

NAPIER SAILING CLUB INCORPORATED
BY-LAWS

1. OBJECTIONABLE BEHAVIOUR

No unlawful or objectionable behaviour of any kind shall be allowed in areas under the Club's jurisdiction. Any alleged offender shall be dealt with under Clauses 5 and 25 of the Constitution.

2. CLUB PROPERTY

Any member causing loss or damage to Club property shall be held responsible and shall be called upon to make good such loss or damage.

The Captain shall be custodian of all Club property and application shall be made to the Captain for use of such property.

3. CLUBHOUSE RULES

The Clubhouse shall be defined as the Clubhouse building and grassed picnic and barbecue areas adjacent thereto. The Clubhouse shall be for the general use and relaxation of Club members, Club meetings and Club activities.

Portions of the Clubhouse may be made available to members or other organisations for special, social, educational or other functions at the discretion of the General Committee provided there is no conflict with regular social, after race or committee activities of the Club.

Members shall maintain a reasonable and clean standard of dress and footwear at all times.

Members may introduce guests to the Clubhouse. Members shall be responsible for their guest's behaviour and shall enter their names in the visitors book on arrival. Guests shall obey all the Clubhouse rules and leave with their host member.

Children are welcome in the Clubhouse but shall be under reasonable control and shall be the responsibility of their parent or guardian.

Bar hours shall be determined by the General Committee and may be posted in the vicinity of the Bar. The duty manager or any Flag Officer may close the Bar at any time. Persons under the age of 18 years shall not be served liquor. Members shall keep their tables clean and tidy and reasonably clear of bottles and glasses by returning these from time to time to the Bar.

The Clubhouse shall be vacated 30 minutes after the closing of the Bar at the discretion of the duty manager or any Flag Officer.

Liquor shall not be brought into or taken from the Clubhouse by members or guests. Members or guests who are found in breach of the Clubhouse rules may be refused service at the Bar and/or requested to leave by the duty manager or any Flag Officer.

4. APPLICATIONS TO OCCUPY CLUB FACILITIES

Applications from Senior members for boat shed and marina berth licences shall be made to the Secretary in the prescribed format prior to change of ownership and occupation.

Applications to lease junior and intermediate shed space, boat parks, moorings and any other space on land or water within the Club's premises shall be made to the Secretary on the prescribed form.

If no vacancies exist at the time, the applicant's name will be placed on a waiting list. Applications will be dealt with in the order in which they are received.

5. FEES

All fees for boat shed licences, marina berth licences and leases of moorings, marinas, boat parks, junior and intermediate shed spaces and all other occupations shall be set by the General Committee. All fees, except slipping and hardstand fees shall be paid by 31st October each year.

If fees remain unpaid after the 31st October the General Committee may order removal of the member's property from the Club's premises including moorings and marina berths.

All new leases shall be paid in advance.

Fees for slippage, travel lift use, and hardstand occupation shall be paid in accordance with the application form.

6. LEASE RULES

Members leasing Club facilities within the Club's premises shall do so as directed by the Captain. Space shall be let on an annual basis. The lease year shall end on the 31st August.

The Club shall not be liable for any loss of or damage to property left or stored in or on the Club's premises. Licensees and Lessees of Club facilities shall indemnify the Club from all claims arising from damage or loss of any kind. It shall be the sole responsibility of the occupier to effect such indemnity cover.

Members shall keep their leased space clear of rubbish.

The General Committee shall retain the right to terminate a lease with one month's notice in writing at any time.

7. LEASE OF CLUB MOORINGS

The Manager shall allocate moorings to Senior members as circumstances permit. All directions of the Manager shall be complied with within any nominated time limit.

Moorings shall be leased on an annual basis but the General Committee shall retain the right to terminate a lease with one month's notice in writing at any time.

Lessees of moorings shall maintain adequate mooring lines in good condition and their craft seaworthy at all times to the satisfaction of the Manager. The Club shall not be responsible for the inadequacy of any mooring line.

Dinghies when stored in the racks provided, shall have the vessel's name painted on the dinghy and on the rack allocated and shall be secured to prevent unauthorised usage.

Commercial vessels shall only use Club moorings with the permission of the Manager.

The lessee shall have priority use of the allocated mooring except that the Club shall have the right to use the mooring to best advantage during periods of absence of the lessee's vessel.

Any allocated mooring may be re-let by the Manager if the lessee's vessel is absent for a period of more than three months unless prior arrangements have been made with the Manager.

The Manager will endeavour to allocate moorings suitable to accommodate a lessee's vessel. To do this the Manager may relocate any vessel at any time. If an alternative mooring is allocated, the vessel shall be shifted at an early opportunity.

The General Committee or the Manager may relocate any vessel at any time in an emergency or to facilitate further marina development.

The lessee shall not transfer the lease of a mooring to a third party without the consent of the Manager.

If an applicant fails to take up occupation of a mooring within one month of notification of allocation the Manager may re-let the mooring without notice.

The size of the vessel shall be taken into account before a mooring is allocated. This provision shall also apply should a lessee change the vessel occupying the mooring.

Any change of vessel shall be notified in writing to the Manager, such notice to contain a complete description of the new vessel.

Every vessel shall leave its mooring and undertake a voyage outside the inner Harbour area on at least four occasions annually, or be liable for termination of lease. A lessee has the right to request the General Committee to decide any issue relating to their Lease.

8. MARINA BERTHS

Licensees occupying Marina berths shall be subject to the terms and conditions of the Marina Licence.

9. BOAT SHEDS

Licensees occupying Boat Sheds shall be subject to the terms and conditions of the Boat Shed Licence.

10. USE OF BREASTWORK

No vessel shall lie alongside the breastwork or pontoons except in the loading area without the permission of the Manager.

A daily fee shall be charged as determined by the General Committee.

11. TRAVEL LIFT AND HARDSTAND

Applications for boat handling by the travel lift and/or for occupation of the hardstand area shall be lodged with the Manager on the approved application form.

Vessels may occupy the hardstand area up to a period of time and for a fee as set by the General Committee. All costs associated with the moving of an owner's vessel to and from the hardstand area shall be at the owner's cost.

The General Committee shall have the right to terminate the use of the hardstand area at any time.

Owners of boats proposing to use the travel lift and/or the hardstand area shall satisfy themselves as to the adequacy of the equipment prior to making use of it. They shall be solely responsible for all aspects of safety in the transportation of boats and subsequent occupation of the area.

12. RAMPS

Vessels, trailers and vehicles shall be allowed in the vicinity of the ramps for only the minimum time necessary to launch or retrieve the vessel.

Members may launch their own vessels from the ramps without payment of fees. All other users shall pay to the Manager before using the ramps, such fees as may be set by the General Committee.

13. PREMISES

Members shall not leave boats or gear in an untidy state on the Club premises. All loose gear shall be kept in sheds. Members shall at all times remove any rubbish discarded in the overhauling of boats and must leave premises tidy. Rubbish likely to decay and become offensive shall be removed from Club premises. Other rubbish shall be placed in Club receptacles.

No fish shall be cleaned or gutted in the Club's premises.

14. MEMBER'S PROPERTY

Members shall not take or use gear of any description belonging to another member without first gaining sanction of the owner.

15. LIVING ON CLUB GROUNDS

No members other than the occupier(s) of the cottage shall live on the Club premises or stay overnight without the written permission of the General Committee.

16. CLUB REGISTER

Members shall at all times give information concerning membership and particulars of vessels as required by the Secretary for the correct compilation of the Club's Records.

Members shall advise the Secretary of change of ownership when selling vessels listed on the Club's Register.

17. CLUB FLAG

The Club's Flags shall only be flown from the Club's Flagpoles.
The Club Flag shall be flown on the Clubhouse Flagpole on days of official Club activities.

18. OFFICER'S FLAGS

The Commodore's Flag shall be the Club Pennant with a swallow tail.
The Vice-Commodore's Flag shall have one white ball on the inner upper canton only.
The Rear-Commodore's Flag shall have one white ball on each of the inner upper and inner lower cantons.
The Flag of the Senior Flag Officer in attendance shall be flown from the Clubhouse Flagpole.

19. CLUB UNIFORM:

The Club uniform shall be as decided by the General Committee from time to time.

20. NOTICES

Notices posted on the Club Official Notice Board shall bear the signature of the Manager or an Officer of the Club.

21. WATER

Water from the Club water supply shall not be wasted.

22. MOTOR VEHICLES

On occasions, vehicles, other than those authorised by the General Committee, may be restricted from entry to the vicinity of the Clubhouse, sheds, slipways, breastwork or ramps, except for the express purpose of loading or unloading gear and equipment.

On completion of loading and unloading, non-authorised vehicles shall be removed immediately to designated parking areas.

Vehicles and trailers shall be parked in an orderly fashion in the designated parking areas provided.

No vehicle may exceed 10 k.p.h. in the Club grounds.

23. VESSELS UNDERWAY

All Government, Hawke's Bay Regional Council and Napier City Council rules, regulations and by-laws shall be complied with.

24. DOGS

Dogs are not permitted in the Clubhouse. At all times, dogs shall be under the control of a responsible person. These provisions do not apply to service dogs.

25. LIVING ON BOARD

Club members and crew of visiting yachts shall not live on board within the Club's premises for more than 7 days in any one year.

Extension to this time limit may be granted by the Manager on such conditions as may be imposed and on payment of such fees as may be set by the General Committee.

26. CLUB KEYS

The Secretary shall ensure that a list is kept of members authorised by the General Committee to hold Club keys.

Key holders shall be responsible for the safe keeping of their key and shall advise the Manager or Secretary immediately if lost.

A key holder shall hand in their key to the Manager or Secretary at the first available opportunity upon removal or resignation from office.

Keys shall not be handed from one member to another without the approval of the Manager or Secretary.

27. ALTERATION OF BY-LAWS

Under Constitution clause 25, the General Committee has the power to alter, repeal, add to, or amend By-Laws.

Passed 3rd August 1949.

Amended September 1953.

Amended July 1959.

Amended September 1967.

Amended October 1979.

Amended 10th June 1991.

Amended 16th March 1998.

Amended (Insert Date)

Commodore.

