

# **CARGREEN YACHT CLUB LIMITED**



## **CLUB BYE-LAWS**

September 2022

**Coombe Lane, Cargreen, Saltash, Cornwall PL12 6PB**

A company limited by guarantee and without a share capital.  
Companies Registry number 5121798  
Registered Office: The Clubhouse, Coombe Lane, Cargreen PL12 6PB

**BYE-LAWS*****Preliminaries***

In these Bye-laws:

“Authorised Event”: Local, regional or national events that the committee or the Sailing Officer (or other nominated person) has approved for the use of Club boats.

“Club Boats” All Club owned dinghies, safety boats, work boats and the mooring barge.

“Club Events and Activities” All events and activities organised by the Club and announced to members via email, notice-board or website.

“Yacht” In keeping with UK legislation and UN (ITU & IMO) conventions and MCA Guidance on Classification, yachts are defined as those vessels which are in use for sport or pleasure.

“Vessel” A vessel includes every description of watercraft, seaplane, non-displacement craft, submersibles, personal watercraft, sailboard, and craft of every kind however navigated, propelled, or moved [ex Dockyard Port of Plymouth 2020 Order]

## ***Moorings Bye-Laws***

**1 Introduction:** The fundus of the river Tamar at Cargreen is owned by the Duchy of Cornwall and leased to the Cargreen Yacht Club.

The King's Harbour Master (KHM) is responsible for the management of the river, and issues licences to yacht clubs and other organisations to lay moorings in defined areas. Cargreen Yacht Club (CYC or The Club) is licensed by KHM to lay moorings at Cargreen.

Under the terms of the Duchy lease the Club allocates moorings on licence to members.

The mooring tackle (consisting of sinker, ground chain, riser and hippo buoy) is usually owned by the Club. Some mooring tackle is owned by members.

No member has any rights to a particular position on the fundus though in general the Club will allocate the same mooring position to members year on year.

The annual fee for a licence and the rental rates are determined from time to time at the AGM. Members shall apply annually to the Moorings Officer to renew their mooring allocation using the form provided (usually on-line).

**2 Laying of Moorings:** Moorings at Cargreen will be laid by the CYC Bargemaster. No other individual, club or contractor may lay or move moorings at Cargreen without permission from the Mooring Officer.

**3 Servicing of Moorings:** All moorings at Cargreen will be serviced annually by the Bargemaster and his servicing team, usually in November. Owners of boats will not usually be contacted individually prior to the service.

In cases where a boat occupies the mooring, a Mooring Service Charge will be levied.

For smaller boats (generally 30 feet and under) the boat will be taken alongside the Barge and a standard charge (see Ancillary Charges Bye-law) will be levied. For larger boats and multi-hulls (where a long line technique is used to transfer the boat to another mooring) and in cases where additional work is required the charge will be greater to take into account the time taken and the hourly cost of running the Barge (see Ancillary Charges Bye-law).

Where practicable, owners of larger boats and multihulls will be requested to move their vessels to another mooring during the servicing.

Any strops found on unoccupied moorings during servicing will be removed because of the risk of fouling the mooring barge propeller. A charge for strop removal may be raised if bargework is delayed (see Ancillary Charges Bye-law).

**4 Allocation of Moorings:** The order in which applicants are offered mooring positions will be decided by the Mooring Officer, taking account the type and size of vessel, the date of application and the applicant's geographical preferences. Moorings are for the sole use of the mooring holder, or holders in the case of joint ownership of a yacht.

Where yachts are jointly owned the Mooring Officer may require supporting documents such as insurance, SSR certificates or a bill of sale. Moorings may not be transferred, reassigned, sublet or sold, nor may members make any private arrangements to allow their moorings to be used by a third party.

Mooring tackle may only be purchased from the Moorings Officer, who will provide a valuation.

#### **5. Mooring Holders Obligations:**

Boat owners must maintain their boats in a good and seaworthy condition and are responsible for the safety and security of their own vessels and equipment. Owners must report any perceived defect in the integrity or positioning of their mooring, or proximity to other vessels, to the Mooring Officer as soon as possible and should arrange for the boat and strops to be inspected at least every three weeks – this is particularly important for boats overwintering afloat.

Mooring holders must obtain the prior consent of the Moorings Officer to any change of vessel to be placed on their moorings. Consultation with the Moorings Officer is advised before changing boats as their mooring might not be suitable for the new boat.

Owners must inform the Mooring Officer if they will not be using their moorings for any period over 4 weeks between 1st April and 30th October.

**6 Rental of Moorings:** The Club normally has a number of moorings to rent to members on a monthly or annual basis. Tenants of moorings have no right

of tenure beyond the agreed rental period but the Moorings Officer will endeavour to give long term tenants the same mooring position year on year. The Moorings Officer will offer tenancies in order of application taking into account the size and type of vessel and applicant's geographical preferences.

**7 Vacant Moorings:** Mooring holders whose moorings will be left vacant for periods over 4 weeks should inform the Mooring Officer. The Moorings Officer may let these moorings on a temporary basis, the fees arising will be shared equally by the mooring holder and the Club in the first year but if the mooring is not occupied for more than one year any ensuing fees will be retained by the Club. Members who own mooring tackle will remain responsible for the costs of the annual mooring service.

**8 Relinquishing a Mooring:** All mooring transactions will be carried out by the Moorings Officer. Members who wish to relinquish their mooring shall notify the Moorings Officer who will advise a value for the mooring tackle.

The Club will have first option on purchase of the tackle; if the Club does not wish to purchase, the tackle may be sold, at the valuation of the Moorings Officer, only to another Club member.

If, at the time of licence renewal, there is no willing purchaser, the Club will, at the request of the member, take back the mooring into its ownership in lieu of the outstanding annual fees and servicing costs.

A member owning mooring tackle is allocated, but does not own, the position on the fundus.

Owners are strongly advised to inform the Mooring Officer of intended sales prior to 1st November so that an accurate valuation can be determined when the mooring is lifted during the annual service.

**9 Mooring Strops:** a) The Club is responsible for the integrity of moorings up to and including the swivel. Mooring holders and tenants are entirely responsible for the provision of suitable strops to secure the yacht to the swivel, and for ensuring that their foredeck fittings are of suitable size and strength.

Two strops are preferred where feasible and should be as short as practicable. A recommended specification can be found on the Club's website or from the Moorings Officer. All strops need to be protected against chafe and all shackles must be securely moused. Stainless steel shackles should

be used wherever possible. The Mooring Officer and Bargemaster will advise if requested.

b) If, in the opinion of the Moorings Officer or Bargemaster, a vessel's mooring strops or fittings are inadequate the owner will be requested to rectify the situation within twenty-one days. If strops are considered in urgent need of re- placement the Moorings Officer or Bargemaster may replace them or add additional strops. The owner will be charged for the new strop(s) and a service charge may be applied (see Ancillary Charges Bye-law).

Owners who decline to improve their foredeck fittings or persistently use inadequate strops may have their licence to use a mooring or rental agreement restricted or curtailed.

c) Strops should be removed from vacant moorings. The mooring servicing team will usually remove strops left on moorings when the moorings are serviced. A charge for strop removal may be raised if bargework is delayed (see Ancillary Charges Bye-law).

**10 Licence Holders Charges:** Mooring charges covering fundus leasing costs, annual inspection and indemnity insurance are fixed at the AGM by a simple majority vote of Members present and entitled to vote. The mooring financial year runs from 1st March to 28/29th February. Payment is due on 31st January; late payment will normally attract a £50 surcharge.

**11 Tenants Mooring Charges:** Charges for rented moorings are agreed annually at the AGM. Different rates may be set for annual and monthly rents. Rental charges are inclusive of annual service and replacement costs. Rental charges must be paid before the mooring is occupied.

**12 Arrears of Mooring Charges:** Any member whose mooring charges are unpaid after 1st March is liable to have both the privilege of membership and the allocation of his mooring position suspended. The member may not enter the Club's premises, enter any Club event or regatta nor vote at any meeting.

Members whose mooring charges are still unpaid after 1st May shall cease to be members. They must vacate their moorings immediately and forfeit any mooring position in the Tamar River area leased by the Club. Such ex-members may be eligible for re- election but may be required to pay an entrance fee and any arrears of mooring or other fees.

**13 Liveboards:** Permanent residence on boats on Club moorings is forbidden. Potential members who wish to live on-board permanently will not be allocated a mooring. Existing members and visitors who wish to live on board their boats may do so for periods not exceeding four weeks but may exceptionally be granted extensions of that period with the approval of the Committee.

**14 Non-members' use of Moorings:** Non- members may, at the Moorings Officers discretion, be permitted to stay on a Club mooring for up to one month charged at a daily Visitors Mooring rate. Payment will be as directed in the Visitors Moorings information. The daily Visitors Mooring rate as set out in the Fees and Ancillary Charges Bye-law. Upon payment visitors are extended the use of Club facilities save that Rule 6.3 is complied with for use of the bar. Temporary membership may be extended to visiting yacht crews under Club rule 2. In exceptional circumstances, and at the Moorings Officers discretion, lets of more than one month may be permitted.

**15 Security/Boatwatch:** Members applying for moorings acknowledge that the boat watch scheme or any other security measures confer no rights to the mooring holder or tenant and impose no obligation on the Club, the Officers or on the individual members. The mooring holder or tenant recognises that any Boatwatch scheme or other security measures provided by or organised by the Club or individual members are necessarily limited in scope and effectiveness and cannot be relied upon to provide any particular level of cover or protection.

The mooring holder or tenant agrees to hold free of liability and to indemnify the Club, the Committee, the Boatwatch Manager, and individual members in respect of any actual or alleged failure or deficiency of any Boatwatch scheme or other security measures provided by or organised by the Club or individual members regardless of whether the alleged failure or deficiency was the result of negligence or any other cause.

**16 Insurance:** Third Party Insurance. Owners of yachts, tenders and dinghies secured in the Club's mooring area, foreshore, "toast racks" and dinghy parking areas shall ensure such craft are covered by third party insurance of at least two million pounds (£2M).

Such insurance shall include removal of the wreck if their vessel is wrecked while occupying a Club mooring. Cargreen Yacht Club will not be responsible for any loss, damage, death or personal injury however caused to any

person, vessel or equipment as a result of their vessel being moored at Cargreen.

**17 Movement of Moorings:** The Club reserves the right to move any vessel or mooring tackle, at its discretion, in the interests of safety or in the interest of the efficient management of the moorings. Mooring owners whose vessels are moved for safety or efficiency will be offered a suitable alternative.

**18 Disputes:** Any dispute arising from the holding of a Club mooring shall be dealt with in accordance with the Disputes Resolution Procedure laid down in Section 3 of the Club Rules.

## **Clubhouse & Site Bye-Laws**

**1 Car Parking.** Parking is permitted only in the marked spaces. Parking in the marked spaces is a privilege and is not a right. The privilege to park may be withdrawn by resolution of the Committee. Cars shall only be parked in designated areas on the Club Site and so as not to cause an obstruction to other cars or to the approaches to the Clubhouse.

Due to scarcity of parking space the cars of non-members should not be left on site overnight. If members' vehicles are to be left overnight, details (including registration number and estimated length of stay) should be emailed to [carpark@cycadmin.org](mailto:carpark@cycadmin.org) and contact details (mooring number and telephone number of whoever is best able to move the vehicle eg non-sailing partner) left visible through the windscreen.

## **2 Parking of Dinghies & Tenders.**

**2.1 Parking of Dinghies on Club Site.** Application to park dinghies on the Club Site shall be made to the Dinghy Park Manager, or the nominated person. Dinghies shall be kept on launching trolleys capable of being easily moved by one person to permit mowing of grass. Trolleys shall be clearly and indelibly marked with the owner's name; an unidentified trolley and its dinghy shall be liable for removal from the Club site. The grass parking area is marked out with an access route; this route shall be kept clear to allow boats at the rear to be extricated easily. Detailed conditions and procedures for parking will be issued on acceptance of applications. Parking of dinghies by non-members requires the specific permission of the Committee.

**2.2 Parking of Tenders on the Foreshore and in the "Toast-racks".** Application to park tenders on the foreshore or in the "toast-racks" shall be made to the Foreshore Manager, or the nominated person, on the forms provided. Tenders and trolleys shall be clearly and indelibly identified; unidentified tenders and trolleys shall be liable for removal from the vicinity of the Club site.

**2.3 Boat road trailers** (including combination trailers) shall not be stored on the Club site or on the beach. Road trailers must be taken away immediately after delivery of the boat to the Club site. Every trolley must be marked with the owner's name or identifying sticker.

**3 Dogs** with the exception of guide dogs, are not allowed in the Clubhouse. Dogs elsewhere on Club property must be kept under control and must not be a nuisance to members and guests.

**4 Clubhouse Access.** Access to the Clubhouse is by electronically operated security lock. Members may apply for a personal electronic key. The loss of an electronic key shall be reported immediately to a Club Officer for cancellation of that key. A further charge shall be made for lost keys (see Ancillary Charges Bye-law).

## 5 Causeway

**5.1 Launching fro the Causeway** The Committee shall as far as is practicable maintain an adequate causeway across the mud flats adjacent to the Club Site out to the low water springs mark, suitable for launching dinghies at all states of the tide. Members shall appreciate that soft and dangerous mud exists either side of the causeway and great care must be exercised not to stray off the line of the causeway.

**5.2 Vehicles on the Causeway.** Because it is more dangerous than may be obvious motor vehicles may not be taken onto the Causeway beyond the initial slope without the prior consent of and supervision of the Foreshore Manager or designated Officer.

**5.3 Limitations on use.** Members to be aware of Section 4.9 of the Duchy lease 2021 “Not to use that portion of the demised premises described as the landing hard for any purpose other than for the launching and landing of boats by members of the Cargreen Yacht Club and their guests and not to use or permit the demised premises to be used for the launching or landing of personal watercraft otherwise known as 'Jet Skis' or craft of a similar type”.

## 6 Visitors

**6.1 Use of Club by Members of Other RYA Clubs.** A member of any club affiliated to the RYA may be authorised by a member of the Committee to use the Club's premises for up to 14 days continuously. Such authorisation shall be in writing and specify the dates the said person may use the premises.

**6.2 Participants in Club Races/Cruises.** Any person who participates in any race, cruise or regatta sponsored by or on behalf of the Club is entitled to use the Club premises within a period 24 hours before and after the event in which they are participating.

**6.3 Visitors' Book.** Members shall enter the names of all their respective guests in the Visitors' Book on entering the Clubhouse. Their guests shall enter their respective names address and signatures. Apart from pre-arranged visits by other sailing clubs and associations not more than seven

guests per member may be introduced in any one day and the same guest may not be introduced more than six times in any calendar year.

**7 Notice Boards.** A Member shall not cause any communication in whatever form to be exhibited on Club notice boards without permission of a Club Officer.

**8 Settlement of Accounts.** A member shall settle any indebtedness for refreshments or otherwise before leaving Club premises.

**9 Young People.** Young people under the age of 18 (including cadet members) shall only be admitted to the Club's premises when accompanied by a parent or guardian, or supervised by an authorised adult Member, unless a signed parental indemnity has been received and accepted by the Committee or a Flag Officer.

**10 Smoking** is allowed on the Club site but not in the Clubhouse. Cigarette ends and other arisings are to be properly disposed with regard to the fire risks of the wood construction of the Clubhouse.

**11 Footwear in Clubhouse.** Dirty or wet footwear shall not be worn inside the Clubhouse.

**12 Cleanliness.** Members are expected to clean up any mess they may make and to leave the galley, the toilets, showers etc in clean condition.

**13 Outboard Store.** Members' fuel may not be left in the store except on small motors with integral fuel tanks. There is a legal limit on the amount of fuel which may be kept in the outboard store. (*The Club needs that amount for Club purposes.*) All motors and oars must be identified with an identifying mark supplied by the Club, by arrangement with the nominated Club Officer. Motors and oars left in the store without identification or authorisation may be removed. Motors must only be stored on the racks provided. Only a limited number of outboards larger than 20 kg will be permitted.

## ***Boatwatch Bye-Laws***

**1 Legal Basis.** The provision of any Boatwatch or other security scheme is entirely at the discretion of the Committee and shall be on such terms and conditions as the Committee may from time to time decide. The purpose of such scheme shall be to assist the Police (both the Ministry of Defence and civil police) to deter crime on and about Club property and moorings. However as the purpose is to deter (but not to detect or prevent crime) neither the Club nor the Committee nor any of its members nor any member performing Boatwatch duty, shall be liable for any loss or damage which may be suffered by any yacht or boat owner. The mooring holder recognises that any Boatwatch or other security measures provided or organised by the Club are necessarily limited in scope and effectiveness and cannot be relied upon to provide a particular level of cover or protection from theft and vandalism.

**2 Appointment of Boatwatch Manager.** The Committee will appoint a Boatwatch manager to manage a Boatwatch Scheme on such terms and conditions as it may decide. The Boatwatch Manager will establish by the end February each year the names of those of the mooring holders who wish to perform Boatwatch duty and then prepare duty watch bill for the season.

**3 Boatwatch Season.** Boatwatch duty will start at a date in April and end on a date in October to be decided by the Committee each year having regard to the number of moorings and the amount of money available.

**4 Voluntary Basis of the Scheme.** The mooring licence fee and the mooring rental fee will include an element to support the Boatwatch scheme. The Club may offer a discretionary discount against fees due from members in the year following the duty undertaken. The decision to offer and the value of any discount will be determined by the Committee from time to time. Mooring holders are expected to volunteer for at least one duty and encouraged to serve two duties but no member shall serve more than four duties.

**5 Extent of Cover.** The Boatwatch Manager will aim to cover more than 90% of the nights in the season but notwithstanding that the Club cannot, because it depends upon the goodwill of members, undertake to cover any particular number of nights.

**6 Boatwatch Guidelines.** The Boatwatch Manager shall, following discussions with mooring holders, each year prepare guidelines for the conduct of Boatwatch duties in the forthcoming season. Such guidelines

must then be approved and adopted by the Committee before they have effect. Those members who perform Boatwatch duties shall be expected and required to perform their respective duties diligently in accordance with these guidelines.

### ***Bye-Laws on the Use of Club Boats***

1 The following Club-owned boats are available for the general use of only fully paid-up members (including Cadets and Student Members):

Club Pico dinghies (6)  
RS Vision dinghies (2)  
Topper dinghy (1)

The two RS Feva dinghies are for the exclusive use of Cadet members participating in or representing the Club in organised training activities, races or regattas. The use of the Fevas will be overseen by the Cadet Officer.

Club safety boats are not available to members for private use or trips.

2 A member wishing to use a Club boat for Club organised or authorised events such as races must book a boat in advance through the Sailing Officer or a nominated person and sail under the Club's burgee.

There will be no charge for the use of a Club boat taking part in a Club organised or authorised event or activity. Club boats are not available for hire or for private and unsupervised purposes.

3 Before a member may take a Club boat on the water, they must be able to demonstrate that they know how to rig it properly.

All members sailing Club boats must wear appropriate buoyancy aids at all times.

4 In the event of damage to or loss of Club boats or equipment or injury to the crew or third parties, the member will be required to submit a written report to the Sailing Officer describing the incident. This might be needed for insurance purposes.

6 In certain circumstances, such as open days or sailing taster sessions, non-members may be allowed to sail Club boats, but only if the user signs on as a temporary member (on such terms as the Committee may decide) and is subject to supervision during the event. The Committee will designate in advance the events when temporary memberships are to be allowed.

Non-members are not permitted to sail or crew Club boats at any time. (Only Club members are covered by the Club's insurance policy).

***Fees and Ancillary Charges Bye-law***

1 **Scope** Membership and mooring fees are set by the AGM; other charges are set by Committee resolution to vary this bye-law. They are usually collected via direct debit.

This bye-law enumerates the amounts that members may be charged for the goods and services that they might require in addition to those provided as part of their membership or mooring.

Bar prices and prices for Club organised events are not listed here. They are usually collected via the bar till or for ticketed events via direct debit.

2 **Charges** The amounts, in pounds sterling, are listed on the following page. Charges are levied at the discretion of the relevant Club Officer subject to approval by the Committee.

<b>Clubhouse Hire</b>		Upto 5 hours	Over 5 hours	
Ground floor		50	60	
Upper floor		30	40	
Both floors		60	70	
		Own staff	CYC staff	
Use of the Bar		25	45	
Corkage	per bottle	2	2	
Use of marquee	1/4 to 31/10	N/A	50	
Use of Barbecue		30	50	
Post event cleaning		50	50	
<b>Clubhouse</b>		Initial extra fob	Replacement	
Door access fob		8	8	
<b>Dinghy Storage</b>		Toast rack	Beach	
Dinghy slot		20	20	
Outboard slot		15	15	
		Top	Bottom	
Dinghy in field		40	40	
Road trailer	1/5 to 30/9	100	N/A	
<b>Moorings Service</b>		Alongside barge	Long line	
Move boat off mooring	per hour rounded up	30	50	
Replace strops		50	50	
Member assistance	per hour rounded up	50		
<b>Visitor Mooring</b>		Upto 1 month	Over 1 Month	
designated mooring	per day	15	N/A	
other 'free' mooring	per day	15	N/A	