



## BYELAWS OF THE DOCK COMMITTEE

(Updated and displayed at the Dock during the season)

In these **Byelaws** the following words and expressions shall have the following meanings:-

Words importing the singular number shall include the plural number and words importing the plural number only shall include the singular number. Words importing the masculine gender shall include the feminine gender.

**Agreement** means an arrangement between the **Club** and an **Eligible Member** for the berthing, mooring or Storage of **Vessel(s)** at the Dock

**Berth** means an allocation within the tidal waters of the Main Drain or Liggard Brook, for a **Vessel**, equipped with two permanent mooring points affording access to the shore.

**Chargeable length** is the overall length of a **Vessel** inclusive of Bowsprit and/or Davits.

**Committee** means the Dock Committee.

**Dock** means the entirety of the land, buildings, facilities and tidal waters at Lytham Dock, Lytham, in the ownership of the Ribble Cruising Club (**The Club**).

**Eligible Member** means ordinary, family, temporary or honorary member of RCC.

**Member** means a member (or Associate member) of RCC.

**Owner** means the owner of any **Vessel** (or joint owners) entering the dock for which an **Agreement** is in place.

**Storage** means space allocated within the land of the **Dock** for storing the Owner's **Vessel**/cradle/trailer/trolley.

**Vessel** includes yachts, motor boats, sailing dinghies, boat cradles/trailers, yacht's tenders and craft of every kind.

### 1. **The Committee SHALL:**

1. Subject to the direction of the Main Committee, have the authority to administer all activities at the **Dock** on behalf of Ribble Cruising Club.
2. Have the power to enter into an **Agreement** with **Eligible Members** of the club and take fees for the **Berth** or **Storage** of **Vessel(s)** at the **Dock**.
3. Charge annual fees consist of 5 elements: Dock Joining Fee (applied in the first year)+ Annual Charge + Length Charge + Additional Cradle/Trailer - WP Discount.
4. Invoice Member/Owners annually in February based on the above formula for the period April through March, via Email or Royal mail.
5. Place a surcharge of 20% on any fees not received after 1 month of the due date.
6. Start disciplinary action for fees not received after 2 months of the due date, using the RCC Disciplinary Procedure.
7. Place a Lien on the **Vessel** for fees not received after 3 months, by giving one month's notice in writing to the **Owner**, at his last known address shown in the register of members, to sell the boat and to deduct any monies due to the **The Club** (whether by way of arrears of subscriptions or mooring fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the **Owner**. Alternatively, any **Vessel** which in the opinion of the **Committee** cannot be sold may, upon such notice as aforesaid, be disposed of in any manner the **Committee** may think fit and the expenses recovered from the **Owner**. Any arrears as aforesaid shall be deemed to be a debt owing to the **The Club** by the **Owner**.
8. Allocate **Berths** on an annual basis & update the allocation throughout the season. There is no given right to the continued occupancy of any **Berth**. Owners may forfeit the right to the offer of a **Berth** if not occupied or actively used within 12 months of allocation.
9. Maintain, when necessary, a **Waiting List** for berths based upon a "points based system".
10. Terminate any **Agreement** if the Owner is in breach of these Byelaws or ceased to be a Member of the RCC, by giving seven days written notice.
11. Control the movement of all **Vessels** within the **Dock** through the Officer of the Month (OOM).
12. Through the Officer of the Month (OOM) may, at their discretion, refuse to allow the movement, launching or recovery of a **Vessel** if they deem anything to be unsafe.
13. Restrict the use of the **Dock** and facilities to **Members** and their guests only. **Members** under the age of 18 must be accompanied by an adult **Member** accepting supervisory responsibility for them.
14. Have the power to move any **Vessel** or equipment out of or to such a position in the **Dock** they see fit.
15. Not be liable for any injury to individuals or damage to their property, however caused.
16. Have the power to open and close the **Dock** or any part thereof at such times/extent as they think fit.
17. Resolve any Dispute of these Byelaws by using the RCC Disciplinary Procedure.



## 2. **All Members/Owners MUST:**

1. Abide by these Byelaws of the **Dock Committee**.
2. Hold 3rd Party liability Insurance for their **Vessel** not less than £3,000,000 and include cover for wreck removal and pollution clean.
3. Have access to a serviceable cradle/trailer/trolley suitable for their **Vessel** clearly marked with the name of **Vessel**, their name & phone number, or agree suitable alternative arrangements with the Committee.
4. Contact the Berthing Officer should they not receive a request for payment of Fees by 1st March.
5. Pay for Berthing/Storage fees due by 1st April each year.
6. Obtain prior consent of the **Committee** before using the slipway, lifting frame and any other equipment belonging to the **The Club**.
7. Inform The Officer of the Month before carrying out any **Vessel** movements.
8. Ensure all personal property is kept within the footprint of the main **Vessel/Cradle**. Any items NOT within the footprint may incur additional charges.
9. Drive in a safe and considerate manner at all times.
10. Keep the **Dock** in neat and tidy condition and free from rubbish or effluents of any kind.
11. Place only dry, non-hazardous waste produced at the Dock in the wheeled bin.
12. Take hazardous waste, oils, paint, batteries, etc. to a suitable waste collection site. Tipping is prohibited.
13. Ensure only property belonging to the **The Club** be stored in the **Dock** buildings.
14. Ensure no vehicle, stores, motorised plant, lifting appliance, articles or equipment of any kind be brought to or used at the **Dock** without prior permission of the **Committee**.
15. Be answerable for the acts and omissions of any person entering upon the **Dock** or in charge of the Owners **Vessel** with his authority as if the same were the acts and omissions of the Owner.
16. Remove Furling headsails prior to **Storage** on the **Dock hardstanding**.
17. Adhere to safe working practices whilst carrying out any activities at the Dock.
18. Ensure Masts are only lifted by using an authorised crane controlled by a competent person unless there is an inbuilt system incorporated for the raising and lowering function.
19. Ensure appropriate protection and screening is used when Dry-sanding, scraping, spray painting, grinding, hot working of metal to protect people, **Vessels** and vehicles and contain all dust, sparks etc.
20. Clearly mark their tenders with "t/t Boatname".
21. Remain liable for their **Vessel/Cradle** after a sale or transfer until the new Owner removes the **Vessel** from the Dock or becomes a **Member** of the Club.

## 3. **All Members/Owners MUST NOT:**

1. Leave electricity supply cables connected when **Vessels** are unattended.
2. Operate the **The Club** winches, tug and tractor, unless authorised & qualified to do so.
3. Remove any property and equipment belonging to the **The Club** without permission of the **Committee**.
4. Erect any placard, poster, notice or petition within the **Dock** without consent from the **Committee**.
5. Exceed the 5mph speed limit at the **Dock**.
6. Live aboard on any **Vessel**/vehicle on the pontoons or hard-standing.
7. Carry out any trade or business at/from the **Dock**.
8. Transfer the benefits under this **Agreement** or grant any sub-licence in respect of it to anyone whatsoever.
9. Damage or allow to be damaged any **Berth**, mooring slip or other equipment or part of the **Dock** and to indemnify the **The Club** against the full cost of making good any damage which may occur.
10. Allow their **Vessel** to lie aground in the bed of the Main Drain, Liggard Brook, Dock Channel, Wrea Brook, or Lytham Creek or pass beyond the Slipway and interfere with the Dock bridge floodgates.
11. Allow their **Vessel** to be placed so as to obstruct the fairway or interfere with the access of any other **Vessel** to any other **Berth**.