

HARBOUR BYLAWS OF THE CLUB

1 SCOPE AND AIM OF BYLAWS

The scope of these bylaws is limited to the Harbour facilities managed by The Club.

The aim of these bylaws is to provide a framework of parameters that facilitate members of The Club to enjoy and utilise the facilities available within limits set to safely encourage boating, anticipating and minimising conflicts of interest whilst maintaining a fair and flexible approach to all.

In setting out and maintaining these bylaws the Mooring Committee shall aim to assist members to achieve their goals within boating, but to avoid conflicts of interest this will also require the setting of restrictions.

2 AUTHORITY

2.1 The authority for change or addition to any of these bylaws is the Mooring Master or his representative. Changes will be promulgated as addenda to these Bylaws and incorporated in accordance with Rule 11.10 of the Rules of The Club.

2.2 The Mooring Committee will test the decisions of the Mooring Master to ensure a just, fair and sensible approach in all of his/her decisions. In the event of intractable disagreement between the Mooring Committee and the Mooring Master the issue shall be put to the General Committee for guidance.

2.3 The Mooring Committee, as named on the Mooring Committee Notice Board, are empowered to advise members if they are in breach of these bylaws and to request that members comply with these bylaws.

3 FACILITIES OFFERED

The harbour facilities offered by The Club shall be displayed on the Mooring Committee Notice Board within the clubhouse and on The Club WEB site.

4 RESTRICTIONS

*This section of the bylaws is necessary to define the acceptable limits on a number of topics. It is intended to ensure that all members have an equal opportunity to enjoy their boating without prejudicing the enjoyment of others. **If an issue has not been covered, this does not imply that it is therefore acceptable and in such cases the decision of the Mooring Committee will prevail**, subject to appeal through The Club Grievance Procedures.*

Members are expected to respect the reasons for these restrictions and not to exploit loopholes or gaps for selfish purposes.

4.1 The maximum size of boat that may be moored on moorings or berths managed by The Club is defined by the space available and the regulations in

force from external harbour authorities on behalf of whom The Club manages mooring facilities. The current constraints are:

- ❖ Wall Berth 9.5m loa
- ❖ Mud Berth 9.75m loa
- ❖ Deep Water Mooring (BAMC) By agreement of the Mooring Committee
- ❖ Deep Water Tender Mooring 4.5m loa

These constraints may vary as the harbour facilities are developed but changes will be subject to EGM ratification because the maximum boat length is defined in Rule 12.1 of the Rules of The Club.

4.2 Maximum speed within the creek is limited to 4 Knots through the water. This limits the disturbance caused by displacement wakes to a level unlikely to cause damage to other vessels.

4.3 Third Party Insurance Liability will be set from time to time and declared in Mooring Agreement renewal forms and posted on the WEB site and on the Mooring Committee Notice Board.

4.4 Unforeseen events and general flexibility make it sensible to make allowance for unauthorised use of facilities. However, the abuse of this allowance by any individual will invoke Sanction 1 and may result in withdrawal of the privilege for a time specified by the Mooring Committee. In all cases if the facility has been pre booked by another club member then the unauthorised use may not take place unless the affected members and the Mooring Master agree.

Facility	Mill end	
Compound Pontoon	Loading and unloading	1 hour / Mooring by prior agreement
	Slip end	
	Loading and unloading	1 hour / Mooring by prior agreement
Clubhouse Pontoon	Loading and unloading	1 Tide Mooring by prior agreement
Clubhouse Pontoon	(Hammer Head)	15 Minutes unload and Dinghy collection only
	Details on chalk board	
Scrubbing off berth		2 tide
Drying Wall		By agreement
Lifting Derrick berth		By agreement

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Visitor occupying a berth ¹	1 tide or BAMC
Borrowed mooring	BAMC
Equipment brought to compound	BAMC
Vessels on moorings other than the listed vessel	BAMC

4.4.1 Where a written request has been made to the Mooring Master and promulgated through the Mooring Committee the time allowed on any of these facilities will be at the discretion of the Mooring Committee.

4.5 The Mooring Master must approve new arrangements of mooring equipment before it is fitted. All refurbished and like for like replacement mooring equipment will be subject to approval, after fitting, by the Mooring Master.

4.6 A berth must be equipped with suitable mooring equipment prior to mooring any vessel upon it.

4.7 A mooring must have correctly maintained equipment, even if unused, or must be rendered unusable by the removal of the Mooring Holders own equipment.

4.8 Any member wishing to make use of an unused mooring shall apply in writing to the Mooring Master. If a suitable mooring for the stated vessel is available it will be offered to the member. The member must be prepared to vacate the mooring within 14 days of being asked to do so. It is not the responsibility of the Club to relocate the vessel.

4.9 If a mooring holder wishes to temporality make use of another members mooring (e.g. during winter lay-up) then providing no disruption is caused to either the mooring, other club vessels or equipment the Mooring Master can authorise the use of that mooring. The mooring must be vacated at the Mooring Holders request within 14 days of being asked to do so if the mooring is required for use of the vessel named in the Mooring Agreement for that Berth.

4.10 A mooring will only be offered if the vessel to be placed on the mooring is considered suitable by the Mooring Committee.

4.11 Non club tenders must not be left on club pontoons for more than a few hours.

¹* THE CLUB welcomes visitors; however our harbour facilities are restricted so visitors may only occupy a pontoon or free mooring for a short period 1 tide max. Visitors wishing to remain longer will be required to book their stay with the Mooring Master and pay a daily mooring fee. The daily visitor mooring fee shall be set by the Mooring Committee and displayed on the Mooring Committee Notice Board.

4.12 Members are normally permitted only one vessel moored within Eling Harbour on the moorings managed by The Club. In exceptional circumstances and upon application to and authorisation from the Mooring Committee members may be permitted a second mooring on a temporary and time defined basis. Priority will be given over members requiring a second mooring to those members without an allocated club mooring and who require a berth.

4.13 Application for summer storage of any type must be made in writing to the Mooring Master.

4.14 The Harbour is of limited space, so whilst mooring facilities are offered for mariners wishing to be active in boating, the use of the harbour for the long-term storage of inactive vessels is discouraged. Members with inactive vessels who have remained inactive for over twelve months without an agreed consent may be asked to remove their boats to either swinging or mud moorings and could be faced with the cancellation of their Mooring Agreement.

4.15 The Pontoons are primarily for embarkation and disembarkation purposes

The Compound Pontoon

May be used in exceptional circumstances for maintenance or unforeseen problems.(With the agreement of the Mooring Master)

The Clubhouse pontoon

Should be used for embarkation and disembarkation.
(With the agreement of the Mooring Master)

Hammer head (Clubhouse pontoon)

Picking up or returning club tenders.
(With the agreement of the Mooring Master)

Fin keel boats are not permitted to dry out on the club pontoons; they must use the berth to the left of the derrick berth (No'2 scrub off) or the derrick berth. (With the agreement of the Mooring Master).

Also see 4.4

4.16 Club tenders are provided for the use of members to access boats subject to an E S C mooring agreement within the creek

4.17 Any vessel belonging to a club member but not subject to an E S C mooring agreement will be regarded as a Visitor. (Exempted of charges See 4.4 *1) Prior permission should be obtained before mooring.

5 RESPONSIBILITIES

The responsibilities of The Club and of its members are declared below, but are an entirely voluntary undertaking, which shall not be regarded as enforceable through law; but which will be enforceable through club internal procedures.

5.1 RESPONSIBILITIES OF THE CLUB

5.1.1 The Mooring Master is responsible for the stewardship of the harbour facilities and as such is required to maximise the use of these resources to the benefit of the club as a whole. In exercising this duty the Mooring Master will:

- 1 Maintain a list of all Mooring Holders with details of their Mooring Agreement including any reserved rights that they may enjoy.
- ❖ Maintain a list of members wishing to use a mooring².
- ❖ Allocate the moorings in accordance with availability, suitability for the vessel involved and due regard to the members seniority, reserved rights and circumstances.
- ❖ Provide, on behalf of The Club, the base mooring equipment of:
 - Trot Piles
 - Trot wires
 - Mooring Chain
 - Deep Water Mooring buoys
- ❖ Hold, pending the allocation of a suitable mooring, all applications for Moorings that were made in writing to the Mooring Committee.
- ❖ Review mooring applications in strict chronological order from the date of the written application.³
- ❖ Authorise the use of club facilities to assist club members in achieving their boating goals
- ❖ Regularly assess the harbour resources available
- ❖ Regularly inspect the facilities available
- ❖ Organise work parties to achieve mooring/harbour tasks that the Mooring Committee have agreed.
- ❖ Manage the harbour resources to ensure that sufficient are available and if required suggest reorganisation of the resources and or moorings allocation to maintain sufficient resource availability.
- ❖ Carry out an annual inspection of all mooring equipment.

5.1.2 The Mooring Committee will:

- ❖ Ensure that such decisions as the Mooring Master makes are scrutinised for fairness and impartiality.
- ❖ Adjudicate upon applications for mooring facilities and promulgate subsequent offers.

² In addition to this list the Mooring Master will maintain the now closed Mooring Allocation Waiting List until such times as it has been finally withdrawn by consent of all members listed upon it.

³ The MAWL will be the first list consulted in any mooring allocation process.

⁴ Some members have reserved rights associated with their mooring allocation. Where a member has such rights these will be honoured and whilst a suggested move may be broached, no pressure will be applied to make the member comply.

- ❖ Decide if any suggested mooring reallocations are to be put forward to affected members and if such changes are to be voluntary or not.⁴
- ❖ Maintain a Mooring Committee Notice Board within the club house
- ❖ Assist the Mooring Master in organising work to maintain the harbour facilities
- ❖ Assist the Mooring Master in patrolling the harbour
- ❖ Assist the Mooring Master in any vessel handling necessitated by management of issues within the harbour.
- ❖ Log all accrued costs/charges and present these to the Membership Secretary in good time for the annual membership renewal billing round.
- ❖ Publish its meeting minutes on the Mooring Committee Notice Board and on The Club WEB site.

5.1.3 The Club will offer mooring agreements in chronological order of application on the recommendation of the Mooring Committee. The mooring can then be occupied after the Mooring Agreement has been accepted.

5.1.4 A member may decline an offer of a mooring and retain the same position in the chronological queue.⁵

5.1.5 The Club may re-allocate moorings at any time after the Mooring Master has consulted with affected members. A member has the right to appeal to the committee if he objects to the re-allocation. The Mooring Master may, in the interest of mooring holders, move endangered club member's vessels to other moorings. Reasonable efforts will be made to notify the owners of affected vessels.

5.1.6 The Mooring Agreement between The Club and Mooring Holders specifies details of the individual agreement but not the Terms and Conditions implied by the contract. These Terms and Conditions shall be displayed on the Mooring Committee Notice Board within the clubhouse.

5.1.7 Once a member has been allocated a mooring within the managed bounds of The Club, that member can reasonably expect to retain a suitable mooring excepting where:

- ❖ The member changes the vessel for one requiring different mooring arrangements, necessitating a new mooring agreement
- ❖ The member has failed to honour his/her part of the mooring agreement
- ❖ The member has ceased to be the owning partner in the vessel
- ❖ The member has neglected the vessel and left it inactive for a period of twelve months after receiving a warning letter from The Club.
- ❖ The member has become the subject of Sanction 4
- ❖ Other issues have forced The Club to reduce the number of moorings of the type

⁴ **Some** members have reserved rights associated with their mooring allocation. Where a member has such rights these will be honoured and whilst a suggested move may be broached, no pressure will be applied to make the member comply.

⁵ Members already recorded on the Mooring Allocation Waiting List (MAWL) will retain their position on this list until they accept a new mooring or voluntarily remove themselves from the MAWL.

5.2 RESPONSIBILITIES OF MEMBERS USING THE FACILITIES

Members undertake to:

- i) Comply with all reasonable instructions issued by the Mooring Master in exercising these Bylaws. However, should a member disagree with any instruction issued by the Mooring Master then the matter shall be resolved after written application to the Mooring Committee.
- ii) Equip their mooring with suitable mooring equipment within two weeks of the mooring being occupied.
- iii) Maintain their mooring and any equipment owned by them. This may include such items as:
 - (1) Pick up buoys
 - (2) Finder lines
 - (3) Piles to Wall Berths (BAMC)
 - (4) Walkways for Wall Berths (BAMC)
 - (5) Mooring Bed modifications (BAMC)
- iv) Not make significant changes to mooring equipment, mooring sites or structures erected on a mooring unless written application has been made to the Mooring Committee and approval obtained.
- v) Make requests for lift out and winter storage to the Mooring Master on the club lift out forms. *The cut off date for such applications will be displayed on the Mooring committee Notice Board. Priorities for lift out will be based on: availability of space, type of repairs, vessel construction, date the vessel was last lifted out accessibility to repair areas and repair equipment.*
- vi) Accept the costs of the removal of any of their property that has been stored on club premises without the agreement of the Mooring Committee. *The costs of this removal will be levied against the member and treated as an unpaid debt to The Club until paid in full.*
- vii) Ensure that their equipment is clearly marked either by their name or their vessel name. *Items stored ashore may be subject to removal unless marked so that their owner can be readily identified.*
- viii) Carry out the required reparations within six weeks of written notification of a condemned mooring. *The Mooring Master may, at the mooring holders request, organise reparation of the condemned mooring equipment for a pre-arranged fee. Failure to maintain adequate mooring equipment may result in the termination of the mooring agreement through Sanction 4.*

- ix)* Only bring or cause to be brought to the harbour, vessels that are within the size limitations set in the Bylaws unless covered by an established Mooring Exemption.
- x)* Secure tenders, dory's and other small vessels left unattended and moored for more than two tides only by a club lock and also tied for and aft if left on a mud mooring.
- xi)* Return and secure club water taxi tenders to the pontoon before leaving the harbour
- xii)* Mark tenders identifying the parent vessel
- xiii)* Keep tenders serviceable (afloat and bailed out) and moored in their designated position unless loading or unloading.
- xiv)* Not leave water hose or power cables from a quayside service post unattended, except in the pound area.
- xv)* Observe the speed restrictions within the Harbour
- xvi)* Observe the pollution restrictions set in the Regulations
- xvii)* Respect other member's property
- xviii)* Restrict the use of their vessel to social domestic and pleasure use and not to cause it to be used for hire or other commercial use or to be used for residential purposes.
- xix)* Report incidents involving damage to other vessels, in writing, to the Mooring Committee.
- xx)* Observe sensible safety standards
- xxi)* Maintain their vessel in a state that does not bring The Club into disrepute
- xxii)* Abide by these bylaws and any penalties placed upon them for misconduct.

6 OTHER ISSUES

6.1 Markings, posts and buoyage are not the responsibility of The Club and mariners are advised to make adequate provision for the safety of their own vessels.

6.2 Security within the creek is not guaranteed and members leave their property/equipment within the harbour facility entirely at their own risk. In particular vessels moored in locations that are accessible to the general public should be chained, to minimise the danger from someone untying the mooring lines.

6.3 Problem reporting on harbour or seamanship issues should be direct to the Mooring Committee and in writing.

6.4 Tender (water taxi) provision is limited to the micro boat pool. At busy times it is possible that all boats will be in use. In these circumstances members who are in possession of the micro boats should assist other members who may need to gain access to their vessels.

6.5 Foul ground about the creek is a problem. The channels are not suitable places to take the ground and members should take note of the obstructions for the safety of their own vessel.

6.6 The Club safety policy shall apply.

6.7 Acceptance of a wall mooring removes the member from the MAWL list.

7 SANCTIONS

7.1 Members must comply with reasonable instructions issued by Members of the Mooring Committee to apply these Bylaws. However, should a Member disagree with any instruction then the matter shall be resolved after written application to the Mooring Committee or a subsequent appeal via the Grievance Procedure.

7.2 The Mooring Committee have four sanctions by which they may enforce these bylaws. Members who refuse to abide by the sanction imposed will automatically be subject to Sanction 3.

- S1 Member required to explain his/her conduct to the Mooring Committee
- S2 Withdrawal of specified facilities for a limited time
- S3 Member referred to Flag Officers to explain conduct
- S4 Recommendation to General Committee that the members Mooring Agreement be rescinded.

Conduct worthy of sanction includes:

- ❖ Reckless seamanship within the Harbour
- ❖ Disregard of any of the restrictions, in a way that disadvantages another or other members
- ❖ Persistent disregard of restrictions
- ❖ Persistent or major disregard of Regulations