

Bye Laws of the Dock Committee

1 In these Bye Laws the following words and expressions shall have the following meanings:-

Words importing the singular number only 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.

The 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 Committee means the Dock Committee.

Vessels includes yachts, motor boats, sailing dinghies, yacht's tenders and craft of every kind.

Owner means the owner of any vessel entering the Dock.

Berth means a yacht stage & cat walk affording access to the shore & equipped with 2 permanent mooring points.

2 Subject to the directions of the Committee of the Ribble Cruising Club the authority of the Committee shall be paramount in all matters relating to the management of the Dock (including the approaches and access thereto) and to the berthing, mooring, slipping, storage and movement therein.

3 No vessel shall be berthed, moored, anchored, slipped or left at the Dock except by leave of the Committee and in accordance with their directions.

4 No vehicle, stores, equipment, motorised plant, lifting appliance, articles or things shall be brought into or used at the Dock except by leave of the Committee and in accordance with their directions. Only property belonging to the Club shall be stored in the Dock buildings.

5 Members using the Dock shall keep the same in neat and tidy condition and free from rubbish or effluents of any kind. Tipping of unauthorised material is prohibited. Only dry, non-hazardous waste produced at the Dock may be placed in the wheeled bin. Members must take waste oils, paint, batteries, etc. to a suitable waste collection site.

6 No vessel shall be permitted to lie aground in the bed of the Liggard Brook, Dock Channel, Wrea Brook, or Lytham Creek.

7 No vessel shall be moored within fifty yards of the Dock Bridge under Preston Road and no ropes or warps wires or chains shall be attached to the flood gates or other parts of the Bridge.

8 No vessel shall be moored within 15 yards of the 3'0" Outfall Sewer on the West side of the Dock Channel.

9 No vessel shall be:-

(a) placed so as to obstruct the fairway or interfere with the access of any other vessel to any berth or

(b) allowed to drift in the Dock.

10 The Committee shall have the power at risk of the owner of any vessel, to move such vessel or equipment out of the Dock or to such station in the Dock as the Committee shall select and shall not be liable for any damage cost or expenses arising out of such movement.

11 Neither the Club nor the Committee shall be liable to any member of the Club, Owner, Visitor or any other person for any injury whatsoever to persons or property arising due to fire, storm, tempest, theft or any other cause in or about the Dock or in connection with the use of the same or any berths or moorings therein.

12 The Committee shall have the power to open or close the Dock or any part or parts thereof at such times and to such extent as they shall in their discretion think fit.

13 The use of the Dock and facilities thereby afforded shall be restricted to Members, Associate Members and Temporary Members and Transitional Members of the Ribble Cruising Club. Members under the age of 18 may only use the Dock and its facilities when accompanied by a Parent/Guardian, or an adult member accepting supervisory responsibility for them.

14 The Committee shall have power to enter into agreement with Members of the Club and take fees for the berthing, mooring, slipping and storage of vessels in the Dock or for any other services and facilities and except where expressly excluded the conditions contained in the Appendix to these Bye Laws shall apply to such agreements. Berthing / storage fees are due on April 1st each year. Applications are sent out in advance of this date. It is the owner's responsibility to inform the Berthing Officer should they not receive an application form by April 1st. Fees received later than April 28th will be subject to a 20% surcharge.

15 All Members shall adhere to safe working practices whilst carrying out any task at the Dock. Masts must only be lifted by using an authorised crane controlled by a competent person unless there is an inbuilt system incorporated for the raising and lowering function. Dry-sanding, scraping or spray painting of boats and the grinding or hot working of metal is only permitted when a full screen to protect people, vessels and vehicles and contain all dust, sparks etc. is provided around the craft and/or cradle. Electricity supply cables must be disconnected when craft are unattended.

16 Only authorised persons are allowed to operate the club winches, tug and tractor. The slipway, lifting frame and any other equipment belonging to the Club shall only be used with the prior consent of the Committee. Property and equipment belonging to the Club must not be removed from the Dock without permission of the committee.

17 No placard, poster, notice or petition shall be posted within the Dock without the prior consent of the Committee.

18 Members must inform the berthing officer or a member of the Dock Committee prior to leaving any craft or equipment on the hard-standing or placing a craft on a berth at the dock.

19 Except with the permission of the Dock Committee all vessels stored on the Dock hard-standing must be on road trailers or wheeled cradles. Members must ensure that their cradle or trailer is adequate in design and construction, properly identified with boat and owner name and is maintained in good condition. The Committee may, at their discretion, refuse to allow the movement, launching or recovery of a vessel if they deem the cradle or trailer to be unsafe.

20 The speed limit on Dock property is 5mph. Vehicles must be driven in a safe and considerate manner at all times.

21 Habitation of vessel on the pontoons or hard-standing is prohibited.

22 Berthing allocation is at the discretion of the dock committee taking into account the members years of membership, contribution to club operations, geographic location and vessel characteristics. Berthing allocation will be reviewed annually in March and periodically through the year. Temporary berth allocation is at the discretion of the dock committee. There is no given or implied right to continued tenancy of a berth. A member not taking up the offer of a berth or not actively using his allocated berth for a period of 1 year may have the berthing offer rescinded. All vessels occupying a berth must have access to a trailer/trolley.

23 Third Party Insurance is mandatory for all vessels berthed or stored at the dock and evidence must be provided at annual application and before launching or haul out.

APPENDIX to Dock Byelaws

1 The Club may terminate this agreement (point 14 above) by written notice to the owner as follows:-

(a) By four weeks notice to expire at any time during the period of the agreement whereupon the appropriate proportion of any payment made by the Owner in advance shall be refunded and;

(b) If the Owner shall be in breach of these conditions or of the Bye Laws of the Dock Committee or shall cease to be a Member of the Club by seven day's notice to expire at any time during the period of this agreement in which event no part of any payment made by the Owner in advance shall be refunded.

2 The Owner agrees with the Club as follows:-

(1) Not to assign or transfer the benefit of this Agreement or grant any sub-licence in respect of it or in any way deal with any right hereby granted.

(2) To observe the Bye Laws for the time being of the Dock Committee.

(3) Not to damage or allow to be damaged any berth, mooring slip or other equipment or part of the Dock and to indemnify the Club against the full cost of making good any damage which may occur.

(4) Not to carry on any trade or business at the Dock.

3 In the event of the registered berth holder selling or transferring ownership of the vessel which is located at the dock, the registered berth holder shall remain liable for all dock fees until either:

(i) The vessel, trailer, cradle and all associated equipment is removed from the dock or

(ii) The new owner has become a member of Ribble Cruising Club and entered into a Berthing Agreement with the Club.

4 The Owner shall be answerable for the acts and omissions of any person entering upon the Dock or in charge of the Owners vessel with their authority as if the same were the acts and omissions of the Owner.

5 If there shall be more than one Owner the several Owners shall be jointly and severally liable for the performance and observance of these conditions and Bye Laws.

6 All notices hereunder to the Owner shall be deemed to have been properly given or served if left addressed to him upon their vessel or posted to the address of the Owner last known to the Club.

7 If at any time any mooring fees payable to the Club by any member or former member shall be three months or more in arrears:

- (a) The committee shall be entitled to move the boat to any other part of the premises without being liable for any loss or damage to the boat howsoever caused.
- (b) The committee shall be entitled upon giving one month's notice in writing to the member or former member, at their last known address shown in the register of members, to sell the boat and to deduct any monies due to 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 member or former member.
- (c) Alternatively any boat 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 member or former member. Any arrears as aforesaid shall be deemed to be a debt owing to the Club by the member or former member.
- (d) Further the Club shall, at all times, have a lien over members 'or former members 'boats parked or moored on the Club's premises or Club moorings in respect of all monies due to the Club, whether in respect of arrears of mooring fees or subscriptions or otherwise'.