



# **REGULATIONS**

**(Revision 13 – 11 December 2019)**

**Britannia Yacht Club**

**REGULATIONS**

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Note:For detailed procedures for the management of the Club's employees, room rental contracts, gas dock operation and bar procedures/cash accounting, etc., please refer to the BYC Policy and Procedures Manual maintained in the Club office.

## CHANGE LIST

<b>PART</b>	<b>TITLE</b>
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<b>TWO</b>	(Approved: BOD Meeting 21 Jun 2017 Item 6.2b; Confirmed: AGM 13 Dec 2017) <b>REGULATIONS GOVERNING MEMBERSHIP CATEGORIES, DUES, INITIATION FEES, BOAT FEES AND OTHER ASSESSMENTS</b>
2.1	change: Membership Fees and Initiation Fees
2.1.7	new Regulation: Member Referral Incentive
<b>THREE</b>	<b>HARBOUR AND BOAT YARD REGULATIONS</b>
3.2.5	change: Fees
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<b>TWO</b>	(Approved: Minutes BOD Meeting 17 Nov 2008: Item 6; Confirmed: AGM 10 Dec 2008) <b>REGULATIONS GOVERNING MEMBERSHIP CATEGORIES, DUES, INITIATION FEES, BOAT FEES AND OTHER ASSESSMENTS</b>
2.3.2	change: STORAGE
<b>THREE</b>	<b>HARBOUR AND BOAT YARD REGULATIONS</b>
3.14	new Regulation: DINGHY (505) SHED
3.15	new Regulation: YACHT BUILDING
3.16	new Regulation: NON-MEMBER USE OF BYC FACILITIES
<b>SIX</b>	<b>TENNIS REGULATIONS</b>
6.1	change
6.12	number change
6.13	new Regulation
6.14	new Regulation: Duties of the Tennis Director
6.15	new Regulation: Regular Tennis Activities
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<b>TWO</b>	Approved: Minutes BOD Meeting Nov 14, 2018; Confirmed: AGM Dec 12 2018) <b>REGULATIONS GOVERNING MEMBERSHIP CATEGORIES, DUES, INITIATION FEES, BOAT FEES AND OTHER ASSESSMENTS</b>
2.1	Change of Membership Categories
2.9	Change to Member Awards
<b>THREE</b>	<b>HARBOUR AND BOAT YARD REGULATIONS (BOD MEETING MAY 25, 2018)</b>
3.11.1	Regulation change - Yacht Storage – Folding cradles
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<b>TWO</b>	Approved: Minutes BOD Meeting March 25, 2019; Item 6; Confirmed: AGM Dec 11 2019) <b>REGULATIONS GOVERNING MEMBERSHIP CATEGORIES, DUES, INITIATION FEES, BOAT FEES AND OTHER ASSESSMENTS</b>
2.1(b)	Changes to membership classes (BOD meeting March 2019)
2.1.5	Changes to Senior 65 membership fee (BOD meeting Nov. 2019)
<b>SIX</b>	<b>TENNIS REGULATIONS</b>
6.0	Name changes from “Tennis” to “Courts” for Director and general references to common facilities (BOD meeting Dec. 2019)

## **PART ONE - INTRODUCTION**

1. These regulations have been developed over many years to ensure that all Members receive equitable and fair treatment in the use of the club and its facilities. Each Member of the Club is expected to abide by these regulations at all times, bearing in mind that failure to do so will, in all probability, cause inconvenience or aggravation to fellow Members. These regulations are approved and issued on the authority of the Board of Directors in accordance with Section 26 of By-law No. 1 of the Britannia Yacht Club. Suggestions for improvement should be made in writing to the director responsible for the area under consideration.

### **2. WAIVER OF LIABILITY**

Notwithstanding any offer or provision of services by the club, whether for a fee or gratuitously, all Members, on application and acceptance of membership in the club or on annual renewal of membership acknowledge that the club is not liable to Members for any loss or damage suffered by such Members to their property arising whether through acts of negligence of officers, other Members or employees in the launching, hauling, storing or moving of their boats or equipment, in the conduct of racing or other activities of the club, or in the occupation and control of the club's property by virtue of any relationship of bailor or bailee, and all Members acknowledge and accept that any such liability shall be borne by them.

3. Pursuant to BYC By-law #1, Section 23.1, any Member who chooses to contravene this paragraph shall be considered for suspension under section 7.7 of the By-law

4. As a privilege of membership, Members will be given preferential prices for various services. The Board has approved the Annual Membership Fees reflected on the BYC Website at: <http://byc.ca/index.php/join-byc/membership-fees>, and Annual Mooring Fees reflected on the BYC Website at: <http://byc.ca/index.php/join-byc/mooringfees>.

The Board of Directors  
Britannia Yacht Club  
December 2017

**PART TWO - REGULATIONS GOVERNING MEMBERSHIP  
CATEGORIES, DUES, INITIATION FEES, BOAT FEES AND  
OTHER ASSESSMENTS**

**2. Purpose and Authority** - These regulations indicate the categories of membership and govern the application of membership dues, initiation fees, boat fees and other assessments, and are issued under the authority of Section 7 of the Club By-law No. 1.

**2.1 Membership Fees and Initiation Fees** - For Annual Membership Fees payable, refer to the BYC Website at: <http://byc.ca/index.php/join-byc/membership-fees>. The following Categories and Sub-categories of membership are established:

(a) **VOTING MEMBERSHIP - As specified in By-law No. 1, item 7.3** Includes Mooring & Boat Associated Privileges, may sponsor the same guest no more than three times (Regulation 2.2 Guests). Fees include Base Fee plus Capital Surcharge if applicable, and HST. Dependant children up to 18 years of age, DO NOT HAVE VOTING PRIVILEGES. Fees may be adjusted annually:

(1) **Full:**

(i) **Single:** 30 years and over, includes dependent children up to 18 years of age, and Family Students;

(ii) **Couple/Family:** 30 years or older (one of the couple), married or common-law partners living at the same address, includes dependent children younger than 18 years of age, and Family Students;

(a) During the first year only of an Intermediate or Student membership, two single members in this category may join for the price listed for one member, subject to joining at the same time.

(b) In the event of any eligibility or benefits to an Intermediate couple membership, the age of the elder of the two members shall apply.

(iv) **65 Single/Couple:** 65 years of age (one of the couple) and a continuous member for 20 years, membership fee increases at the cost of living to a max of 5%; and

(v) **Honorary Life:** Presented for important contributions to the Club. Privileges apply to Spouse of Honorary Life Member. No Membership Fee. Mooring fees apply;

(2) **Intermediate:**

(i) **Single:** 18 years of age or older but less than 36 years of age, includes dependent children up to 18 years of age, and Family Students. Dry sail mooring only;

(ii) **Couple/Family:** 18 years of age or older but less than 36 years of age (one of the couple), married or common-law partners living at the same address, includes dependant children younger than 18 years of age, and Family Students. Dry sail mooring only; and

(iii) **Student:** 18 years of age or older, and is in full-time attendance at high school, college or university (Student ID required); and

(3) **Senior Emeritus:** Age 85 or older with a minimum of 25 years of continuous Voting Membership immediately prior to eligibility.; and

(b) **NON-VOTING MEMBERSHIP - As defined in By-law No. 1, item 7.3** Unless otherwise indicated includes Crewing, Tennis & FULL Access to Club, may sponsor the same guest no more than three times (Regulation 2.2 Guests) DOES NOT include Mooring & Boat Associated

Privileges:

(1) **Social:**

(i) **Single:** 18 years of age or older;

(ii) **Couple/Family:** 18 years of age or older (one of the couple), married or common-law partners living at the same address, includes dependant children younger than 18 years of age;

(2) **Restricted Crewing Membership:** Entitles the cardholder to crew on a BYC boat as registered and is non-transferable between clubs. Clubhouse access is restricted to periods following racing activities, boat preparation and maintenance and the Presentation Dinner. There are no voting privileges, no chit privileges and no access to member rates for room rental. Membership is valid from May 1 to Oct. 31.

(3) **Introductory Membership:** valid for one year. The membership periods will run from May 1 to April 30 this year and from November 1 to October 31 for the following years (different from the normal memberships). This membership can be pro-rated upon the member's request to extend the membership time period or to coincide or with BYC's annual billing cycle upon completion of introductory period.

(4) **Junior Learn to Sail:** (From 01 July to 31 August) 10 years of age or older but less than 18 years of age. Full access to the Club from 01 April to 01 Oct, and dinghy privileges. Registration in a Junior Learn to Sail Programme is accompanied by a Family Social Membership (inclusions above);

(5) **Non-Resident:** Primary address is 160 kms from Ottawa;

(6) **Honorary:** Honorary Membership granted by the Board, full access to the club; and

(7) **Senior Emeritus:** No longer fully active in the Club but wishes to retain connection and occasional access to the Club, conditions and privileges to be developed. Was previously a Non-Voting Member.

*(Approved: BOD Meeting 21 Jun 2017 Item 6.2b; Confirmed: AGM 13 Dec 2017 Updated BOD meetings March & Nov. 2019: AGM 11 Dec 2019)*

2.1.1 **Pro-rated Fees** - If a new Member joins after August 1<sup>st</sup>, the mooring and membership fees will be pro-rated to October 31. The pro-rating will be from the first of the month of the application date. Membership and mooring fees that have been pro-rated in a given year will expire on October 31. Full fees for membership and harbour will be collected on November 1<sup>st</sup> for the succeeding year.

2.1.2 **Initiation Fees** - The initiation fee applies only to the original membership. Should a Family/Couple union dissolve, any new Member brought in under these membership categories by either partner must pay an initiation fee at fifty percent (50%) of the level prescribed for a Single Senior member.

2.1.3 Initiation fees due on change in membership category shall be reduced at a rate of 5% per year of continuous membership in the previous category.

2.1.4 **Non-Resident Initiation Fees** - Non-Resident members who have previously paid membership initiation fees shall not be required to pay an initiation fee to re-qualify for a voting membership category.

2.1.5 **Senior 65 Membership Dues:** In the event of any future general fee increases, fees for all Senior 65 members will be increased at the same rate and in a manner prescribed by the Board.

a) Upon the death of either the older or the younger Member of a Senior 65 couple, the surviving Member's dues shall be set at that of an equivalent Senior 65 single member, based on the ratio between a voting couple and voting single fee at the time of the death.

2.1.6 **Honorary Life** - From this point forward these privileges will only apply to the Member being honoured.

### 2.1.7 Member Referral Incentive

(a) **Purpose:** The purpose of the Member Referral Incentive is to encourage existing BYC Members to invite their friends to join BYC. The referring Member will earn a credit towards their membership renewal for every single, couple or family who is referred that joins BYC (*regardless of the membership level they choose*). For example: if one new member is referred, the referring Member will receive credit toward renewal membership, two new members, additional credit towards renewal membership, and so on. There is no limit for how many friends, families, and crewmembers that may be referred; and

(b) **Conditions:**

(1) the Member Referral Incentive is open only to current BYC members in good standing in any membership category;

(2) the new member **MUST** put the referring Member's name in their application as the referral source on the date they join BYC. If they do not, the referring Member will not receive credit for the referral;

(3) new members at any membership level, upon joining BYC, are also eligible to participate and refer new members to receive credits towards membership renewal;

(3) referrals made by non-members shall not count towards membership renewals;

(4) referral credits are **ONLY** applicable to membership renewals for the next membership year;

(5) credits are **NOT** redeemable for Club products or services; and

(6) referrals will be credited one time only! *Example: If a Member was credited for a referral and the referral membership expires and then renewed, no additional referral credit will be earned or given.*

*(Approved: BOD Meeting 21 Jun 2017 Item 6.2b; Confirmed: AGM 13 Dec 2017)*

## 2.2 Guests

2.2.1 **Visitors' Book** - No guest shall be permitted to be present on Club premises more than **THREE** times in any one membership year. Guests are invited to make use of all the facilities of the Club. Members are responsible for the expenses and conduct of their guests and for their observance of the rules.

2.2.2 Special privileges may be extended to bona fide house guests of Members, or to visiting yachtsmen with their boats, provided that such persons are normally resident at least one hundred miles (160K) from Ottawa. Temporary passes for houseguests or visiting yachtsmen must be obtained from the Club Office.

2.2.3 Persons who have been suspended or expelled from the Club may not be introduced as guests.

2.2.4 Guest admission to the Club is by invitation only.

## 2.3 Mooring Initiation and Mooring Fees

2.3.1 A deposit of \$50.00 shall accompany applications for wet moorings and is non-refundable.

- 2.3.2 **(Storage)** Storage of materials related to the mission of the Club (yachts, trailers, dinghies, etc) is only available to fully paid up Members of the Club, however, there shall be NO storage of:
- a. RVs, vehicles, etc of members of the club; and
  - b. trailers, boats, dinghies, RVs, vehicles, etc of non-members.

*(Approved: BOD Meeting 17 Nov 2008: Item 6; Confirmed: AGM 10 Dec 2008)*

- 2.3.3 If the ownership of a boat changes, except within an individual membership category (i.e. within a family), the new owner shall pay a mooring initiation fee appropriate to the size of mooring to be occupied.
- 2.3.4 If a Member is authorized to occupy a larger mooring than currently or previously assigned to him or her, the differential between the fees paid in the year in which the mooring was relinquished, and the current mooring initiation fees shall be paid.

**2.4 Credit Privileges** - Other clubs' members are discouraged from using the credit privileges of the other clubs due to the administrative burden placed upon the administrations of both the Britannia Yacht Club and the other club extending the credit.

**2.5 Cashing of Personal Cheques** - A cheque drawn by a Member for an amount not exceeding \$50.00 may be cashed in the Club Office, but only one cheque may be cashed by any one Member on any one day. Members whose cheques have been returned shall not again avail themselves of the privilege without approval of the Board of Directors. Guests shall not be entitled to this privilege.

## **2.6 Purchase Orders - Policy**

- 2.6.1 Purchase Orders shall be used for purchases of all goods and services ordered on behalf of the Club in excess of fifty dollars (\$50.00). Purchase Orders may be used for goods and services of a value less than fifty dollars where convenient.
- 2.6.2 Purchase Orders shall only be authorized by the Director of the portfolio being charged with the purchase. The Club Manager is authorized to issue a Purchase Order for administrative purchases or, in the case of an emergency, the Club Manager may sign a Purchase Order on behalf of a Director. Purchase orders over \$500.00 must have two signatures, one of whom must be the Commodore or the Honorary Treasurer.
- 2.6.3 Purchase Orders shall state the agreed purchase price of the goods or services to be acquired and indicate the account to which the purchase is to be charged.

## **2.7 Purchase Orders - Procedures -**

- 2.7.1 When a Purchase Order is duly authorized, copies shall be distributed as follows
- (a) the original copy to the supplier;
  - (b) the second copy to the bookkeeper; and
  - (c) the third copy to remain in the Purchase Order book for control.
- 2.7.2. Reimbursement of pre-authorized expenses incurred by Members on behalf of the Club will only be made if invoices justifying the expense claimed are received by the Club Manager within 60 days of the expense being incurred.

## **2.8 Projects**

### **2.8.1 Terms of Reference**



The Director (Projects) shall be responsible for the management, within budgetary limitations, of specific projects recommended by the Planning Committee and approved by the Board of Directors. Specifically, the Committee shall:

- (a) arrange for the development of appropriate designs or drawings in sufficient detail to enable projects to be completed successfully, for approval by the Board of Directors and the Planning Committee.
- (b) develop schedules of activities and milestones including firm start and end dates;
- (c) coordinate the implementation of assigned projects with other directors and groups to ensure minimum disruption of the Club's other activities;
- (d) coordinate and direct the organization of the Club's major work parties;
- (e) if required, arrange for the preparation of requests for proposals;
- (f) when required, negotiate with successful bidders as necessary;
- (g) supervise the acquisition of materials/equipment required;
- (h) appoint project managers;
- (i) supervise and assist project managers to ensure the successful completion of projects within assigned budgetary limitations;
- (j) make recommendations to the Board and the Planning Committee in respect to the cost and implementation of approved current and future projects.

## **2.9 Awards**

### **2.9.1 Honorary Life Membership Award**

*Refer to Bylaw section 7.3.2(a)*

- (a) The Britannia Yacht Club may bestow an Honorary Life Membership Award to Voting Members who have contributed to the Club in an exemplary manner over the course of their membership. The Honorary Life Membership Award is the highest honor awarded by BYC.
- (b) The Award consists of a lifetime Senior Membership with voting rights. If a couple membership, the spouse or partner of the recipient will not pay membership fees in the event of the death of the recipient.
- (c) Nominations for Honorary Life membership shall include a brief biographical sketch of the nominee, outlining the nominee's contributions to the Club, and be delivered in writing to the Board by the 30<sup>th</sup> of September prior to the General Meeting at which the Award would be presented, or by such other time as the Board shall specify. At least three (3) sponsors are required.
- (d) Members nominated must be voting members in good standing at the Club.
- (e) A guideline is provided with examples of past recipients. This guideline will be updated from time to time with further examples which shall be made available to the membership by posting on the Club website or by posting on the official bulletin board, or by such other means as the Board decides. Membership is the highest award that can be given to a member; it should not be given out lightly, but only for exceptional service to the Club.
- (f) When nominations for Honourary Life Membership are received, the Board shall

appoint a Past Commodore or other very senior member of the Club to chair a small subcommittee to investigate the nomination, determining if the details provided are adequate to support the nomination, and make a recommendation to the Board as to the suitability of the nomination.

(g) The Board of Directors will, by secret ballot, approve the recommendation of the nominee for election to Honorary Life membership.

(h) The Board shall post this recommendation, together with the biographical sketch submitted to the Board, on the Official Notice Board of the Club at least fifteen (15) days prior to the General Meeting at which the nomination is to be considered.

(i) Election requires at least a nine-tenths majority of the voting members in good standing and casting a secret ballot in the election at such a meeting.

### **2.9.2 Commodore's Award**

(a) Britannia Yacht Club Commodore's Award(s) shall be bestowed to Members in recognition of continuing outstanding personal contributions made to, or on behalf of the Club.

(b) The Award will consist of a certificate and special designated pin.

(c) Any two Members in good standing may recommend another Member in good standing to be considered as a candidate for the BYC Commodore's Award.

(d) Candidates for the BYC Commodore's Award will:

(i) be a member of the Club in good standing; and

(ii) not be a current member of the Board of Directors.

(e) The Board of Directors will, by secret ballot, approve those candidates who will receive the BYC Commodore's Award.

(f) The Award(s) will be bestowed at the Annual General Meeting. At its discretion, the Board may make up to three (3) awards in any given calendar year.

(g) A guideline is provided with examples of past recipients. This guideline will be updated from time to time with further examples which shall be made available to the membership by posting on the Club web site or by posting on the official bulletin board, or by such other means as the Board decides.

(e) Recommendations for this award with accompanying justification should be made in writing to the Honorary Secretary not later than the second Friday of October each year.

### **2.9.3 Patron's Award**

(a) Britannia Yacht Club Patron's Award(s) shall be presented to Members in recognition of continuing outstanding personal contributions made to, or on behalf of the club. The Awards will be presented, at the discretion of the Board of Directors, at the Annual General Meeting of the Members. At their discretion, the Board may bestow up to three (3) awards in any given calendar year. In extraordinary circumstances, the Board may bestow additional awards throughout the year.

(b) Any two voting Members in good standing may nominate another Member in good standing for the Patron's award.

(c) The member nominated must:

- i) be a member in good standing,
  - ii) not be a member of the Board of Directors,
  - iii) have been a member for 25 years with at least 20 continuous years as a voting member,
  - iv) not have received an Honorary Lifetime Membership.
- (d) Nominations for this award with the accompanying justifications must be made in writing to the Honorary Secretary directly, or care of the BYC Office, no later than the second Friday of October of each year.
- (e) The Board of Directors will, by secret ballot, approve those candidates who will receive the Patron's award.
- (f) The Award will consist of a certificate and a designated pin.

## **2.10 Late Payment of Invoices**

- 2.10.1 A Member who has not paid their invoice within thirty (30) days of the date of invoice shall be subject to an additional interest charge as prescribed from time to time by resolution of the Board and shall be notified in writing, by the Honorary Treasurer, of the contents of Sections 2.10.1 through to 2.10.4 of this regulation.
- 2.10.2 When payment of a Member's account has not been paid in full within sixty (60) days of the date of invoice, the Board of Directors may, by majority vote, deny all privileges of membership. The Member concerned shall no longer be a member in good standing and shall be denied all privileges of membership unless the Member concerned has made written application to the Board for special dispensation and, by majority vote and by virtue of extenuating circumstances, the Board of Directors specifically rules to accept such alternate payment arrangements. In all cases, the Honorary Treasurer shall have notified, by letter accompanying each invoice, when a Member's account is 30 and again 60 days overdue.
- 2.10.3 Should the Board rule to accept alternate payment arrangements in accordance with the provisions of Section 2.10.2, the Honorary Treasurer shall notify the Member concerned of the specific terms and conditions of his or her extension of membership privileges.
- 2.10.4 If the Board does not rule otherwise in accordance with the alternate payment arrangement provisions of 2.10.2, the Honorary Treasurer shall post upon the Official Notice Board of the Club the names of all persons with such delinquent accounts and whose membership has been suspended.
- 2.10.5 Nothing in the foregoing sections shall be construed as limiting the discretion of the Board in granting favourable dispensation to those Members who are placed in extenuating circumstances.

## **2.11 Fund Raising Activities**

- 2.11.1 Any group wishing to enter into a specific fund-raising activity at the Club must make application to the Board before proceeding with such activity. Such application must give a name to the fund-raising group, outline the scope of the fund raising, outline the proposed use of the funds raised and name a minimum of three trustees who will manage the fund-raising activity. A change in the proposed use of the funds being raised subsequent to the Board's approval of the fund-raising group's application may only be made upon the unanimous consent of the trustees and with the approval of the Board. If the number of trustees falls below three, then the remaining two trustees must name a third or, if unable to do so, must ask the Board to appoint a third member.

- 2.11.2 Normally all receipts will be deposited in the yacht club bank account and be recorded in the Club accounting records in a "restricted deferred income account" (restricted fund). No expenditures may be made from the "restricted fund" other than by written request signed by a majority of the trustees; except that, funds not expended or not formally committed to be expended within one year of the end of the fund-raising program will revert to Club general revenues to be used on either an alternate project, or in any other manner deemed appropriate by the Board.
- 2.11.3 If an operational requirement makes any deviation from 2.11.1 or 2.11.2 necessary (i.e. less than three trustees, joint fund raising with an outside entity, separate banking, etc.), then written permission to deviate from these regulations must be obtained in advance from the Board.
- 2.11.4 A financial statement that fairly presents the revenues and expenses of the fund raising group must be presented annually to the Board at least one month prior to the Annual General Meeting. Financial statements must be available, if required, at other times upon request of the Board.

## PART THREE - HARBOUR AND BOAT YARD REGULATIONS

### 3.1 General

- 3.1.1 Boats may only be brought on to club premises upon completion of the requisite form, waiver of liability, proof of insurance, and payment of applicable fees.
- 3.1.2 The Harbour Master is responsible to the Board of Directors and the Members at large for the operation of the harbour and boat yard so that maximum use may be made of the facilities available. The Harbour Master is usually assisted by a Harbour Committee. The Harbour Committee is comprised of Members appointed by the Harbour Master.
- 3.1.3 To accomplish the above responsibilities, the Harbour Master shall:
- (a) allocate mooring space in the harbour and dry sail areas, as outlined under 'Assignment of Moorings' below,
  - (b) allocate storage space,
  - (c) assign suitable staff for the operation of the harbour and boat yard.
- 3.1.4 Throughout these regulations the term "Yacht" will be used to refer to Members' sailing or power craft, whether large or small.
- 3.1.5 Notwithstanding these regulations, the Board may take whatever action it deems necessary in exceptional circumstances.
- 3.1.6 Club vehicles will only be used to service Club needs.

### 3.2 Moorings

A mooring includes space for:

- (a) one portable locker approved by the Harbour Master.
- (b) space for one yacht tender not exceeding 10' in length,
- (c) normal use of pump outs, and shore water supply,
- (d) electrical connection sufficient to charge batteries and make normal repairs,
- (e) winter storage,
- (f) summer storage for a cradle or trailer in a place specified by the Harbour Master,
- (g) room for a Club approved and situated dry locker,
- (h) access to the Club's diesel and gas facility at a reduced rate from non-members,
- (i) use of such Club facilities that exist, as available, and as permitted by the Harbour Master.

#### 3.2.1 Classes, Types and Principles of Assignment

The Club offers both dry sail and wet (in the water) moorings to its members. Moorings are the property of the Club, and may not be sold, sublet, or transferred between members.

Moorings are allocated to the owner – a single or family member, or the deemed owner of a partnership or syndicate. The Harbour Master allocates both dry and wet moorings, based on:

- (a) a yacht's width, length, and draft;
- (b) the availability of space;
- (c) the requirement to maintain maneuvering room between moorings; and
- (d) seniority on a mooring request list re-created at the beginning of each membership year.

### 3.2.2 Assignment

Each eligible membership category may be allocated only one wet mooring and one dry mooring (families may be allocated more than one under 1000 kg dry mooring if space exists).

### 3.2.3 Dry Moorings

There are three classes of dry sail moorings:

- (a) Under 1000 kg - generally reserved for dinghies, and small motor boats.
- (b) Over 1000 kg - available to both sail and motor yachts.
- (c) Sailboards

3.2.3.1 Each requires the payment of an annual fee determined by the Board at the beginning of each year.

3.2.3.2 Fees in the under 1000 kg and sailboard categories are reduced by 50% for juniors whose parent(s) are voting members of the Club. Boats used in BYC Learn-to-Sail classes are exempted from dry sail fees but must bear a current dry sail sticker.

3.2.3.3 Yachts in a dry sail mooring may use the launching ramps, and Club cranes, as they wish without additional cost, subject to availability and shared use.

### 3.2.4 Wet Moorings

3.2.4.1 There are two (2) classes of wet (harbour) moorings and six (6) mooring sizes that may be allocated:

- (a) Permanent - One, and only one, permanent mooring may be allocated to each owner. It requires the payment of an annual fee, and a one-time initiation fee. An owner holding a permanent mooring has priority over others when moorings are being re-allocated.
- (b) Temporary - A temporary mooring is one that is allocated on less than a year-to-year basis. It is allocated at the discretion of the Harbour Master. When allocated to a Member, fees are determined on a pro-rated basis. When a temporary mooring is issued due to the temporary absence of a Member's yacht from a permanent mooring, the temporary mooring will be vacated immediately on the return of that Member.

3.2.4.2 Wet moorings are sized by the nominal width of wall used. Currently these nominal sizes are:

- (a) 9 foot;
- (b) 10 foot;
- (c) 12 foot;
- (d) 14 foot;
- (e) 16 foot; and
- (f) other.

3.2.4.3 A yacht may be allocated a given sized mooring as long as her beam + 2' (1.5' in the case of a 9' mooring) is not more than the nominal size of the mooring. Notwithstanding these nominal

sizes, the Harbour Master may from time to time reduce the size of a nominal mooring to that of a yacht's actual beam + 2' to optimize space within the harbour and may temporarily allocate a yacht a mooring larger than she might otherwise use. "Other" moorings require the consent of the Board.

### 3.2.5 Fees

The Board establishes Mooring and Initiation Fees for each class and size of mooring. For Annual Mooring Fees payable, refer to the BYC Website at: <http://byc.ca/index.php/join-byc/mooringfees>

*(Approved: BOD Meeting 21 Jun 2017 Item 6.2b; Confirmed: AGM 13 Dec 2017)*

Mooring fees include a single launch and a single haul-out by crane at a time to be specified by the Club, not including masting or other ancillary operations, the cost of which will be borne by the owner.

Launch or haul-out costs from a yacht transport vehicle shall be borne by the owner.

Mooring fees include items in 3.2:

Other requests for space, electrical connection, or use of the Club's property must be submitted in writing and approved by the Harbour Master.

A \$25 per month electricity charge will be levied on members working on boats throughout the full season in dry sail.

At the discretion of the Harbour Master, a \$25 per month environment charge may be applied on boats undergoing sanding and grinding (monies to fund a containment area).

### 3.2.6 Period of Use

Wet moorings shall normally be occupied from launch to haul-out, and the winter mooring vacated.

An owner may request that their use of a winter mooring be extended to make minor repairs or improvements; the Club is not licensed as a boat repair facility, repairs or renovations requiring extended services shall be at the discretion of the Harbour Master.

Requests for extended winter storage may involve the movement of the yacht to another area of the Club premises; costs involved in such moves shall be borne by the owner. In no case shall this "winter storage" be extended beyond two (2) years.

### 3.2.7 Reduction of Fees

Fees paid for a wet mooring may be reduced, when the Club is notified in advance:

- (a) for each Club-organized haul-out or launch that is not required by owner, or
- (b) if a wet mooring is not to be used during a given year,

### 3.2.8 Transfers, refunds, and changes

Owners may transfer their mooring to a newly bought yacht if it conforms in size to the existing mooring. If the new yacht does not, the owner must apply for a change in mooring.

Mooring initiation fees are not transferable (except within a family) and are not refundable. When yachts are owned in partnership, and the partnership changes; initiation fees are due the Club by the new partner(s) in proportion to the partnership change.

When an owner requests a larger mooring, initiation fees are due based on the current difference in the fee. When an owner requests a smaller mooring, no rebate shall be due; the owner will be deemed to have kept their larger mooring.

### **3.2.9 Priority Lists**

3.2.9.1 A priority list for moorings will be established each year, with the following priorities:

(a) Members seeking a permanent mooring shall have priority over those seeking or allocated a temporary mooring;

(b) a single member, or family, currently belonging to the Club shall have priority over a partnership, and a partnership shall have priority over a syndicate; and

(c) owners who have had a mooring within the last five years shall have priority over those who have not.

3.2.9.2 For the purpose of acquiring priority rights for wet moorings in the harbour, the Club previously granted one point per year of continuous membership to each member 10 years of age and over in the qualifying categories as specified in Article 7.10 of the Club By-law. As of January 1, 1985, this was discontinued and amended to read points will be issued on membership only. However, points acquired prior to January 1, 1985, will be allowed to stand.

When a Member does not accept the mooring offered, his or her position on the list shall revert to the last position for the current year.

### **3.2.10 Partnership & Syndicates**

The Member who has been in the partnership longest or has the most shares shall be the deemed owner for all purposes including proof of insurance, mooring allocations, and any costs incurred by the Club with respect to the yacht. For the purposes of this regulation a partnership is a group of members who jointly own a single boat within the Club. A syndicate is a partnership where one or more of the partners have an interest in another yacht/mooring within the Club.

### **3.2.11 Pride of Ownership**

All owners are expected to reflect the pride of the Club, keeping their yachts and areas around their yachts clean and tidy.

The Club may at any time declare an owner in breach of this principle; use Club staff to correct, or limit damages to the Club's or Member's property, and bill the offending member(s) with costs incurred.

Each Member who is the owner of a yacht, while moored or stored at the Club, shall have and maintain at all times a general liability policy of insurance for that particular yacht in an amount of not less than one million (\$1,000,000.00) dollars. Proof of such insurance coverage shall be delivered by the owner to the Harbour Master prior to the date of launch in each and every year. Failure to comply with this regulation shall result in the suspension of launching, mooring and storage privileges.

Repeated violation of this regulation shall be grounds for the Board to expel the yacht from the Club premises, and/or the member's expulsion from the Club under Bylaw 7.6(b).



### 3.2.12 Unpaid Bills

The Harbour Master reserves the right to re-assign a mooring for which the applicable mooring fees have not been paid by March 15 in the current membership year.

Boats may not be removed from the Club's premises unless all harbour, and member/partnership bills are fully paid.

The Club reserves the right to seize the yacht, other boats, and/or equipment of an owner who fails to pay bills due, after six (months) of non-payment. Such seized property may be sold, or otherwise disposed of at the pleasure of the Club, and any costs incurred in the process added to the amounts owing. Amounts recovered above the amounts owing the Club will be due the owner.

Boats for which Harbour Fees have not been paid prior to the posted launch date will **NOT** be launched.

## 3.3. Moorings

### 3.3.1 Mooring Limitations

At no time may any part of the yacht or its mooring buoy be more than 50 ft. from the harbour wall. Maximum distance may be less for certain moorings.

### 3.3.2 Waiting Lists and Mooring Allocations

3.3.2.1 A mooring application shall not be submitted more than two years in advance of requirement. A mooring may be assigned in advance of the requested date.

3.3.2.2 When members dispose of a yacht, the Member shall advise the Harbour Master, in writing, as soon as practicable. Members may retain a mooring space for two years from the date of disposal of their former yachts, on payment of the requisite fees. The Harbour Master, however, may temporarily reassign the mooring during this period.

3.3.2.3 If a yacht is sold within the Club, the new owner must apply for a mooring space. The new owner may be assigned a mooring or be placed on the appropriate list

3.3.2.4 A Member buying a yacht currently in the harbour may be issued a temporary mooring until harbour allocations are made for the current or subsequent membership year.

3.3.2.5 As mooring space becomes available, the top name on the waiting list will be offered the vacant space. If members do not accept the space offered, their name will revert to the bottom of the list as of that date, regardless of the "seniority points", and will retain this new relative position on the waiting list for the balance of that year.

3.3.2.6 A Member on a waiting list may be offered a temporary mooring larger than that required for his or her yacht. They may obtain assignment on payment of the requisite fee for that mooring. When a mooring becomes available, they will be reassigned. Failure to accept a **temporary** mooring will not cause a Member's name to revert to the bottom of the waiting list.

3.3.2.7 A mooring will become forfeit under the following conditions:

(a) failure to occupy the mooring with an appropriate yacht within the two-year period from the assignment of the mooring, or

(b) failure to occupy a presently assigned mooring for two consecutive years, except in exceptional circumstances as approved by the Board of Directors. A Member whose mooring has been forfeited can re-apply as a first-time applicant after one year.

- 3.2.8 A non-member buying a boat currently in the harbour shall remove the boat within five (5) days of the date of purchase.

### 3.4 Waiting List

- 3.4.1 It is understood that a permanent mooring is assigned on the basis that if the Member does not use it for a full sailing season or part thereof, the Harbour Master, on behalf of BYC, may re-assign it on a temporary basis, and charge for the temporary use of it.

### 3.5 Availability of Moorings

Yachts will only be allowed on Club premises under the following conditions for:

(a) yachts previously moored at the Club under the same ownership - by payment of appropriate fees and with the current decal properly displayed,

(b) yachts previously moored at the Club, but with a change of ownership - subject to the same rules as "new yachts" (item (c) below,

(c) new yachts (new to Club) - by approval, in writing, in advance from the Harbour Master. This approval will only be given if the:

(1) Member requesting approval is currently assigned a mooring space capable of accepting the "new" yacht within the stated limitations for this size of mooring and with payment of appropriate fees and with the current decal properly displayed,

(2) Harbour Master has available a mooring capable of accepting the new yacht within stated limitations for this mooring and the Member is entitled to this mooring (see Guidelines for Assignment of Moorings), and with payment of appropriate fees and with the current decal properly displayed, and

(3) Member cannot satisfy i) or ii) above, but agrees, in writing, to remove the yacht from Club premises when requested to do so by the Harbour Master and, in addition, pays the appropriate storage and/or launching/haul-out fees. Members, in this case, will **NOT** be able to moor their yachts at the Club; and

(d) special cases, with the prior approval of the Board of Directors.

- 3.5.1 A Member will have the use of the assigned mooring as long as the Member's yacht is of a size that is commensurate with that mooring. A yacht not of a size commensurate with the assigned mooring may be re-assigned.
- 3.5.2 Members may charter their yachts (and the assigned moorings) to another Member of the Club, subject to prior approval of the Harbour Master.
- 3.5.3 A yacht shall occupy the mooring assigned. If a yacht cannot occupy the assigned mooring (missing buoy, shifted buoy, etc.) the Club Office shall be notified and a temporary mooring will be assigned. A yacht in a mooring other than the mooring assigned may be moved by the Club at the owner's risk and expense.
- 3.5.4 If two Members wish to affect a mutual exchange of similar moorings, approval must be obtained from the Harbour Master before effecting the change.
- 3.5.5 A Member who will not be using his or her mooring for any period of over seven days, is required to advise the Harbour Master so that the mooring can be used in case of emergency, or for visiting yachts.
- 3.5.6 A Member may not loan, lease, or otherwise permit anyone else to use his/her mooring without the consent of the Harbour Master

### 3.6 Cranes

3.6.1 The safe operating loads for the cranes are as follows:

- (a) North crane (near Black jack) 3,000 lbs.
- (b) South crane (near Dinghy Shed) 5,000 lbs.
- (c) Dinghy cranes (2) 500 lbs.

These are **ABSOLUTE MAXIMUM** loads and must be adhered to.

3.6.2 All members using the cranes must obtain certification from the Harbour Master

### 3.7 Identification of Property

3.7.1 All yachts, tenders (buns), trailers, dollies, cradles and loose gear are to be suitably identified by their owners with the name or registered class number of the yacht, or the name of the owner. For yachts, the identification must be easily readable from the harbour wall in the case of wet moorings, and from outside the yacht in the case of dry sail. Cradles and trailers must be identified with the name of the owner, the name or number of the yacht, and the assigned mooring number, if applicable, and the position of the bow and stern. Items not suitably identified will be collected and may be disposed of by the Club without notice or redress.

### 3.8 Harbour Rules

3.8. **Harbour Entrance Right-of-Way** - No one rule of the Collision Regulations or Safe Boating Guide gives the right-of-way at the harbour entrance:

- (a) Under Rule 5, every vessel shall at all times maintain a proper lookout by sight and hearing as well as by all available means appropriate in the prevailing circumstances and conditions so as to make a full appraisal of the situation and of the risk of collision.
- (b) Under Rule 8, any action taken to avoid collision shall, if the circumstances of the case admit, be positive, made in ample time and with due regard to the observance of good seamanship.
- (c) Under Rule 18(a) and (b), a power driven or sailing vessel underway shall keep out of the way of a vessel restricted in her ability to maneuver.
- (d) Under the Safe Boating Guide, a vessel that is unable to maneuver properly should not be obstructed.
- (e) Yachts trying to tack out of the harbour in a strong wind should request a tow rather than jam up the harbour mouth with many tacks.
- (f) **Yachts are required, on entering the harbour, to pass between the channel markers** upstream of the harbour mouth. This will ensure a clear line of site for all yachts entering and departing the harbour.
- (g) ISAF Rule 69 – Gross Misconduct shall be invoked when applicable.

Therefore, boat operators are cautioned to use the above rules for the prevailing circumstances and conditions to determine if a risk of collision exists, and act accordingly.

3.8.2 Yachts underway within the harbour must proceed at **DEAD SLOW. NO WAKE PERMITTED.**

3.8.3 Members shall secure halyards, etc., to prevent slapping against the mast in order to minimize undue noise and possible failure due to chafing. The Harbour Master may cause loose halyards to be tied off.

- 3.8.4 Yachts tied up at any point in the harbour shall only depart after ceding right-of-way to yachts underway.

### **3.9 Mooring Lines and Equipment**

- 3.9.1 Members are responsible for the soundness of their mooring lines. The Harbour Master may cause any mooring line to be replaced at the expense of the owner.
- 3.9.2 Mooring lines are not to be allowed to stream across the harbour fairway, or down to the adjacent mooring.
- 3.9.3 If a tender is left in the water, it must be moored in such a way so as not to interfere with yachts in adjacent moorings.
- 3.9.4 While the Club will take every reasonable precaution to see that mooring equipment belonging to the Club is adequately maintained, it assumes no responsibility for any damage whatsoever, and all yachts and tenders are moored at the owner's risk.

### **3.10 Finger Docks**

A Finger Dock is a dock between two boats where approved by the Harbour Master.

Except for the Club service docks, Finger Docks will only be permitted off the main floating dock in the lagoon. Finger docks will be owned and maintained by the Club and will only be installed between yachts of consenting Members. Allocation of these limited moorings will be according to section 3.3.2 and upon payment of the extra fee.

All existing and proposed docks and ramps will be required to conform to club standards as the new docking system is introduced into the harbour.

**NOTE:** No extra fees will be charged on moorings that are adjacent to floating Club service docks. These moorings are to be allocated to Members with commensurate needs.

### **3.11 Boat Yard**

#### **3.11.1 Yacht Storage**

- (a) Keelboats may be stored on trailers or steel folding cradles provided by the boat owner;
- (b) New members with non-folding cradles will be granted one year from the date of joining to purchase or modify their existing cradle to a folding cradle. Failure to convert or purchase a folding cradle will result in a \$100.00 handling and storage charge per year;
- (c) Keelboats that can be launched and hauled using the hydraulic trailer and the Blue Crane (under 12,000 lbs), must have cradles equipped with welded steel feet consisting of square tubing 6"x6" a minimum of 12" in length attached horizontally and a minimum of 3/16" in thickness;
- (d) New members whose cradles do not have welded steel feet will be granted one year from the date of joining to purchase to modify their existing cradle to equip it with the required feet;
- (e) Failure to convert an existing folding cradle to one with the required feet will result in a \$75 charge for supply and handling of wooden blocks and this charge will be applied each year at haulout;
- (f) The adequacy of this cradle is the responsibility of the boat owner and it must be adequate to support the boat while stored on the cradle and while it is being transported on the hydraulic trailer;

- (g) All cradles must be folded and properly secured 48 hours after launch; and
- (h) Dinghies, day sailors, and other small craft must be properly secured on adequate dollies, stands or trailers.

3.11.2 Boats, whose cradles are designated by the Harbour Master as needing repair or replacement, will not be hauled out in the Fall, unless appropriate action is taken by the owner when so advised.

3.11.3 **Masts**

- (a) Masts not stored on boats must be stored in a location designated by the Harbour Master; and
- (b) Masts stored on boats must not exceed the overall length of 2½' of the bow and stern unless approved by the Harbour Master.

3.11.4 A yacht owner intending to make use of the marine railway must make prior arrangements with the Club Manager.

3.11.5 The Club must provide skilled help during scheduled working hours to operate the marine railway. Owners are responsible for providing additional help for the manhandling of their yachts in the yard, to assist in moving yachts that may be in the way, and for spotting or removing the cradle. A yacht will not be launched or hauled out by the Club staff unless the owners or their representatives are in attendance to ensure that the yacht is properly in its cradle/slings, plugs in, valves off, etc. Taking the yacht to and from its mooring is the owner's responsibility.

3.11.6 Members using Club cranes, or the launching ramps must not block these facilities. Yachts on the marine railway must be capable of re-launch in case of an emergency. Yachts that cannot be launched under these conditions are to be moved by their owners to the storage rails.

3.11.7 Without prior arrangement with the Club Manager, yard equipment (Club vehicles, trailers, jacks, slings, etc.) is not to be removed from the Club premises.

3.11.8 The marine railway and the Club trailer are not to be occupied by any yacht in excess of 24 hours.

3.11.9 A yacht owned by a Member, on which the requisite fees have been paid, may remain on BYC premises for one Membership Year. Members wishing to keep their yachts on BYC premises for two or more consecutive Membership Years must apply to the Harbour Master. Such yachts are to be located as directed by the Harbour Master.

3.11.10 Trailers must be adequately maintained and are to be stored in specified areas only. When the yacht is launched, the trailer or dolly used is to be stored in the assigned area. BYC maintains the right to move trailers as required.

3.11.11 The Club will provide mobile cranes for one Spring launch and one Fall haulout. A Member unable to take advantage of these dates will be responsible for making his or her own arrangements in accordance with the Harbour Master.

3.11.12 Privately arranged mobile crane haulout or launch is only carried out in areas designated by the Harbour Master.

3.11.13 Yachts may be boarded by a member of the staff or Harbour Committee and moved for reasons of safety, improper mooring of a vessel, or mooring in an incorrect mooring.

3.11.14 A yacht in the yard that must be moved to allow the movement of another yacht may be so moved under the supervision of the Club staff.

3.11.15 Yachts are not to be stored on the grass areas in the South East area of the Club premises (Fuller Park) without prior approval of the Harbour Master.

3.11.16 Winter Storage - Storage areas will be designated by the Harbour Master.

3.11.17 **NO** activities involving sandblasting or spray painting shall be allowed in any area other than that designated by the Harbour Master. Adequate screening must be provided to prevent dispersion of by-products more than twenty feet from the work, and the work shall be carried out **ONLY** in low or no wind conditions. The owner is responsible to obey and carry out the regulations pertaining to the handling of hazardous materials.

3.11.18 Within 14 days of the Club launch date all boats, cradles, trailers, masts and dinghies not in current use shall be stored in areas designated by the Harbour Master. After that, the Harbour Master may cause such items to be moved to these areas at the owner's risk and expense.

### 3.12 Pump Out and Gas Docks

The Pump Out and Gas Docks are provided for **ONLY** these purposes. Yachts shall not be moored at these locations for periods longer than fifteen (15 minutes), nor shall the water facilities provided be used for boat washing.

13.2.1 All users of the gas dock shall follow approved shall follow Federal and Provincial Safety regulations and shall follow the guidelines as prescribed by the *Gasoline Handling Act*

### 3.13 Damage to Club Boats

3.13.1 **Should damage or failure occur, for whatever reason, to the Club's boats when being operated by a Member or employee of the Club, such damage shall be reported as soon as possible thereafter, in writing, to the Fleet Captain.** In cases where negligence was the cause of the damage or failure, the person operating the boat may, at the discretion of the Board, be required to pay for the repairs and/or be subject to such other administrative action as the Board deems fit.

### 3.14 Dinghy (505) Shed

Space in the Dinghy (505) Shed may be made available to Members for the storage of dinghies and other small craft, or work space, subject to the following:

a. the Harbour Committee will review the use of the Shed once during the sailing season and once between haul-out and launch;

b. the Harbour Committee will recommend annually to the Honorary Treasurer, based on the review at a., the fee to be charged for use of the space, no later than 30 September;

c. if demand exceeds the available space, any yacht that is dormant for two years shall be removed from the Shed;

d. if demand exceeds the available space, any work space that is dormant for two years shall be reallocated;

e. a no-storage and work space zone shall be demarcated by yellow paint inside and outside the Shed door;

f. dinghies and other small craft shall be stored on the racks provided;

g. dinghies and other small craft that will fit on the racks, shall not be stored in the Shed on dollies;

h. dinghies and other small craft that will not fit on the racks, may be stored in the Shed on

dollies;

i. the area in the vicinity of the Shed's West wall and entrance shall be kept clear of material so that the area may be used for projects such as cradle repairs, boat repairs, etc;

j. the Regulations governing the use of the Shed shall be posted outside on the West wall near the main door and inside on the Storage Locker wall near the no-storage and no-work space zone; and

k. the General Manager shall ensure compliance with these Regulations for the use of the Shed.

*(Approved: BOD Meeting 17 Nov 2008: Item 6; Confirmed: AGM 10 Dec 2008)*

### **3.15 Yacht Building**

Members may build a yacht on BYC premises, subject to the following:

a. the Member shall register with the General Manager and provide proof of a minimum of \$1 million of liability insurance with the BYC named as a co-insured;

b. the Member may be allocated space by the Harbour Master to erect a temporary shelter for yacht building. Such shelter shall meet the standard set by the Harbour Master and shall be removed once the work is completed;

c. a fee per square foot per month for the space used for a temporary shelter shall be set by the Board on recommendation of the Honorary Treasurer;

d. the Member is responsible to obey all environmental regulations pertaining to the handling of hazardous materials, and is responsible for their proper clean-up and disposal off premises;

e. no activities involving sandblasting or spray painting shall be allowed in any area other than that designated by the Harbour Master. Adequate screening must be provided to prevent dispersion of by-products more than twenty feet from the work area and the work shall be carried out ONLY in low or no wind conditions;

f. the Member may use Club facilities for the disposal of non-hazardous waste; and

g. BYC accepts no liability.

*(Approved: BOD Meeting 26 May 2008: Item 6; Confirmed: AGM 10 Dec 2008)*

### **3.16 Non-Member use of BYC Facilities**

Non-member use of BYC Facilities shall be subject to the Harbour Regulations and covered by a Memorandum of Agreement (MOA) that shall detail the following:

a. services to be provided by BYC;

b. facilities to be provided by BYC;

c. fees or rates to be paid;

d. insurance requirements;

e. obligations of BYC;

f. obligations of user;

g. dispute resolution; and

h. termination.

*(Approved: BOD Meeting 17 Nov 2008: Item 6; Confirmed: AGM 10 Dec 08)*



## PART 4 - SAFETY REGULATIONS

- 4.1 The Fleet Captain will appoint a Club Safety Officer.
- 4.2 Owners or operators of boats using the Club **MUST** comply with the Federal Small Vessel Regulations. These are listed in the booklet **SAFE BOATING GUIDE**, which may be obtained from the Club Office or the Canadian Coast Guard.
- 4.3 Boats to the East of the entrance buoys are deemed to be in the harbour precincts, and shall comply with BYC Harbour and Boat Yard Regulations.
- 4.4 Boats are subject to inspection by the BYC Club Safety Officer who will inform the owner of deficiencies of safety equipment or violations of Safety Rules.
- 4.5 If, in the opinion of the Club Safety Officer, any boats are found to be unseaworthy, or in violation of safety requirements, the owners of the vessels will be informed that their boat should not leave the harbour until brought up to standards.
- 4.6 Owners or operators of boats leaving the harbour that have not met the safety requirements, may be reported to the Board of Directors, who may suspend or expel the Member concerned.

## PART FIVE - HOUSE REGULATIONS

### 5.1 General

- 5.1.1 These rules shall apply to all Members and their guests when within the premises of the Club.
- 5.1.2 The Club Manager and the Directors are authorized to enforce these rules.
- 5.1.3 Serious or continuing breach of these rules will be referred to the Board of Directors for action and may result in suspension or expulsion of the offending Member.
- 5.1.4 Membership cards shall be carried on a Member's person, or be readily available, while on Club premises.

### 5.2 Hours of Operation

- 5.2.1 The grounds are open to Members at all times. The Clubhouse will be open in the morning at a time to be posted on the notice board, in accordance with the circumstances and the season of the year.
- 5.2.2. The house will close approximately one-half hour following the cessation of established bar hours.
- 5.2.2 The Board of Directors may authorize other times when necessary.

### 5.3 Bounds

- 5.3.1 Members are not permitted in storerooms or other spaces reserved for Club servicing.
- 5.3.2 Office spaces are reserved for Club business.
- 5.3.3 Members **MUST** be suitably attired - including the wearing of shoes and a shirt; **bathing suits are not regarded as suitable attire** for any of the public spaces in the Clubhouse. Members in bathing dress are required to proceed to and from the locker room by **direct** locker room outside doors.
- 5.3.4 Persons who are neither Members, staff, guests or business callers, are not allowed within the Club premises. In their own interest, Members are asked to apply the dictates of security and common sense to the presence of strangers. In cases of difficulty involving bodily contact or other unusual circumstances, call the Police
- 5.3.5 Members will on club property will not conduct themselves in a manner unbecoming a member, use unseemly language, behave improperly, or damage Club property. The Board may require repayment for damage occurring in neglect of this rule.
- 5.3.6 It is not permitted to post in the Clubhouse, or anywhere on Club premises, any notice of a commercial nature or for the sale or rent of any article other than a Member's personal yacht, yachting equipment or courts equipment.
- 5.3.7 No notices, posters, signs, etc. shall be posted in the Clubhouse, on the notice boards or elsewhere, without the approval of a member of the Board of Directors or the Club Manager.
- 5.3.8 Dogs or other animals are not allowed in the Clubhouse; must be on a leash and under control on the Club property to the west of the parking lot; elsewhere, they must be under control.

### 5.4 Staff

- 5.4.1 The Club Manager is responsible to the Board for the day-to-day operation of the Clubhouse and supervision of designated staff. Members who feel that they have reason to make a complaint against any member of the staff must not take direct action or make personal

reprimand.

5.4.2 Complaints about staff are to be directed to the Commodore in writing.

5.4.3 Members shall not give orders to the staff other than normal requests for service, and no member of the staff may be sent outside the premises of the Club except by the Club Manager or the relevant Director.

## 5.5 Liquor

5.5.1 The Club is licensed by the Alcohol & Gaming Commission of Ontario, as posted, for the sale of wines, spirits and beer under the terms of the Liquor Licence Act of Ontario, which shall be observed by all Members.

5.5.2 Hours of operation of the bar and prices to be charged for drinks shall be posted in the bar.

5.5.3 Only bar staff is permitted behind the bar.

5.5.4 Only Members or their **SIGNED IN** guests are permitted to make purchases at the bar.

## 5.6 Juniors

5.6.1 Junior Members and their guests under the age of eighteen years are permitted to use the Club at all times except when areas have been specifically reserved for an approved function.

5.6.2 The Bruce Neuk may only be used by Junior Members and their guests under the supervision of a senior member.

## 5.7 Member Social Functions

5.7.1 As a service to Voting Members, Members may request approval for the reservation of space on the Upper Deck for MEMBER SOCIAL FUNCTIONS.

5.7.2 MEMBER SOCIAL FUNCTIONS are defined as those involving a Member's family or friends, present by invitation of the Member.

5.7.3 Requests for member social functions shall be forwarded, in writing, to the Club Office using a Private Function Request Form available at the Office.

5.7.4 **The Member requesting space to hold a social function must attend the ENTIRE function, shall be responsible for the conduct of persons attending and for any costs or damages incurred as a result of a function.**

5.7.5 Voting Members will be charged at the member rates, non-voting members at the non-member rates.

5.7.6 The Club Manager may recommend approval or otherwise for the holding of member social functions that meet, as a minimum, the following basic criteria.

The proposed function:

(a) will not, in the opinion of the Club Manager, result in conflict with any Club activity or cause a disturbance to the Club members-at-large; and

(b) will not exceed the number of attendees permitted in the space reserved.

5.7.7 The Board of Directors approves the prices for food and bar service.

5.7.8 The following items are prohibited at social functions:

- (a) use of external catering services, or provision of foods;
- (b) use of the BYC kitchen facilities;
- (c) the bringing of liquor or other alcoholic beverages to the Club premises; and
- (d) any other act that could prejudice the licenses of the Club to operate.

5.7.9 The rental rates for reserved space in the Upper Deck will be established by the Board of Directors at the commencement of each Club fiscal year.

5.7.10 A voting member may request and be granted permission to use the marquee located on the lawn adjacent to the flag mast for up to one (1) hour provided that the time of such use would not conflict with an already scheduled or anticipated official club function.

## **5.8 Parking and Vehicles**

5.8.1 Parking spaces are provided in areas East of the courts and around the harbour. Parking is prohibited elsewhere. Bicycles are to be put in the bicycle rack on the path by the courts.

5.8.2 All vehicles must be operated at less than 20K an hour within the Club premises Parking is permitted only in specified parking areas.

## **5.9 Security Duty**

Members, when called upon to do so, shall perform one (1) evening of security duty. Those members unable to perform the duty are to notify the office by May 1st. Members who fail to appear on their assigned evening will be invoiced the established fee.

## **5.10 Smoking**

5.10.1 City of Ottawa By-laws shall be observed.

## **5.11 Garbage**

5.11.1 No garbage is to be placed west of the main parking lot.

## PART 6 - COURT REGULATIONS

### **General:**

6.1 The use of the courts is governed by courtesy, mutual consideration of other players, and pre-booking recorded on the BYC Website.

*(Approved: BOD Meeting 17 Nov 2008: Item 6; Confirmed: AGM 10 Dec 2008)*

6.2 Juniors have the same court privileges as seniors.

6.3 Proper sports attire is the dress code of the Club:

- a. **For women:** Proper sports shirts, shorts, skirts, dresses, warm-up outfits and sleeveless sports tops are permissible. Tank tops are not allowed; and
- b. **For men:** Shirts with sleeves with or without a collar, sports shorts and warm-up outfits are permissible. Tank tops, jogging shorts, cut-off jeans and swimming trunks are not allowed.

6.4 Shoes worn on the courts must have soles of a composition and/or colour that do not mar, scar or scuff the playing surfaces. Shoes with coloured carbon soles are not allowed.

6.5 Smoking, profane language, rowdyism and general clowning on the courts are not allowed.

6.6 Be courteous when on the courts. Do not run on to other players' courts to retrieve a ball - ask a player on the pertinent court to return the ball after they finish a point.

6.7 Mark your game balls in order to save arguments as to identification of your property.

6.8 Do not litter the courts with wrappings, cans, can covers and especially chewing gum. Refuse containers are provided for this purpose.

6.9 The courts dry fairly quickly after rain. However, there are certain depressions where water will stay longer. Roll Dries and Carpet Drags are provided. Please push or drag the extra water off the courts before playing. Courts can be slippery if not completely dry. Please hang up Dries and Drags when finished.

6.10 Willful damage to the courts, nets, lights or any court facility could result in suspension of membership.

6.11 The courts are supplied for the use of Club Members. Discretion should be used in inviting guests. Guests must abide by the regulations. Guest privileges cease after three visits as stated in Section 2.2.1 of the Membership Regulations.

6.12 BYC participants in Club or NCTA tournaments must be Club Members in good standing.

6.13 If the Court Lights have been used for evening play, TURN-OFF the lights when play has finished.

*(Approved: BOD Meeting 17 Nov 2008: Item 6; Confirmed: AGM 10 Dec 2008)*

### 6.14 **Duties of the Courts Director:**

All of the following duties and responsibilities may be delegated for accomplishment:

- a. *Responsible for the day-to-day operation, maintenance, and repair of the four active BYC courts, the shed just outside of Court # 5, and the Court lighting. Prior to opening the courts in the Spring, the Director will ensure that they have been adequately cleaned (by high-pressure water or other adequate cleaning.) During the winter months of inactivity, the Director will initiate, through the Club Manager, the procurement of all supplies*

forecasted to be needed during the next season (i.e. Nets, Squeegees, Drags, Sweeper, Ball Machine [and balls], Wind Screens, etc.);

- b. *Responsible for establishing a Courts Budget* and obtaining its approval from the Treasurer and the Board of Directors (in liaison with the Club Manager.) All forecasted Long-Term Courts expenses will be established in conjunction with the Courts Committee and forwarded through the Club Manager to the Planning Committee. During any year, the Director is responsible for ensuring that Courts expenditures do not exceed the approved budget for the year;
- c. *Responsible for convening a Courts Committee.* The Director will seek out BYC Courts members who are willing to provide their time to define the needs for and the manner in which court activities operates at BYC to include but not be limited to routine play, tournament play, attraction and indoctrination of new members, facility needs, social activities and winter play;
- d. *Serves as a member of the BYC Board of Directors.* Although the Director provides the Board with representation from the Courts Committee, he/she sits as a full member of the Board and is responsible to become familiar with and for participating in all the actions that come before the Board;
- e. *Responsible for working with and through the Club Manager in accomplishing all Courts support.* The Director will coordinate with the Club Manager to arrange for, contract, and pay of a professional to support Tuesday night instruction, Sunday Morning Round-Robins, and court availability for ad-hoc instruction to be arranged by individual members as deemed by the Courts Committee;
- f. *Responsible for convening a meeting of BYC Courts Members twice each year (in September and in April).* A Fall meeting will be convened to provide a status report of BYC Courts activity during the season about to be completed; the status of court maintenance and repair; planned projects for the coming year; and the nomination of a Courts Director for the coming year. When nominated, the Director will inform the Chair of the Nominating Committee; and
- g. *Responsible for providing a bi-monthly article on BYC Courts to the editor of the Full & By.* Bi-Monthly, the editor of the *Full & By* will request a short (one page) summary of current Court activity as well as any in near future. The purpose of the article is to inform the club membership about BYC Courts activities.

*(Approved: BOD Meeting 17 Nov 2008: Item 6; Confirmed: AGM 10 Dec 2008)*

#### **6.15 Regular Courts Activities:**

- a. Round-Robins – The Director facilitates/delegates Round-Robins on Sunday mornings and such other times as may be decided by the Courts Committee;
- b. Club Championships – The Director organizes and manages an annual BYC Courts Club Championship tournament per sport during the Month of August each year. Winners and Runners-up will be awarded Club Trophies as well as (take-home) trophies procured, engraved, and paid for as is deemed appropriate by the Courts Budget;
- c. Evening Lessons – The Director organizes an instruction session (with the Club Pro at Club expense) for members on Tuesday evenings or other evenings as chosen by the Courts Committee. Other play that evening may be ad-hoc or organized into a Round-Robin depending on the number of participants;
- d. NCTA Activities - The Director is the BYC representative to NCTA (The National Capital Tennis Association). When tennis members agree to field a team to compete in NCTA tournaments, the Director appoints a team Captain who is responsible for fielding the team; ensuring members are available at the times scheduled; and reporting match results to the

NCTA staff. The Director is responsible for providing balls and for assuring the payment of NCTA annual dues; and

- e. Winter Activities – The Director organizes winter Round-Robins at the West Ottawa Tennis Club; compatible with West Ottawa’s operation. The Round-Robins are followed by dinners at BYC or other prescribed locations for which the Director delegates responsibility to Courts members.

*(Approved: BOD Meeting 17 Nov 2008: Item 6; Confirmed: AGM 10 Dec 2008)*