

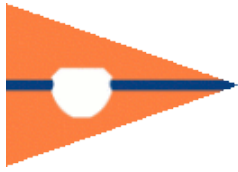
## **8.1 Rights and privileges of members**

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

- 8.1.1 A **FULL MEMBER** shall have the full use of all the Club facilities.
- 8.1.2 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.
- 8.1.3 A **JUNIOR MEMBER** shall have the full use of all the Club facilities.
- 8.1.4 A **GUARDIAN MEMBER** shall have the 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.
- 8.1.5 An **HONORARY MEMBER** shall have the full use of all the Club facilities.
- 8.1.6 A **TEMPORARY MEMBER** (which expression may include members of another RYA recognised club or organisation, and applicants for Club membership whose application has not yet been approved by the Committee) 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 had notice of and impliedly undertakes to comply with the current Club Byelaws and Regulations as if he or she were a full member of the club and so far as the said 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.

## **8.2 Control of dogs**

- 8.2.1 No dogs may be brought into the Club buildings.
- 8.2.2 Dogs on the Club site must at all times be on leads and should be kept under control whilst there is sailing activity at the Club.
- 8.2.3 Dog fouling must be removed by the dog's owner/controller.



### **8.3 Control of motor vehicles and parking**

- 8.3.1 Motor vehicles may only be parked in areas designated for such parking, and not so as to cause an obstruction to other vehicles or to the approaches to the Club premises.
- 8.3.2 Motor vehicles shall not enter the foreshore area of the Club site except to unload / deliver or collect boats. The conduct of such access shall be subject to the provisions of Rule 8.7.1.

### **8.4 Boat parking**

- 8.4.1 Boats may only be parked in areas designated for such parking so as not to cause an obstruction to other boats or vehicles or to the approaches to the Club premises.
- 8.4.2 Boats and trailers shall be stored in an orderly manner.
- 8.4.3 All boats must be removed from the site at the end of the sailing season, unless the appropriate out-of-season parking fees have been paid.

### **8.5 Trailer parking**

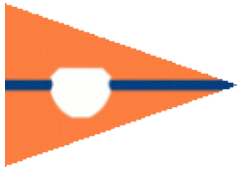
- 8.5.1 Dinghy road trailers may be left on site, providing they occupy the same place as the dinghy. Such dinghy road trailers must be immobilised with a wheel lock or by removal of the road wheels.
- 8.5.2 Empty cruiser trailers may be parked on site whilst the cruiser is on a mooring in areas designated for such parking, and not so as to cause an obstruction to other boats or vehicles or to the approaches to the Club premises.

### **8.6 Cruisers**

- 8.6.1 Cruisers shall be moored using the Club's moorings, in accordance with the Club's moorings policy.
- 8.6.2 Cruiser moorings will be allocated by the Committee or its designated representative.
- 8.6.3 Cruisers may carry an outboard petrol or electric motor up to 10 HP, which may only be used to leave and regain moorings, in the event of an emergency or if the boat becomes becalmed.

### **8.7 Use of the foreshore**

- 8.7.1 The purpose of the foreshore is to provide an appropriate area for the rigging, checking and launching of boats and their recovery and derigging after use. No specific kind of boat or category of member has priority for its use, but commonsense and cooperation shall always take precedence in determining how it is used at times when differing activities coincide. The following principles will be always be applied on such occasions:
- (a) Boats shall have precedence over motor vehicles delivering or removing boats or other items. At times when boat-related activities are taking place, traffic control cones, barriers or other signs will be placed in appropriate positions to alert vehicle drivers that



access to the foreshore is restricted to essential, boat-related activity only, and that only vehicles delivering or removing boats may enter.

- (b) Safety considerations shall always have precedence over everything else. This is particularly important when more at-risk participants are using the foreshore, such as younger, disabled, visiting or inexperienced sailors (especially trainees).
- (c) Whenever it becomes apparent that differing foreshore activities are coinciding or are planned to coincide, the individual Club members supervising each activity shall hold a proper discussion at which their potentially competing needs and intentions shall be explored and mutually acceptable arrangements for their implementation agreed.

### **8.8 Use of 'kill cords' on powered craft**

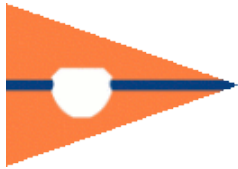
- 8.8.1 An approved engine 'kill cord' shall be used by the helm of all powered craft at all times when the engine is running, without exception. In accordance with RYA recommendations / regulations, such a kill cord must be attached by a loop around the helm's knee or thigh, and not clipped to an item of clothing, to other equipment or any other body part.

### **8.9 Opening of Club premises**

- 8.9.1 The club premises shall be open to members at such times as the Committee shall direct.

### **8.10 Abandoned boats and/or trailers**

- 8.10.1 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:
  - (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 8.10.1(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 they be the said member or former member, or otherwise) for a period of six years.

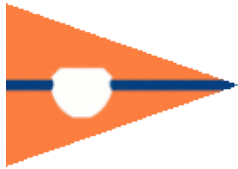
**8.11 Right of lien**

- 8.11.1 In addition to Clause 8.10.1 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.

**8.12 Conditions of use of the lake**

**Summary of conditions of lease**

- 8.12.1 The premises are leased from Dŵr Cymru Welsh Water Ltd who encourage recreational use of the lake and the estate, and have 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 estate users.
- 8.12.2 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.
- 8.12.3 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".
- 8.12.4 Dŵr Cymru Welsh Water Ltd may require us to disinfect the boats if they have cause to believe diseases may be transmitted to the fish stock from elsewhere.
- 8.12.5 Certain areas of the lake are prohibited for sailing. New members must acquaint themselves with these areas before sailing.
- 8.12.6 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.
- 8.12.7 Fishing by club members from Club premises or Club boats is not allowed.
- 8.12.8 Nothing must be done which could contaminate the water or harm the animal or plant life on or around the lake.



- 8.12.9 We must not permit the capture, or attempt to capture any fish, either from the shore or any Club boat.
- 8.12.10 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.
- 8.12.11 Animals are not permitted in our boats on the lake.
- 8.12.12 Excepting radios used for safety purposes, the use of radios, tape recorders, *etc*, is not permitted except in the clubhouse.
- 8.12.13 Overnight sleeping in tents, motorhomes or caravans is not permitted except with the permission of Dŵr Cymru Welsh Water Ltd.
- 8.12.14 Members shall be familiar with and observe the fire regulations.
- 8.12.15 Fires shall not be lit without permission of Dŵr Cymru Welsh Water Ltd.

### **Sailing rules**

- 8.12.16 The lease requires Club members to abide by the following rules relating to sailing activity:
- 8.12.17 All boats must be registered with the Club by name or number before use on the lake. Visitors should register with the Club in the Visitors Book. Special conditions apply to regattas.
- 8.12.18 Only sailing as a sport is permitted. Motor-boating, rowing, canoeing or swimming are not allowed except in emergency or where specifically permitted:
- (a) Swimming or paddling is not permitted except to launch or recover boats.
  - (b) No motor boats are permitted except Club safety boats. Use of the safety boat must be strictly for Club business - joy riding is not permitted.
- 8.12.19 Boats may not be beached anywhere on the lake shore other than in the permitted sailing area, except in an emergency.
- 8.12.20 Personal buoyancy aids must be worn at all times on the water, whatever type of craft is use, and on the pontoons.
- 8.12.21 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.
- 8.12.22 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.
- 8.11.23 Boats must be insured with third party liability of not less than £1,000,000.
- 8.11.24 All boat buoyancy must be in good condition and in accordance with its class regulations.
- 8.11.25 The Club and its members shall abide by the byelaws of Dŵr Cymru Welsh Water Ltd and the rules of the R.Y.A. applicable to affiliated clubs, and the Club's rules and constitution.