

# MEDWAY YACHT CLUB

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## CLUB REGULATIONS

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## 1 GENERAL

### 1.1 Requirements of members

- 1.1.1. In order to keep the Club records up to date members shall inform the Secretary in writing of any alteration in their address, name of yacht or other relevant detail.
- 1.1.2. Members shall not use the Club premises for the purpose of furthering their business interests except in circumstances where they have negotiated the hire of the Club facilities on a formal commercial basis with the agreement of the House Committee.
- 1.1.3. All Members are expected to make themselves acquainted with the Rules and, for the welfare of the Club, to assist the Officers and Management Committee in implementing them.
- 1.1.4. Members are required to adhere to the Code of Conduct as laid out in appendix 1.
- 1.1.5. To avoid disturbing other members, mobile phones may only be used in the foyer or outside the Clubhouse.
- 1.1.6. Members shall not cause, or allow their belongings to cause, a hazard, inconvenience, or offence to other members. In particular they shall not allow their belongings to obstruct the doorways or walkways in and around the Clubhouse.
- 1.1.7. Smoking in any form is NOT permitted anywhere inside Club buildings including without limiting the generality of this rule toilet, shower, wash or changing facilities, food preparation areas and work and office buildings, this rule will also apply to all club boats. Failure to comply with this rule will be treated as a serious breach of Club Rules.

### 1.2 Introduction of friends

- 1.2.1. Subject otherwise to General rule 4.6.3. non-members, other than persons visiting at the invitation of the Club or for bona fide business purposes connected with the affairs of the club, may not enter the Club unless introduced and accompanied at all times by a Full member of the Club who shall enter their names(s) into the Guest book provided for that purpose.
- 1.2.2. Members shall indemnify the Club in respect of any bar or galley liabilities incurred by or for the benefit of that members' guest(s).
- 1.2.3. Members are responsible for the conduct of their guests.
- 1.2.4. No member may introduce any person who, to his knowledge, has been refused membership of the Club or whose name has been struck off the members register for non-payment of subscription, or for any objectionable cause.

### 1.3 Children and pets

- 1.3.1. Neither members nor children shall walk, lie, or play upon the grass banks in front of the Clubhouse.
- 1.3.2. Children shall be properly supervised by a member over the age of eighteen and shall not cause a nuisance to other members.
- 1.3.3. Apart from assistance dogs, no dogs shall be allowed in the Clubhouse. Member's dogs must be kept under control whilst on Club premises and whilst on the terrace on 1.5m lead and must not be left unaccompanied.

#### 1.4 Complaints

1.4.1. All complaints by members or staff of the Club regarding the failure of any members to comply with the rules of the Club shall be reported in writing to the Commodore or a Flag Officer who will take such action as he/she thinks fit, when appropriate after consultation with the Management Committee.

#### 1.5 Club opening hours and Functions

1.5.1. The permitted Bar Opening hours are: -

Mondays to Fridays 18.00 hours to 23.00 hours  
Saturdays 12.00 hours to 23.00 hours  
Sundays 12.00 hours to 21.00 hours  
Good Friday and Christmas Day excluded.

1.5.2. The House Committee may amend these permitted hours provided they are not altered without the prior approval of the Management Committee and notice of any change is posted in the foyer of the Clubhouse.

1.5.3. The actual opening hours of the Club including any changes thereto will be posted on the Club notice board. It is anticipated that the normal hours that the bar/galley will be open are:-

	BAR		GALLEY	
Open	from	to	from	to
Wednesdays	18:00	23:00	18:00	21:00
Fridays	18:00	23:00	18:00	21:00
Saturdays	12:00	23:00	09:00	20:00
Sundays	12:00	19:00	09:00	18:00
Bank Holidays	12:00	19:00	09:00	18:00

	WINTER (1 <sup>st</sup> November to 31 <sup>st</sup> March)			
Open	from	to	from	to
Wednesdays	18:00	21:00	18:00	21:00
Fridays	18:00	21:00	Closed	
Saturdays	12:00	21:00	10:00	15:00
Sundays	12:00	18:00	10:00	15:00

All Closing times are at the discretion of the Steward.

1.5.4. When the Clubhouse is booked for a Saturday evening function the galley will close at 18:30. A notice to this effect will be displayed in the Clubhouse at least 7 days in advance. At such times, a limited bar menu will be available in the Dragon bar although speed of service may be longer than normal.

1.5.5. In the event of any special function, the Management Committee may allow the bar to be open in addition to the above normal hours.

1.5.6. When the Club has been hired by for a private function, the sale of intoxicants is permitted. The number of such hirings by non-members shall be limited to 15 in any one year.

1.5.7. Class Captains shall ensure that where they add on additional costs for Class functions, that they inform their members of those additional costs.

#### 1.6. Motor Vehicles

1.6.1. During the Sailing Season member's motor vehicles shall: -

1.6.1.1. Unless the car is to be parked in the limited access car park to the east of the Clubhouse, not be driven beyond the Club Office except for the purposes of loading and unloading. Such cars shall be removed immediately they have completed their loading/unloading and parked in

- the main car park.
- 1.6.1.2. Only use the disabled parking area if the member or guest holds a current disabled drivers' exemption.
  - 1.6.1.3. Not be driven onto the campsite.
  - 1.6.1.4. Not be left on the Club premises for extended periods without the Club office being informed and, where practicable, being advised of the expected length of stay and of a contact telephone number.
- 1.6.2. All motor vehicles brought on to the Club premises must display a vehicle identification disc, available from the Club office.

## **2 CLUB PROPERTY**

- 2.1. No members shall, under any pretext whatsoever, remove any article of Club property, or for which the Club is responsible, from the Club premises without the prior permission of the Management Committee or a Flag Officer authorised to give such permission.
- 2.2. In the event of such permission having been given, the member shall return such article(s) immediately he/she is requested to do so by the Club.
- 2.3. Any member destroying, damaging, or losing any property of the Club, or for which the Club is responsible, shall, upon written demand, pay the cost of repairing or replacing the item(s) concerned.
- 2.4. Members will, in the first instance, be responsible for the cost of loss or damage caused by their guests whilst on Club premises.

## **3 MEMBERS' PROPERTY**

- 3.1. All craft, trailers, launching trolleys and cradles, and all such other items owned by members brought on to Club premises shall have a readily visible means of identification, and must be left in accordance with the instructions of the Management Committee or other persons delegated to give such instructions.
- 3.2. The Club cannot hold itself responsible for any damage to, or loss of, any article deposited on the Club premises by members or their guests.

## **4 MEMBERS AND EMPLOYEES' SAFETY**

- 4.1. Members shall familiarise themselves with the Club Safety Policies, which may be amended from time to time and are displayed in the Club's Foyer and Office.
- 4.2. Members shall act in accordance with these policies at all times. Responsibility for all Club activities including but not limited to racing shall lie with the Officer of the Day (OOD) who shall be based at the Club and whose decision on any matter related to the activities of the Club on that day shall be final. Any member(s) failing or refusing to act in accordance with any decision or request of the OOD will be required to appear before the Management Committee and may face expulsion from the Club. No racing will be permitted in the absence of an OOD.
- 4.3. Members, guests, or other visitors to the Club sustaining any sort of injury on Club premises shall, as soon as possible, report such injury to the Club office who shall ensure that the details shall be entered into the Club Accident Book which is kept in the office.

## **5. USE OF CLUB BOATS AND EQUIPMENT**

- 5.1. Members are permitted to use the Club's boats in accordance with the policy relevant to the type of boat / use.
- 5.2. Members may use the Club's equipment subject to the following general rules: -
  - 5.2.1. Members authorised to use such equipment shall bear in mind their absolute duty to maintain the highest standards of safety in respect of its use and have particular regard to the safety of the public using the right of way across the club's access to the river.
  - 5.2.2. The scrubbing trolley (Lady Di) may only be used by members who have been trained and whose names appear in the Scrubbing Trolley Logbook held in the Club office and who have paid their annual usage charge for this equipment.
  - 5.2.3. The vertical hoist (The Hoist) next to scrubbing trolley may only be used by members who have been trained and whose names appear in the Hoist Logbook held in the Club Office, who have undergone training in the use of the scrubbing trolley and paid their annual usage charge for both of these items of equipment.
  - 5.2.4. The heavy-duty winches may only be used by members who have been trained and whose names appear in the Heavy-Duty Winch Logbook held in the Club office and who have paid the relevant subscription.
  - 5.2.5. The lightweight dinghy winch may be used by members approved by their relevant Class Captains and who have paid the relevant subscription.
  - 5.2.6. Club boats and equipment exist for the benefit and use of members of the Club only. No member has the right or authority to procure the use of or lend Club boats or equipment to or for the benefit of any person who is not a Club member. In particular members may not arrange for the cleaning scrubbing off or lifting of any boat of which they are not the owner or in which they do not have a legal interest unless the beneficial owner or owners of that boat are members of the Club. Crewing on a boat owned by a third party or parties does not for the purposes of the rule amount to a legal interest. In this connection the Bo's'n has no discretion to permit any departure from this rule except in the circumstances of extreme emergency.
  - 5.2.7. Failure to observe these rules will be regarded by the Management Committee as a serious breach of Club Rules and may lead to the operatives involved being required to undergo satisfactory retraining before being permitted to participate in further use of the equipment or in the case of a repeated infringement being banned altogether from use of the Clause 5 equipment.

## **6 APPLICATION FOR A MOORING LICENCE**

- 6.1. Members wishing to apply for a mooring suitable for the boat that either they own or intend to purchase within one year of their date of application, should complete a mooring application form and submit it to the Hon Mooring Master.
- 6.2. Applicants must be Full Members of the Club and must have a financial interest, either as part owners or on a sharing basis in the boat for which an appropriate mooring is required. All others with any financial interest in the boat either as part owners or an expense-sharing basis must also be full members, and their names must be declared at the time of application.
- 6.3. All persons listed on the mooring application will be listed on the mooring licence.
- 6.4. On receipt of a completed mooring application form the Hon Mooring Master shall place the applicant(s) on the 'Mooring Application Waiting List' (the List), which he shall

- maintain in accordance with rules 7.2 and 11 and make available for inspection by members in the office during normal office hours subject to reasonable notice.
- 6.5. A member who has voluntarily relinquished a previously held club mooring licence, shall, if re-applying for a new mooring, be placed on the waiting list with the priority from his first application for a mooring.
  - 6.6. Subject to Club to Rule 4.1.9 Out of Port:
    - 6.6.1. who are the principal mooring licensee when transferring to Out of Port membership shall, where applicable, inform the Hon Mooring Master so that another named licensee can be become principal licensee.
    - 6.6.2. where they are sole licensee when transferring to Out of Port membership, shall cease to be entitled to the use of their mooring, which shall immediately be revoked with effect from the date of transferred membership and any boat on the mooring shall be removed, failing which it shall be removed by the Club and any costs thereby incurred shall be the liability of that Out of Port member.
  - 6.7. Should a current mooring licensee take a partner or partners in his boat, either as part owners or an expense- sharing basis then such partner(s) must be a Full member and shall apply to be on the waiting list. Such partner(s) will then be included on the licence when his name reaches the top of the waiting list, and until he achieves this position, he is not eligible to be a mooring holder.
  - 6.8. A member who advises the Hon Mooring Master that he has changed his boat whilst he is on the waiting list shall keep his place on the waiting list subject to paragraph 8 below.

## **7 ALLOCATION OF MOORING LICENCES**

- 7.1. A Licence to use a mooring shall be issued only to a Full Member. Only one mooring will be allocated to a Full Member except that if such Member owns (or has a financial interest in) both a cruising boat and a boat registered with one of the Racing Classes, as confirmed by that Class Captain, then a second mooring may be issued, at the discretion of the Hon. Mooring Master.
- 7.2. Priority of allocation of moorings shall be determined by the list subject to the necessity of fitting boats to the size and capacity of the moorings available. Where two or more applications have to be dealt with at the same time applications shall be advanced on the List by 6 months for each complete year of full membership and where a member has left the Club for a period or periods and then re-joined his period(s) of membership shall be aggregated. A mooring once allocated to a member shall not be reallocated to another member unless renewal is declined by the first member or the mooring becomes unsuitable for use by that members boat.
- 7.3. If a mooring has multiple licence holders and one of them ceases to be a co-owner, then the mooring will be re-allocated by applying para 7.2 to the remaining members. This could require the licensee(s) to move their boat.
- 7.4. A license shall, during the continuation of the licence in addition to the year's mooring fee, pay such annual fee as shall from time to time be determined by the Management Committee to cover the cost of maintainingthe mooring
- 7.5. All allocations of moorings are to be made by the Hon. Mooring Master (in consultation with Class Captains where necessary) subject to, and under the authority of, the Management Committee.
- 7.6. For members already granted a mooring licence, an allocation/application date seniority system will be included on the mooring list. As opportunity arises, licensed mooring holders may apply to the Hon Mooring Master to be re-allocated to moorings that they perceive as being more attractive to their needs.

- 7.7. Should a member holding a Racing Class mooring wish to change to a Cruiser mooring then his/her priority will be determined by para 7.2.
- 7.8. Where in the opinion of the Honorary Mooring Master any mooring is unsuitable for continued use by the Member to whom it is licensed whether due to the condition of the mooring or of the Members craft or otherwise the craft may following written notice by the Mooring Master to the Member be moved to another substitute mooring or place of safety suitable for that craft either by the Member or by the Club for a period up to the unexpired period of the current licence. In such event the Club or its Officers staff or other members shall have no liability to the Member for any loss or damage thereby occasioned to the craft and the Member shall not be entitled to any rebate or return of licence fee for the period the craft remains on such substitute mooring. Nothing in this rule shall prevent the removal of a member's boat from its mooring by the Club where in the opinion of an Officer of the Club or the Boatswain such removal is considered urgent in order to protect the mooring or its craft or other adjoining property and in such circumstances the Club or its Officers staff or other Members shall have no liability to the Member for any loss or damage occasioned thereby.
- 7.9. Subject to confirmation that an application has been received for Full membership of the Club in accordance with Rule 4.4.1, the Hon. Mooring Master may in his discretion and subject to availability and to receipt of the relevant fee therefore issue to the applicant a Temporary Mooring Licence for a period of not more than 10 weeks which shall entitle the holder to the use of the foreshore facilities of the Club subject to any further fees relating thereto but not to the use of the clubhouse other than as a Temporary Member under Rule 4 or as a guest of an existing member of the Club. The issue of such temporary licence shall not confer on its holder any rights regarding the allocation of an annual mooring licence which would not otherwise be conferred by subparagraphs 1-10 of the House Rule. Upon the expiry of such temporary licence the holder shall forthwith remove his boat from the mooring and from the Club premises unless by then his election has been confirmed and an annual licence has been offered to him and the fee therefore paid. The Club shall have a lien on his boat for any unpaid charges or expenses incurred by the Club which shall exist at the date of expiration of the temporary licence, or which may be incurred thereafter by reason of his failure to comply strictly with the requirements of this rule.

## **8 RACING CLASS MOORINGS**

- 8.1. Owners of Dragons, Sonatas and Squibs, or any other class approved by the Management Committee, shall receive priority over other applications for moorings, provided that the Class Captain confirms that the boat in question intends to participate in that class's racing series.
- 8.2. The Management Committee shall determine the number of such class priority moorings.

## **9 LETTING, LOAN OR CHANGE OF MOORINGS**

- 9.1. A mooring licensee may not, in any circumstances, sub-let a mooring.
- 9.2. With the prior written consent of the Hon Mooring Master a mooring licensee may loan his mooring on a short-term basis, without charge, to another Full Member for a period not exceeding three months in any one year.
- 9.3. Existing mooring holders considering changing boats must consult with the Hon Mooring Master in advance of such change so that he can approve the suitability of a mooring for

the new boat.

- 9.4. An existing mooring holder changing boats to one which requires a new mooring must re-apply. The applicant will then be placed on the mooring waiting list with the priority determined by para 7.2. Every effort will be made to re-accommodate changed boats dependant on the availability of suitable moorings.

## **10 USE OF MOORINGS**

- 10.1. To counteract the tendency of moored boats to weave during tidal flow owners shall apply a port sheer to their helms when mooring on any swinging moorings. (Tillers to be lashed approx. 20 degrees to starboard, wheels 20 degrees to port).
- 10.2. Owners of fore and aft moored boats shall: -
- 10.2.1. Moor their boats with the bows facing upriver. If this is not possible due to wind and tidal conditions the boat must be turned at earliest possible opportunity.
- 10.2.2. Leave their boats with the rudder in line with the keel.
- 10.2.3. Whilst the boat is on its mooring, ensure that the boat, plus its fore and aft lines, add up to the total length of the span. Failure to do this will make it difficult for the last boat in the trot to take up its mooring. (Holders of fore and aft moorings are informed of the mooring span when they are allocated their mooring).
- 10.2.4. When vacating their mooring, ensure that the span line is joined and remains at its required length.
- 10.3. To minimise the yacht's windage, with the consequent strain and thrashing about on the moorings, all moored yachts shall have: -
- 10.3.1. All spray dodgers removed or rolled back.
- 10.3.2. All spray hoods lowered.
- 10.3.3. No boom tents erected.
- 10.3.4. No other apparatus, which in the opinion of the Hon Mooring Master is likely to cause unnecessary windage.

## **11 NON-USE OF MOORINGS**

- 11.1. So that the Club can offer visiting Yachtsman moorings, owners are requested to notify the Hon Mooring Master should they vacate their mooring for a week or longer. A Vacant Moorings Register is provided in the office.
- 11.2. If, having paid the mooring charges, a licensee's circumstances, including but not limited to the sale of the boat for which the licence is issued, dictate that he/she will not use the mooring for an extended period then he/she must advise the Hon Mooring Master of this fact.
- 11.3. If the period in 10.2 should exceed 12 months, then the licensee shall either; guarantee to use the mooring in the following year; or relinquish the mooring.
- 11.4. During any period of non-use under 10.2 above, the Club may sub-let the mooring without reimbursing any portion of the licence fee paid by the licence holder.
- 11.5. On any subsequent application for a licence that previous licence holder shall have priority based on the date of his/her original application.
- 11.6. Other special cases may arise from time to time which are not covered by the above; the Hon Mooring Master shall deal with these on their merit at the time.



## **12 RESPONSIBILITIES OF MOORING LICENSEES**

- 12.1. Mooring lines and span lines (supplied by the Club) are the responsibility of the mooring licensee. These shall be free of excess wear or damage, of adequate strength for the vessel and a minimum of 18mm diameter.
- 12.2. Swinging moorings shall have two separate lines, which shall both be used when the boat is moored.
- 12.3. Fore and aft moorings shall have the same size lines as in 12.1. applied to both bow and stern lines.
- 12.4. If a continuous span rope is used, then the length of the span rope must equal the span between pennants on the ground chain e.g., for a 45 feet span the span rope must be 45 feet between buoys.
- 12.5. All moored boats shall display a clearly recognisable and visible name, SSR number, or other identification.
- 12.6. Boats on Club moorings, which cannot be so identified, may in the discretion of the Club be removed by the Club and only released to the Owner (whether a member or not) against payment of a fee to cover their removal and relaunch.
- 12.7. Mooring licensees are reminded that it is a condition of the issue of the licence that the annually issued payment sticker is displayed on the boat. For convenience in checking this should be on the starboard side of the mast just below the main boom.

## **13 MOORING MAINTENANCE**

- 13.1. Mooring maintenance is the responsibility of the Medway Yacht Club as follows: -
  - 13.1.1. On swinging moorings:
    - 13.1.2. up to and including the retaining pennant and to the buoy through which it runs and connects.
      - 13.1.2.1 the swivel and shackle, PROVIDED THAT the mooring holder must regularly check for and report all defects to the Hon Mooring Master
    - 13.1.3. On fore and aft moorings, the complete mooring including normal wear and tear of the span lines provided that the licensee shall regularly check for damage or wear on the span lines and report any such damage to the Hon Mooring Master.
  - 13.2. The club will organise the general mooring maintenance on a regular cycle, with exceptions where mooring wear is excessive. Such cycle(s) will be adjusted from time to time in the light of experience of the deterioration of each trot or part thereof. Work will be carried out by professional contractors, to be selected by the Management Committee, and conducted under the instructions of the Hon Mooring Master.

## **14 BOAT LAYING UP AND PARKING**

- 14.1. Application for permission to lay up at the Club shall be made on the official form obtainable from the Club office.
  - 14.1.1. The Bosun will allocate the position of each boat being laid up/parked ashore.
  - 14.1.2. The Bosun is authorised to refuse any application for the laying up of any craft, which is in his opinion, over the weight capable of being handled by the equipment that is being using for the hauling out.

- 14.2. Subject to 14.4, 14.5 and 14.6 no craft will be permitted to lay-up/re-launch during the Club's standard racing season (last Saturday of April to last Sunday of October) and all craft must be launched or removed by a date notified by the Vice Commodore. All craft, except those with bilge keels left in the Car/Boat Park, are to be provided with wheeled trolleys or cradles suitable for the boat concerned. Such cradles, if they are too heavy to be dragged or carried, shall be capable of being dismantled. The decision of the Beachmaster or Bo's'n as to the suitability of any trolley or cradle for its intended purpose shall be final.
- 14.3. All such trolleys, cradles, and other laying up equipment must be marked with the name of the boat owner or the boat, and all laying-up trolleys must be returned to the allocated area immediately after launching.
- 14.4. Applications for summer storage space shall be made annually, through the Class Captain in the case of the sponsored classes, and for others to the Club.
- 14.5. No boat owner will be permitted to keep his craft in the Boat Park during the summer season without the prior approval of the Management Committee.
- 14.6. Lifting out for maintenance or repair during the sailing season shall require the prior permission of the Management Committee.

## **15 CONDITIONS FOR LAYING UP**

- 15.1. If it appears to a Flag Officer, the Bo's'n, the Beachmaster that the use of any particular trolley, cradle, or method of keeping the boat upright poses a danger of personal injury or damage to property they are authorised to refuse to allow the Club's facilities to be used. Their decision is final.
- 15.2. The use of any trolley, cradle or other equipment does not imply that the Club approves the safety thereof.
- 15.3. The Bosun is responsible for the safety and correct usage of the Club's tackle and gear and his decision on its usage shall be taken as final.
- 15.4. During hauling out, re-launching and storage on Club premises, craft and their gear are the responsibility of their owners. Neither the Club nor its employees can be held responsible for any loss, damage or theft resulting from any of these activities.
- 15.5. Any member wishing to use an independent third party or company to carry out work on their vessel or equipment on Club premises shall be subject to the following conditions.
  - (a) The member shall provide the Club in advance with details of the proposed third party or company the nature and duration of works to be carried out. Before commencing work the third party or company shall report to the office to sign in.
  - (b) Members must inform the club in advance if any of the following activities are to take place, these include – the use of sand/shot blasting equipment, the use of plant that utilises pressure vessels, air receivers or compressors (but not jet washers – water), the use of mechanical lifting plant (cranes), the use of welding cutting equipment (gas or electrical), the use of harmful or hazardous chemicals (highly flammable, corrosive or irritant), and spraying operations. The Club reserves the right to set special conditions affecting the execution of works which must be adhered to by the third party or company whilst on site.

- (c) The Club retains the right to stop any activity or the use of any equipment which it considers exposes employees or others to risk of injury or ill health, loss or damage or causes unreasonable nuisance or annoyance to other members.
- (d) Any injury, loss, or damage arising from work carried out on a member's boat by a member or third party or company acting on that members instructions remains the responsibility of that member and or the third party or company involved, and the Club accepts no responsibility therefor. In this connection members are reminded of the importance of ensuring that they or their appointed third party or company have appropriate insurance to cover such activities.

If work carried out by the third party or company causes an accident or damage than it is the member's responsibility and a claim could be lodged against them, Medway Yacht Club accepts no liability.

## **16 SPAR STORAGE**

- 16.1. Spar racks are provided for the storage of mast and spars. These facilities, unless sanctioned, are not to be used for any other purpose.
- 16.2. Where possible, spreaders should be removed before storage.
- 16.3. Spars/masts must be labelled with the owner's name.

## **17 SUMMER STORAGE OF SMALL CRAFT**

- 17.1. The allocation of spaces for the summer storage of small craft shall be at the discretion of the Beachmaster.
- 17.2. Sailing dinghies, tenders and inflatables which are to be left on the premises during the sailing season shall, after payment of the appropriate annual charge, display a self-adhesive, dated, and numbered disk on the transom or similar position
- 17.3. Any craft not displaying such a disk after the beginning of May shall be removed from its allocated area under arrangements to be made by the Beachmaster.

## **18 USE OF THE SLIPWAY**

Except for the launching of racing fleets for club racing or club training the following applies.

- 18.1. To ensure that other members are not inconvenienced, apart from sailing dinghies, SUPs, kayaks and tenders, members launching any craft via the slipway must seek permission from either the Bosun, Officer of the Day/Race Officer, or Flag Officer in advance of launching. The launch of any craft by a member involving a motor vehicle must obtain such permission.

## **19 CONDITIONS GOVERNING THE ISSUE OF WARRANTS TO MEMBERS' YACHTS**

- 19.1. The Lords Commission of the Admiralty, by letter dated 7 October 1953, were pleased to include the Medway Yacht Club in the list of clubs which is published in the Navy List, whose members may, subject to certain qualifying conditions, be issued with Warrants.
- 19.2. A separate warrant is required for each yacht belonging to a member from which it is intended to fly the Blue Ensign defaced with the badge of the Club viz. a red circle with the white Kentish Horse.

19.3. Warrants will be issued only on application to the Club upon the form prescribed, copies of which may be obtained from the Secretary.

## **20 ELIGIBILITY FOR THE ISSUE OF A WARRANT TO A YACHT**

20.1. The yacht must:

20.1.1. Be over seven metres long and be registered as a British ship or included on the Small Ships Register.

20.1.2. Belong to a British Subject.

20.1.3. Be owned by a member of the Club.

20.1.4. Be used for cruising: a houseboat, for instance, is ineligible.

20.1.5. Not be used for any commercial purposes.

20.2. A Yacht owned by more than one person is not eligible for a warrant unless all the joint owners are both British subjects and members of the Club.

## **21 CONDITIONS OF USE OF A WARRANT**

21.1. The special Ensign may not be flown unless the owner or one of the joint owners is aboard or in effective charge or control of the Yacht when she is in Harbour or at anchor near the shore.

21.2. The special Ensign may not be flown if the yacht is lent or chartered.

21.3. The warrant must always be carried on board when the special Ensign is flown.

## **22 TEMPORARY WARRANT**

22.1. If the yacht is lent to another member of the Club an application may be made for a temporary warrant for the period of the loan.

22.2. A temporary warrant may be issued for a yacht not already holding a Warrant when chartered by a member, provided that the yacht concerned meets the normal requirements as to registration and tonnage.

22.3. The owner of the yacht need not necessarily be a member of an approved club.

## **23 CESSATION OF AUTHORITY**

23.1. A Warrant ceases to offer any authority:

23.1.1. If the owner ceases to be a member of the Club

23.1.2. If for any reason it is revoked.

23.1.3. If the yacht is sailed otherwise than by the owner in person.

23.1.4. If it is flown when the yacht has been lent or chartered without the member of the Club to which it has been lent or chartered having applied for and been granted a temporary warrant for the period of the loan or charter.

23.2. Warrants that have ceased to be effective must be duly returned to the Hon Secretary for cancellation.

## **24 INTERPRETATION**

24.1. In the event of any doubt or difference arising over the interpretation of these rules or

any part thereof such issue shall be referred to the Management Committee whose decision shall be final and binding.

#### Appendix 1 – Code of Conduct

Members are required to treat all others with respect at all times. Abusive language, swearing, intimidation, aggressive behaviour, or lack of respect for others (in person or via any medium) and their property will not be tolerated and may lead to disciplinary action.

Disciplinary may also be brought against Members found to be misusing club equipment or damaging club equipment by negligent use.

#### Disciplinary Action

- Meeting with Flag Officer or designated person
- Formal apology to injured / offended party.
- Formal letter to member warning against further instances
- Multiple or single serious offence, may result in expulsion from the Club, see Club Rule 4.6.1.