



THE ROYAL PRINCE ALFRED YACHT CLUB

BY-LAWS

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01 DEFINITIONS, INTERPRETATIONS & CONSTITUTION

01.1 Definitions

In these By-Laws unless the contrary intention appears:

"Authorised Club Products" means merchandise depicting the Club's name or logo or otherwise bearing an association with the Club that, in all cases, has been formally authorised by the Club.

"Berth" means a berth for mooring of vessels at the Marina.

"Board of Directors" or **"Board"** means the Directors of the Club in office for the time being or a quorum of the Directors present at a meeting of the Board of Directors.

"Boatyard" means the areas adjacent to the travel lift, including the mast deck, in which work is to be carried out on vessels, as shown on the Club Plan.

"Boatyard contract" means the contract between the Club and a member, or other owner of a vessel, governing the terms of the Club's haul-out and standing of and work on that vessel.

"Burgee" or "Club Burgee" means the Burgee referred to in Section 6.

"By-Laws" means these By-Laws made pursuant to the Constitution.

"the Club" means The Royal Prince Alfred Yacht Club (ACN 000 095 063) (ABN 50 506 904 724).

"the Clubhouse" means the main building housing administration and social facilities of the Club.

"Car Park" means the areas designated as areas for parking either or both vehicles and boat trailers.

"Centreboard Lawn" means the lawn area for rigging centreboard dinghies, adjacent to the Moonbar building.

"Club Mooring Authority" means the sticker provided annually to one owner of vessels on the Register of Vessels.

"Club Plan" means the plan of the Club Property attached as Annexure A. Any reference to an area by the name shown on the Club Plan will mean that area.

"Club Property" means all Club property and improvements including the areas of land and water at Green Point, Crystal Bay and adjacent moorings at Newport, NSW, owned and or occupied by the Club (excluding the Crystal Street and Mitala Street residences).

"Club Recreational Mooring" means the moorings in locations other than those in the vicinity of the Marina as referred to in By-Law 4.11.

"Club Staff" means any staff member of the Club.

"Constitution" means the Constitution of The Royal Prince Alfred Yacht Club.

"Disciplinary Proceedings" means disciplinary proceedings under Rule 20.

"Day" means calendar day.

"Delegate" means any Club Staff member acting on the instructions of the General Manager or any person reporting directly to the General Manager.

"Dinghy Rigging Area" means the area for rigging dinghies.

"Director" means a member for the time being of the Board of Directors.

"Elected Club Official" means any person holding the office of Director or Rear Commodore.

“**Green Point Pond**” means the pond adjacent to the hardstand area currently for storing Etchells.

“**Facility**” means any portion of the Club Property or any service provided by the Club which a member is entitled to use pursuant to a Licence being either one or more of a Marina Berth, Mooring, Locker, Rack or Hardstand Area.

“**General Manager**” means the person appointed by the Board and holding office under that title, from time to time.

“**Hardstand Area**” means the areas for storing vessels and centreboard dinghies out of the water and includes the Green Point hardstand.

“**In writing**” means written, typed or printed and includes electronic format.

“**Actual Length Overall**” is the maximum length of a vessel measured parallel to the waterline and includes all appendages to the hull such as rudders, bowsprits, davits and dinghies and protruding equipment such as anchors and spars.

“**L Arm**” is the marina arm that is parallel to the sea wall and is primarily used to house smaller runabout boats.

“**Licence**” means a right granted by the Club in favour of a member or other casual occupant to use a Facility.

“**Licence Agreement**” means the agreement formally recording the terms of a Licence between the Club and a member, or other casual occupant.

“**Licensee**” means a member or other casual occupant holding a Licence of a Facility from time to time.

“**Locker**” means a locker provided by the Club for storage.

“**Marina**” means the floating pontoons comprising the Berths and associated ramps, piles, water and electricity and other connections.

“**Mast Deck**” means the area for working on masts as shown on the Club Plan.

“**Meeting**” means General Meeting, Annual General Meeting or Meetings of duly constituted Club committees.

“**Member**” has the meaning in the Constitution and “**membership**” has a corresponding meaning.

“**Month**” means calendar month.

“**Mooring**” means a Club mooring for securing vessels in the vicinity of the Marina.

“**Notice Board**” means the official Club Notice Board located in the passageway adjoining the entrance to the Administration office on which notices for the information of members are posted.

“**Office**” means the registered office for the time being of the Club.

“**Prescribed Interest Rate**” means the interest rate from time to time determined by the Board.

“**Rack**” means a rack for storing dinghies located at various places on Club Property.

“**the Register**” means the register of members kept pursuant to the Registered Clubs Act 1976.

“**Registered Clubs Act**” means the Registered Clubs Act 1976. Any reference to a provision of the Registered Clubs Act includes a reference to the same or similar provision in any legislation replacing, amending or modifying the Registered Clubs Act however that provision may be amended in that legislation.

“**Register of Vessels**” means the register of vessels as defined in By-Law 6.4.

“**Service Wharf**” means the pontoon at the front of the Clubhouse accessible via B arm and as shown on the Club Plan.

“**Spouse**” means the husband or wife of a member or the partner of a member accepted by the Board to be living in a stable domestic relationship with a member.

“Tenant” means a tenant of part of the Club Property, not including any Licensee.

“Values Statement” means the Club’s Values Statement as set out in Annexure B.

“Work Berths” means the berths so designated from time to time by the General Manager including those in the area as defined in By-Law 04.4

“Year” means the Club's financial year, unless otherwise indicated (e.g. Sailing season year or Constitutional year).

In these By-Laws, unless the contrary intention appears:

- a. a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- b. headings are for the purpose of convenient reference only and do not form part of the By-Laws;
- c. the singular includes the plural and vice-versa;
- d. a reference to one gender includes the other; and,
- e. the word “includes” in any form is not a word of limitation.

01.2 Interpretation/Amendment

- (i) These By-Laws have been produced to assist members and regulate use of the Club facilities and are subject to amendment at the discretion of the Board. The decision of the Board, on the construction or alteration of these By-Laws or any matter arising under them, will be conclusive and binding on all members. The General Manager is authorised to make the final decision regarding any infringement or interpretation of these By-Laws and, where the matter is not specifically covered, the General Manager will have the absolute authority to make a determination that seeks to protect the safety of members, staff, vessels and property.
- (ii) A Member may appeal against any finding of being in breach of the By-Laws by forwarding the appeal in writing to the General Manager within 14 days of receiving a written notification by the General Manager of the infringement.
- (iii) The General Manager will forward the appeal to the Board for resolution. The Board’s decision will be final.
- (iv) Any request for a review of or addition to any By-Law should be forwarded in writing to the General manager who will forward it to the Board for consideration.

01.3 Constitution

These By-Laws are made by the Board pursuant to the Constitution and should be read in conjunction with the Constitution.

02 ADMINISTRATIVE

02.1 *Notice to Members*

- (i) Members must supply the General Manager with an address to which notices and other communications may be sent by the Club to that person.
- (ii) If the principal residential address of a member is different to the address given pursuant to (i), the member must advise the General Manager of his or her principal residential address.
- (iii) Members must notify the General Manager in writing of any change of their addresses.
- (iv) Where a notice is to be served on a member in relation to Disciplinary Proceedings, notices will be served by Registered Mail to the principle residential address to ensure receipt and timely delivery.

02.2 *Hours of Operation*

The General Manager will determine the Club's trading and operational hours and will notify members by any one or more of email, Club publication, noticeboards or the Club website.

02.3 *Member Accounts*

- (i) Accounts will become due when rendered and will be automatically processed at that time for all members with an automatic charge authority.
- (ii) A member's account is overdue if it remains unpaid for the periods set out in Rule 17 of the Constitution. In accordance with Rule 18 of the Constitution interest at the Prescribed Interest Rate will be payable from the date the debt becomes overdue.
- (iii) Use of Club amenities such as, but not limited to, car parking, marina, bar and dining rooms are a privilege and may be withdrawn by the Board from a member who does not comply with the Constitution, these By-Laws or any Club credit policy in relation to his or her account. The benefit of operating a House Accounts may be withdrawn without notice if the terms of the account are not met.
- (iv) Cash payments of accounts are to be made at Club reception and must be acknowledged by an official Club receipt.
- (v) Payments made by a credit card deemed acceptable by the General Manager will attract a fee as determined from by the Board time to time.
- (vi) Any member who has not paid the Club's annual subscription, event entry fees or other monies due to the Club in accordance with the Club's Constitution shall be considered unfinancial and will not be entitled to the privileges of membership, including but not limited to discounted services, use of Club recreational moorings (mooring sticker) or allowed to participate in any Club event (including skippering or entering a yacht or dinghy in a Club event) nor be entitled to a prize or attend a Club Meeting. Points earned by the member's vessel, while such amounts remain outstanding, will be disregarded.
- (vii) Costs incurred in the collection of any outstanding debt to the Club will be added to the account and become due and payable by the account holder.
- (viii) A House Entitlement as approved annually by members at a General Meeting will be billed to all member accounts excepting Youth, General Intermediate, Spouse, Senior 70, Senior 70/40, Absentee, Temporary, Life and Honorary members. The House Entitlement will be payable half yearly in advance in April and October each year. Purchases of food and beverages, through any Club outlet or at any Club function, RPAYC conducted training and Sailfit access fees may be applied against the House Entitlement credit until it is depleted. Any unused House Entitlement credit will expire at 30 April in the following year.
- (ix) Subscriptions are paid in advance and are not refundable for any reason.

02.4 *Charges*

- (i) Charges for the use of the Club's various facilities will be determined by the Board and may be altered from time to time at its discretion.
- (ii) Members receive privileged pricing for many services, products and Facilities provided by the Club. In the event that a Member incurs a charge at a privileged price and subsequently resigns or is terminated, any charges incurred beyond the membership subscription will be applied at the non-member rate.
- (iii) Privileged pricing applies to RPAYC members only and will be applicable only to products, services and facilities accessible to that member. Member cards, when presented for RPAYC member discounts will be presented by that member ONLY and the discount on products or services applies ONLY to that member.
- (iv) Privileged pricing does not apply to members of reciprocal Clubs or guest of members.

02.5 Removal of Club Property

Prior approval of the General Manager or Delegate is required before any Club asset or property is removed from the Club Property other than when required for an approved Club event.

02.6 Club Services & Facilities

The Club provides services and facilities to members at the expense of the Club for their use while at the Club or associated with their membership activities. The Club's facilities are not to be extended to regular domestic or commercial uses such as the dumping of rubbish in bins, use of the laundry for regular use or the removal of other Club property such as firewood and Club operating equipment.

03 PARKING

The Club Parking By-Laws are in place to maximise parking for Members only whilst visiting the Club and participating in Club activities. The Club seeks to maximise parking for members and to prevent unauthorised storage and garaging of vehicles particularly in the lower level.

- (i) Parking privileges extend to one vehicle per member.
- (ii) Storing or garaging of vehicles is strictly prohibited. Storage is defined as vehicles being parked within the Club's parking facilities for more than twenty (20) consecutive nights per annum. Garaging: is defined as continual or regular overnight parking of more than three (3) consecutive nights per week.

(iii) Full, Senior, Life, Honorary Membership;

Parking permitted: Lower, mid and top-level car park for periods up to three (3) nights.

Permits are required for parking exceeding three (3) nights and will be only be issued to members who are registered to participate in a Club sailing, racing or cruising events. *

** Peak Period: 1st December to 1 February. Members participating in Club events exceeding three (3) nights during the Peak Period are required to park vehicles in the mid or top-level car park only.*

General, Spouse, General Intermediate, Absentee General Membership;

Parking permitted: Mid and top-level car parks for periods up to three (3) nights.

Parking permitted: Lower level parking except Wednesday and Saturday's where parking is for Full Members only.

Youth membership;

Does not provide parking rights, drop off only.

- (iv) Members who require parking exceeding three (3) consecutive nights who are not registered and participating in a Club sailing, racing or cruising event are required to park at the Crystal Bay or top level car park.
- (v) The Board and General Manager reserve the right to change parking arrangements from time to time for Regattas, Club events and peak periods.
- (vi) The Board and General Manager shall determine the quantum of parking permits to be issued at any one time.
- (vii) Vehicles must not be parked in (unauthorised) reserved or prohibited areas, on any grassed area or on the Club's Hardstand areas.
- (viii) Vehicles must not be parked on or adjacent to the approach to any Marina to load and unload.
- (ix) Members are permitted to bring boat trailers into the Club Car Parks and hardstand areas when loading or unloading a vessel. Trailers may not be parked in the lower car park for any period of time unless the Club has designated for the purposes of a regatta.
- (x) Members may utilise the Crystal Bay Car Park for day trailer parking only with the permission of the General Manager or Delegate.
- (xi) Unauthorised boats, trailers or property left anywhere on Club property may be relocated to the Crystal Bay Car Park without notice. Daily storage fees will apply to unauthorised boats, property and trailers, and property not claimed within two (2) weeks may be disposed of.
- (xii) The washing of any vehicle on Club property is strictly prohibited and fees will apply.

- (xiii) Members shall not knowingly allow others to access their parking privileges such as tailgating, providing access through gates or issuing their membership card to others. Offenders will be reported to Board for disciplinary action.
- (xiv) Vehicle storage is strictly prohibited. Storage fees will apply for unauthorised parking.
- (xv) The Club will remove member access to parking facilities where the member has not observed the Club parking By-Laws or as directed by the Club during events and peak periods. Further, any member who exceeds three (3) warnings for disregarding the parking By-Laws will face the Discipline Committee.

(xvi) Casual Access to Club Hardstands and Centreboard Ramp

Full and Intermediate Members who are not facility holders may access the Green Point /Crystal Bay hardstands or the Centreboard ramp casually in order to participate in Club racing events.

Keelboats:

- i. Only sailing vessels (dry stored) owned by Full & Intermediate Members may casually launch and recover via the Club hardstands.
- ii. The Club requires in advance of arrival a copy of the insurance policy for the vessel and the Member must be the insured party. The vessel insurance must include liability cover for no less than \$10,000,000.
- iii. Members requiring the use of the cranes at Crystal Bay or Green Point are required to undertake an induction prior to using the crane.
- iv. It is a requirement of ALL Members utilising the Club Cranes to transfer vessels to/from water to have the vessels slings, shackles and lifting points inspected annually (at the member own expense) by a Rigger or qualified industry professional of choice. A Safety inspection certificate signed and dated by the inspector should be lodged at the club prior to use.
- v. Vehicles and trailers must not be parked on the hardstand and must be parked at the Crystal Bay Car Park. Day trailer storage in the Crystal Bay Car Park is subject to availability during peak periods.
- vi. Membership cards must not be loaned to others to access the hardstand and/or crane.
- vii. Members who require casual overnight vessel and/or trailers storage are required to casual application for storage in writing directly to the General Manager or Delegate. Storage will be charged at a nightly rate to the member account.

Centreboard Vessels:

- i. Only Centreboard vessels owned by Members may casually launch and recover via the Centreboard ramp.
- ii. The Club requires in advance of arrival a copy of the insurance policy for the vessel and the Member must be the insured party. The vessel insurance must include liability cover for no less than \$10,000,000.
- iii. No road trailer access to the Centreboard ramp.
- iv. Members can access the lower car park but must park vehicles in accordance to their parking privileges and vehicles with trailers must only be parked at the Crystal Bay Car Park. Day trailer storage in the Crystal Bay Car Park is subject to availability during peak periods.
- v. Vehicles with trailers must be parked at the Crystal Bay Car Park.
- vi. Membership cards must not be loaned to others to access the hardstand or crane.
- vii. Members requiring overnight vessel and/or trailer storage must make arrangements directly with the Club. Storage will be charged at a nightly rate to the member account.

04 FACILITIES

04.1 *General*

- (i) Licences to use Facilities will be for the period and on the terms and conditions from time to time approved by the Board and may be varied at any time by the Board in the manner provided in these By-Laws.
- (ii) No Facility may be used until the appropriate Licence Agreement has been completed and signed by the Licensee and the General Manager or Delegate.
- (iii) Members must comply with these By-Laws and the terms of their Licence when using Facilities.
- (iv) The Licence Agreement is not transferable and one month's notice to cancel must be given, in writing, by either party to the other.
- (v) No Facility Licence may be sub-let, loaned or transferred and no other vessel may occupy a Berth, Mooring or Hardstand Area unless prior approval by the General Manager or Delegate is given.
- (vi) Where a Facility is temporarily vacated by a Licensee and the Casual Vacancy Rebate conditions are not satisfied (ref 04.2.7), the Club may allocate the Facility at its discretion and may levy a charge on the user. The Club will be responsible for reallocation of the casual user in the event of return of the Licensee.
- (vii) The Club has the right to allocate, re-allocate or alter any Facility upon reasonable notice to the affected Licensee.
- (viii) A vessel may only be permitted to occupy a Facility if the vessel is actually used by the owner exclusively for recreational purposes. However, the Club may, in its absolute discretion, permit occupation of a Berth, Mooring or Hardstand Area when in the Club's opinion, any commercial or other non-recreational use of the vessel is only incidental to the vessel's recreational use and is in the interests of promoting yachting.
- (ix) Any Facility allocated to a Licensee may be changed should the vessel not be suitable according to the current Australian Standard or the Club's requirements.
- (x) A member who sells or otherwise disposes of a vessel occupying a Facility must inform the Club immediately and either remove the vessel within the one month notice period or in the event of a transfer of ownership the new owner must enter into a storage agreement with the Club
- (xi) Advertising on the marina is prohibited in any form, including brokerage flags. "For Sale" notices may be displayed providing they are a maximum A3 format and may include Broker details (where broker is a registered contractor with the Club). Advertising during special events and regattas will be permitted at the discretion and authorisation of the General Manager or Delegate.

04.2 *Berths, Moorings, Centreboard Dinghy and non-Centreboard Dinghy Racks, & Hardstand Areas*

04.2.1 Applications, Allocations & Termination

- (i) Applications for an on-going Facility Licence must be made in writing and lodged with the General Manager or Delegate as follows:
 - (a) for Marina berths, Moorings, Lockers and Hardstand Areas, only by Full Members & General Intermediate Members.
 - (b) for Racks, by any member.
- (ii) Applications for casual use of Facilities may also be made by members and others in writing and lodged with the General Manager or Delegate.
- (iii) In determining an application for the initial occupancy of a Berth, the General Manager will give priority to members intending to participate in Club yacht racing and cruising events, then other applicants. Consideration will be given to the participation record of prior members who have held a Facility License in the determination process for a new one.
- (iv) The Board may review and terminate individual Facility Licences at any time if:
 - (a) the level of a Licensee's participation in Club on-water events is markedly inconsistent with that foreshadowed in their application.
 - (b) a Licensee's level of participation in Club on-water events is significantly below the expected levels of participation promulgated from time to time.
 - (c) The vessel is not maintained in accordance with 4.2.2.
 - (d) The member's account falls outside of Club trading terms.

- (v) One month's written notice is required to terminate a storage facility licence agreement or occupation, and must be provided to the General Manager which will be acknowledged along with an agreed date for termination of storage fee liability which will be 30 days from receipt of the notice.
- (vi) The Club must be officially notified by the member or broker as his agent of the date of ownership transfer and the Club reserves the right to request proof of the transfer of ownership at any time at its discretion.
- (vii) Where ownership transfers within the notice period, the facility holder shall advise the Club of the date and a facility agreement with the new owner is required from the transfer date, insurances validated and liability for charges acknowledged.
- (viii) Facility holders understand that the privileged member storage rate is only afforded to the facility holder until the date of the transfer of ownership. Facility holders are prohibited from providing free storage, privately exchanging monies or negotiating unauthorised storage after the transfer of ownership.
- (ix) Violation of this By-Law will result in the Club seeking recompense to the value of casual storage at the scheduled casual member or non-member rate from the facility holder.
- (x) In the event vessel storage fees fall in arrears by more than 60 days', the Club may register an interest in the vessel through the Personal Property Securities Register. The interest will not be removed until all debts owing on the vessel storage fees have been paid.

04.2.2 Occupancy General

- (i) Continued occupancy is contingent upon payment of Facility fees in accordance with the Club's trading terms.
- (ii) Only vessels in seaworthy condition will be admitted to a Facility. Every occupant of a Facility must keep their vessel in such condition that it does not become unsightly or dilapidated or reflect unfavourably upon the reputation of the Club or appearance of Club Property. Owners of a vessel found to be in contravention of this By-Law will be required to rectify defects or to remove the vessel from the Facility concerned.
- (iii) No vessel will be permitted to occupy a Marina Berth (excluding L arm), Mooring or Hardstand unless it is listed on the Register of Vessels (detailing all vessel owners) or the General Manager or Delegate has approved temporary occupation.
- (iv) Vessel storage charges including on land, marina, and moorings will be based on the Actual Length Overall unless the Board determines that class of vessel shall be charged differently. Where the vessel has been positioned in the berth to accommodate a folding transom (or similar), the lowered transom (or similar) will be included in the measurement of the length overall. In the event that the vessel has a retractable bow sprit or as such, if the chargeable length is based on the retracted length, the vessel must at all times be stored in this manner.

Facility holders must advise the Club of any additional appendages added to a vessel after the ALOA has been undertaken to determine the chargeable length of a vessel.
- (v) The minimum charge for vessels berthed on moorings and marina is 30 feet, with the exception of berths located on A-Arm which have minimum charges determined by the berth, and L arm which is a minimum of 20 feet. Vessel beams which extend in to the adjacent pen and limit the size of the vessel that can be stored in that pen will be charged a levy of at least 20%.
- (vi) Facilities are for the storage of vessels. Only minor maintenance and repairs are allowed provided that no nuisance or interference with or danger to others is caused by such work.
- (vii) Racks may be occupied by vessels of any member. All other Facilities may only be occupied on an on-going basis by vessels of Full Members & General Intermediate Members. Absentee Members may only occupy a Facility on a casual basis.
- (viii) Any vessel occupying a Facility without its owner having an appropriate Licence or otherwise or in breach of these By-Laws may be removed and the General Manager or Delegate may apply a movement and storage charge.
- (ix) Living on-board a vessel on Club property is prohibited. Staying on-board a vessel berthed on a Club Facility for a period in excess of 3 nights is not permitted unless with prior approval from the General Manager or Delegate. Permanent residency on any part of Club Property is prohibited.

- (x) Any major work or work involving grinding, spraying, mechanical, rigging and fitting or that may potentially involve any contamination or pollution of the surrounding areas is forbidden unless undertaken in the specifically designated areas in compliance with environmental regulations and with the prior approval of the General Manager or Delegate.
- (xi) The Marina is designated as a no wash zone. The speed of vessels when entering or leaving the Marina must be limited so as to create no wash.
- (xii) Vessels are stored and manoeuvred entirely at the risk of the Licensee.
- (xiii) The Licensee shall maintain an insurance policy for the vessel and its equipment and a liability policy for no less than \$10,000,000 while it is stored on the Club's Facility. This policy and further renewals must be lodged with Club administration.
- (xiv) The Licensee shall at his/her own expense maintain the vessel and its equipment in good and proper working order.
- (xv) Vessel cradles / trolleys and trailers must also be kept in good working order and the Club recommends members have their cradles / trolleys and trailers inspected for structural integrity and suitability for purpose at least every three years.
- (xvi) In the event of a member passing away while a Licence Agreement is in place;
 - (a) The spouse, family or executor is required to make contact with the Club to confirm arrangements including intention to sell and storage requirements
 - (b) Where the deceased member's membership is financial, the Club will provide the spouse member, family or executor the member rate of storage for the duration of storage for a period up to 1 year from the date of passing
 - (c) Insurance for the vessel must be maintained
 - (d) The Club reserves the right to commence action to recover monies and register the Clubs interest in the vessel on the Personal Properties Security Register (PPSR) when outstanding monies owed to the Club exceed 60 days past due.

04.2.3 Marina Berth Occupation

- (i) Vessels occupying a Berth must be registered, identified, equipped and maintained as required by law and safe practice.
- (ii) The Licensee is required to notify the Club when their vessel will be absent from the facility for a period exceeding 3 nights.
- (iii) The Licensee must provide and maintain their own mooring lines to standards and specifications approved by the General Manager or Delegate. The Club reserves the right to renew, replace or make good any unsafe mooring lines at the Licensee's expense. In the event of a move between facilities the replacement of mooring lines will be at the licensee's expense.
- (iv) Occupants of Berths must ensure that no loose ropes float or obstruct, in any way, the adjacent berths or the passage of vessels.
- (v) The owner/skipper remains responsible for the safe berthing of their vessel. Whilst staff may provide assistance in berthing or in further securing vessels, the owner/skipper remains responsible for the vessel and any damage to it or caused by it.
- (vi) Vessels occupying a Berth must be moored in a manner that prevents any part of the vessel or attachment thereto, including anchors, from projecting over the walkway regardless of the wind direction.
- (vii) The Marina walkways must be kept clear of all gear, including dinghies, and trolleys must be returned to their proper place at the shore end of the Marina immediately after use. Equipment may be left temporarily on the mooring fingers of the Marina only by prior agreement between the occupants of that finger of the Berth.
- (viii) Equipment and fittings may only be permanently affixed to the Marina structure after prior approval from the General Manager or Delegate and in accordance with guidelines established by the Club.
- (ix) Fishing or cleaning of fish on the Marina is not permitted.
- (x) To preserve the comfort of others on the marina, wind generators must not be left to run while berthed on the marina. A brake should be applied to prevent undue noise.

04.2.4 Rack Occupancy

In respect of occupancy of Racks:

- (i) Non-centreboard dinghies and tenders must only be stored in the space allocated after a member makes an application to the General Manager or Delegate.
- (ii) Equipment and fittings may only be permanently affixed to the Rack structure after prior approval from the General Manager or Delegate and in accordance with guidelines established by the Club.
- (iii) All vessels must be clearly marked with name Club and, where applicable, sail number.
- (iv) Unauthorised vessels occupying a Rack or other space, including the Centreboard Lawn, may be removed by Club Staff. A movement and storage charge may apply.

04.2.5 Locker Occupancy

In respect of occupancy of Lockers:

- (i) Licensees are responsible for ensuring that no fuel, flares or other dangerous goods are stored in Lockers and for the tidiness and security of Lockers. The Club reserves the right to routinely inspect lockers.

04.2.6 Motor Cruiser Occupancy

- (i) Applications for Marina berths for motor cruisers will only be considered from members who have completed ten continuous years of membership as a Full Member or such other period as specifically approved by the Board.
- (ii) Motor cruiser occupancy of the Marina must not exceed 10% (of Berths suitable for yachts) unless specifically approved by the Board.
- (iii) Owners of motor cruisers occupying Berths and Moorings may be requested to make their vessels available to support Club activities for the purposes of demonstrating participation in Club on water sporting events as required by 4.2.1(iii).

04.2.7 Casual Vacancy Rebate

Where the Licensee intends to vacate the Berth for one week (7 nights) or more and makes application in writing to the General Manager or Delegate before the commencement of the period of vacancy the following may apply:

- (i) If the Club subleases the berth for 7 nights or more the Licensee will be entitled to a credit of 50% of the sublease income received by the Club up to the value of the monthly licence fee during the vacancy; OR
- (ii) If the Licensee introduces a new temporary occupant(s) on terms satisfactory to the Club as determined by the General Manager or Delegate, the Licensee will be entitled to a credit of 100% of income received by the Club up to the value of the monthly licence fee from those temporary occupant(s) during the vacancy; OR
- (iii) The Licensee may suspend his right to occupy the Berth and payment of the full Licensee fee until his return, by payment of a specified portion of the monthly license fee as a Reservation Fee as determined by the Board from time to time. During the notified absence period the Club may use the berth as it sees fit.

04.3 Boatyard, Travel Lift and Contractors

- (i) No vessel shall be lifted by the Club travel lift unless the General Manager or Delegate is in possession of a Boatyard Contract, which has been signed by the owner of that vessel (or agent) and a current vessel insurance certificate has been provided prior to lift.
- (ii) Bookings for use of the travel lift and Boatyard shall be made through the General Manager or Delegate. Member discounts will only be applied to vessels owned by Full Members & General Intermediate Members.
- (iii) Categories other than Full & General Intermediate are not permitted to charge Boatyard services to their member account or services to their account for third parties.
- (iv) A mobile work curtain is provided on the Boatyard. All dirty work (including grinding or keel spraying) is to be carried out within the curtain. Application for the use of the work curtains must be made to the Boatyard staff. Only Club Staff may move the work curtains.
- (v) Vessels are not to be kept in the Boatyard unless undergoing maintenance. Reservations must be made through the General Manager or Delegate.
- (vi) No persons may stay on board a vessel overnight, while on the Boatyard.
- (vii) Use of power equipment is strictly limited to the hours of 7.30am –5pm Monday to Friday.

- (viii) Work may only be done on vessels on Club Property by contractors who have met the Club's minimum contractor requirements. Contractors and employees must have a current Boating Industry Association 'Marine Card', insurances and provide evidence of holding relevant qualifications, accreditation, and have Work Health and Safety policies and procedures and Environmental Management policies which are consistent with the Club's own policies and procedures. Contractors must sign in and out at the Club on each visit. When seeking to use contractors other than Tenants, to work on vessels on Club Property, it is the owner's obligation to ensure that the contractor has met the Club's minimum requirements.
- (ix) In the event that a member who is also a Club Tenant or contractor is working on site, their responsibilities and obligations as a Tenant or contractor will overrule the rights and entitlements of their membership.

04.4 Work Berths

- (i) The Work Berths located near the Green Point hardstand and are available for Full Members & General Intermediate Members to carry out maintenance on their vessels. Vessels are not to be kept in the Work Berths unless undergoing maintenance. Work Berths may only be occupied with prior approval, application for which must be made through the General Manager or Delegate.
- (ii) Full Members & General Intermediate Members' vessels may occupy Work Berths cumulatively for up to 7 days (weekend days are subject to availability) in the membership year (i.e. May through to April) provided the subscription fees have been paid. Prior approval will be required for any longer term and will be subject to the scheduled storage fee.
- (iii) Work berths shall not be used for the primary purpose of battery charging, provisioning, cleaning and taking on of water. These activities may be undertaken on the Services Wharf although note that vessels may not be berthed overnight for such purposes without a casual berthing arrangement and payment being made.
- (iv) Use of power equipment is strictly limited to the hours of 7.30am – 4pm Monday to Friday.

04.5 Green Point Pond

- (i) At no time may vessels be moored in the Green Point Pond in a manner which obstructs the launching and recovery of vessels by the two fixed cranes located on the Greenpoint Hardstand, or interferes with the safe and seamanlike entry and exit from the pond.
- (ii) On weekends or other times designated by the General Manager no vessels may be moored in the Green Point Pond except vessels stored on the Greenpoint Hardstand in the process of being launched from or returned to that hardstand.

04.6 Mast Deck & Crane

- (i) Only authorised RPAYC tenants who hold the required qualifications and current insurance may use the mast crane located on the Mast Deck.
- (ii) The use of the mast crane shall be limited to masts weighing up to 1 tonne.

04.7 Hardstands

- (i) The cranes on the Hardstand at Green Point and Crystal Bay are for the use of the Full Members & General Intermediate Members to launch and recover vessels which they have a Licence to store on the relevant Hardstand. Members must have undergone the Club's induction process prior to using a crane.
- (ii) Members are strictly prohibited from providing member access cards to or enabling unauthorised others to access to hardstands and or usage of the cranes
- (iii) The Hardstand Facility Holder will be granted crane access via their membership card on receipt of the signed Facility Licence Agreement and vessel insurance certificate. Facility Holders must maintain and lodge a copy of the vessel insurance certificate and the vessel must pass the annual safety inspection and if applicable, any outstanding inspection issues resolved (slings, shackles and lifting points).
- (iv) Pressure washing of vessels is not permitted under any circumstances.
- (v) Use of power equipment is strictly limited to the hours of 7.30am – 4pm Monday to Friday.
- (vi) Access to the crane may be restricted if the above terms are not met

04.8 Services Wharf

- (i) Vessels must not be left alongside the Services Wharf for periods in excess of 15 minutes. Members should check in with Reception prior to leaving their vessel.
- (ii) Any vessels left alongside in excess of the above approved time limits may be removed by Club Staff.
- (iii) Overnight berthing alongside Services Wharf is subject to the standard Schedule of Fees.

04.9 Environmental Protection & Risk Management

Members and users of facilities on Club Property note:

- (i) Smoking and the use of naked lights or flames on the Services Wharf, Boatyard or designated Work Berths is prohibited.
- (ii) The Club strictly prohibits personal and non-emergency use of firehoses and taps to wash vehicles, property or non-facility holding vessels. The Club reserves the right to charge a fee for unauthorised water use.
- (iii) Use of power equipment is strictly limited to the hours of 7.30am – 4pm Monday to Friday.
- (iv) pressure washing of vessel hulls on Club facilities is strictly prohibited.
- (v) Fishing, swimming or diving is prohibited.
- (vi) In the event of a fuel spill, users must follow the prescribed procedures and advise Club Staff as soon as practicable.
- (vii) No maintenance works may be undertaken on any Club Facility or Hardstand after sunset.
- (viii) Fuel may not be transferred to or from a tank or container to another tank or container at the Club's moorings, Marinas and Hardstand Areas or elsewhere on Club property except at the Services Wharf or any other place designated from time to time by the General Manager.

Also, Members and users of the facilities shall;

- (ix) remove or cause to be removed from the Marina to the waste bins provided, all waste and rubbish brought onto or generated on Club property;
- (x) sort and place recyclable items in the designated bins;
- (xi) not discharge into the environment toilets, oil, chemicals and spirits, flammables, oily bilges, paint or any other pollutants;
- (xii) not use the waste receptacles provided for disposal of domestic, commercial or industrial waste;
- (xiii) only deposit batteries, sump oil and all other pollutants in the facility provided by the Club; and
- (xiv) not undertake cleaning or other activities (or engage contractors to undertake cleaning or other activities including underwater hull cleaning) anywhere on Club Property if such cleaning or other activity will discharge pollutants into the waterway.
- (xv) report matters that they feel represent a risk to the safety of individuals, Club property, or a danger to the environment. Such matters shall be recorded in the Club's Incident Register located at Reception, for determination of appropriate actions.

04.10 Club Recreational Moorings: Coaster's Retreat - America's Bay - Refuge Bay

- (i) Club Recreational moorings are only for the use of vessels owned by Full Members & General Intermediate Members, when the Full Member & General Intermediate Member is in control and only for periods not exceeding 24 hours each usage.
- (ii) Club recreational moorings may be used by vessels having a maximum combined displacement of 20 tonne, or such greater displacement as may be displayed on the mooring. Rafting up is permitted only when weather conditions are suitable.
- (iii) Only vessels included on the Register of Vessels will be entitled to a Club Mooring Authority.
- (iv) Both the Club Burgee and a current Club Mooring Authority must be displayed on vessels occupying Club Recreational moorings.
- (v) Dinghies must not be left tied to any Club Recreational moorings.
- (vi) Damage to moorings or associated equipment should be reported to the Club for repair.

04.11 Member Compliance on Testing of Slings and Lifting Points

It is a requirement that vessels domiciled on the Club's hardstands which require Club cranes to transfer to water have slings, shackles and lifting points inspected annually at the owner's expense to identify any potential shortcomings and mitigate risk of failure. Club staff will facilitate this process on an annual basis in an effort to reduce cost and inconvenience to members. Should a member decline to participate in this service an independent certification that the slings, shackles and lifting points are suitable for the purpose must be provided to the waterfront office.

04.12 The Jack Gale Centre (JGC)

- (i) The JGC is to be kept locked at all times unless in use.
- (ii) The JGC is for the use of all scheduled Centreboard activities on Sundays and other days as scheduled.
- (iii) Access to the JGC is provided through Club card access. In addition to staff, the Rear Commodore Centreboard, Commodore and Vice Commodore will be provided access.
- (iv) Members wishing to utilise the facility may request use through the House Manager or Reception and an access card will be granted for the duration.
- (v) It is preferable that bookings for use of the JGC are made in advance with at least 24 hours' notice.
- (vi) Those Club tenants with access arrangements as noted in their leases must make bookings through the House Manager.
- (vii) Alcoholic beverages may not be consumed within the JGC without prior approval of the General Manager.

04.13 The Club Tender Service

- (i) The Club offers a tender service to vessels that are listed on the Club's Yacht Register.
- (ii) Members on Club moorings are offered an on-demand tender service to their vessel during the specified daily tender service hours.
- (iii) The Club offers members with vessels on private moorings within the tender service area a tender service to their vessels to assist them in participating in Club organised activities. It is requested that members assist in the efficient management of this service by minimising the number of trips required to and from a boat by having crew gather at the Club first.
- (iv) The tender service area is defined as two separate zones:
 - Zone A (original Tender service area) is the area south of the RMYC tower to the southern side of the Quays Marina and north of the area between Newport Public Wharf and Bayview Dog Park.
 - Zone B (extended Tender service area) is north of Zone A and limited by the area of water between Church Point Ferry Wharf and Vivian St Wharf (Scotland Island) and Eastern Wharf (Scotland Island) due East to the mainland.
- (v) The tender service will prioritise service for members participating in Club organised activities.
- (vi) Any use of the service outside of the above requirements will require the authority of the General Manager or Delegate and may only be on a very occasional basis.

4.14 Sailfit – Fitness Facility

- (i) The Club will automatically renew a member's Sailfit membership each year unless advised in writing to terminate.
- (ii) Sailfit membership is charged on a pro-rata basis. Termination prior to Club financial year end will not result in any refund.
- (iii) Only members who have paid their Sailfit subscription fee and completed required induction processes may access and use the facility.

05 MEMBERS & GUESTS

05.1 *Membership*

- (i) In reference to Rule 43.3 of the Constitution the maximum number of visits by any one guest in any twelve month period will be six, after which proposal of the Guest for membership is encouraged.
- (ii) In relation to the Constitution's reference to Absentee membership, the term "very occasionally" is interpreted to being no more than six visits per year, unless there are exceptional circumstances approved by the Membership Committee. An application for Absentee membership must be made in writing by the member and must be presented to Membership Committee for consideration.
- (iii) Any Adult member may introduce guests to the Club and the guest's details must be entered into the Guest Register situated in the Foyer. Guests will not be able to receive beverage or food service from the Club unless they have signed the Register and are in possession of the appropriate registration receipt. Guests must produce their registration receipt to Club Staff immediately upon being requested to do so.
- (iv) The Guest Register must be signed by the member introducing guests and that member must be present and is responsible for their guest's conduct whilst they are on Club property.
- (v) Any applications for membership or change to a membership class received after the mailing of a notice convening an Annual General Meeting or General Meeting are not to be processed until after the business of that Meeting is concluded.
- (vi) When in the opinion of the Election Committee or Board there is a likelihood that an Applicant for membership may use the Club's boating facilities, the Applicant shall only be considered for membership in the class of Full Members.
- (vii) When in the opinion of the Rear Commodore Membership or Board, a member who is not a Full Member is making use of the Club's boating facilities, except when hiring the Club's boats to participate in Club sanctioned events, the member shall be required to cease doing so or become a Member in the class of Full Member.

05.2 *Dress*

- (i) The minimum dress for the Halyards area will be sleeved shirts, shorts and footwear.
- (ii) The minimum dress standard for the upper level of the Clubhouse will be clean, smart casual attire and appropriate footwear.
- (iii) Hats must not be worn in the Clubhouse without the consent of the General Manager.

05.3 *Club Uniform*

- (i) The Club formal dress jacket will be navy blue, double or single breasted worn with a white shirt, Club tie, dark grey or cream slacks, black or grey socks and black shoes. Colour of slacks to be determined prior to each event by the Flag Officers. Double breasted jackets will have six oxidised buttons with a crown and anchor bearing the letters R.P.A.Y.C. Single-breasted jackets shall have two oxidised buttons.
- (ii) A burgee may be worn on either jacket on the left pocket consisting of a Royal crown, and a gold fouled anchor mounted above a gold spray of laurel leaves.
- (iii) The cap to be worn with the formal dress jacket will be navy blue cloth with shiny black peak. The badge on the cap is similar in all respects to the dress jacket badge.
- (iv) The Club tie, worn with the formal dress jacket, will be navy blue with thin red diagonal lines and gold royal crowns 7mm high, spaced approximately 35mm apart.
- (v) The Club tie worn with a business suit or sports type jacket will be the tie, which is navy blue with the Club Burgee depicted thereon.
- (vi) For women the Club formal dress jacket will be navy blue, double or single breasted and worn with a white shirt or blouse, Club tie or scarf, dark grey slacks or skirt, black or grey socks, or hose and plain black shoes. Double breasted jackets will have six (6) oxidised buttons with a crown and anchor bearing the letters R.P.A.Y.C. Single-breasted jackets will have two oxidised buttons.

05.4 Conduct of Members

- (i) Members will not engage in conduct:
 - which is prejudicial to the interest of the Club;
 - which causes offence to other members, their guests or visitors; or staff
 - which is unbecoming of a member.
- (ii) Members must act at all times in accord with the Club's Values Statement, set out in Annexure B.
- (iii) Any person creating a disturbance or interfering with the peaceful enjoyment of fellow members and their guests will be requested by Club Staff or Elected Club Officials to vacate the Club Property forthwith.
- (iv) Members should, at all times, be mindful of the beliefs and cultural diversity of other members and their guests together with the concept of equal opportunity for all.
- (v) Members shall not use any part of the Club's Property in any manner which breaches any law relating to Work Health and Safety or the Environment Protection Act or creates any occupational health and safety problem or an environmental problem. The members shall comply with any directive given by Club Staff concerning Work Health and Safety and Environmental Protection Act.
- (vi) Social media offers the opportunity for the Club, members, guests and the broader community with a shared interest in the sport of sailing to gather in online communities to create, share or access content. As a member based organisation, the Club recognises social media as an important opportunity for the Club in general as well as to promote participation, membership and the sport of sailing.
- (vii) Members who wish to provide constructive feedback should do so through the appropriate channels with Club Management and/or Elected Officers. Members who use social media in a negative manner which creates ill feeling, negative sentiment or brings the Club into disrepute may face disciplinary action. The Club's Social Media Policy can be found on the Club website.
- (viii) Members will comply with the relevant statutory requirements with regard to workplace practices and environmental management and any workplace practice and environmental management control determined by the Club from time to time.
- (ix) Any damage caused by a member or vessel to Club Property or other person's property must be reported to the Club within 24 hours of the occurrence and will be recorded in the Club's Incident Register.
- (x) Members are also encouraged to report any near miss incidents so the Club may proactively attend to risk management.

05.5 Alcohol

- (i) The responsible service of alcohol is a requirement of law and will be administered by the Club Staff. The Club Staff, at all times, are bound by the Responsible Service of Alcohol Regulations. Any person who is under the age of eighteen years, or any person who is believed to be intoxicated, must not be supplied with any alcoholic beverage.
- (ii) Take-away alcoholic beverage must not be consumed in the Clubhouse and environs.
- (iii) Alcohol received at Prize Giving must not be consumed in the Clubhouse and environs.

05.6 Smoking

Smoking in the Clubhouse, the Halyards lawn and outdoor service areas and balconies is prohibited by law. Smoking is also prohibited on the Boatyard, the covered entrance walkway to the Club and within 5 metres of any Club entry point.

05.7 Charities

Collections for charities or other purposes, together with any other fundraising functions on behalf of members must not be made on Club Property without the approval of the General Manager, nor will the sale of tickets in lotteries, raffles or any function be made on Club Property without such approval. Such an application for approval must be in writing and received a minimum of 72 hours before the activity

05.8 Advertising & Promotion

No advertisements or promotions are to be displayed on Club Property including the marina and hardstands or published in Club publications or through the Club website unless:

- (i) it is part of an approved sponsorship of Club activities;
- (ii) it is approved by the General Manager (whether on a paid or free basis) and promotes yachting or boating;

- (iii) it is a personal advertisement by a member on a Club noticeboard or website for the sale or purchase of boats or boating equipment. Each advertisement is to be subject to prior written approval by the General Manager. If not withdrawn beforehand or an extension obtained, advertisements will be removed after 28 days; or,
- (iv) it is a business card available at the Clubhouse Reception advising of the availability of supplies or services related to member boating and have the prior approval of the General Manager.

Fundraising initiatives involving canvassing members directly are prohibited.

05.9 Campaigning by Nominees for Election of Office Bearers

The Club provides information on the nominees for the Election of Office Bearers in accordance with Constitutional Rule 25. Any campaigning done by nominees and/or other members is personal. The Club and its resources may not be used for the distribution of campaign material; this includes databases, noticeboard and distribution of brochure material.

05.10 Members' Property

- (i) The Club accepts no responsibility for the property of members or others on Club Property.
- (ii) Personal belongings including sailing bags may only be left in the storage areas which may be determined from time to time by the General Manager. Sailing bags are not permitted to be stored in the Clubhouse including Foyer, bars, or function areas.
- (iii) Unclaimed property will be kept at the Club office for three (3) months, after which period the Club may dispose of the property as it wishes.

05.11 Entertaining

- (i) Members must give management at least one (1) weeks' notice if they require any special arrangements, or the use of specific facilities, to entertain their guests.
- (ii) Any member wishing to utilise the barbecue area for a private or Club function must pre-book the barbecue area with the Club.
- (iii) If any of the Club's Food and Beverage outlets are open, only beverage and food purchased from the Club shall be consumed in the Clubhouse and environs, unless authorised by the General Manager or Delegate.

05.12 Feedback & Club Staff

- (i) Any complaints or feedback must be in writing and directed to the General Manager.
- (ii) A suggestion box is available at Reception for Members to provide immediate feedback whilst in the Club.
- (iii) Members seeking information should liaise in the first instance with the relevant Department Administration staff. If the Member is uncertain of the relevant Administration Staff to direct their enquiry they should speak with Reception. In the event that Administration Staff are unable to respond (e.g. outside of their authority) it will be escalated to Management.
- (iv) Members must not direct or reprimand Club Staff.
- (v) Members must comply with a direction from Club Staff that is in accordance with these By-Laws.
- (vi) Tipping is not permitted. A Christmas fund exists for Club Staff to which members may contribute in order to show their appreciation for the service they have received.

05.13 Dogs

- (i) Dogs are excluded from the Clubhouse and its environs, with the exception of the Terrace area at the northern end of Halyards. Dogs are permitted in other areas of the Club Property provide they are kept on a leash and under the effective control of an adult at all times. Dogs must not be tied up and left on their own, owners are required to remain in the immediate company of their dogs at all times.
- (ii) Any dog droppings are to be removed, wrapped and placed in a rubbish bin by the owner. Dog droppings must not be disposed of into the Marina waters.
- (iii) Members should consider others when toileting their dogs and the Centreboard Lawn is not an acceptable place for toileting.
- (iv) Other animals are permitted on the Club premises, other than the Clubhouse and its environs, provided that equivalent controls are applied to those for dogs.

05.14 Access to Clubhouse

Access to the Clubhouse is governed by the Registered Clubs Act. Members and their guests are required to comply with this legislation. Infringements may lead to fines or impact the Club's Liquor Licence.

In particular:

- (i) The Clubhouse may only be accessed via the main Clubhouse doors.
- (ii) Guests of members and temporary members must sign in, using the facilities available at Reception.
- (iii) Entry to the Clubhouse is not permitted via the ground floor toilets, the gates in the fence surrounding the Halyards lawn area or northern terrace side entry gate. These gates are for egress only.

05.15 Mobile phones

Ring tones on mobile phones should be silenced when entering the Clubhouse. Persons wishing to take or make calls should do so from an area outside the Clubhouse.

06 ON WATER**06.1 Club Burgee**

- (i) The Club Burgee will be blue with a red cross with a Royal Crown in the upper canton, and any Full Member & General Intermediate Member may wear the burgee on his vessel.
- (ii) The Club Burgee will not be worn at the same time as the Club Racing Pennant.
- (iii) No other flag may be worn above the Club Burgee, unless it is a courtesy flag when in another country.
- (iv) The Burgee should be hoisted whenever a defaced Blue Ensign or Australian Flag is flown.
- (v) Flag and Yacht Etiquette are derived from custom and usage of the Royal Navy. Members of The Royal Prince Alfred Yacht Club will wish to maintain similar high standards of seamanship and good manners (refer Annexure C).
- (vi) Apart from Authorised Club Products available through the Club office or approved vendors, no member or other person may use the Logo/Burpee of The Royal Prince Alfred Yacht Club without written consent of the General Manager.

06.2 Officers' Flags

- (i) The Honorary Commodore's Flag will be blue with a red cross, rectangular in shape, with a Royal Crown in the upper canton.
- (ii) The Commodore's Flag will be blue with a red cross, rectangular in shape, with a Royal Crown in the upper canton and a swallowtail.
- (iii) The Vice Commodore's Flag will be similar to that of the Commodore, with one red ball in the lower canton.
- (iv) The Rear Commodore's Flag will be similar to that of the Commodore, with two red balls in the lower canton.
- (v) The Flag of a previous Commodore of the Club will be similar to that of the Commodore with the capital letter "R" in gold in the lower canton.

06.3 Blue Ensign

The Blue Ensign of H.M. Fleet, defaced with a ducal Coronet will be adopted but shall not be worn unless:

- (i) The yacht owner has an Admiralty Warrant to fly the Blue Ensign;
- (ii) The Warrant is aboard the yacht at the time and the owner complies with the conditions of the Warrant.
- (iii) The owner is on board or in effective control of the yacht (eg. ashore in the vicinity); and
- (iv) The Club Burgee is worn.

06.4 Register of Vessels

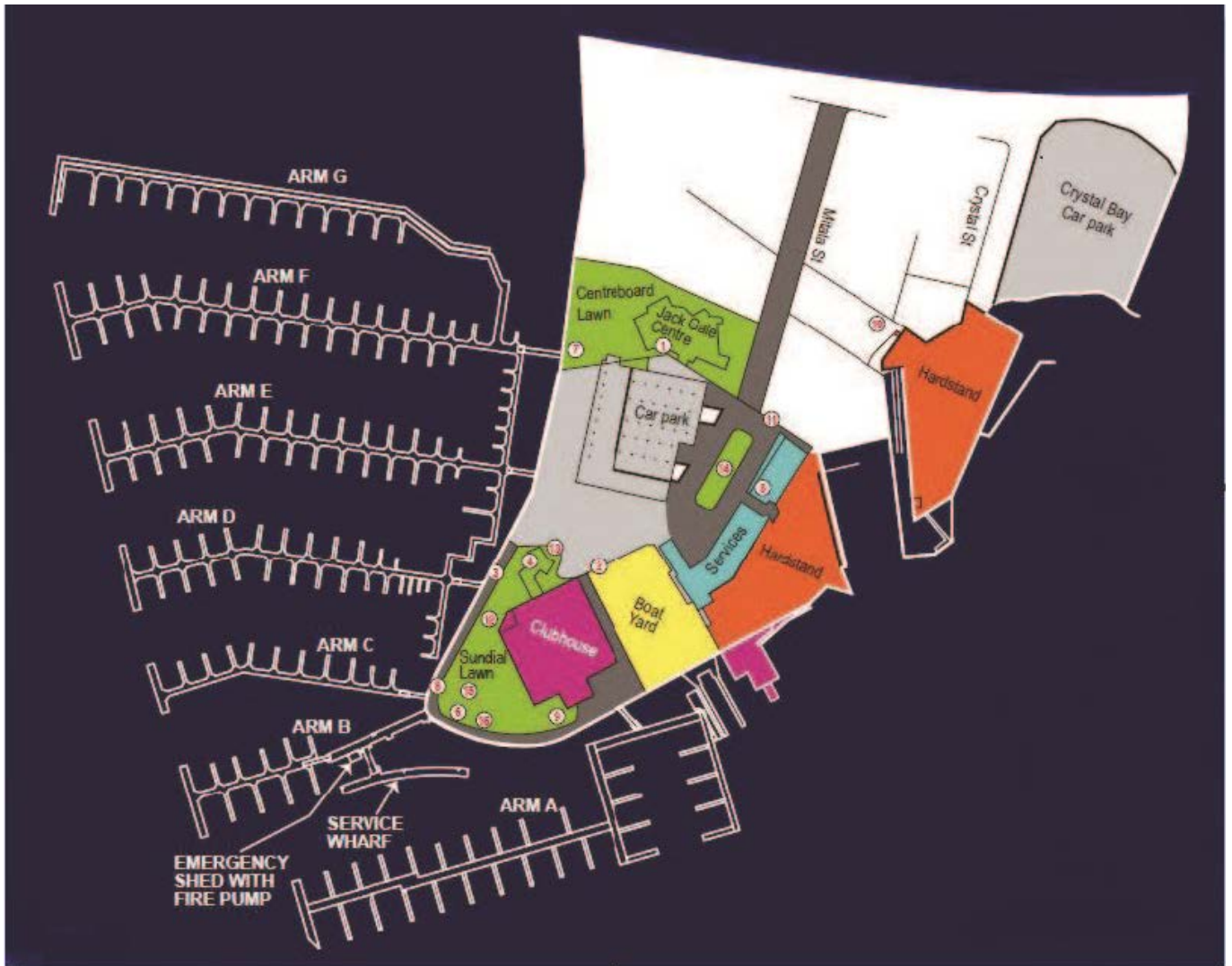
- (i) The Club will maintain a register of vessels, which will be called the Register of Vessels. A member's vessel entitled to fly the Blue Ensign will be appropriately noted.
- (ii) To be included on the Register of Vessels, a vessel must be owned by the Club, a Full Member or a General Intermediate Member. If the vessel has more than one owner, all owners must be Full Members or General Intermediate Members and individually recorded as such on the Register. A vessel on charter to a Full Member or a General Intermediate Member may be placed on the Register of Vessels for the period of the charter provided that all charterers are Full Members or General Intermediate Members of the Club. A vessel that is owned by a Club Member which is available for commercial charter may NOT be placed on the Register of Vessels.

- (iii) Applications for a vessel to be placed on the Register of Vessels must be made in writing to the Board and must record the vessel's name, the name of all owners and state they are all Full Members or General Intermediate Members of the Club, the rig, tonnage or rating, sail number if applicable, registration numbers and any other details the Board consider appropriate. In the case of vessels being chartered by member(s) a copy of the charter contract must be provided. The Board will only approve that the vessel be placed on the register if they are satisfied that the details are complete and correct. The Board reserves the right to reject any application without being required to give any reason for the rejection.
- (iv) Full Members and General Intermediate Members must give to the General Manager immediate notice of any circumstances affecting the eligibility of their vessel to remain on the Register of Vessels.
- (v) It will be the responsibility of Full Members and General Intermediate Members disposing of any vessel on the Register of Vessels to a non-member to withdraw all Club flags, Club Mooring Authorities and markings from such vessel.
- (vi) When applying for a vessel to be entered on the Register of Vessels, and if so entered at any other time when requested, members must provide evidence satisfactory to the Club of the vessels ownership and use.

Vessels included on the Register of Vessels are entitled to a Club Mooring Authority.

- (vii) The Register of Vessels must be displayed at all times in the Clubhouse.
- (viii) Entitlement to remain on the Register of Vessels is conditional upon compliance with all Club By-Laws and requirements, including those relating to payment of accounts.
- (ix) For a motor vessel to be on the Register of Vessels it must be maintained to comply with legislative requirements applicable from time to time or other standards established by the Board from time to time.
- (x) Although certain minimum equipment standards are self-certifying, vessels are subject to spot and/or organised audits from time to time. Vessels found not complying with the prescribed minimum equipment requirements may be disqualified from events and owners will be given 7 days' notice (or such other period as is approved by the General Manager) to bring their vessel up to standard. Failure to comply will result in removal from the Register of Vessels, disqualification and exclusion from organised Club events and loss of rights to occupancy of a Marina berth, moorings or Hardstand area.

ANNEXURE A



ANNEXURE B

VALUES STATEMENT

- **'One Club'**
The Club embraces and supports the diverse sailing and boating interests of its members. Unity across all groups is paramount to the success of the Club, which offers a diverse range of programs, Clubhouse, marina and ship repair facilities.
- **Integrity**
The Club expects the highest levels of individual and corporate integrity. Compliance with the Club's Constitution, its By-Laws, policies and State & Federal legislation are paramount. The Club's assets will be preserved and safeguarded.
- **Openness & Transparency**
Decision-making processes should be open, transparent and rational. Decisions are made for the common good of the membership rather than individual members.
- **Respect**
All actions, decisions and communication should be respectful of all members, staff, the community and the environment.
- **Safety**
The safety of our members, guests, staff visitors and others is fundamental both on land and water.
- **Quality**
Delivery of quality service across all levels (internally and externally) is vital to the success of the Club. We welcome challenges to existing processes to foster continual improvement and a drive to excellence.
- **Fairness & Equity**
The Club promotes an environment that fosters fairness, equity and respect for social and cultural diversity. Everyone is to be treated fairly and equitably regardless of their status within the Club.
- **Proud History**
All stakeholders will preserve, respect and contribute to the history that has created The Royal Prince Alfred Yacht Club since 1867.
- **Success**
Success is valued and celebrated across all activities within the Club.

ANNEXURE C

Yachting & Flag Etiquette

Incorrect use of flags may cause insult, at home or abroad and by making an unintended signal could lead to a fine for breaking the law. It is important that the correct flag(s) are flown in their appropriate positions for a signal to be clear and effective.

The most senior position for a flag on a vessel is reserved for the Ensign - this is worn as close to the stern of the vessel as possible and denotes the nationality of the vessel. An Australian registered vessel should wear the national maritime flag, the *Australian Red Ensign*, unless entitled to wear a privileged Ensign.

The burgee takes the next most senior position on the vessel, which is the main masthead. Only one burgee may be flown on the vessel. A privileged ensign may never be worn without its Club burgee

The starboard spreaders are used for signalling. This is where both a national courtesy flag and the Q flag should be flown.

It is now common practice to fly the burgee at the starboard spreaders, however, no other flag may be flown above the burgee on the same halyard. Similarly, no other flag may be flown above a national courtesy flag on the same halyard. If you fly your burgee at the starboard spreaders and are sailing in the territorial waters of another country you have a dilemma and however you choose to solve this, unless you fly your burgee at the top of the mast you will be contravening one or another element of flag etiquette.

House flags are flown from the port spreaders. A house flag may indicate membership of an association (i.e. the RYA House Flag) or society or may be to indicate membership of another Club, if the burgee of a more senior Club is already being flown. More than one house flag may be flown on the port halyard, but with the caution that they are flown in order of seniority.

The sizes and condition of flags are important. They should not be tatty and should not hang in the water, but should still be large enough to be seen.

The RPAYC has no power to police the wearing of Ensigns or prohibited flags other than by spreading the word about flag etiquette and encouraging good practice.

As adopted from the Royal Yachting Association.

To further assist members:

<u>Ensigns:</u>	All Australian ships are entitled to wear the Australian Red Ensign.
<u>Burgee:</u>	The Club Burgee is normally worn at the masthead or failing that on starboard spreader.
<u>Colours in Harbour:</u>	The Burgee and Ensign should be hoisted at 0800 hours and lowered at sunset.
<u>Colours at Sea:</u>	The Ensign should be worn in daylight within sight of land or when in company with other yachts or ships. The burgee is not required to be lowered at sunset.
<u>Racing and Cruising:</u>	Burgees and Ensigns must not be worn when racing. Racing Burgees should be flown from the backstay only when racing. Club Burgees should be worn when participating in a cruising event and must be worn when using a Club mooring.
<u>Salutes:</u>	The Red and Blue Ensigns should be dipped to warships of all nations and to the Commodore and Vice Commodore of The Royal Prince Alfred Yacht Club.

ANNEXURE D

Flags of the RPAYC

