

SECTION 8 – BYELAWS

Rights and privileges of members

1. The present rights and privileges of each category of membership shall be as follows:-

A FULL MEMBER shall have the full use of all the club facilities.

A FAMILY MEMBER, his/her co-habitee (if any) and all the children within their guardianship under the age of eighteen shall have the full use of all the club facilities subject only to Rule 48.

A JUNIOR MEMBER shall have the full use of all the club facilities subject only to Rule 48.

A GUARDIAN MEMBER shall have full use of the Club facilities but:-

- (a) Shall not sail.
- (b) Shall have no right to introduce visitors to the Club or the facilities thereof.
- (c) Shall have no right to take part in any management of the Club but may do so at the request of the Committee.

AN HONORARY MEMBER shall have the full use of all the club facilities.

A TEMPORARY MEMBER (which expression may include members of another RYA recognised club or organisation) shall have the full use of the club facilities when there are full members present but:-

- (a) Shall have no right to enter club races or regattas unless specifically authorised by the Honorary Secretary or Committee.
- (b) Shall have no right to introduce visitors to the club or the facilities thereof.
- (c) Shall have no right to take any part in the management of the club.
- (d) Is deemed to have notice of and impliedly undertakes to comply with the club rules, current Byelaws and Regulations as if he or she were a member of the club and so far as the said Rules, Byelaws and Regulations may be deemed to apply to such Temporary Member.

- (e) Shall be liable to be expelled from the club premises or to be prohibited from using the club facilities if, in the opinion of the Honorary Secretary, he or she shall not have reasonably complied with the above conditions.
- Control of dogs 2. No dogs may be brought into the club buildings.
- Dogs on the club site must be on leads and should be controlled at all times whilst there is sailing activity at the club.
- Dog fouling must be removed by the dog’s owner.
- Control of car parking 3. Cars may only be parked in areas designated for such parking so as not to cause an obstruction to other cars or to the approaches to the club premises.
4. Motor vehicles shall not enter the Boat Park except to unload or deliver boats.
- Boat parking Boats may only be parked in areas designated for such parking so as not to cause an obstruction to other boats or cars or to the approaches to the club premises.
- Boats and trailers shall be stored in an orderly manner.
- Trailer parking 5. Dinghy road trailers may be left on site, providing they occupy the same place as the dinghy. Such dinghy road trailers must be immobilised with a wheel lock, or by removal of the road wheels or the towing hitch
- Empty cruiser trailers may be parked on site whilst the cruiser is on a mooring in areas designated for such parking so as not to cause an obstruction to other boats or cars or to the approaches to the club premises.
- Cruisers 6. Cruisers shall be moored using the Club’s moorings, in accordance with Club’s moorings policy
- Cruiser moorings will be allocated by the Committee or its designated representative.
- Cruisers may carry an outboard petrol or electric motor up to maximum of 10 HP which may only be used to safely leave and regain moorings, in the event of an emergency or the boat being becalmed.

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| Boat parking – end of sailing season | 7. | All boats must be removed from the site at the end of the sailing season, unless the appropriate fees have been paid |
| Opening of club premises | 8. | The club premises shall be open to members at such times as the Committee shall direct. |
| Abandoned Boats and/or Trailers | 9. | <p>If, at any time, any fees payable to the club by any member or former member (whether by way of arrears of subscription or facilities fees, dinghy park fees or otherwise) shall be one month or more in arrears and a boat and/or trailer the property of a member or former member remains upon the club premises then the member or former member shall remove the boat and/or trailer from the club immediately. If the member or former member fails to remove the boat and/or trailer then the Committee may:-</p> <ul style="list-style-type: none">(a) Move the boat and/or trailer to any part of the club premises without being liable for any loss or damage to the vessel howsoever caused.(b) Give three months' notice in writing by registered post to the member or former member at his last known address as shown in the Club Register and thereafter sell the boat and/or trailer and deduct any monies due to the club from the net proceeds of sale before accounting for the balance (if any) to the member or former member.(c) Alternatively, if the boat and/or trailer is unsaleable, after giving notice in writing as aforesaid, dispose of the boat and/or trailer in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the club by the member or former member.(d) The club reserves the right to charge storage for the boat and/or trailer until such time as the owner collects the boat and/or trailer or until notice has been served under clause (b) above. |

PROVIDED ALWAYS THAT:-

Proper evidence is available to show that all reasonable steps have been taken to trace a member or former member and that when and if the boat and/or trailer is sold the proceeds of sale (unless any indebtedness by the member or former member to the club) shall be placed upon bank deposit account and retained against the eventuality

of a claim by the owner (whether he be the said member or former member or otherwise) for a period of six years.

Lien

10. In addition to Clause 8 the club shall at all times have a lien over members' or former members' boats and/or trailers parked on the club's premises in respect of all monies due to the club, whether in respect of arrears of facilities fees or subscriptions or otherwise and shall be entitled to retain possession of the boat and/or trailer until such time as all monies due to the club have been paid in full.

CONDITIONS OF USE OF THE LAKE

Summary conditions of lease

11. The premises are leased from Dŵr Cymru Welsh Water Ltd who encourage recreational use of the lake and the estate and has encouraged and supported the club since its founding. It is essential that before using the lake, new members are familiar with the rules and conditions laid down by Dŵr Cymru Welsh Water Ltd and the club. These rules are intended to protect the environment and provide for the safety and pleasure of all users of the estate.

12. The Byelaws and Regulations provide a summary of the terms of the lease and should be on display in the club and via the web site, for members to read and observe. This summary is for guidance only; for precise definition, reference should be made to the Lease document itself.

Key principles of the Lease are that the club is required to keep the site tidy and there are clauses covering pollution of the lake, to ensure that we do nothing "deleterious to the quality of the water".

13. Dŵr Cymru Welsh Water Limited may require us to disinfect the boats if they have cause to believe diseases may be transmitted to the fish stock from elsewhere.
14. Certain areas of the lake are prohibited for sailing. New members must acquaint themselves with these areas before sailing.
15. Llyn Brenig is a premier fly fishing lake. Every courtesy and consideration should be given to anglers whether fishing from a boat or from the shore.

16. Fishing by club members from club premises or club boats is not allowed.
17. Nothing must be done which could contaminate the water or harm the animal or plant life on or around the lake.
18. We must not permit the capture, or attempt to capture any fish, either from the shore or any Club boat.
19. All eggs, nests etc of game birds must be preserved. Shooting or trapping of game birds from our premises or boats is forbidden. Birds and wild fowl must not be unduly disturbed.
20. Animals are not permitted in our boats on the lake.
21. Excepting radios used for safety purposes, the use of radios, tape recorders, etc. is not permitted except in the clubhouse.
22. Overnight sleeping in tents, RV's or caravans is not permitted except with the permission of Dŵr Cymru Welsh Water Limited.
23. Members shall be familiar with and observe the fire regulations.
24. Fires shall not be lit without permission of Dŵr Cymru Welsh Water Limited.

SAILING RULES

25. The lease requires club members to abide by the following rules relating to sailing activity: -
26. All boats must be registered with the club by name or number before use on the lake.
27. Only boats registered with the Club may be used. Visitors should register with the club in the Visitors Book. Special conditions apply to regattas.
28. Only sailing as a sport is permitted. Motor-boating, rowing, canoeing or swimming are not allowed except in emergency or where specifically permitted.
29. Rowing as a sport is not allowed.
30. Swimming or paddling is not permitted except to launch or recover boats.

31. No motor boats are permitted except Club safety boats.
32. Boats may not be beached anywhere on the lakeshore other than in the permitted sailing area, except in an emergency.
33. Personal buoyancy aids must be worn at all times on the water, whatever type of craft is use, and on the pontoons.
34. Sailing without safety boat cover is not permitted unless a minimum of two boats are sailing, each with a competent crew, or unless the boat sailing is a keelboat.
35. Use of the safety boat must be strictly for Club business. Joy riding is not permitted.
36. Racing is held under I.S.A.F rules. However, the lake is used for tuition and by occasional day sailors who hire boats and members should not assume that other boat users know the rules on the right of way.
37. Boats must be insured with third party liability of not less than £1,000,000.
38. All boat buoyancy must be in good condition and in accordance with its class regulations.
39. The Club and its members shall abide by the byelaws of Dŵr Cymru Welsh Water Limited and the rules of the R.Y.A. applicable to affiliated clubs, and the rules and constitution of the Club.