

**BYE-LAWS**  
**OF**  
**THE HEBE HAVEN YACHT CLUB LIMITED**

Incorporated the 7<sup>th</sup> day of June, 1963

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**THE HEBE HAVEN YACHT CLUB LIMITED**

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THESE BYE-LAWS ARE ISSUED IN ACCORDANCE WITH ARTICLE 15.7(b) OF THE CLUB'S ARTICLES OF ASSOCIATION.

SONNY PAYNE  
COMMODORE  
DECEMBER 2024

## **BYE-LAWS**

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## **DEFINITIONS AND INTERPRETATION**

The defined terms in Article 1.1 of the Club's Articles of Association are adopted in these Bye-laws.

“**Articles**” refers to the Articles of the Club's Articles of Association and any reference to “Article” shall be a reference to the same.

“**Club Area**”, for the purpose of these rules the Club area shall mean the land occupied by the Club and any part of the waters of Hebe Haven and/or Shelter Cove where the Club has a mooring, and shall include all waters where members occupy private moorings except waters to the south of the main fairway between the Cardinal Mark at the entry to Hebe Haven/Shelter Cove and the Pak Sha Wan Public Pier.

“**Mooring**” shall include any of a Swinging Mooring, a Pontoon Berth or a Hardstand or Boat Rack space unless specified otherwise in a particular Bye-law or the context does not so permit.

“**POS**” shall mean Point of Sale System

In these Bye-Laws, words importing the singular number only shall include the plural and the converse shall also apply; and words importing the masculine gender shall include the feminine gender.

## **GENERAL PREAMBLE**

### **Members Responsibilities**

It is the responsibility of Members to become familiar with these Bye-laws and to comply with them. In the event of any breach of the Bye- laws the Member who is in breach of the Bye-laws shall be solely responsible for the breach and shall be responsible to the General Committee for any such breach in accordance with the Articles.

### **Powers of the General Committee**

Members are reminded that in the event that any Member is found by the General Committee to be in breach of any Bye-law the General Committee may, pursuant to Article 12.6, expel the Member or suspend the Member from the use of the Club's premises and all privileges for a period not exceeding six months. Suspended members are still required to pay the Monthly Subscription and Building Levy though are not liable for the Minimum food and beverage charge.

### **Guidelines to the Implementation of Penalties**

Various Bye-laws contain penalties, which can be imposed upon Members in the event of a breach. It was the intention of the General Committee when providing for those penalties that they be enforced with common sense and discretion. It is not intended that breaches shall be inflexibly punished by the imposition of a penalty even where the breach has occurred as result of an inadvertent or unavoidable set of circumstances. For example a first time offender should generally be excused upon explaining the circumstance of the breach to the relevant sub-committee. However if that person had been told by a member of staff at the time of the breach that they were or would be in breach of the Bye-Laws if they did a particular thing, then that first offender should not expect to have the penalty waived.

Members are advised that the discretion whether or not to impose a penalty does not rest with the Club's staff, but rather with the Committee responsible for the area of the Club where the breach of Bye-laws took place, or with the General Committee.

Where the staff see a breach they are obliged to report it to the relevant Committee Chairman, and the decision whether or not to impose a penalty so rests with that Committee.

## SECTION 1 - HOUSE AND GENERAL

1. The hours of opening of the Restaurant and Garden Bar Food and Beverage outlets are decided by the Club Management and are published on the Club notice board and website. A prominent notice setting out the opening hours is displayed in the area of the main bar and on the Club website.
2.
  - 2.1 Operation of Food and Beverage outlets outside the published hours must be prearranged through the General Manager or the Food and Beverage Manager and will only be approved as an advance booking for a specific function.
  - 2.2 Members intending to use the Club Facilities for a private event shall sign and event booking form and shall pay a deposit to the Club, prior to the event date, to secure the venue. The final payment shall be settled on the date of the event with a Member's signed chit.
3. The main bar will remain open after the normal hours so long as Members remain present. Members remaining in the bar after the normal closing time shall be debited with an equal share of the prescribed overtime hourly charge set from time to time by the General Committee. Members shall not be asked to sign a chit for such overtime payments, however the duty bar attendant shall note the Members present and the time they leave the bar. The Club shall calculate the share of the overtime payable by each Member present from the bar attendant's note.
4.
  - 4.1 All Members are issued with Club membership cards. Members are forbidden from allowing anyone other than themselves to use their membership card. Members can authorize issue of an additional membership card for their spouse or partner. Membership cards can also be issued for their dependent children aged fifteen years and over as defined in the Articles, at a charge to be determined in accordance with Section 1 clause 12 of the Bye- Laws. Cards issued to Members children will expire on the child's 18th birthday but if the child is in tertiary education may be extended until the child's 23rd birthday or the completion of tertiary education, whichever comes first. It is the responsibility of the Member to apply for this extension and supply proof of further education. Members are advised that their children over the age of 18, unless they are in tertiary education and have a Membership Card, must be signed in as a visitor when visiting the Club. Members are encouraged to have their children join as Junior Members when they reach the age of 18. Membership cards must be produced if required by Club officials or staff for entry to or use of any Club facility. Any Officer of the Club, Member of the General Committee, or Employee of the Club shall have the right to carry out spot checks on users of the Club facilities to ascertain that they are Members in good standing and shall have the right to require that a person using the Club facilities shall produce proof of their Membership or demonstrate their right to use the facility concerned.
  - 4.2 A POS chit shall be produced with a record of all food and beverage items ordered by a Member during any visit to the Club or with a record of all work done for or at the Members direction by the Marine Department. Members should check and sign all POS chits before leaving the Club whenever the Member has consumed any food and beverage items or had work done by the Marine Department or usage at the Sail Training Centre. If authorized, a Member's spouse and dependent children aged fifteen years and over may sign chits on behalf of the Member. Whenever possible the Member's spouse's and dependent children's Club membership card should be used. If the Member or their spouse or dependant children do not sign their POS chit before leaving the Club the POS shall, in the absence of manifest error on the face of the POS chit be deemed to be correct.
5. No person under the age of eighteen years may consume alcoholic beverages on Club premises. Evidence of age must be produced if required by Club officials or staff. (A Hong Kong Identity Card will suffice).
6. No person aged fourteen years or under may be present at the bar.
7. Members shall at all times preserve a reasonable standard of dress on the Club premises depending on the circumstances and the time of the day and subject to any direction of the General Committee.
8. Club Members are responsible for the correct behaviour of their children and/or guests in the Clubhouse and elsewhere on the premises. In the event of any proven misbehaviour by children and/or guests, disciplinary action may be taken against the Member in accordance with the Articles. Children under the age of fifteen must be continually supervised while on Club property.
9. Guests must always be accompanied by a Member while on the Club premises. The Member is responsible to see that the guest's name is entered in the Visitors' Book at the entrance guard house's, on the day of the visit. The only exception to this rule is on official race days for visiting skippers and crews and for social events for which prior booking is required. The General Committee may authorize members of other yacht and sailing clubs to sign chits for recovery from their home clubs. Otherwise, guests may only purchase bar items using the purchase coupons sold at the bar or using the Octopus system and are not permitted to sign chits on behalf of Members. Members of clubs with reciprocal rights shall not be required to enter their names into the Visitor's Book.
10.
  - 10.1 Not more than four guests per Member are permitted on any Public Holiday, Saturday or Sunday in the restaurant, balcony and bar. A Member is only entitled to introduce such guests to the Club twice in any one month.

- 10.2 At the sole discretion of the General Committee the number of guests on weekdays is normally unrestricted. However a Member intending to invite more than ten guests to the Club with the intention of using the bar and/or catering facilities must first seek the agreement of the General Manager, or of the Food and Beverage Manager.
- 10.3 Regular users of Club facilities are expected to apply for membership. Exemptions from 10.1 and 10.2 above may be granted by the General Manager. Applications should preferably be written and made at least twenty-four hours in advance.
- 10.4 Where the General Committee has agreed to extend reciprocal usage rights to members of other Hong Kong clubs, members of such other clubs exercising those reciprocal rights shall exercise those rights in accordance with these Bye- laws and shall be bound by them as though they were members of the Club. Provided that where the reciprocity arrangements impose restrictions upon the use of particular Club facilities any entitlement to use such facilities which is provided for in these Bye-laws shall not extend to such members of other clubs.
11. Damage to Club property will be assessed by the General Committee and may be charged to any Member responsible. Members are responsible for any damage caused by their guests or by their own or by their guests' children.
12. The General Committee shall from time to time determine charges and arrangements for the use of Club facilities. Where reference is made in these Bye-laws to charges, these are the standard charges determined from time to time by the General Committee, and are available for inspection on the Club notice board and in the Club office.
13. No gratuities may be given by Members or by their guests to any full-time or part-time Club staff.
14.
  - 14.1 Employees may not be abused or reprimanded by a Member. The use of foul language and aggressive or bullying behaviour to any Club employee will not be tolerated and will be considered as grounds for possible suspension or expulsion.
  - 14.2 For a serious offence the General Manager or designate may suspend any Member immediately, pending an investigation within 2 working days. The General Manager or designate may also issue a warning to a Member for inappropriate conduct towards staff.
  - 14.3 Complaints against Club employees or Club services may be forwarded in writing, or if urgent, referred immediately to the General Manager or the Manager on duty. Matters requiring the attention or action of the General Committee will be passed to the General Committee by the General Manager after investigation. Alternatively, Members may send written complaints direct to the General Committee.
15. Items purchased from the Club are not returnable. Only food and drink purchased in the Club may be consumed on Club premises. BBQ food should only be consumed in the BBQ area and must not be consumed in the restaurant. Food and beverages purchased as Ship's Stores may not be consumed in the Club House, Balcony and Garden Bar.
16. Accounts will be rendered to Members monthly as at the end of each month and must be settled by the 25th of the following month. Such accounts will cover: -
  - 16.1 All purchases from the Club for the month.
  - 16.2 Subscriptions and charges for Club facilities for the following month.
  - 16.3 A penalty of \$350 will be imposed on any Member's account that for any reason remains unpaid by the due date.
    - 16.3.1 If, without the prior written approval of the Club's General Manager, a Member's Account remains unpaid by the due date more than twice in any twelve month period, the penalty referred to in 16.3 shall increase to a month's Subscription for the third, fourth and fifth occurrence, and shall increase to one and a half month's Subscription for each subsequent occurrence. The penalty for late payment shall remain at these higher levels until such time as the Member pays his account by the due date on twelve successive occasions.
    - 16.3.2 In addition, any Member who does not pay their account by the due date on more than three occasions within a twelve month period will be required to place a deposit with the Club. Such deposit shall be equal to three times the average of the Member's account for the last twelve months, and will remain with the Club for at least until such time as the Member pays his account by the due date on twelve successive occasions. Such deposit will not bear interest, and shall not be considered a pre-payment, that is, the Member is still expected to pay their account each month in the normal manner as set out below. However, the deposit can be used to offset any amounts due to the Club should such a Member resign from the Club without clearing his account. Once such a deposit is requested from a member, his signing rights within the Club are suspended until the deposit is received.
17. All Members are required to settle accounts using Autopay via autopay direct debits (Auto Pay Arrangement). A \$250 charge is imposed for any settlement made other than through the Autopay Arrangement.
  - 17.1 Unless otherwise specifically authorized by the General Committee pursuant to Bye-law 17.3 all Members shall settle accounts using Autopay via autopay direct debits ("Autopay Arrangement").
  - 17.2 The minimum amount for any Autopay Arrangement authorization shall be as specified by the General Committee from time to time.

- 17.3 Members who do not wish to have an Autopay Arrangement may at the discretion of the General Committee, be allowed to leave a non-interest bearing deposit with the Club equal to the minimum Autopay Arrangement authorization specified by the General Committee from time to time under Bye-law 17.2 ("Deposit Arrangement"). At the discretion of the General Committee the amount of such deposit may be reduced to an amount equal to the average of the Members Club bills over the previous 6 months. Such deposit lodged with the Club shall not be, nor shall be deemed to be by the operation of law of equity to be held in trust by the Club and the Club shall not be liable to credit interest on such amount to the account of the Member.
- 17.4 In the event that a Member's Autopay Arrangement is cancelled (other than to enable the Member to change the bank holding their Autopay Arrangement or for some other such reason which cancellation has been previously notified to the Club.) without the Member obtaining the approval of the General Committee pursuant to Bye-law 17.3 to substitute a Deposit Arrangement for an Autopay Arrangement, the Member's food and beverage privileges shall be suspended so soon as the Club discovers the Autopay Arrangement has been cancelled, and shall remain suspended until either:-
- (i) The Autopay Arrangement has been reinstated; or
  - (ii) The General Committee approves a Deposit Arrangement for that Member and the amount of the deposit approved by the General Committee has been received by the Club.
  - (iii) Suspended members are still required to pay the Monthly Subscription and Building Levy though are not liable for the minimum food and beverage charge.
- 17.5 In cases where a Member has a Deposit Arrangement with the Club in lieu of an Autopay Arrangement, each month the Club will apply the deposit against the Member's monthly bill then replenish the deposit from money received by the Member in payment of their monthly bill.
- 17.6 In the event that a Member who maintains a Deposit Arrangement in lieu of an Autopay Arrangement fails to pay any monthly bill by the 1st day of the month following the due payment date, the Member's food and beverage privileges shall be suspended until such time as the deposit is replenished by payment of any arrears. Suspended members are still required to pay the Monthly Subscription and Building Levy though are not liable for the Minimum food and beverage charge.
- 17.7 In the event that a Member's account remains in arrears for 30 days:
- a. the Member's full privileges shall be suspended, and
  - b. Member's name will be posted on the Club's notice board, and
  - c. the Member shall be required to appear before the General Committee pursuant to Article 12.6(a) to give an explanation and to either come to an arrangement satisfactory to the General Committee to settle the amount in arrears or to be asked to resign from the Club pursuant to Article 12.6(b).
18. Members are responsible for notifying the General Manager of any change of address pursuant to Article 12.5.
19. Except as a service to members on a marine facility the use of Club premises or facilities for any form of commercial activity by any person is a breach of the terms and conditions of the Club's title and is absolutely prohibited.
20. Personal equipment may only be stored in lockers provided. Charges for these lockers will be as decided from time to time by the General Committee.
21. Official entertainment rests solely with the Commodore, who may delegate authority to entertain in his absence. In general, entertainment should be restricted to beverages, meals and the gift of a complimentary burgee or Club tie.
22. Pets are not permitted in any food and beverage preparation or service area, the children's playground or the toilets and changing rooms, and in particular, without limitation, pets must not be washed or bathed in the showers provided for Members. Dogs must be kept on a leash and under proper control at all times while on the Club premises. Animals must not be allowed to create an annoyance or a danger to Members or their children and visitors. Dogs shall not be left unattended in any part of the Club's grounds, slipways, piers or pontoons, nor on any boat occupying a Swing Mooring, Pontoon, or Pontoon Berth.
23. Hire of the Clubhouse or other facilities by a Member is permitted subject to specific agreement with the General Manager or Food and Beverage Manager. The hirer does not have exclusive use of the Club facilities.
24. Only items for sale by Members may be advertised on the Club notice board, for a maximum period of three months. Advertisements should be handed in to the Club office. Members will be charged a standard fee.
25. On the first day of Lunar New Year the Clubhouse will be closed. There will be a limited service on the second and third day of the Lunar New Year. Boats stored in the boat racks may be kept on the pontoons with the consent of the Marine Manager over the Lunar New Year period.
26. Members are reminded of the desirability of insuring their craft comprehensively. It is a legal requirement that all craft using the Club facilities be covered by third party insurance at all times. All Craft are to be properly licensed with a current license at all times while on a Club Mooring, Hardstanding or Pontoon Berth. Members are required to carry third party legal liability insurance cover in respect of the duties and obligations of Members set out in Bye-law 28 below.
27. The Club is empowered to take all practicable steps to safeguard persons, Club property, and owners' property against natural and man-made hazards. Any expenses incurred may be recovered from any Member deemed to be the cause of any hazard at the discretion of the Committee.

28. The Club accepts no liability whatsoever for any loss, damage or injury which may be suffered by any Member, any guest of any Member or any other party or any property of any Member, guest or other party arising out of the use or operation of any of the facilities made available by the Club, including without limitation the Clubhouse and premises, ferry services, the use of the Club launch or other Club craft, slipway and work areas and equipment, sampans, the high pressure cleaner, the crane, winches, pontoons and all other facilities made available by the Club for Members. Any Member using any such facility shall indemnify and hold harmless the Club and the other Members from any claim for any such loss, damage or injury as may arise out of the use of the relevant facility by that Member and each Member of the Club by his acceptance of these Bye-Laws hereby waives any claim which such Member or his successors may have with respect to any injury, loss or damage which he or his property may suffer or have suffered as a result of using the relevant facility.
29. Mobile telephones or electronic pagers shall not be used in the Clubhouse. However mobile phones may be used discreetly on the balcony and in the Gardens Bar Area.
30. A member of a Hong Kong club having reciprocal rights with the Club and who fails to comply with these Bye-laws may have their right to use the Club facilities suspended or cancelled. Any representation on the part of the person concerned to the General Committee concerning the suspension or cancellation shall be made through their own club's General Committee or Officers.
31. CCTV is in operation in the Club area.
32. Members who the General Committee have deemed to be not in good standing shall be advised so by the Honorary General Secretary.
33. Cadet Members are not allowed to invite guests to the Club except for their immediate family members or guardians. Cadet members may purchase F&B items for themselves, or for immediate family members or guardians, only in the Garden Bar. If the Garden Bar is closed the balcony or restaurant may be used if space is available.
34. No member, guest of member or anyone on the Club premises shall at any time carry or store any form of weapon. A weapon shall be defined as a thing designed or used for inflicting harm to persons or creatures, or physical damage to objects. These shall include, but not be limited to clubs, hunting knives, guns, spear fishing equipment and any other propulsion devices for the purpose of hunting and/or killing persons or creatures and/or damaging objects.

## **SECTION 2 – MOORINGS, BERTHS AND HARDSTANDING**

**PREAMBLE.** The provision of marine facilities for the mooring, berthing and hard standing of sail and or motor craft is the single largest Club facility directed towards achieving the first objective of the Club, which is "To encourage boat and yacht sailing, motorboat cruising and activities connected therewith". Without such storage facilities ownership of craft by Members would be severely restricted.

As these facilities are limited, it is incumbent on the General Committee to ensure that they are properly and safely used and available for active sharing by as many Members as possible.

### **1. GENERAL**

- 1.1 Club Moorings, which includes Pontoon Berths, Swing Moorings and Hardstanding (including in the case of swing moorings, the sinkers, blocks, mooring chain and marker buoys or other such facilities making up the Mooring) are solely owned and managed by the Club and are allocated to members and transferred from one member to another member at the sole discretion of the Club.
- 1.2 Swing Moorings, Pontoon Berths and Hardstanding facilities shall be allocated taking into account the suitability of a craft to the Swing Mooring, Pontoon Berth or Hardstanding, in the case of a Swing Mooring account will be taken of the weight of the mooring blocks, the size of the chain fitted to the Swing Mooring, in the case of Pontoon Berths and Swing Moorings account will be taken of the overall length of the boat concerned and the draft and windage of the boat. In respect of the allocation of all Pontoon Berths and Swing Moorings, the design load of the mooring system shall be an absolute determinant. In no circumstances shall a Member be allocated a Pontoon Berth and Swing Mooring for a boat that would load the mooring system concerned beyond its capacity in any wind condition in any circumstances. Whether or not any boat shall load the mooring system beyond its capacity shall be in the absolute discretion of the Club. The Club shall also have a discretion to refuse to allocate a Pontoon Berth, Swing Mooring or Hardstanding to a member in circumstances where in the opinion of the Club the boat would not be suitable for other reasons, including but not limited to, the likely effect of the boat upon the comfort and convenience of members with boats on adjacent or nearby marine facilities.
- 1.3 Hardstanding space and space in boat racks shall be allocated by the Marine Manager according to the overall size, weight and hull design of the boat including its engine(s), cradle and/or trolley. No part of the boat, engine, trolley, or other equipment is to extend beyond the space allocated.
- 1.4 Swing Moorings, Pontoon Berths and Hardstanding are rented to Members under the condition that they must be used for the purpose intended, that is for the storage or mooring by Members of craft which are deemed appropriate in size to the space or mooring type being hired and which are owned or leased by the Member or by a Company which has by a resolution of its Board of Directors, a true copy of which has been provided to the Marine Manager, granting a right to the Member (or in cases where the express consent of the General Committee has previously been obtained, the Member's spouse) to



- the exclusive use of the craft. In the case of a company, the member so nominated must be a Member of the Board of Directors of the company owning the craft.
- 1.5 Charges for the use of all Club marine facilities shall be as set by the General Committee in accordance with Bye-Law 12 Section 1. These Club marine facility charges may, at the discretion of the Marine Manager, be waived during a member's absence or during any period when the Member is not using the facility, if the Swing Mooring, Pontoon Berth or Hardstanding is sublet by the Club.
  - 1.6 The Club accepts no liability whatsoever for damage sustained to or caused by craft moored to a Club Pontoon Berth, Swing Mooring or to a private mooring, irrespective of the cause or the prevailing weather or sea conditions.
  - 1.7 Members use the Hardstanding and boat rack subject to Bye-laws 11, 12, 26 and 28 of Section 1 of these Bye-laws. The Club accepts no responsibility for Members' boats, fittings or equipment.
  - 1.8 Members allocated a Hardstanding space shall only use a trolley that has been approved by the Marine Manager as suitable for the purpose. Trolleys shall be maintained in good working order such that the marine staff can move them at any time if required to do so to permit clearance of the Hardstanding area for the purpose of maintenance or any other purpose including but not limited to emergencies. If the Marine Manager considers that any trolley is not in good working order he may, in writing, request the Member to bring the trolley into good working order. If the Member fails to bring the trolley into good working order within one month (30 days) of the notice being sent, the Marine Manager may have executed any work he considers necessary to bring the trolley into good working order and the Member shall be liable to pay any costs, including labour costs of the Club's Marine Staff, which in the opinion of the Marine Manager it was necessary to incur to have such work done.
  - 1.9 It is a legal requirement that vessels afloat in Hong Kong are compliant with Hong Kong Marine Department Regulations. Any vessel using the Club's marine facilities shall have valid insurance, and shall be licensed if so required under HK Marine Department Regulations. Members are required to submit copies of valid license and insurance to the Club's Marine Office annually. Failure to produce valid documentation will be grounds for the termination of the Swing Mooring, Pontoon Berthing or Hardstanding Agreement.

## 2. APPLICATION FOR ALL MARINE FACILITIES

- 2.1 An application must be made to the Club on the appropriate form which is available from the Marine Office. Only Group Community, Senior Associate and Full Members may apply for a marine facility, except for dinghy slots.
- 2.2 No Member shall be allocated a Club Marine facility unless: -
  - a. the Member has provided to the Marine Manager a scaled, dimensioned drawings consisting of plan and elevation views showing the boat's overall length, draft, height above the waterline and the length and height above deck level of the superstructure (i.e. cabin top, bridge deck, flying bridge etc.) such that it is possible to calculate the boat's windage from such drawings; together with photographs of the boat where it is possible and practical to supply them, and;
  - b. the Member concerned is able to satisfy the Marine Manager and the Officers of the Club in their discretion that, subject to sub-Bye laws "c" and "d" of this Bye-law, the Member has no legal or beneficial interest in any other craft occupying a Club Swing Mooring and or Pontoon Berth or
  - c. if the Member has a legal or beneficial interest in another craft occupying a Club Swing Mooring or Pontoon Berth that it shall not be contrary to the interests of other Members or the Club that they should be allowed to occupy more than one Club Swing Mooring and or Pontoon Berth and
  - d. the Member has a satisfactory legal or beneficial title to the craft or has been granted an exclusive right to use the craft by a company. Satisfactory legal title to a craft shall be demonstrated by the production of the title documents, which should include the proof of sale and purchase or such other documents as the General Committee shall deem satisfactory for the purpose.
  - e. the craft is currently properly licensed in Hong Kong and is properly insured. Proof of proper license and insurance must be shown to the Club before the craft is placed on, moored to or berthed at a Club marine facility.
  - f. if the craft is owned by a Company and the Member is not the principal person named on the Hong Kong Marine Department Certificate of Ownership, that the Member has produced a true copy of a resolution of the Board of the Company which owns the craft certified by the company secretary authorizing the Member (or in cases where the express consent of the General Committee has previously been obtained, the Member's spouse) to have exclusive use of the craft. The Member so nominated must be a Member of the Board of Directors of the company owning the craft.
  - g. the Member has provided to the Club a power of attorney in a form specified by the Club which shall empower the Club at the discretion of the General Committee to sell or otherwise dispose of the Members craft in the event: -
    - i. the Member's account has been in arrears for a period of six months or such shorter time as may be provided for and the Member has not responded to notice sent under the hands of the Honorary General Secretary and the Commodore by registered mail to the Member's last known address within 30 days of the date such

registered letter is dispatched; and

- ii. by reason of the non-payment of the Member's account the Members Club membership has been terminated; or,
- iii. the Member's Club membership has been terminated for any other reason pursuant to the Articles.

### 3. ALLOCATION

- 3.1 Allocation of Swing Moorings, Pontoon Berths and Hardstanding will be made on a first come first served basis. Waiting lists will be maintained for each size and type of Club marine facility. Only active Members will be allowed to place their names on the waiting list. Absent Members names will be removed from all waiting lists.
- 3.2 Subject to Bye-law 8 of this Section and to comply with the requirements of Bye-laws 2.2 and 4.2 of this Section, when a Club marine facility, becomes available, it will be offered to the Member at the head of the relevant waiting list. The Member will be notified in writing that they have 14 days in which to take up the offer and a further 6 weeks to put an appropriately sized craft in the marine facility offered.
- 3.3 Failure either to take up the offered marine facility within 14 days or to put an appropriately sized boat in the marine facility offered within a further six weeks of the date of the offer may result in the offer being withdrawn without further notice **unless the Member can satisfy the Club that there is a reasonable explanation why the period to take up the marine facility should be extended. In the event that the offer is withdrawn, the marine facility shall be offered to the next Member on the relevant waiting list and the name of the Member who failed to put a boat on the offered marine facility will revert to the bottom of that waiting list.** Standard charges will be made from the date of the initial offer even if the offer is subsequently not taken up.
- 3.4 No Member shall occupy more than one Swing Mooring or Pontoon Berth plus one boat rack or Hardstanding space for a craft longer than 10 feet plus one space in each other Hardstanding category without the express consent of the General Committee. For the avoidance of doubt a Member having any legal or beneficial interest in a craft that occupies a Club Swing Mooring shall be deemed to occupy such mooring. Where a Member has not satisfied the Marine Manager or the Officers of the Club in terms of Bye-law 2.2 (b) of this Section any Swing Mooring in excess of those allowed by this Bye-law which has been hired to such Member shall be withdrawn and offered to the Member next on the relevant list.
- 3.5 It shall be the obligation of each Member who rents a Swing Mooring, Pontoon Berth or Hardstanding annually to produce the originals of the current Hong Kong Marine Department Certificate of Ownership and Certificate of Insurance for the craft to the Marine Manager or his delegate within one month of it being issued. Craft which do not display a current license certificate and those for which the originals of the current Certificate of Ownership and Certificate of Insurance have not been produced to the Marine Manager will be deemed to be derelict and the Club shall be entitled to take such action as is outlined in Bye-law 11 of this section. Members who are in breach of this clause shall be fined a penalty of HK\$ 1,500 per month until the up to date documents are received by the HHYC Marine Office.

Members should note that the Club is obliged to inform the HK Marine Department of any boat on a Club facility that is not correctly licensed or insured.

- 3.6 Where there are waiting lists for Club Swing Moorings, Pontoon Berths and Hardstanding, a Member who owns a boat in partnership shall not be leased a Club Swing Mooring, Pontoon Berth or Hardstanding where one or more of his partners in the boat have been an "Absent Member" in the six months prior to the date on which a Club marine facility becomes available.

### 4. TENURE OF HIRE

- 4.1 Club Swing Moorings, Pontoon Berths and Hardstanding are hired on a month to month basis, terminable on either side by one month's notice in writing, or terminable by the Club without notice in the event a Member is found by the General Committee to be in breach of the Articles, these Bye-laws, the terms and conditions of the Boat Storage Contract or Swing Mooring, Pontoon Berth or Hardstanding Hire Agreement between the Club and the Member referred to in Bye-law 4.2, or any other rule of the Club relating thereto.
- 4.2 Every Member wishing to hire or hiring a Club marine facility will be required to enter into a written Swing Mooring, Pontoon Berth or Hardstanding boat storage contract with the Club regulating its use, such agreement may include such conditions as the Club in its absolute discretion may require.
- 4.3 Members are not granted any permanent rights to the hire of specific Swing Moorings, Pontoon Berths or Hardstanding and must accept reallocation if appropriate.
- 4.4 The Club will terminate a hiring agreement only after a specific decision by the General Committee or a Sub- Committee delegated with that responsibility.
- 4.5 The sub-letting of any Club marine facility by a Member is expressly prohibited. Members found to be in breach of this Bye-law could at the discretion of the General Committee have the hiring rights to that marine facility withdrawn.
- 4.6 Members are required to maintain their vessels in a seaworthy condition. The Marine Manager may contact owners of

vessels that are suspected of being unseaworthy and request them to make necessary repairs to restore the vessel to a seaworthy state. Members may be required to produce a current survey document to satisfy the Club that the vessel is indeed seaworthy. Failure to restore the vessel to a seaworthy condition within an agreed period could result in the termination of the Hire Agreement for the related marine facility as provided for under the terms of that Agreement.

4.7 Members are expressly prohibited from using the Club marine facilities for reward or hire of their craft.

## 5. CRAFT OWNED IN PARTNERSHIP

5.1 At the discretion of the General Committee and subject to the Member satisfying Clause 2.2, where any craft kept on a Club Swing Mooring, Pontoon Berth or Hardstanding is owned in partnership, each partner must be a Member or one partner must be a Member and the other(s) must have an application for Membership lodged with the Club. A Full Member, a Senior Associate Member, or in the case of dinghy slots and Associate Member must be nominated as the sole hirer of the Club marine facility.

## 6. IDENTIFICATION

6.1 All craft on Club Swing Moorings, Pontoon Berths and Hardstanding shall be marked in such a way as to be uniquely identifiable by Club staff. A Hong Kong registration number marked in accordance with the relevant Government regulation will be deemed to meet this requirement. All tenders using the Club pontoons must be registered with the Club and bear an appropriate Club registration plaque.

6.2 All markings must be weatherproof and should be so positioned that they are not obscured by any cover that may be fitted to the boat.

6.3 All vessels owned by Members that intend to use any Club marine facility must have an up to date HHYC Boat License label or disk which must be prominently displayed on either side of the craft.

6.4 Boat License labels or disks are available from the HHYC Marine Office and are valid for the period that the craft is licensed and insured.

## 7. CHANGE OF CRAFT

7.1 Any Member that wishes to replace his/her existing craft on a Club marine facility must obtain approval in writing from the Club BEFORE the replacement craft is placed on that facility. Members are allowed to change their craft only if his/her existing craft has remained on the same facility for a period of not less than one (1) year.

## 8. SALE OF CRAFT

8.1 The Club shall have no obligation whatsoever to transfer any Club marine facility from one Member to another Member upon the sale of a boat that occupies either a Club Swing Mooring, Pontoon Berth or Hardstanding.

8.2 Sale of the whole interest in a craft to a Club Member:  
The Club is to be notified in writing within seven days of a change of ownership. If the vendor does not wish to retain the marine facility for another craft then, SUBJECT ALWAYS TO BYE-LAW 8.1, the new owner may be allocated the marine facility, in question, subject to the relevant Bye-laws being satisfied.

8.3 Sale of a Part Share to a non-member:  
When any non-member acquires a share in a Member's craft, the Member shall notify the Club in writing within seven days and submit, within two weeks of the sale, an application for Club Membership duly proposed and seconded in respect of the new part owner. Until elected or otherwise, the non-member will only be entitled to the privileges of a guest as stated in these Bye-laws.

8.4 Sale of the entire interest in a boat to a non-member:  
Members selling any craft on a Club Swing Mooring, Pontoon Berth or Hardstanding are responsible for notifying the Club within seven days of the sale and ensuring that the craft is removed from the marine facility within two weeks of the transfer of ownership. If the craft is not removed within the two week period the General Committee may take whatever action it considers necessary and any expenses so incurred will be charged to the Member(s) concerned.

8.5 Subject to Bye-law 10.2 of this Section, no Club marine facility, will be allocated to a non-member, whether on the membership waiting list or otherwise, provided that where there is a vacated Club marine facility and no member has accepted an offer to have the facility allocated to them, the Club Operations Committee may approve the temporary letting of such facilities to a non-member for a short term hire (not to exceed three months without further specific approval of the Club Operations Committee) at a rate that is the same percentage margin above Members Rates as the Club charges non-members for the use of its other marine facilities.

8.6 Subject to Bye-laws 8.1, 8.2, 8.4, 9.1 and 10.2, and to the purchaser otherwise satisfying the requirements for being granted

membership by the Club, where a Member has sold a boat and the purchaser wishes to occupy the marine facility, which was occupied by the vendor the following shall apply:

- (a) if the purchaser is a non-member and the boat remains on the Club marine facility, then vis-à-vis the Club, the Member vendor shall remain responsible for all charges and responsibilities of the owner with respect to the boat as though it remained in their ownership including the responsibility for removing the boat from the Club's premises in the event the purchaser's application to join the Club is rejected, the non-member purchaser shall apply for Membership within 14 days of the date of purchase. If the Purchaser is an Absent Member they shall reactivate their Membership within 14 days from the date of purchase; and
  - (b) the non-member purchaser shall if called upon to do so satisfy the General Committee that the purchase price for the boat contains no element of a price paid to obtain the Club marine facility to circumvent the waiting list for that marine facility; and
  - (c) the purchaser shall not be permitted to place another craft on that same Club marine facility for a period of 24 months from the date of the purchase of the craft currently on the facility without first having satisfied the General Committee that the original transaction was not made with the intention of securing a Club marine facility for the replacement craft and by so doing circumventing the relevant waiting list.
  - (d) in exceptional cases with extenuating circumstances—as determined by the General Committee—if the General Committee approves such a request of the purchaser to place another craft on the same Club marine facility within 24 months of an approved Grandfather right transfer, the purchaser shall pay to the Club a transfer fee equivalent to 10 months of the facility fee.
- 8.7 Where the purchaser of a Member's boat is not a member of the Club, and their application for membership is rejected by the Club, for any reason, the Member who sold them the boat shall be responsible for removing the boat from the Club's marine facility in accordance with By-law 8.4, provided that the period allowed for removal of the boat from the Club shall be extended to expire two weeks following the date the non-member purchaser has been informed that his application for membership of the Club has been rejected.
- 8.8 Grandfather rights rules apply to existing marine facilities as follows:
- (a) facilities transfer rights would be extended to all Members holding a marine facility agreement with the Club, subject to them currently having held any craft (with a valid operating licence and valid insurance at all times) at that type of facility for a period of not less than five (5) years, and that they have held their existing craft (with a valid operating licence and valid insurance at all times) at that type of facility for a period of not less than two (2) years;
  - (b) facilities transfer rights would be extended to all Full Members holding a marine facility agreement with the Club, subject to them currently having held any craft (with a valid operating licence and valid insurance at all times) at that type of facility for a minimum period of not less than three (3) years, and that they have held their existing craft (with a valid operating licence and valid insurance at all times) at that type of facility for a minimum period of not less than two (2) years;
  - (c) facilities transfer rights could be extended, subject to voting by the Operations Committee, to Members whom warranted special consideration due to circumstances of bereavement or relocation affecting spouses and other boating partnerships recognized by the Club;
  - (d) the vendor of the craft shall not be permitted to acquire a Club marine facility of the same type within 24 months of an approved Grandfather right transfer;
  - (e) when an existing facility becomes free, the priority for allocation will continue to be governed by the waiting list.

## 9. USE OF CLUB SWING MOORINGS, PONTOON BERTHS AND HARDSTANDING SPACES

- 9.1 Club marine facilities are allocated to specific Club Members for their sole use subject to Bye-laws 5, 8 & 10 of this section.
- 9.2 All boats occupying a Club pontoon berth shall be fitted with functioning holding tanks for sewerage. The Club shall provide a "pump-out" service via a specially fitted out "pump-out" craft. It shall be the responsibility of Members to ensure that their craft's holding tanks are fitted with a deck fitting compatible with that fitted to the Club's Pump-out craft.
- 9.3 The Club has Swing Moorings and Pontoon Berths available for the use of local and overseas visiting yachts. These Swing Moorings and Pontoon Berths may, at the discretion of the Marine Manager, if not being used by a visitor, be leased for use by Club Members. The Member shall vacate the Moorings or Pontoon Berths at one weeks notice should the Club require the use of these particular marine facilities. Members will be allowed a three month temporary period for the usage of these marine facilities in any one calendar year except with the express permission of the Club Operations Committee. Members will be required to sign a Temporary Berthing Agreement for this period.

## 10. UNUSED SWING MOORINGS, PONTOON BERTHS AND HARD STANDING SPACES

- 10.1 Any Swing Mooring, Pontoon Berths or Hardstanding space, allocated to a Member that remains vacant at any time for more than two months may be allocated to the next Member on the relevant waiting list unless extenuating circumstances can be shown, albeit in accordance with Bye-laws 4.1 and 4.4 of this Section.
- 10.2 If a Club marine facility is to be vacant for one week or longer the Member to whom it is allocated must notify the Marine Manager who at his sole discretion may temporarily allocate such vacant marine facilities to any other Member or to a member of a club with reciprocal rights, or subject to Bye-law 8.4, to a non-member who is not a member of a club with reciprocal rights. The temporary occupant will pay such charges as may apply from time to time to Members, or to members of clubs with reciprocal rights or to non-members who are not members of clubs with reciprocal rights as the case may be. If the Club marine facility is connected to any utility the relevant meter will be read and the utility charges will be billed to the temporary occupant.

## 11. DERELICT CRAFT

- 11.1 (a) Where a craft has been left upon a Club Swing Mooring, Pontoon Berth or Hardstanding space and has not been used for a period of time in excess of three (3) months the Club may give the Member to whom the marine facility is allocated a notice requiring the Member to explain why the craft has not been so used. The Member shall be required to reply within 14 days of such notice.
- (b) If the Member concerned is unable to satisfy the Operations Committee that there is either good reason the craft is not being used, or that there is a real likelihood of them making greater active use of the craft in the foreseeable future, until such time that craft is used, the Club shall be entitled to levy an additional surcharge on the monthly fee charged for the facility in the following amounts:
- (i) 25%, 50% and 75% of the monthly fee for the fourth, fifth and sixth months respectively that the craft is not used;
- (ii) 100% of the monthly fee for all subsequent months that the craft is not used.
- (c) If the Member concerned continues not to use the craft for a period of six (6) months, the Club Operations Committee may recommend to the General Committee that the Member's right to occupy the marine facility be removed and be allocated to another Member on the relevant marine facilities waiting list. In such case the Member shall be given 30 days notice in which to remove their boat from the marine facility, failing which the craft may be removed or disposed of by the Club pursuant to Bye-laws 11.2 below.
- 11.2 Any craft on a Club Swing Mooring, Pontoon Berth or Hardstanding space that in the opinion of the General Committee has been left for an undue period of time in a state of disrepair or without proper maintenance or is otherwise not seaworthy may be removed or disposed of by the Club at the expense of the Member to whom the Mooring is allocated. The General Committee will only make such decisions after the owner has been given 60 days warning of the Club's intention to sell or otherwise dispose of the craft. Such notice shall be given by registered post to the last known address of the Member.
- 11.3 Whenever the Marine Manager, the General Manager, or an Officer of the Club deems it practicable, the Club will attempt to pump out a Member's boat that is flooded and on a Club Swing Mooring or Pontoon Berth. The charge, payable by the Member, shall be set from time to time by the General Committee. If, after having been informed by the Club, the Member does not take adequate steps to prevent recurrent flooding, the Club may discontinue the pumping service.

## 12. SECURING CRAFT TO SWING MOORINGS, PONTOON BERTHS AND HARD-STANDING

- 12.1 Members are responsible for securing their craft to their Swing Moorings. Two nylon rope bridles, for which the Member is charged, may be provided with each mooring and these must be secured to a strong point on the boat capable of withstanding typhoon strength winds and sudden shock loads. Members should inspect and prepare their craft in the event of any typhoon signal, storm, strong monsoon, or heavy rain warning. Craft are strictly the owner's responsibility. A mooring bridle may be replaced by the Club and the cost of such replacement shall be charged to the Member if, in the opinion of the Marine Manager, the existing mooring bridle is worn or damaged to the extent that there is risk of breakage and subsequent damage to other craft.
- 12.2 Members are responsible for the maintenance and/or replacement of the mooring bridles and the attaching shackle. New bridles and shackles can be ordered through the Marine Manager or at the HHYC Marine Office.
- 12.3 Members are responsible for ensuring the security of their craft in the Boat Racks and Hardstanding, particularly when Strong Monsoon or Typhoon signals are, likely to be, raised. The Club will supply holding down straps and Marine Staff will fit them to craft in the Boat Racks and Hardstanding area when Typhoon Signal Number Three is raised. This action by the Club does not absolve Members from their responsibility to ensure that their craft and all loose fitting personal items are secured before the onset of bad weather.

The Club is under no duty or obligation to provide mooring bridles to a Member, or to inspect or replace mooring bridles on a Member's craft. If the Club provides a mooring bridle to a Member, the Club does not make any representation or warranty of fitness for purpose or otherwise in relation to that mooring bridle. A Member to whom the Club supplies a mooring bridle shall have no claim or right of action of any nature including consequential loss and whether for negligence, breach of contract or otherwise and howsoever caused or arising (including damage or loss to their craft) against the Club, or any employee of the Club, which arises by reason of a mooring bridle securing their craft failing in

any way or their craft failing to be secured to their Swing Mooring (**Cause**). Each Member will indemnify the Club and its employees against all actions, claims and demands (including legal costs and expenses) on a full indemnity basis that may be made against the Club or its employees arising out of or in any way related to a Cause, howsoever the same may have arisen.

12.4 Members shall have the sole responsibility to provide covers for their boats, and to fit or remove those covers whenever their boat is removed from or placed back into the boat rack. Where no cover is provided it shall be the sole responsibility of the Member to ensure that bilge drains are left open such that rain water does not gather in the boat such that it could overload the boat rack or create a mosquito breeding area.

12.5 Tenders moored in the inner basin should either have their outboard engine propeller in the water or covered when tilted so as not to damage other craft moored alongside.

### 13 REPORTING MOORING DEFECTS

13.1 It is in the Members' own interest that they periodically inspect their Moorings and report any defects to the Marine Manager and or the General Manager.

### 14 HARDSTAND PARKING AND BOAT RACKING (Vessels, Trolleys and Cradles)

14.1 No Member shall obstruct the access to, or area of, another Member's boat rack or Hardstanding space.

14.2 No craft, trolley, cradle or other devices for moving craft in or out of the water or in and out of a boat racking space shall be placed in any area of the Hardstanding, Boat Racking or Slipways not specifically so allocated.

14.3 Craft shall not remain at a slipway or on the Hardstanding to be worked upon or washed, unless they are positioned in a designated area. Members and their employees, contractors or agents shall not work upon their boat while the boat is in the boat rack space.

14.4 Unless authorized by the parking jockey, Marine Manager or General Manager, no vehicles, trolleys, fittings or any other equipment in the Hardstanding area may be positioned outside the allocated spaces.

14.5 No Member shall leave litter, glasses, crockery, cutlery or other items on the boat racks, boat repair yard or in the Hardstanding area, or in the adjacent washing or work areas that also includes the children's playground and Sail Training Center location and slipway. Glasses, crockery and cutlery must not be misused and must be returned by the Member to the Restaurant or Garden Bar.

14.6 Craft left on a trolley on the Hardstanding area must be left in a condition such that the Club Marine Staff can, from time to time, move the craft on its trolley, without using specialist equipment or having specialist knowledge, to another location on the Hardstanding to permit maintenance and other activities as required by the Club to or on the Hardstanding. Where any craft must be moved the Club Marine Staff shall use all reasonable care, however the Club shall not be liable for any loss or damage to the craft in the event the Club Marine Staff need to perform some operation or make some change to the configuration of the boat on its trolley in order to be able to move it.

### 15 MOSQUITOES

15.1 Hong Kong Government Ordinances makes it an offense to permit standing water that encourages the breeding of mosquitoes. The Club does not accept responsibility for any action against a Member under such legislation and Members are to ensure that craft and covers are kept free of stagnant rainwater. Members who fail to do so will be charged a pump out fee depending on the size of the craft and there may be disciplinary action by the General Committee.

### 16 SPEED LIMIT

16.1 Members shall navigate with caution within the defined Club mooring areas and shall proceed at a speed that makes minimum wake and in any event shall not exceed 5 knots. Members who do not comply with this rule will be reported to the Club Operations Committee. If the Member continues to speed in the mooring areas the Club Operations Committee may recommend to the General Committee that the members craft be refused use of the Club marine facilities, including but not limited to the removal of the Members right to a Swing Mooring, Pontoon Berth or Hardstanding space.

### SECTION 3 - BOATYARD MAINTENANCE AREA

PRE AMBLE. In order to facilitate the use and maintenance of all kinds of boats, the Club has constructed and endeavors to maintain suitable facilities. These include a slipway, winches, cranes, forklifts and designated work areas. Members are advised that not all of these facilities can be used at all states of the tide and consultation with the appropriate tide tables is recommended before their use.

#### 1. BOOKINGS

##### 1.1. USE BY MEMBERS

Bookings shall be made with the HHYC Marine Office.

Bookings are on a first come first served basis, although the Marine Manager shall have the authority to rearrange the bookings if a vessel that is constrained by tidal considerations is denied access to the facility due to a booking for a vessel which has no such constraint. Notice of such rearrangement shall be given to all parties concerned within a reasonable time before the earliest affected date.

##### 1.2. USE BY NON-MEMBERS

A craft owned by a non-member may use the facilities provided that the craft is registered with another yacht club in Hong Kong, or is a visiting boat from overseas and the skipper or the registered owner signs a document indemnifying the Club against any claims arising out of the use of the facilities. Evidence of both membership, and ownership or other credentials must be provided to the Marine Manager for inspection prior to any booking being confirmed.

The fee for any service will be higher than that charged to Members and will be determined in accordance with Bye-law 12 of Section 1.

Any Member's craft shall have priority over a non-member's craft for any booking.

##### 1.3. NO SHOW FOR BOOKED FACILITIES

Marine facilities booked by both members and non-members are non refundable in the case of the member or non-member being responsible for the non use of the facility.

#### 2. DURATION OF OCCUPANCY

##### 2.1. The maximum duration of occupancy shall be as follows:

Boatyard work area - 14 days unless by prior arrangement with the Marine Manager.

##### 2.2. A craft is deemed to have occupied a facility for one day if it has occupied that facility for any part of the 24 hours period starting at 0600 hours.

#### 3. SUITABILITY

##### 3.1. The Marine Manager shall refuse the use of any of the Club's equipment (including the crane, boat transporter, cradles etc.) if in his view it is not suitable for the proposed job. A Member shall notify the Marine Manager whenever his craft is to be removed from the water for the first time, of the weight, length, breadth and underwater hull shape of the craft.

#### 4. OPERATION OF EQUIPMENT

##### 4.1. Only HHYC Marine Staff shall be permitted to remove and replace boats from and to the boat racking.

##### 4.2. HHYC Marine Staff shall remove a Member's boat from the boat rack and depending upon the Member's instruction shall either launch the boat and tie it up to the pontoon until the Member arrives, put it onto a universal trailer to permit the Member to launch the boat himself, or put the boat upon a cradle or trolley to permit the Member to work on his boat. Members using the boat launching service must provide painters attached to the bow and stern of their boats to enable them to be tied to the pontoon.

##### 4.3. HHYC Marine Staff shall not remove covers from a Member's boat before launching the boat. Any Member who leaves their boat with the bilge drains open shall leave a sign on their boat in English and Chinese to guard against it being launched with the bilge drains open.

##### 4.4. Members are required to notify the Marine Office by telephone at least one hour before requiring their boat launched. The operating hours of the Marine Office are 0900 to 1800 daily. Where no advance telephone booking has been made boats will be removed from the boat rack and deployed as indicated by the owner on a first come first served basis. Members will be charged the fee prevailing from time to time for this service.

##### 4.5. Boats will be recovered and returned to the boat rack on first come first served basis. If Members wish for their boats to be left on a cradle or trolley to wash it or work on it they must notify the Marine Staff before it is returned to the boat rack. If the Member fails to do so, they may be charged twice for the removal and replacement of their boat. Members will be charged the fee prevailing from time to time for this service.

4.6. The operation of the forklift and of the crane shall be by suitably authorized HHYC Marine Staff only.

4.7. Winches associated with the launching and recovery of craft kept in boat racks and on the Hardstanding can be operated by Club Members at their own risk. This specifically excludes their operation by children or visitors. HHYC Marine Staff will be available to operate these winches at all times during the Club's normal operating hours.

## 5. USE OF EQUIPMENT

5.1. Members using the winches, capstans and equipment and all other Club facilities do so entirely at their own risk. The Club will not be liable for any damage or injury howsoever caused. See Bye-law 28 Section 1.

## 6. SUPPORTS

6.1. Subject to Bye-law 4.7 only the Club's Marine Staff shall be allowed to operate the Club's equipment for the lifting of boats. The Marine Manager, Assistant Marine Operations Manager, or Marine Operations Supervisor shall be entitled to give directions to Members or to require a Member to take any measure, which the deem necessary to safely secure boats on the hardstand. The Club shall provide all equipment necessary to lift boats out of the water, including but not limited to the crane, fork lift or other mechanical device for lifting boats, slips, slings, props, wedges, straps, stands and cradles. Members shall provide all necessary ropes required to secure a boat whilst being or lifted. Members shall be obliged to sign a waiver of liability in a form prescribed by the General Committee before any lifting operation can be carried out.

6.2. Notwithstanding Bye-law 6.1 of this section 3, Members shall not be required to be present or to assist the Marine Staff in launching or recovering boats from the boat racks. Marine Staff shall not be responsible for washing or cleaning boats before they are replaced in the boat rack, and they shall not be responsible for fitting covers to boats, for opening bilge drains or posting warning notices that bilge drains are open before a boat is replaced in the boat rack or Hardstanding.

## 7. UNSEAWORTHY CRAFT

7.1. During the Typhoon season (May to October inclusive) craft normally moored or berthed are not to be rendered unseaworthy whilst out of the water for overnight periods or for any period if Typhoon signal No.1 or higher is hoisted, without the consent of the Marine Manager or the General Manager.

## 8. TYPHOON SIGNAL NO. 3

8.1. Upon the hoisting of Typhoon signal No. 3, appropriate facilities shall be made available (tides and weather conditions permitting) to allow the Club's sampans or pontoons to be taken out of the water. The Marine Manager and the General Manager shall have sole discretion to decide which facilities are required at the time.

## 9. EMERGENCIES

9.1. The Marine Manager and General Manager reserves the absolute right to move a Member's craft from the boat racks in case of an emergency. The Club will make all reasonable efforts to ensure that the Member's craft can be refloated without damage.

## 10. CHARGES

10.1. There is a scale of daily charges for each facility.

## 11. OVERSTAYING OCCUPANCY

11.1. Members must inform the Marine Manager if they have problems which will result in their craft not being able to be launched on the date booked for the craft to be returned to the water, as soon as possible, but no less than 24 hours from the launch date. Failure to do so may result in the craft being launched before work is completed on the craft.

## 12. HAULING OUT/ LAUNCHING OUTSIDE NORMAL HOURS

12.1. Hauling Out/Launching Outside Normal Hours in this context means outside of the HHYC Marine Department's normal operating hours. A Member requiring this service must give two (2) days' notice to the Marine Manager. The Member concerned will be charged the staff overtime rates from either the end of the Marine Department's normal operating hours until the exercise is complete or from the start of the exercise until the start of the Marine Department's normal operating hours. The Marine Department's normal operating hours are displayed on the Club's notice boards; provided that the Club will not remove or replace boats from or to the boat racks outside of the Marine Department's normal operating hours.

## 13. DAMAGE TO OR LOSS OF CLUB EQUIPMENT

13.1. Damage to or loss of Club property, equipment or tools however caused must be reported either to the Marine Manager or the General Manager in order that replacement or repairs may be expedited. Reporting the damage or loss to the Club does not



release Members from their statutory duty to report damage caused to any vessel to the Marine Department. Members who do not return the Club's equipment or tools in good order and repair after they have been borrowed from the Club shall be charged either for their replacement or repair.

#### 14. WORKSHOP/ ENGINE STORE/ LOCKERS

- 14.1. Any Member using the workshop facilities provided by the Club does so entirely at his own risk.
- 14.2. Members are responsible for leaving the workshop in a clean and tidy condition after use and must use the equipment provided in accordance with the displayed notices. The workshop is not to be used as a storage area.
- 14.3. Under no circumstances are children permitted in the workshop.
- 14.4. Any engines or equipment left in the engine store must be identified with the owner's account number or full name. Unidentified items may be disposed of by the Club without recourse to the owner.
- 14.5. All items stored or left on Club premises are entirely at the owner's risk with no responsibility by the Club or its employees.
- 14.6. Members shall not store toxic, volatile, corrosive or flammable liquids or gases including without limitation, acids of any description, petrol, diesel, paraffin, paint of any description, paint thinners, paint remover, solvents of any description, butane, propane or LPG in the Members sail lockers or elsewhere on the Club's premises other than, in the case of boat fuel, in properly constructed fuel containers located either in or on their craft, or in a designated fuel storage area, and in all other cases in a designated storage area or in the paint locker provided for members' use. Items left in the paint locker shall be clearly marked with the owner's membership number and the date they were placed in the paint locker.
- 14.7. The Club has battery-charging facilities that are provided by the HHYC Marine Department. Members wishing to have their batteries charged should contact the Marine Office or a member of the Marine Staff for assistance. The Member will be debited with the appropriate charge on the POS system..
- 14.8. LPG, Butane, Propane and other inflammable gas storage vessels/cylinders ("gas cylinders") may only be left in the area designated for the storage of gas cylinders from time to time. Gas cylinders left in the designated storage area shall be marked in paint or permanent marking pen with the owner's membership number. Members shall not leave gas cylinders unattended in any part of the Club's premises, whether or not they contain any gas or whether they are intended for disposal. If the Club's staff find a gas cylinder left unattended anywhere on the Club's premises they shall remove it to the designated storage area. If Members wish to dispose of gas cylinders they should leave them in the designated storage area marked with paint or permanent marker pen as being for disposal together with their membership number.

#### 15. EQUIPMENT HIRE

PREAMBLE. The Club owns several items of equipment that members can hire on a first come first served basis.

- 15.1. A Member wishing to hire any equipment shall pay the appropriate deposit and fee, by POS, and may then obtain the equipment from the HHYC Marine Office.
- 15.2. The Member shall take all reasonable precautions to avoid causing a nuisance, damage or injury to other Members, their property, visitors, and staff of the Club or its property.
- 15.3. The Marine Manager and or HHYC Marine Staff will give instructions as appropriate regarding the use of any such equipment.

#### 16. MARINE OPERATIONS LOCKER CONTAINER

- 16.1. This container is for the sole use of HHYC Marine Staff for storing Club equipment. Members are not under any circumstances to use it for storage of personal equipment.

### SECTION 4 - PONTOONS AND SAMPANS

PREAMBLE. The Club has pontoon facilities in both the Marina and Inner Harbour locations and a sampan service available for Members' use.

#### 1. GENERAL

The pontoons shall only be used by Members as described in Bye-law 2 below.

- 1.1 Except as specifically provided for in these Bye-laws the pontoons must not be used for overnight parking or casual mooring of craft. They are intended for active use involving maintenance, repairs and for taking on/off crew and/or stores. When such activity is complete and/or the time limits specified below have elapsed (whichever occurs first) the craft must depart from the pontoon.

- 1.2 Embarkation and disembarkation of passengers and crew is limited to fifteen minutes, irrespective of which pontoon section is used. Members are responsible for ensuring that their boat-boys do not infringe this Bye-law, and that while waiting for the Member the craft stands off or remains on its mooring.

## 2. USAGE

### **YELLOW SECTOR**

RESTRICTED TO CLUB USE ONLY.

### **GREEN SECTOR**

Limited to 24 hours only, unless prior approval has been obtained from the Marina Operations Management or Marine Manager.

On weekends the number of overnight stays on Saturday nights and nights before Public Holidays shall not exceed two in any calendar month. Also there shall not be more than two such consecutive overnight stays in any two consecutive month periods, unless at the express permission of the Marine Manager or General Manager. A fine of HK\$500.00 will be imposed for any infringement.

### **RED AND WHITE SECTOR**

SPEEDBOATS AND VESSELS KEPT ON THE HARDSTANDING ONLY.

No overnight parking except with the permission of the Marine Manager or General Manager. A fine of HK\$500 will be imposed for any infringement.

### **BLUE AND WHITE SECTOR**

TENDERS ONLY

Tender Pontoon is strictly for tenders of 3.1 meters/10 feet or less, with an engine of no more than 3kw/4 HP, displaying a current Club Tender Label.

Tenders that do not have proper credentials will be removed by HHYC Marine Staff and the Member will be charged.

Tenders alongside overnight will be charged a fee of HK\$ 10 unless permission from the Marine Manager or General Manager is obtained in advance.

### **BLUE SECTOR**

Saturday, Sunday and Public Holiday. Casual mooring for 2 hours only, for taking on provisions, water, embarking and disembarking of passengers. A penalty of HK\$500 will be charged for any infringement of 24 hours or part thereof.

Monday to Friday Midnight. Limited to 24 hours only, unless prior approval has been obtained from the Marine Manager or General Manager. A penalty of HK\$500 will be charged for any infringement of 24 hours or part thereof.

### **WHITE SECTOR**

Berthing of vessels of 6 meters or less with valid HHYC boat sticker.

Vessels that do not have proper credentials will be removed by HHYC Marine Staff and the Member will be charged. Vessels alongside at 0500 will be charged a fee of HK\$ 20 unless permission from the Marine Manager or General Manager is obtained in advance.

## 3. INFRINGEMENT

- 3.1 The General Manager or Marine Manager may instruct the Club's Marine Staff to return any Member's Craft infringing Bye-law 2 above to its Swing Mooring, Hardstanding or boat rack space with no liability to the Club, and the Member will be charged the appropriate fee.
- 3.2 Members whose craft infringes upon Bye-law 2 shall in addition to any charge levied in accordance with Bye-law 3.1 for the return of a boat to its Swing Mooring, Hardstanding or Boat Rack space may be liable to pay a penalty at the rate specified in the Club's list of Marine Service Charges, as that list may be amended from time to time.

## 4. EMERGENCIES

- 4.1 In case of emergencies, the Marine Manager or the General Manager has the absolute right to have the pontoons cleared of craft, with or without the owners' consent.

## 5. SPECIAL EVENTS

- 5.1 The General Committee has the authority to reserve all or part of the pontoons for special events. Warning of such will be given in the Club newsletter or on the Club notice board and at both the Marine and General Office.

## 6. SECURITY AND SAFETY

- 6.1 While the Club will endeavor to maintain all Club and Marine facilities this include the pontoon(s) in good order, Members and their guests using them do so at their own risk.

## 7. SAMPAN SERVICE

- 7.1 The hours of operation of the sampans from time to time shall be posted on the Club's notice boards: - The following special conditions apply:

Typhoon Signal No. 1	Normal Hours
Typhoon Signal No. 3	Sampan service at discretion of Marine Manager or the General Manager
Higher Typhoon Signals	Absolutely no sampan service

- 7.2 HHYC Sampans only operate within the Pak Sha Wan Swing Mooring Area, except as per 7.3, and to Royal Hong Kong Yacht Club Shelter Cove on race days or in cases of emergencies or as agreed by the Marine Manager or the General Manager.

- 7.3 Sampans are not allowed to service the area South East of a line drawn South East from the end of the Pak Sha Wan Public Pier.

## 8. BOAT LAUNCHING AND RECOVERY SERVICE

- 8.1 The Club will launch and recover or remove and replace Members Boats from the Boat Racks during the hours of:-

Weekdays	0900 - 1730
Saturdays, Sundays and Public Holidays	0830 - 1830

Any temporary adjustments to the above hours will be displayed at the Marine Manager's Office. The following special conditions apply:

Typhoon Signal No. 1	Normal Service and Hours
Typhoon Signal No. 3	Boat Recovery and Replacement in Boat Racks only
Higher Typhoon Signals	Absolutely No Services

## SECTION 5 - CLUB LAUNCH DINGHIES AND KEEL BOATS

### 1. CLUB LAUNCH

- 1.1 The Club motor launch is primarily for use as a Committee boat for Club races and other Club activities. It is also available for hire by Club Members when not required for Club use. Application for private use should be made through the general office. The Club motor launch and its tender shall only be operated by members of the Club's marine staff.
- 1.2 While every attempt will be made to ensure that the Club launch is available when hired, in case of an emergency the Club has priority over any bookings that may have been made. Absolute discretion in this regard is vested in the General Manager, the Marine Manager and or any Flag Officer of the Club.
- 1.3 Rules for hiring the Club launch are published on the Club notice boards and Website and are available for inspection in the Marine Office. The rules for hiring include manning requirements and area of operation limitations. Charges will be set from time to time by the General Committee.
- 1.4 In the interests of safety, users of the Club launch must report all deficiencies in the defect log provided. Loss or damage caused by fair wear and tear is not chargeable. Loss of or damage to the Club launch, which is assessed by the General Committee as being caused by negligence, carelessness or improper handling, will be charged to the Member's account.
- 1.5 Members hiring the Club launch are responsible for the conduct of their party.

- 1.6 When the No. 3 Storm Signal is hoisted, the Club launch must not be removed from the Club mooring. If the Club launch is in use when the No. 3 Storm Signal is hoisted, it must be returned to the Club mooring or if conditions dictate, to a Government typhoon shelter.

## 2. CLUB DINGHIES AND KEEL BOATS

PREAMBLE. The Club operates a Sail Training Center (STC) providing adult and junior sailing courses for both dinghies and keel boats. The Sail Training Center manages a fleet of Club dinghies and keel boats for Members' use.

- 2.1 Rules and guidelines for use of Club dinghies and keel boats are available for inspection in the STC office but are also published on the Club Website and Notice Boards. Members wanting to hire Club dinghies or keel boats and youth sailors or Member's children wanting to hire Club dinghies must be on the Club's "Approved Helms List". This can be done by either completing a certificated sailing course through the STC or have a "Sailing Assessment" done by the STC Sailing Instructors.
- 2.2 Members and or Hirers wanting to charter the Club keel boats must also hold a valid Masters & Engineers Class 2 Hong Kong Pleasure Boat Operators License.
- 2.3 Children under the age of fifteen are not permitted to use the Club's dinghies unless they are under the constant supervision of an adult who has been examined by the Club in the safe use of the dinghies. Where the adult is not the parent or guardian of the child, the adult shall have a written authority from the child's parent or guardian allowing the adult to supervise the child in the use of the Club's dinghies. No child aged fourteen years or under shall take charge of a Club dinghy unless a rescue boat is in attendance.
- 2.4 Members must ensure that unsupervised children aged fifteen or over but under the age of eighteen do not use the Club dinghies without their parents' consent. Member's children in this age bracket will not be permitted to use Club dinghies unless the Club is given specific written approval by the Member.
- 2.5 In the interests of safety, users of Club dinghies must report all deficiencies to Sail Training Centre staff. Loss of or damage to the dinghies, which is assessed as being caused by negligence, carelessness or improper handling, will be charged to the Member's account.
- 2.6 Buoyancy jackets or life jackets and other items of personal safety equipment as may be prescribed from time to time by the Sail Training Centre must be worn when using the Club dinghies and keel boats as directed by the Sail Training Centre Instructors. A limited number of buoyancy jackets and other items of personal safety equipment are available from the Sail Training Centre. As it is not possible to provide for all sizes, Members using the dinghies are urged to procure personal buoyancy or life jackets and other items of personal safety equipment to suit their own individual requirements.
- 2.7 When the strong Monsoon Signal or Typhoon Signal No.3 is hoisted, the dinghies must not be launched. If already launched they must be returned to the Club as soon as possible, or to another place of safety if conditions so dictate. In inclement weather conditions the launching of Club dinghies and keel boats will be at the absolute discretion of the Sail Training Centre Manager, Marine Manager and/or the General Manager.

## 3. LIABILITY

- 3.1 The Club accepts no liability whatsoever in respect of the use of any Club craft. See Bye-law 28 of Section 1.
- 3.2 Members are required to ensure that all safety precautions are observed and to sign an indemnity for every use of Club craft.

## SECTION 6 - VEHICLE PARKING

1. Members who wish to park their cars may only do so whilst they are on Club premises or aboard their vessel.
2. Members may only park their vehicles in the clearly marked spaces provided or as directed by a member of the Club's staff. Members who park out with the clearly marked spaces must either leave their car key in the car, with the car jockey if he is on duty or with the Security guard at the vehicular entrance.
3. Subject to Bye-law 1.7, car parking shall be available only to Members.
4. The charge for parking a car will be decided by the General Committee from time to time. This charge will be added to the Member's monthly bill. Upon driving onto the Club premises each Member will be required to operate the automatic gate with his membership card. Where the automatic gate is in operation the member shall also need to use his membership card to operate the automatic gate upon departing the car park. Operation of the automatic gate by the membership card will cause the POS system to record the time of entry and departure and to calculate and post to the Member's account the charges for that use of the car park. Where the automatic gate is in operation the parking charges as calculated by the POS system will be shown on the member's monthly account and shall be deemed to be a correct record of the Member's use of the car park during the relevant accounting period unless the Member raises a query concerning the parking charges prior to the date of the monthly autopay payment being made.
5. If a Member enters and leaves the car park within 30 minutes no charge will be levied.

6. Notwithstanding Bye-law 1.3 non-members who are guests of Members and members of Hong Kong Clubs with reciprocal rights may park on the premises on weekdays and weekday evenings, except public holidays. Where a Member wishes to have guests park on the premises pursuant to this Bye-law he shall advise the general office (or the Restaurant Manager if after office hours), at least 1 hour prior to the time of the guests arrival, of the registration number of the guest's vehicle in order that the gatekeeper can be notified. Normal parking charges shall be levied on the guest's car and the Member shall be billed. Vehicles driven by members of Clubs in Hong Kong with reciprocal rights shall be admitted on production of their home Club's membership card and they shall be billed via the chit system.
7. Members engaged on Club duties, including but not limited to O.O.D., Committee Meetings, the execution of Committee duties and, subject to prior approval of the General Manager, volunteers at Club events shall have parking charges waived while on the Club premises for the purpose of such Club duties. Members engaged in such duties should mark their parking chits accordingly in order to assist the office staff to identify the charges to be waived.
8. Members are strictly prohibited from using their membership card to allow a non member's vehicle to enter the car park.
9. Members who do not use their card to gain entry to the Car Park for their vehicle, but sign a Car Park Chit, will be charged double the parking charge.

## **SECTION 7 - LIBRARY**

PREAMBLE. The Club has a library of books and magazines for use by Members.

1. Printed publications shall be placed into either the "free library" or the "controlled library" as decided by the General Manager. Magazines are for use within the Club premises and are not to be removed therefrom.
2. The "free library" shall be available for all Members to use on a trust basis. There will be no control over the loaning of the books or magazines. It is expected however that the Member will return the publication in good condition and in a reasonable time. The club will spend no money on increasing the collection, relying entirely on donations from Members and friends.
3. Members wishing to borrow a publication from the "controlled library" must enter the details on a signed chit. The Member will incur a fine if the publication is not returned or the loan not renewed within a month or an alternative period as agreed by the General Committee.

## **SECTION 8 - VISITING YACHTSMEN/HONORARY VISITORS/ORDINARY VISITOR AND TEMPORARY MEMBERS**

PREAMBLE. A person who is not normally resident in Hong Kong and who is eligible for Senior Associate Membership may be admitted as a Temporary or Visiting Yachtsman Member in accordance with Article 8.14 and these Bye-Laws.

1. Hebe Haven Yacht Club welcomes visiting yachtsmen and members of other overseas yacht or boat clubs. Such visitors are categorized as follows:
  - A. VISITING YACHTSMAN
  - B. HONORARY VISITOR
  - C. ORDINARY VISITOR

### **1.1 VISITING YACHTSMAN**

A Visiting Yachtsman is a person not normally resident in Hong Kong who arrives in Hong Kong on board a private yacht (sail or power) and who is skipper of the yacht. Membership is available for a period of up to six months.

Subscription and mooring fees for two months are payable in advance and thereafter in advance.

Extension of a Visiting Yachtsman's membership beyond six months will only be considered on written application to the General Committee and is only likely to be granted in exceptional circumstances.

### **1.2 HONORARY VISITOR**

Use of all facilities is available to a person normally resident abroad belonging to an overseas club with which the Club has reciprocal rights. Such a person may be accepted as an Honorary Visitor without payment of either a nomination fee or monthly subscription.

Any rental fees (e.g. Swing Mooring, Pontoon Berths or Hardstanding) are to be paid monthly in advance and at the same rates as for a Full Member. Membership will be valid for a maximum of three months in any twelve months period.

### **1.3 ORDINARY VISITOR**

An Ordinary Visitor is a person normally resident abroad who belongs to an overseas yacht club with which HHYC has no reciprocal rights. The arrangements will be the same as for an Honorary Visitor, except that the period of membership shall be for a maximum of six weeks in any period of twelve months.

2 APPLICATIONS FOR TEMPORARY MEMBERSHIP

- 2.1 The terms and conditions of Temporary Membership are stated in Article 8.14 . The onus rests on the applicant to satisfy the requirements of the General Manager that the applicant is entitled to the status of Temporary Member in the category claimed.
- 2.2 An application form duly completed and signed by a Proposer and a Seconder shall be returned to the General Manager with the appropriate fees.

3 APPLICATIONS FOR VISITOR YACHTSMAN/HONORARY VISITOR/ORDINARY VISITOR

- 3.1 Onus rests on the applicant to satisfy the requirements of the General Manager that the applicant is entitled to the status of Visitor Member in the category claimed.

4 GUESTS

- 4.1 Temporary Members are permitted to invite guests to the Club. Such invitations must comply with the Rules of the Club, a copy of which is available in the Club office.

**SECTION 9 – HHYC SOCIAL MEDIA POLICY**

- 1 The Club encourages members to publicly share their HHYC experiences online. However, should the Club become aware that inappropriate content (including but not limited to Commercial endorsement, foul language, unauthorized photographs, or information of a sensitive nature) has been posted to HHYC Social Media pages, it will be removed without notice.