



The Poole Yacht Club

**THE  
POOLE YACHT  
CLUB**

**THE YACHT HAVEN  
NEW HARBOUR ROAD WEST  
HAMWORTHY  
POOLE  
DORSET  
BH15 4AQ**

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01202 674706 (BAR & CATERING)  
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**Website** [www.pooleyc.org.uk](http://www.pooleyc.org.uk)

## **Former Commodores**

1917 – 1948 Lt. Col. C. PIERCE  
1948 – 1955 N. H. HIBBS  
1955 – 1957 J.C.B. KITSON  
1957 – 1973 R.J. NEWTON  
1973 – 1976 E.W. CAKE  
1976 – 1978 R. BOWYER  
1978 – 1981 D.J. REEVES  
1981 – 1984 F.T.B. PAYNE  
1984 – 1987 R.W.A. CAKE  
1987 – 1990 G. LEE  
1990 – 1993 R.L. WATSON  
1993 – 1996 D.S. H. BENNETT  
1996 – 1997 S.R.F. WINCHCOMBE  
1997 – 2000 J. S. MACGREGOR  
2000 – 2002 D. E. PETERS  
2002 – 2005 P.C. HOPPER  
2005 – 2008 C.J. RAINBACK  
2008 – 2011 J.R. LEWIS  
2011 – 2014 L.E. THORNTON-GRIMES  
2014 – 2017 G.C. BARACLOUGH  
2017 - 2020 A.M. DAVIES  
2020 J.N. YONWIN

**THE  
POOLE YACHT  
CLUB  
2020**

**Commodore**

J. N. YONWIN

**Vice Commodore**

A. DEARY (Yard & Haven)

**Rear Commodore**

S. PHILBRICK (House)

MRS. T. LEE (Sailing)

**Honorary Treasurer**

MRS. K. MELLOR GIBSON

**Honorary Solicitor**

R.W.A. CAKE

**Sailing Secretary**

S. ROBINSON

**Asst. Sailing Secretary**

S. THOMPSON

**Social Secretary**

MRS. C.S. MABBORT

**General Manager**

M. FULTON

### **General Committee**

MRS. S. AGNEW, K. CROSS, T. EDOM,  
A.E. HOPLEY, B. SNELGROVE, J.D. WATERS, DR. C. PLAYFAIR

### **Committees**

The Flag Officers are ex-officio on all Committee and Sub-Committees.

The General Manager will attend as required.

#### *Sailing Management Committee*

Mrs. T. Lee (Rear Commodore), S. Robinson (Sailing Secretary),  
S. Thompson (Asst. Sailing Sec.), Mrs. S. Agnew, B. Snelgrove, Dep. Gen. Manager

#### *House, Bar and Catering Management Team*

S. Philbrick (Rear Commodore),  
A. Hopley, Social Sec. Mrs. C. Mabbort, Gen. Manager

#### *Yard & Haven Management Team*

A. Deary (Rear Commodore),  
K. Cross, J. Waters, Gen. Manager

#### *Membership*

T. Edom

#### *I.T.*

Dr. C. Playfair

#### *Trustees*

A. Bugden, R.W.A. Cake, R.P.J. Newton

#### *Electoral Sub-Committee*

One Flag Officer or Officer of the Club and any two Committee Members

#### *RYA Teaching Establishment Principal*

Miss K Macgregor

## Class Captains

P.Y.R.A.	James Walker
Cruisers (Capt.)	Matt Hitt
Cruisers (Vice Capt.)	Theresa Lawrence
Class I	Mark Titterington
Class IA	Brian Snelgrove
Class IB	Ian Aitken
Class II	Joe Cross
Class III	Andy Edwards
R.19	Peter Chaldecott
Ospreys	Chris Playfair
Y.W.D.B.	Natalie French
Handicap	Simon Philbrick
Mirror	Steve Bland
GP 14	Mike Jones
Optimist	James Clarke
Training Section	Sarah Agnew
Cruising Section	Iain Dickie
Classic Boat Section	Ken Wilding
Lasers	Stephen Ehrhart
Toppers	-
Hobie 16's	Sam Coombes

# **RULES**

## **THE POOLE YACHT CLUB**

### **NAME**

1. The name of the Club is “THE POOLE YACHT CLUB”

### **OBJECTS**

2. The objects for which the Club is formed are:-
  - a) To promote and encourage amateur boat sailing.
  - b) To encourage yacht racing.
  - c) To provide and maintain a Club house for the use of Club Members.
  - d) To provide sailing facilities and accommodation for the laying up, maintenance and repair of small craft belonging to members.

### **STATUS, AUDIT OF ACCOUNTS AND BORROWING POWERS**

3. The Club is a non-profit making organisation. All profits and surpluses will be used to maintain or improve the Club’s facilities. No profit or surplus will be distributed.
4. An account of all business transactions by the Club shall be regularly entered in proper books. Such accounts made up to the 30<sup>th</sup> September in each year with all necessary supporting vouchers shall be audited by a Chartered Accountant, who shall be appointed at each Annual General Meeting and a summary thereof shall be delivered to every member with the notice convening the next ensuing Annual General Meeting. A copy of the full accounts shall be supplied to any member upon request to the General Manager.
5. If, at any time, the Club in General Meeting shall pass a resolution authorising the General Committee to borrow money, this Committee shall thereupon be empowered to instruct the trustees to borrow for the purposes of the Club such amount of money either at one time or from time to time and at such rate of interest and in such form and manner and upon such security as shall be specified in such resolution and thereupon the Trustees shall, at the direction of the General Committee, make all such dispositions of the Club property, or any part thereof and enter into such agreements in relation thereto as this Committee may deem proper for giving security for such loans and interest. All members of the Club, whether voting on such resolutions or not and all persons becoming members of the Club after passing of such resolution, shall be deemed to have assented to the same as if they had voted in favour of such resolution.

### **THE TRUSTEES**

6. The property of the Club shall be vested in Trustees to be appointed by the General Committee. The Trustees shall deal with such property in accordance with the terms of the Trust Deed. The Trustees shall hold office until death or resignation, unless removed from office by a resolution of the General Committee.

### **DISSOLUTION**

7.
  - a) The Club may be dissolved by the consent of three-fourths of Full Members testified by their signatures to some instrument of dissolution.
  - b) In the event of such dissolution the assets of the Club, after its debts and liabilities have been discharged, shall be disposed of as may be determined at a Special General Meeting.
  - c) Only Full Members shall be entitled to any share of the assets of the Club upon its dissolution.
  - d) Any member who ceases to be a member of the club shall forfeit all right to and claim upon the assets of the Club subject to the Members’ rights under any Club debenture(s) which has not been repaid in full.

## **BURGEE AND ENSIGN**

8. a) The Club Burgee shall be white and bear the cross of St. George bordered with blue. The Club Badge shall be similar but bear additionally a Fir Cone in Gold at the centre of the Cross.
- b) The Flag Officers shall fly, in lieu of the burgee, broad pennants bearing the customary distinguishing marks of rank.
- c) Past Commodores shall fly, in lieu of the burgee, a square flag bearing the same markings and colours of the burgee.
- d) The Club Ensign is the Blue Ensign defaced with the Club Badge in the upper canton of fly, for which a warrant was granted in 1936.
- e) Members wishing to fly the Club Ensign must apply, through the General Manager, to the Minister of Defence for a warrant to do so.

## **CONSTITUTION**

9. The Membership of the Club shall consist of the following forms of Membership (wherein this Rule ages are specified the relevant date will be the 1<sup>st</sup> October in any year [this being the date upon which subscriptions fall due]):
  - a) Full Membership to consist of those members aged eighteen or over who have been nominated and elected to Full Membership.
  - b) Full Joint Membership to consist of the Full Member and his or her husband/wife or partner. The Nominated Member shall have voting, berthing rights and be eligible for committee membership provided all subscriptions and dues of both parties are fully up to date. On renewal of membership and in accordance with these rules the Nominated Member may choose upon writing to the General Manager to relinquish his or her nomination in favour of his or her husband, wife or partner; the New Nominated Member. This procedure to be known as 'Exchange of Nomination'. On an Exchange of Nomination, the New Nominated Member shall accrue the existing and future berthing rights, voting rights and the right to stand for committees. An 'Exchange of Nomination' may only be exercised once during their period of Full Joint Membership. On 'Exchange of Nomination' as above The New Nominated Member shall assume all rights and liabilities of the Nominated Member including periods of Full Membership and for the purpose of these rules and all Bye Laws any reference to Full Membership shall mean the New Nominated Member.
  - c) Senior Membership to consist of any Full Member who is sixty-five years of age and has thirty years of continuous Full Membership.
    - d) Senior Joint Membership to consist of any Full Member of sixty-five years of age that has thirty years of continuous Full Membership and his or her husband/wife or partner. The Nominated Member shall have voting, berthing rights and be eligible for committee membership provided all subscriptions and dues of both parties are fully up to date. On renewal of membership and in accordance with these rules the Nominated Member may choose upon writing to the General Manager to relinquish his or her nomination in favour of his or her husband, wife or partner; the New Nominated Member. This procedure to be known as 'Exchange of Nomination'.  
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  - e) Only Full Members, Senior Full Members and the designated Full member of the Joint Membership classes, as defined in paragraphs (a), (b), (c), and (d) above, shall have voting rights and accrue berthing rights. No other membership classes shall have voting rights or accrue berthing rights; other than those Youth members already in the process of acquiring berthing rights and those Overseas members who shall continue to have berthing rights.

- f) Overseas Membership to consist of any Full Member who moves to reside permanently outside the United Kingdom. Such members will retain continuous service but will have no berthing rights or accrue berthing rights until Full Membership is resumed.
- g) Junior Membership to consist of members between the ages of eight years and fifteen years provided their parents or guardians are Full or Associate Members. They will have no voting rights nor accrue years of membership for berthing rights.
- h) Youth Membership to consist of members between the ages of sixteen years and twenty-three years (this may be increased to twenty-five years upon application and approval of the General Committee). They will have no voting rights nor accrue years of membership for berthing rights.
- i) Associate Membership will consist of Members of eighteen years and over who are cruising or racing sailors, parents of Junior Members or husband/wife or partner of a deceased member. They will require a proposer and seconder or sponsor. They will have no voting rights or accrue years of membership for berthing rights. To progress to Full Membership an Associate Member would require an interview as per Rule 10b.
- j) Honorary Membership to consist of those members of distinction, or those who have rendered valuable service to the Club and who have been nominated and elected to Honorary Membership under the requirements of Rule 19.
- k) Temporary Membership to consist of those members admitted to membership under the provision of Rule 13.
  - l): Her Majesty's Services membership to consist of a serving member based at Hamworthy Base together with his or her husband, wife or partner and children under 8 years old who has been proposed by a Flag Officer. They will have no berthing or voting rights and pay such entry fee and subscription as is decided by the Committee from time to time.

#### **ELECTION TO MEMBERSHIP**

- 10. Except, as hereinafter specified the election to membership of the Club shall conform to the following procedure:
  - a) Every candidate for election to membership shall whenever practicable be duly proposed and seconded by two Full Members of the Club to both of whom the candidate is personally known.
  - b) Every candidate for election to membership shall be interviewed by an Electoral Sub-Committee except as otherwise provided by the General Committee.
- 11. The names of all candidates for election to membership shall be posted to the Club Notice Board for a period of not less than fourteen days prior to their consideration by the Electoral Sub-Committee.
- 12. a) Any member who is of the opinion that any proposed candidate would not be a desirable member shall report the fact, with the reasons, in writing to the General Manager, who shall lay the same before the General Committee.
  - b) The Electoral Sub-Committee shall make recommendations on the suitability of every candidate for election to membership to the General Committee in accordance with the requirements of Rule 10. Candidates for election to membership shall be balloted by the General Committee and shall be elected on a majority of the Committee Members then and there present.
- 13. a) A visiting yachtsman who is a member of a recognised Yacht Club may be admitted as a Temporary Member by a Flag Officer or by the General Manager or in the event of the foregoing not being immediately available then by any two Committee Members at their discretion for a period not exceeding 30 days in any one year.
  - b) A record of all such Temporary Members shall be kept by the General Manager and shall be available for inspection by all members.
  - c) No Temporary Member may stand for office or exercise the voting rights of Full membership.



- d) A Temporary Member, who is a yacht owner, and is admitted under Rule 13 (a), is liable for all sailing dues and fees incurred during the period of his temporary membership.
- e) A visiting yachtsman who is a member of a yacht club recognised by the R.Y.A. and with whom reciprocal relationship have been approved (list in year book) may, on production of his membership card be signed in by the General Manager or any Committee Member and be granted Temporary Membership without fee for a period not exceeding 48 hours.

14. No persons expelled from this Club or expelled from or suspended by any other recognised yacht club shall be proposed as a candidate for membership or make use of the Club Premises unless the special consent of the General Committee has been obtained to their being so proposed or so using the Club.
15. No member shall, except for specific work rendered at the request of the General Committee, on any pretence or in any manner receive any profit, salary or emoluments from the funds or transactions of the club.

### **VOTING RIGHTS**

16. Every member of the Club shall have the right to attend any General Meeting of the Club, but only Full Members shall have the right to vote thereat. No such member shall be entitled to vote at any such meeting unless all monies then due from him or her to the Club have been paid.

### **DUTIES OF AND COMMUNICATION WITH MEMBERS**

17. Every member shall be bound absolutely by the Rules and Bye-laws of the Club and any new Rules and Bye-laws subsequently made; moreover he or she shall accept the decision of the General Committee in relation to the interpretation of such Rules as final and binding upon him or her.
- 18a) Where in these rules or bye-laws a reference is made to "notice" "notify" or "distributed" such reference shall mean a notice, notification or distribution made by e-mail to a member's last known e-mail address and except as hereafter stated no postal notices will be sent or distributed to members BUT a member may apply to the General Manager personally or in writing to be exempted from this rule for bona fide reasons and if the General Manager or his Deputy agrees (whose decision shall be final if supported by a Flag Officer) then notices shall be given in writing to the member for collection or posting as agreed.
- 18b) Any member changing his or her postal and or e-mail address shall give notice in writing or e-mail to the General Manager of his or her new address within fourteen days. Otherwise all communications sent to the last known address shall be deemed to have been delivered to and received by such member.

### **HONORARY MEMBERS**

19. The General Committee is empowered to elect Honorary Members for such periods as they may determine subject to the following provisions:
- a) The election to Honorary Membership is to be by unanimous decision of this Committee.
- b) The total number of Honorary Members shall not exceed 5% of the total membership.
- c) Honorary Members shall enjoy such privileges of the Club as this Committee may from time to time determine but are not eligible to stand for office.
- d) Honorary Members shall not be eligible to exercise the voting rights of Full Membership.

### **ANNUAL SUBSCRIPTIONS AND ENTRANCE FEES**

20. a) The Annual Subscription for each category of membership shall be fixed annually by the General Committee. The rates shall be published by posting a notice on the Club notice board and a notice in writing shall be circulated to members. Provided, however, that if this Committee increases the Annual Subscription of any category of membership more than twenty per cent above the level of the preceding year, then such increase in subscription shall be subject to approval by members at the next Annual General Meeting.

- b) Subscriptions are due in advance on the first day of October annually. If such subscriptions are not paid by 1<sup>st</sup> November, membership shall cease with the proviso that the General Committee may in its absolute discretion re-instate a member on receipt of a satisfactory explanation in writing to the General Manager with the possible penalty of a part or full Entrance Fee being charged.
- c) Provided the General Committee gives written authority to one or more category of membership on or prior to the 1st September in any one year then the annual subscription for that category may be made by 10 equal monthly payments of 1/10 of the annual subscription by direct debit commencing on the 1st September that year and thereafter on the 1st of each month up to and including the 1st June. Each member so paying shall furnish the Office with all relevant bank details throughout the year and if any payment or request for bank details is not made or given at the appropriate time membership shall cease forthwith subject to the General Committees discretion and any penalty imposed; the General Committees decision being final in all respects.
21. A successful candidate for membership of the Club upon notification of election, shall remit the appropriate subscription (together with the entrance fee where applicable) to the General Manager within a period of twenty-eight days of the date of such notification, failing which his or her membership shall lapse.
22. An entrance fee if applicable will be charged at an amount that shall be decided from time to time by the General Committee.
23. a) An Overseas Member shall pay the current subscription for any year in which permanent residence is again taken up within the United Kingdom.  
b) A member elected during either of the months of August or September shall not be required to pay a further Annual Subscription until the second October following his or her election.
24. A member suspended under Rule 52 remains liable to pay the Annual Subscription.
25. Any persons ceasing to be a member of the Club shall forfeit all rights to and claims upon the assets of the Club.

#### **ANNUAL AND SPECIAL GENERAL MEETINGS**

26. a) A General Meeting of which at least thirty days' notice shall be posted on the Club Notice Board shall be held prior to the 31<sup>st</sup> March in each year at such time and place as the General Committee shall appoint. The business of such meeting shall be the election of the Officers, ordinary Members of the Committee and Auditors, the passing of the Accounts made up to the previous 30<sup>th</sup> day of September and any other business of which notice shall have been given to the General Manager.  
b) All propositions to be brought forward at any General Meeting shall be sent in writing to the General Manager, duly proposed and seconded by two full members at least twenty-eight clear days before the date of the meeting. All propositions so received shall be posted on the Club notice board and distributed to members at least twenty-five clear days before the date of the meeting.  
c) Any amendment to a proposition brought forward under this rule, shall be sent in writing to the General Manager, duly proposed and seconded by two full members at least fifteen days clear before the date of the meeting, otherwise no amendment will be considered. All amendments so received shall be posted on the Club notice board at least fourteen clear days before the date of the meeting.
27. Unless there shall be at least 100 Members present at the Annual General Meeting, the same shall stand adjourned sine die.
28. Notice in writing of any Special General Meeting and the object for which it is called, shall be sent by post to every Full Member and shall be posted by the General Manager on the Club notice board fourteen clear days before the date appointed for such meeting. Any amendment to a proposition brought forward under this rule must reach the General Manager in writing seven clear days before the meeting otherwise no amendment will be considered. Subject thereto, no other business except that for which the meeting has been convened shall be brought before such Special General Meeting.

29. The General Committee shall call a Special General Meeting either of its own volition or on written requisition of 100 members. Such meeting shall be held within 28 days after the call for or receipt of such requisition by the General Manager.
30. At a Special General Meeting, 100 shall form a quorum. No want of quorum occurring after the Chairman has opened the meeting shall make such meeting incompetent to transact business.
31. Any Special General Meeting may be adjourned by a majority vote to such date as shall subsequently be determined by the General Committee.
32. Every member entitled to vote shall have one vote and no more, except that, in case of equality of votes the Chairman shall have a second or casting vote.

#### **OFFICERS OF THE CLUB**

33. a) The Officers of the Club shall consist of:-
- i) Commodore, a Vice Commodore, two Rear Commodores who shall be Flag Officers.
  - ii) A Sailing Secretary, an Assistant Sailing Secretary, a Social Secretary, an Honorary Treasurer and an Honorary Solicitor.

#### **ELECTION OF OFFICERS AND GENERAL COMMITTEE OF THE CLUB**

34. At least thirty five days prior to the day appointed for the election, a notice shall be posted in the Club by the General Manager inviting the nomination of candidates for General Committee or as Officers of the Club.
35. The names of members willing to serve and of the members who propose and second them shall be entered on the Notice referred to in Rule 26 and all nominations shall be completed at least eighteen clear days before the Annual General Meeting.
36. a) No member shall be eligible for nomination as Flag Officer unless he or she has been a Full Member of the Club for the previous five consecutive years, and shall have served at least one three year term on the Committee.
- b) No member shall be eligible for nomination to membership of the Committee unless he or she shall be of at least two years standing as a Full Member.
- c) No candidate shall be eligible for election as an ordinary member of the General Committee if his or her election would reduce the number of boat owners on this Committee to below 75%.
37. a) All Officers shall retire annually but shall be eligible for re-election at the Annual General Meeting. The Office of Commodore shall be limited to a period of three consecutive years.
- b) Committee Members other than Officers shall hold office for a period of three years from the date of their election. After serving their third year of office such elected members shall retire, but nevertheless be eligible for re-election at the next ensuing or subsequent Annual General Meeting as the case may be.
- c) In the event of a vacancy occurring on the General Committee otherwise than by annual retirement by rotation, such vacancy shall be filled by electing a new member to this Committee. Such new Committee Member shall hold office for a period of time not exceeding the unexpired residue of the term of office of such retiring Committee Members so replaced by him or her.
- d) If, for any cause, the election of Officers and/or Committee Members at the Annual General Meeting shall be omitted or deferred, those holding office at the time of the Annual General Meeting shall remain in office until others are elected.
38. Each Full Member of the Club having paid his/her current subscription and all other monies due from them to the Club in full, shall have one vote for each vacancy and no such member shall give more than one vote to each candidate. Each such member shall be entitled, but not obliged, to vote for as many candidates as there are vacancies to be filled and no more. Those members entitled to vote may apply for permission for a postal vote. Such application must be received by the General

Manager at least eighteen clear days before the Annual General Meeting. All such applications will be approved by a sub-committee comprising of a Flag Officer and two General Committee Members, with no appeal. Members granted a vote will be responsible for ensuring that their papers are received by noon on the day before the AGM. All postal votes will remain confidential until the AGM vote is counted. There shall be no vote by proxy.

39. A ballot paper shall be deemed invalid if, in any contested election votes are cast on the ballot paper for more than a number equal to the number of vacancies.
40. The General Committee shall appoint three Scrutineers to carry out the Ballot under their direction, and the result of the Ballot shall be declared at the meeting. The number of votes for each candidate and the number of spoilt ballot papers shall be declared at the meeting. In the case of a tie between any two or more candidates, the names of such candidates shall be written on pieces of paper, which shall be folded and placed in a suitable container from which the Chairman of the Meeting shall draw as many names as there are vacancies to be filled. The members whose names are thus drawn shall be declared duly elected. No Officer of the Club, Member of the General Committee or candidate shall be appointed as Scrutineer.
41. Any casual vacancy occurring among the Officers and Committee Members may be filled by the General Committee, who may appoint a person to fill the office for such period as they think fit or to the next Annual General Meeting whichever shall be the shorter period. The person so appointed shall be treated as having been elected in accordance with Rules 34 to 40 inclusive. Any member shall vacate his or her office if suspended from membership or if he or she shall cease to be a member.

#### **THE GENERAL MANAGER**

42. The General Manager shall manage Club affairs and shall on all occasions in the execution of his/her duties act under the control and direction of the General Committee.

#### **DUTIES OF OFFICERS**

43. The Business of the Club at Formal Meetings, including Annual and Special General Meetings, Committee Meetings and the Forum, shall be conducted at all times consistent with the published Agenda in an efficient, business-like manner and on an ethical, fair and equitable basis for all members. The Commodore shall preside at all meetings of the Club and any meetings he may attend may in addition to his vote, have a casting vote.
44. In the absence of the Commodore, the Vice Commodore or Rear Commodore shall preside at any meeting of the Club and may, as in the case of the Commodore, exercise the privilege of a casting vote.
45. The Honorary Treasurer shall supervise the keeping of all books of account in such manner as the General Committee may from time to time direct.
46. The Sailing Secretaries shall in the execution of their respective offices act under the control and direction of the Sailing Committee.
47. The Social Secretary shall in the execution of his/her office act under the control and direction of the House, Bar and Catering Management Committee.

#### **THE GENERAL COMMITTEE**

48. The affairs of the Club shall be managed by a General Committee of Seven Members with the addition of the Commodore, Vice Commodore, Flag Officers and Social Secretary, Sailing Secretary, Assistant Sailing Secretary, the Honorary Treasurer and the Honorary Solicitor of the Club who shall have absolute control of the Club, its management, the election of members, the appointment and dismissal of employees, the supply of intoxicating liquor and other beverages and all other articles

and the regulation of its finances. Of this Committee so constituted at all times not less than 75% of its members shall be boat owners.

49. The General Committee shall meet at least once every two months for the general business of the Club and the election of members. All Club business shall be determined by the majority of the votes and if the votes are equal, the Chairman may have the casting vote. At Committee Meetings any six members form a quorum.
50. The Chairman and any two Members of the General Committee may require the General Manager to summon a Special Meeting of the Committee, whereof not less than 48 hours notice in writing shall be given to each Member of the Committee.
51. a) The General Committee may appoint such Sub-Committees as they may from time to time consider necessary and may delegate any powers to such Sub-Committees as they see fit.  
b) Decisions of Sub-Committees shall be confirmed by the full Committee before being put into operation unless such Sub-Committee shall have been given specific power to act.
52. a) The General Committee shall have power to enforce the Rules and Bye-Laws of the Club.  
b) The General Committee shall have power at any meeting to accept, reprimand, suspend, request to resign, or expel any member who infringes any Rule, or Bye-Law, or whose conduct in or out of the Club is, in their opinion, prejudicial to the interests of the Club: provided that at least seven days before such meeting such member shall have had notice thereof in writing and of the allegations made against him or her and that he or she shall at such meeting and before the passing of any resolution have had an opportunity of giving orally or in writing any explanation or defence he or she may think fit.  
c) Provided also that no member shall be suspended or expelled unless a resolution to that effect be passed by a majority of not less than two thirds of the General Committee Members then and there present. The decision of this Committee shall be final.  
d) An Officer of the Club and/or two Members of the General Committee shall have power to suspend a member temporarily until this Committee's final decision.
53. The General Committee shall have power to appoint pay and dismiss an employee as they may deem necessary and may at their discretion elect any employee as Honorary Member of the Club during his/her tenure of office, or for shorter time as they shall think fit.

#### **SAILING COMMITTEE**

54. The Sailing Affairs of the Club shall be managed by a Sailing Committee which shall consist of the Flag Officers, Sailing Secretaries and Committee Members appointed by the General Committee and such other members of the Club as may from time to time be appointed by the Sailing Committee. The Sailing Committee are the Organising Authority for Club Racing.

#### **YARD AND HAVEN MANAGEMENT**

55. The Yard and Haven shall be managed by a management team comprising the General Manager, a Flag Officer and a member of the General Committee and such other members of the Club as may from time to time be appointed by the General Committee.

#### **HOUSE, BAR AND CATERING MANAGEMENT**

56. The House, Bar & Catering shall be managed by a management team comprising the General Manager, a Flag Officer and a member of the General Committee and such other members of the Club as may from time to time be appointed by the General Committee.

#### **HOURS OF OPENING AND CLOSING**

57. a) The Club shall be open daily for such hours as the General Committee may decide.

b) The hours in which intoxicating liquor may be supplied in the Club to members shall be decided by the General Committee and shall be within the licensing hours for the district (or later as permitted by the Licensing Justices).

**SUPPLY OF LIQUOR (Subject to leave of Court)**

58. Intoxicating liquor may be supplied to members and their guests for consumption on the Club premises. Both members and their guests shall pay the appropriate charge as fixed by the General Committee. Intoxicating liquor for consumption off the premises may be supplied only to members.

There may be admitted to the premises of the Club:

a) persons other than members and their guests who are bona fide yachtsman and their crew who are registered as entries in the Club Series or special racing events prior to the commencement of such series or other special racing events.

b) all officials connected with such special racing events with prior approval of the General Committee.

c) bona fide visiting yachtsmen and their families and crew who by prior arrangements make use of berthing facilities on Club premises.

Provided that such admittance is limited strictly to such race, special event and visit, and subject to any conditions attached to the Registration Certificate for the Club premises, intoxicating liquor may be sold or supplied to them by, or on behalf, of the Club for consumption on the Club premises but not elsewhere. A record of all such visitors shall be kept by the General Manager.

**YACHTS ON HIRE**

59. No vessel which shall be used for trade or business, or for letting or hire, or for any other purpose than pleasure, shall be entitled to the benefits or privileges of the Club, provided always that this regulation is not intended to preclude any member from occasionally letting his vessel, up to a maximum of fifteen days per annum. Such letting shall be undertaken away from the Club premises.

**GUESTS**

60. a) Any member of the Club may introduce guests, up to a maximum number of eleven on any one occasion, provided that any such guests have not been excluded under the provisions of Rule 12 when a candidate for election or, having been a member of the Club, have been suspended or expelled for any reason. Such guests, whether introduced by one or more than one member of the Club during the year, shall not have the use of the Club's facilities including Clubhouse, Yard or Car Park on more than fifteen days during that year. The introducing member shall be responsible for ensuring that the behaviour of all guests is such as will be acceptable to the Members. The introducing member shall enter both the guest's and his or her own name in the book provided for that purpose.

b) Any such person intended as above may, with written approval of the Committee, and on payment of such fee as may be determined by the General Committee, be admitted as a Registered Partner of the said Member in which event, the said period of fifteen days may be extended up to a maximum of no more than fifty days during any one year.

c) Subject to the above, any member of the Club shall be entitled to arrange a private function in the Club on such terms and conditions as may be authorised by the General Committee, and to invite guests up to a number specified by this Committee, provided that in respect of any such private function the Member organising such function shall provide to the General Manager a list of the names of all such guests not less than 48 hours prior to such function.

d) Notwithstanding the above, the General Committee shall have power to suspend or restrict the right of members to introduce guests to any specific Club function.

## **MAKING OR ALTERING RULES**

61. No new Rule shall be made nor shall any Rules herein contained or hereafter made, be amended , altered or rescinded unless with the consent of a majority of the Members present and voting at a Special General Meeting called for that purpose, or at the Annual General Meeting and shall take immediate effect.
62. The General Committee shall have power to make, amend or rescind such Byelaws as they may from time to time think necessary for the management and regulation of the Club.
63. The posting of a notice in the Club shall be deemed sufficient intimation to the Members of any amendment, revision or issue of any Rule or Byelaw in accordance with these Rules.
64. Any case arising which is not provided for by these Rules or Byelaws of the Club shall be referred to the General Committee whose decision shall be final.

## **BYE-LAWS (General)**

### **1. CLUBHOUSE & PREMISES**

- a) No dogs are allowed in the clubhouse. Elsewhere on the premises dogs must be on a lead.
- b) No notice, advertisement, or petition of any sort or kind may be displayed on the Club premises without prior approval of the General Manager.
- c) No newspaper, periodical or book may be removed from the Club or be mutilated upon any pretext whatsoever without the prior permission of the General Manager.
- d) The Club, being registered under the Licensing Acts, may supply intoxicating liquor during the permitted hours. Such permitted hours shall be displayed on the Club Notice Board. Only alcohol, soft drinks and food purchased from the Club may be consumed in the Club Lounge, Restaurant or Balcony areas (subject to General Manager approval).
- e) All enclosed areas (including marquees) of The Poole Yacht Club (i.e. the Clubhouse and all other buildings), the Clubhouse Balconies, Lower Terrace, Roof Area or within a 10ft perimeter of the rest of the Clubhouse buildings are designated No Smoking Areas.
- f) If any member or visitor damages any Club property the member shall bear the cost of any repair or replacement.
- g) No one may fish in the Club area.
- h) Children below the age of 12 are not permitted in the Main Club Rooms after 22:00 hrs. Children must be supervised and under parental control at all times whilst in the Main Club Rooms and under no circumstances will they be allowed to sit at the bar.
- i) Persons under the age of eighteen years shall not be permitted to use the Snooker Table. Guests may only use the table at the invitation of a Member. Permitted hours of play shall be during bar opening times.
- j) Members or visitors shall be suitably attired when using the Club Lounge and may not enter the Club Lounge or Restaurant wearing sailing over gear. Hats may not be worn except on special occasions or for medical reasons. Sleeveless attire may not be worn by gentlemen and shorts must be tailored.
- k) All members' car registrations must be recorded with the Club Office.
- l) The Staff (other than Honorary Members) shall not be entertained by members or visitors in the Clubhouse and premises whilst they are on duty other than as may be necessary in connection with their employment.
- m) The use of mobile phones is prohibited in the Lounge and Restaurant areas.
- n) Members must abide by the decisions made by the Steward on duty.

2. **CLUB RESCUE BOATS/STAFF**

- a) Only authorised members of the Club and the Yard Staff are permitted to drive the Club Rescue Boats.
- b) The Duty Staff, whilst on duty, shall not be entertained by members or visitors either ashore or afloat under any circumstances.
- c) All craft tenders, dinghies, trolleys, trailers and cradles must be conspicuously named with either the name of the boat or the owner for identification purposes.
- d) No member may reprimand a member of the Club Staff. Any complaint against a member of staff must be made in writing to the General Manager.
- e) No presents or gratuities shall be given by any member to any member of the Club Staff.

3. **SALE OF BOATS**

Any member who sells a boat laid up or stored at the Club or on a Club Mooring to a person whether such a person is a member of the Club or not, must notify the General Manager in writing immediately. After the sale is completed no work may be done on such boat either by the Club Staff or by the Purchaser, or any person employed by him, without the consent of the General Manager, nor may the Purchaser enter or use the Club premises or any Club Mooring without such consent. The vendor shall be personally responsible to the Club for the payment of any expenses incurred by the Purchaser in connection with such boat (including storage and launching and slip fees) unless the Purchaser is a member of the Club.

4. **YARD FACILITIES**

- a) Only Full members may avail themselves of the facilities of the Club for storage, fitting out, repair, launching and hauling out of boat and shall make all arrangements through the General Manager.
- b) The rates of work undertaken by the Club Staff will be fixed by the General Committee, and a list of such charges will be held by the General Manager.
- c) No facilities will be provided or work undertaken on any boat purchased with a view to re-sale or hire of, for any person who is not a Full member.
- d) The General Manager may require the immediate removal from the Club Premises or any part thereof (including moorings) of any gear or craft which he considers to be a danger or nuisance to members or in any manner detrimental to the Club or the amenities thereof.
- e) The use of unattended electrical appliances aboard boats laid up in or upon the Club premises is forbidden, and all cables must be disconnected when not in use.

5. **CLUB HANDBOOK**

- a) The Club Handbook will be published annually as soon after the Annual General Meeting as is possible.
- b) Changes of address and boat ownership including any changes in rig must be notified in writing to the General Manager as soon as possible.
- c) The Names of all boats allocated berths or moorings, shall be listed in the handbook together with the owners names and addresses. The listing shall be in two parts: a list of boat names with sail numbers (if any), type of boat and owners name; a list of boat names alongside the members' name and address. Owners who do not have allocated berths or moorings, may apply annually to have one cruiser listed in the club handbook, the relevant details of which shall be given in the application. This application to be renewed annually.
- d) Members may opt out of these lists by request, in writing, to the Office, by the date of the A.G.M.



6. **RACE CONTROL TOWER**

Members are not permitted on the Gun Deck whilst racing is in progress unless invited by the Officer-of-the-Day to assist him with his duties.

7. **CAR PARKING / BOAT YARD**

Parking of vehicles in the yard is permitted only if space is available without interfering with access to and movement of boats. The approaches to slipways and launching ramps must be kept clear. No parking on yellow hatched lines between 08.00 – 17.30 and no parking on red hatched lines at any time. Service Lanes must always be kept clear. Vehicles parked in contravention of this byelaw will be asked to leave the premises.

All members' vehicle registrations must be recorded with the Club Office. Only members' vehicles can be accommodated unless prior permission has been obtained. Overnight parking in support of recognised sailing events, a member's boat being sailed, Club functions, Club sponsored activities and emergencies is permitted.

Should members vehicles be left on the premises overnight, the Office/Haven Office should be informed, and they should park as directed. If a vehicle is to be left in the yard for a week or longer, the Office should be informed in advance and members should park as directed; the Club must also be able to move the car in the case of an emergency. The Club reserves the right to charge a fee for any vehicle left on the premises without permission.

8. **INSURANCE**

Attention is drawn to the Club Bye-law that it is a condition of acceptance of an allocation for a mooring or yard space and use of all other Club facilities that ALL craft are insured for at least Third Party Risks to a minimum of £3,000,000.

The Club will not accept responsibility for personal accidents to members or visitors, nor is it responsible for damage or loss to their boats, gear or property, for whatever cause, whether on moorings, being launched, hauled out or on the Club's premises, except to the extent that such loss, theft or damage may be caused by the negligence or wilful act of the Club, or those for whom the Club is responsible.

## **BYE-LAWS**

### **GOVERNING THE ALLOCATION AND USE OF HAVEN BERTHS**

1. **BYE-LAWS**

These Byelaws are made by the General Committee of Poole Yacht Club and replace all other rules, bye-laws and instructions previously issued.

2. **OBJECT**

The purpose of these Bye-Laws is to maintain the orderly use and allocation of berths in the Haven/Yard and maintain a fair balance between type of craft in the Haven so that one particular type of craft does not predominate in any way contrary to the 1983 distribution of type of craft or to an extent thought contrary to members' interests by the General Committee from time to time.

3. **DEFINITIONS**

'The Haven' is any part of the Yacht Haven within the entrance from the Wareham Channel.

'The Yard' is any part of the dry land area adjoining the Haven and any other dry land area which the General Committee may from time to time utilise.

'A Berth' is a mooring berth attached to the five main pontoons 'A', 'B', 'C', 'D', 'F' together with 'E' and 'G'.

Pontoon 'G' adjacent to the West Bund wall and beneath the Race Control Tower is designated for use by R19 Class Boats and other craft as specified from time to time by the General Committee.

Pontoon 'E' adjacent to the West Bund wall is designated for use of Y.W. Dayboats, or other similar craft as from time to time specified by General Committee.

'Power Boat' is a boat whose primary source of motive power is one or more engines. Power craft which are designed for or used for racing will not be accepted.

'Berth Holder' is a FULL MEMBER (except for Pontoon 'E') licensed to occupy a berth for one year from 1<sup>st</sup> April until 31<sup>st</sup> March inclusive.

'Inside Slip' The slipway giving access to the Haven.

'Outside Slip' The slipway on the West side of the yard giving access to the Harbour.

4. **ALLOCATION OF BERTHS**

Berths will be let by an Annual Licence and will be allocated as follows:-

a) to berth holders from the previous year requiring the same sized berth.

b) All other applications for a berth (including those from berth holders changing their boat to one requiring a different size of berth) must be put on the waiting list appropriate to the size of boat, subject to availability and based upon the seniority of membership.

c) Applicants for a berth must apply to be put on the appropriate waiting list and pay a deposit to be held by the Club for 90 days before the application becomes eligible. The deposit will either be credited to the member against the berth fee when allocated or refunded to the member or his personal representative on request for removal from the list. No interest is payable on money so held by the Club.

d) Proof of ownership of a boat shall be provided to the Club before the allocation of a berth or yard space. Berths in the Haven will only be allocated for boats that are owned by full members.

5. **DIVISION OF BERTHS**

a) A member may only hold one berth in the Haven at any one time with special exceptions as may from time to time be defined by the General Committee (e.g. members who on 01.08.2000 had two afloat allocations those being a Cruiser and an R.19 or other class boat at present on pontoon 'E' for Y.W. Dayboats).

b) A berth for a power boat will only be considered for allocation if the applicant has been a Full Member for a period of 5 years or more.

c) The number of power boats holding berths in the Haven shall not exceed 10% in any size category (as defined by length of finger), or 10% of the total boats in the marina.

6. **TENDERS AND DINGHIES**

a) Members with dinghies capable of being stored 'end on' in the dinghy racks and being bona fide tenders to craft on moorings outside the Haven in Poole Harbour shall (subject to availability) be offered one space in the racks at a minimal charge.

b) Dhories and similar craft or dinghies not stored in the racks may, if in the General Committees' opinion they are genuine tenders to members' craft, be offered space afloat at Western side of 'E' pontoon at the current rates of charge for sailing dinghies from time to time.

7. **STORAGE**

a) All craft with a berth in the Haven (except Pontoon E) will be entitled, subject to availability, to dry land storage in the yard (subject to availability, conditions and charges which the General Committee deem from time to time to be applicable). All vessels with exception of twin keeled boats and long keeled boats supported by wooden chocks must have their own support cradle. The Club reserves the right to refuse to haul out a boat for storage if the cradle is considered unsafe.

b) All cradles and trailers when not in use must be removed from the premises. Craft/Trailers etc. left on the premises without permission will be charged at £10 per day.

8. **DRY SAILED CRAFT**

a) Yard Space will be allocated upon application commencing 1<sup>st</sup> April through to 31<sup>st</sup> October and 1<sup>st</sup> November to 31<sup>st</sup> March by the Yard and Haven Committee who may with the consent of the General Committee draw up a waiting list and designate particular areas of the yard for various classes.

b) These craft should when possible use the outside slipway but may use the inside slipway and Haven for access to the Harbour only.

c) Racing powerboats and speedboats shall not be allocated yard space subject to Yard and Haven Committee discretion.

9. **MAXIMUM LENGTH OF CRAFT ON BERTHS IN THE HAVEN**

The following tables state the maximum length (and in certain cases the maximum beam) of craft to be allocated a berth in the Haven:

5m fingers 7.32m (24'00")

6m fingers 8.84m (29'00")

7m fingers 10.21m (33'06")

8m fingers 11.75m (38'06")

9m fingers boats over 11.75m (38'06")

10m fingers boats over 12.21m (40'00")

'A' Pontoon Hammerhead – LOA: 13.41m (44'00") Beam: 3.66m (12'00")

'B' Pontoon Hammerhead – LOA: 14.63m (48'00") Beam: 4.57m (15'00")

'C' Pontoon Dogleg – LOA: 12.80m (42'00") Beam: 4.88m (16'00")

'C' Pontoon Alongside – LOA: 12.80m (42'00") Beam: 3.66m (12'00")

'D' Pontoon Dogleg – LOA: 8.84m (29'00") Beam: 3.96m (13'00")

'D' Pontoon Alongside – LOA: 12.80m (42'00") Beam: 3.96m (13'00")

All measurements include all appendages of each craft.

Berths on A/B/C/D/F/G pontoons are as per the Haven Plan held in the Club Office.

10. **JOINT OWNERS**

Unless otherwise specifically permitted by the General Committee each owner of a yacht with a berth in the Haven shall rank as holding a berth for the purpose of these rules and qualification for a berth shall be by the most junior of the joint owners (except in the case of husband and wife joint owners where the senior of them shall qualify).

11. **CHANGE OF OWNERSHIP OF CRAFT WITH BERTHS**

a) By sale, gift, lease, hire, charter or similar;

Any craft whose ownership shall change hands (or in the case of jointly owned craft where a share or shares changes hands) shall be immediately notified by the remaining or new owner to the General Manager.

A change in ownership (as above) will be regarded as a termination of licence and as an application by the new owner or owners (including continuing owners) for a berth and will be treated in accordance with the rules of seniority with all other applications as above. If unsuccessful the applicant will remove the craft within seven days of being so notified.

b) Death or unforeseen circumstances.

The death of a joint owner or other circumstance which in the General Committee's opinion was not reasonably foreseeable by the (joint) owners when the berth was allocated will not be regarded as a change of ownership.

c) Haven Berth holders must inform the office when they put their boats up for sale.

12. **CHANGE OF BOAT**

Where an owner or owners change/s boats he will be regarded as continuing as a Berth Holder and may retain his existing berth or apply for a larger or smaller berth if required (subject to Bye-laws 4 & 5 above). An owner who sells his boat may retain his berth for a maximum of six months whilst purchasing a new boat. The General Committee reserves the right to refuse the grant of a berth for a craft larger than the craft presently owned by the applicant.

13. **CHANGES OF OWNERSHIP AND/OR BOAT**

If the General Committee decide that a change of a share in a boat or change of boat has been completed with the object of obtaining for a member a berth to which otherwise he would not be entitled, all owners of the boat will be disqualified from holding a berth in the Haven and their boats shall forthwith be removed.

14. **VACANT OR UNUSED BERTH OR MOORING OR YARD SPACE**

a) If a berth or mooring is left vacant for 12 consecutive months or if a craft is not used for such period ('use' in this context to be defined by the General Committee) the berth or mooring may be re-allocated and the craft (if any) shall be removed within seven days of the owner being notified of the Committees' decision.

b) Subject to General Committee approval, a berth or mooring may be left vacant for up to 36 consecutive months as a result of a bona fide extended cruise. The General Committee may at its' sole discretion apply this bye-law to include other extenuating circumstances that a member may bring before them.

c) Any berth which is vacant due to bye-law 14b may at the General Committee's discretion be re-let on a renewable, six monthly, temporary licence at the same rate applicable to berth holders. Seniority of membership and suitability of berth size shall apply.

d) In the case of dry sail dinghies the above rules will apply except that the period will be for the 7 months as defined in Haven Bye-law 8.

15. **REFUND OF CHARGES (RELINQUISHMENT/DISQUALIFICATION)**

a) A berth holder who has paid for a year or years in advance of the current year may (if he wishes to relinquish his berth) have his payment refunded provided that his berth or mooring can be re-let for the year or years for which he had paid in advance. Otherwise only in cases of exceptional hardship, will the General Committee consider a refund. An owner or owners disqualified from occupying a berth may (at the General Committee's discretion) forfeit all or part of berthing charges paid for the current or subsequent years.

b) An owner or owners disqualified from occupying a berth may not re-apply for a berth or use the yard or temporary haven berthing facilities until a period of two years has elapsed from the date of disqualification.

16. **COST OF ENFORCEMENT OF RULES**

In the event of members not complying with these rules and a berth or mooring being confiscated or re-allocated if the craft is not removed within the stated period, the General Committee may have it removed to the yard at the owners' expense. Yard storage will be in compliance with these rules and will continue to be charged until the craft is removed from the Club Premises.

17. **DAMAGE TO BERTH OR MOORINGS**

In the event of a berth or mooring being damaged (including the main walkway or finger pontoon adjacent to a berth) the Club reserves the right to carry out repairs to the berth at the berth holders' expense.

18. **CHANGE OF BERTH AND LETTING VACANT BERTHS**

The Yard and Haven Committee reserve the right to change the position of any berth or move the craft in one berth to another or move any craft in the Yacht Haven/Yard for any reason. In addition, the Committee reserves the right to let a vacant berth during the absence of the craft occupying it.

19. **CHARGES OF LICENCE**

Berths will be held on an Annual Licence from 1<sup>st</sup> April to 31<sup>st</sup> March in any one year and charges for Berths, Moorings, Pontoon spaces and yard spaces will be notified to members from time to time. All charges become due on the 1<sup>st</sup> April; if the charges are not paid by 1<sup>st</sup> April, a 20% administration fee will be added to the amount due. If the charges are not paid by the 14<sup>th</sup> April the craft will be hauled out at the owners' expense and the berth re-allocated.

Fees for the use of vacant berths in the Haven for all members shall, at all times, be the same per metre/per foot per day rate as the annual berth fee. Temporary Berth fees must be paid on arrival, non-payment will result in future temporary berths being denied.

20. **SLEEPING ABOARD**

Without prior permission of the Administration, members may not sleep aboard craft in the Haven or Yard, except for a period not exceeding seven consecutive nights and must inform the General Manager or Bar Supervisor of their intention to do so.

21. **HAUL OUT/RE-LAUNCH**

A Haul Out/Re-launch service is available to berth holders throughout the year, provided that boats can be handled on Club equipment.

Oct. – April inclusive.            Wooden Hulled craft maximum 12 weeks in yard

Oct. – Feb inclusive.            GRP craft maximum 6 weeks in the yard

Mar. – April                        GRP craft maximum 4 weeks in the yard

May – Sept. inclusive.        All craft maximum 14 days in yard

The General Committee reserves the right to consider requests for extended periods in the yard subject to overall demand.

22. **OUTBOARD MOTORS**

Outboard Motors on craft berthed in the Haven must either be removed or stowed in the vertical position with special exceptions as may from time to time be defined by the General Committee.

23. **VEHICULAR ACCESS ALONG BUND WALLS**

Access along the bund walls is restricted to emergency vehicles only.

24. **FUNDAMENTAL REGULATIONS GOVERNING ALL USERS OF THE HAVEN**

a) **No pollution** of any description shall be permitted in the Haven or Yard.

b) **Speed limit** 3 knots (or lowest speed for safe manoeuvrability).

c) **Sailing in Haven** All berth occupying yachts to manoeuvre under power in the Haven with the exception of Y.W. Dayboats and other similar craft and dinghies, which must be handled with consideration to other less manoeuvrable craft. The Haven (for the purpose of this regulation only) is defined as a line drawn between the Southern end of 'F' pontoon and Northern end of 'G' pontoon.

d) **Visitors** Only bona fide visitors who have made prior arrangements and who report as soon as practical to the Duty Staff are permitted in the Haven.

e) **Halyards** must be secured and silenced at all times when not in use.

f) **Rubbish and Waste** must be removed from the Haven and Yard by members and visitors.

g) **Overhangs** No part of a craft is permitted to overhang the main walkways and no equipment other than mooring lines may be left on the fingers or walkways.

- h) **Dinghies** may not be left alongside craft in the Haven or in the Haven when not in use.
- i) **Names** of all craft must be clearly visible from the walkway of its berth.
- j) **Securing** Vessels must be secured with a minimum of 1 bowline, 1 stern line and 2 springs, adequate fenders to protect adjoining craft, must be kept clean and tidy and (with the exception of Y.W.Dayboats) must carry a large fire extinguisher.
- k) **Insurance** All craft using the Haven must have a minimum Third Party cover of £3,000,000.
- l) **The following are not permitted in the Haven:**
  - Fishing
  - Swimming
  - Running or cycling on walkways
  - Barbecues or similar open fires
  - Dumping of rubbish

## **GENERAL CLUB INFORMATION**

### **BAR**

“Intoxicating liquor shall be supplied on the Club premises to members and on their order to guests during such hours as are fixed by the General Committee under the byelaws of the Club, in accordance with the terms of the Licensing Act 2003, as amended. The hours so fixed shall be posted up in the bar at all times”.

On Sundays the CLUBHOUSE WILL CLOSE 1 half hour after bar closing time. Please refer to notice board for Bar opening times. Subject to alteration depending upon function/event requirements.

Access to changing rooms, showers and toilets will be available via the rear entrance.

### **CATERING**

Lunchtimes: Monday – Sunday inclusive 12.00 – 14.00

*Last orders one half hour before Bar closing time*

Evenings: Monday – Thursday inclusive (during Sailing Programme) light refreshments, Friday and or Saturday (subject to Social Programme) fixed menu dinners  
Subject to alteration depending upon function/event requirements.

### **OFFICE**

Monday – Friday	The Office will be open for business 08.30 – 17.00
Saturdays (May – Sept)	The First Saturday of each month 09.00 – 11.00
Saturdays (Oct – April)	Every Saturday 09.00 – 12.00
During events	The Office will be open from 09.00 – 12.00

### **GUESTS**

a) Any member of the Club may introduce guests, up to maximum number of eleven, on any one occasion, provided that any such guests have not been excluded under the provision of Rule 12 when a candidate for election or, having been a member of the Club, have been suspended or expelled for any reason. Such guests, whether introduced by one or more than one member of the Club during the year, shall not have the use of the Club’s facilities including Clubhouse, Yard or Car Park on more than fifteen days during that year. The introducing member shall be responsible for ensuring that the behaviour of all guests is such as will be acceptable to the members. The introducing member shall enter both the guests and his own name in the book provided for that purpose.

b) Any such person introduced as above may with written approval of the General Committee and on payment of such fee as may be determined by the General Committee be admitted as a Registered Partner of the said member in which event the said period of fifteen days may be extended up to a maximum of no more than fifty days during any one year.

c) Subject to the above, any member of the Club shall be entitled to arrange a private function in the Club on such terms and conditions as may be authorised by the General Committee and to invite guests up to a number specified by this Committee provided that in respect of any such private function the member organising such function shall provide to the General Manager a list of the names of all such guests not less than 48 hours prior to such function.

d) Notwithstanding the above the General Committee shall have power to suspend or restrict the right of members to introduce guests to any specific Club function.

### **Dress**

At all dances and other specified occasions, members and their guests are required to be suitably attired. All wet suits, oilskins, wellingtons etc., must be confined to the Changing Rooms and Wet Bar Area.

### **Children in the Main Club Room**

Children below the age of 12 are not permitted in the Main Club Room after 22.00hrs. daily other than for specified functions, but may, supervised by parents, use the PYC Academy Room. Agreed specified functions:- Annual Club Regatta, Annual Club Prizegiving and Christmas Eve. Further specified functions may be agreed subject to application to General Committee.

### **YARD/HAVEN**

Members are requested to supply written instructions through the General Manager for any work to be undertaken by the Yard Staff, this includes all arrangements for storage, launching, mooring and hauling out of boats. Vessels may not stay on waiting pontoon for longer than 2 hours: No overnight berthing is permitted.

### **Cradles –Road Trailers**

With the exception of twin keeled boats, capable of standing on blocks without extra support and long keeled boats that can be easily supported by wooden chocks, all vessels must have their own support cradle. All cradles must have a central spine for the keel to rest on. The Club reserves the right to refuse to haul a boat out for storage if the cradle is considered to be unsafe. All cradles should be clearly marked with boat owner's name and must be removed from Club premises when not in use. Cradles or parts of cradles which are in the yard two weeks after boats are launched may be removed to storage at owner's expense.

### **Dinghy Space (April – October)**

Application forms for Dinghy Park Space are available from the Office in January. Forms should be returned, together with the appropriate dues before the end of January. Applications must be made annually. Allocation stickers and boat names must be clearly visible at all times. Due to pressure of space, any dinghy park space not occupied by 1<sup>st</sup> May will be re-allocated to another member.

### **Y.W.D.B. (April – September) (Afloat)**

Application forms for Yachting World Dayboats are available from the Office in January. Forms should be returned to the Office before the end of January. Applications must be made annually. Due to pressure of space, any berth not occupied by 1<sup>st</sup> May will be re-allocated to another member.

### **Dinghy Space (November – March)**

If you race/train to the end of December and participate in excess of 50% of each of the specified series available there will be no further charge for the berth until the end of December. Any boat not

intending to race/train after 31<sup>st</sup> October to be removed from the yard within 7 days or charged Winter Storage until the new season.

### **Y. W. D. B.**

YWDB may only be stored ashore for a limited time in exceptional circumstances, subject to General Committee approval and current charges.

### **Boat Register**

The Yard and Haven Committee have a boat register of all craft kept at the Club or on Club Moorings. This is compiled from information supplied by members and from application forms. All craft kept at the Club or on the Club Moorings must be registered and should have a name clearly visible. The Committee reserves the right to remove any craft/trailer/cradle etc., which cannot be identified.

### **Craft, Etc. For Sale**

A notice board/Web page is available for members wishing to advertise boats etc. Applications should be made to the General Manager and a fee of £2.50 per month must be paid in advance.

### **Trader or Outside Supplier Charges**

Where charges are involved with outside suppliers members must make their own arrangements for payment direct to the firm concerned.

### **Safety Precautions**

It is recommended that personal buoyancy be worn by all persons on board dinghies in cold or unsettled weather and by members under eighteen. Crews of racing dinghies taking part in an event organised and sponsored by the Club should refer to Rule 21 of the Club's Racing Rules.

### **Radio Channels and Call Signs**

The registered Club Call Sign is 'PIKE' and NOT Poole Yacht Club. The Duty Staff will keep a limited Radio Watch on Channel 37 (Marina) using 'PIKE' (DELTA) and Channel 80.

### **Car Parking**

Parking of vehicles in the yard is permitted only if space is available without interfering with access to and movement of boats. The approaches to slipways and launching ramps must be kept clear. No parking on yellow hatched lines between 08.00 – 17.30 and no parking on red hatched lines at any time. Service Lanes must always be kept clear. Vehicles parked in contravention of this byelaw will be asked to leave the premises.

All members' vehicle registrations must be recorded with the Club Office. Only members' vehicles can be accommodated unless prior permission has been obtained. Overnight parking in support of recognised sailing events, a member's boat being sailed, Club functions, Club sponsored activities and emergencies is permitted.

Should members vehicles be left on the premises overnight, the Office/Haven Office should be informed, and they should park as directed. If a vehicle is to be left in the yard for a week or longer, the Office should be informed in advance and members should park as directed; the Club must also be able to move the car in the case of an emergency. The Club reserves the right to charge a fee for any vehicle left on the premises without permission.

### **Advertising in the Handbook and Race Programme**

Members may reserve advertising space in this Handbook at nominal rates per half page or full page. Copy must be handed in to the General Manager before December 31<sup>st</sup> each year. Further details supplied on request.

### **Suggestions**

Members are invited to make constructive suggestions concerning any facet of the Club. Suggestions should be clearly signed so that possible further discussion may take place after consideration by the House Management Team.



## **Complaints**

All complaints should be made by letter addressed to the General Manager.

## **Reciprocal Relationships**

Reciprocal agreements have been made with the following Clubs:-

Royal Dorset Yacht Club	Weymouth Sailing Club
Chichester Yacht Club	Brixham Yacht Club
Royal Solent Yacht Club	Redclyffe Yacht Club

## **THE BLUE ENSIGN OF HER MAJESTY'S FLEET WITH THE DISTINCTIVE MARKS OF THE POOLE YACHT CLUB**

Applications may be made through the General Manager for a warrant to fly the Club Blue Ensign. Only Registered Boats and boats on Small Ships Register may apply. The Club Blue Ensign can only be purchased by members to whom a Warrant has been granted, on production of the Warrant to the Office.

## **THE POOLE YACHT CLUB HONORARY MEMBERS**

Commodore, Christchurch Sailing Club, The Quay, Christchurch

Commodore, East Dorset Sailing Club, 352 Sandbanks Road, Poole

Commodore, John Lewis Sailing Club, Brownsea Island, Poole

Commodore, Lilliput Sailing Club, Sandbanks Road, Lilliput, Poole

Commodore, North Haven Lake Sailing Club, 2B Banks Road, Sandbanks, Poole

Commodore, Parkstone Yacht Club, Pearce Avenue, Parkstone, Poole

Commodore, Poole Bay Yacht Club, Cobbs Quay, Hamworthy, Poole

Commodore, Redclyffe Yacht Club, Wareham, Dorset

Commodore, Royal Dorset Yacht Club, 11 Custom House Quay, Weymouth

Commodore, Royal Motor Yacht Club, Panorama Road, Sandbanks, Poole

Commodore, Swanage Sailing Club, Buckshore, Swanage

Commodore, Weymouth Sailing Club, Nothe Parade, Weymouth

Commodore, Royal Solent Yacht Club, Yarmouth, Isle of Wight

President, Yacht Club de Cherbourg

Secretary, Poole Yachting Association

Captain, Poole Yacht Racing Association

The Chief Executive, Poole Harbour Commissioners

The Harbour Master, Harbour Office, Poole

Deputy Harbour Master, Harbour Office, Poole

The Mayor of Poole, Mayors Parlour, Civic Centre, Poole

Officer Commanding ATU Royal Marines, Poole

Member of Parliament for Poole

Chief Executive, Poole Borough Council

General Manager, Poole Yacht Club  
Deputy Manager, Poole Yacht Club

The Poole Yacht Club