in danger of sinking.

a) In **non-urgent cases**, initial authority may be given at the discretion of the Mooring Master, to allow the vessel to be laid alongside any jetty for a period not exceeding one calendar month in any one year, (January 1st - December 31st.).

- b) Extended and **additional periods** within that same year can only be approved by the Committee, and only if it is not to the disadvantage of other Members wishing to use any jetty. Failure by the owner to remove his/her vessel from any jetty, upon the lapse of the approved period, may render the owner liable to weekly financial penalties, and the vessel's ultimate removal under byelaw 16 above.
- c) In the case of an **emergency**, the Mooring Master should be notified as soon as possible after the damaged craft has been beached or laid alongside.
- d) The use of any **scrubbing hard** will be subject of a request by the Member, to the Mooring Master 7 days before its' intended use by that member, or, between tides, with less notice, subject to notification to the Mooring Master.
- e) Any **limitations** as to the use and management of the scrubbing hard will be the responsibility of the Committee.

ANNUAL LIFT OUT/IN AND STORAGE ASHORE

- 21) Vessels when not kept on a mooring, may be **stored ashore** at the standard rate for that vessel, for up to 26 weeks in a year, defined as September 1st to August 31st, with a maximum of 26 weeks for any continuous storage period.
- a) When a vessel **exceeds 26 weeks** ashore, the charge for the first four weeks shall be four times that boat's standard rate. After this, any subsequent storage ashore will be charged at ten times that boat's standard rate.
 - b) In the event of failure to pay **arrears**, the member's membership of the club be terminated under clause 6 of the Club's Constitution, & where necessary proceedings under byelaws 16-18 shall commence if the vessel is not removed from site or returned to the water. The committee may consider appeals against charges in exceptional circumstances.
 - c) If a vessel **remains on the foreshore**, jetties, or scrubbing areas in breach of byelaw 23 of the club constitution, that period, shall be part of that vessels period ashore.
 - d) **Launch & recovery dates** shall be arranged with the yard master in advance. This includes those vessels using their own launch & recovery systems. If notification to come ashore is not given, the period ashore will commence on the first day of the month that the boat is seen to be ashore.
 - e) Members who require use of club equipment for movements of vessels, in and out of the water, or about the storage area will **comply with arrangements & charges** set by the committee, which may be subject to change. Every Member shall ensure club dinghy trolleys are secured after use.
 - f) Storage, Launch, Recovery & Mooring **fees may be varied** as required at the discretion of the committee.
 - g) Permission to **store any craft or sundry item** on site, will be sought from and be at the discretion of the yard master. All craft and sundry items will be stored in accordance with instructions given by the yard master. Only items which are subject to use or expected should be stored on site.
 - h) The yard master (or assistants) may **move a vessel in the yard** for any reason (for example to gain access to another vessel). In such event, the owner shall be advised by email and/or SMS, at least 24 hours before the move takes place, except in an emergency, for example when vessels are at risk of damage. The yard team shall respond constructively to any request or concern the owner may express prior to the advised time of the vessel movement.
 - i) No **outboards** belonging to members to be stored on the Club premises as these are liable to encourage forced entry to the premises.

- j) Each Member must keep his **boat, gear and allocated space** in a tidy and shipshape condition.
- k) All dinghies and trailers stored at the club shall be **clearly marked** with the member's club membership number.

22) Members **Residing Onsite**: Members may stay on the club premises overnight on a temporary basis only for a maximum of 21 days per calendar year whilst maintaining and/or repairing their boat on the club premises or foreshore. Any exception to this must be upon application and approval of the committee.

MAINTENANCE OF MOORINGS

23) Members renting club moorings need to be aware that it is a condition of the Club's insurance policy that **Club moorings are inspected annually**. Responsibility for this resides with the member renting the mooring – but because of the resulting liability to the club (and to the members as the club is unincorporated and has no limited liability) – the club needs to ensure that these inspections are carried out without fail.

24) The inspection should include all components of the mooring accessible above the riverbed. In the case of club moorings, where the condition is found to be unsatisfactory, it shall be reported to the mooring master promptly to enable repair. **Evidence for inspections and repairs** shall be provided to the Mooring Master by submitting dated digital photographs, if possible, showing the current condition and any repairs made. In the absence of photographs, a written description of condition and repairs carried out shall suffice. A members boat may not be lifted in to the water until such evidence has been provided, or if already on the mooring on 1st March of any year, the member shall have the choice to a) carry out the mooring check within 30 days if not already done b) book and pay for a lift out, boat to stay ashore until mooring has been checked c) move the boat off the unchecked mooring, for example to a club maintained mooring (see 25 below), and pay the additional cost specified in the Club's published price list.

25) The Club will undertake to provide a limited number of '**Club Maintained**' moorings. These will be available at additional cost to members. Members who fail to inspect their moorings as defined in 27 above, and provide the evidence specified, will **NOT** be eligible for a 'DIY' mooring at membership renewal the following year (commencing 1st March 2026 and every year thereafter), but will be obliged to take a 'club maintained' mooring and pay the additional cost. If the number of members in that position exceeds the number of 'club maintained' moorings available, there may be a delay to the lift-in date. If a member obliged to pay for a 'club maintained' mooring under this byelaw subsequently inspects and restores their previously designated club mooring prior to their lift-in date, the difference in cost between a 'club maintained' mooring and a 'DIY' mooring shall be refunded to them, provided the evidence for inspection and repair is satisfactory to the Mooring Master.

26) In the case of Club moorings, the club provides **all materials** from the sinker to the mooring buoy, inclusive. The member provides attachments from the mooring buoy to the boat.

27) Members using **private moorings** need to be aware that although it is a club requirement that moorings are checked annually, full liability for the consequences of any failure rest with the member and this should be recognised when purchasing insurance cover. The Club accepts no liability whatsoever for private moorings and will hold members fully liable for any incident caused by failure of such moorings. No club materials (chain, shackles, swivels etc) may be used to facilitate the maintenance of private moorings; however, materials may be purchased from the club by application the Mooring Master. Members holding private moorings are permitted to use the club raft to facilitate their maintenance.

