



Byelaws

These Byelaws are supplemental to the Articles. Nothing in these Byelaws is intended to contradict the Articles or the provisions of the Companies Act and, in the event of any inconsistency between any provision of these Byelaws and any provision of the Articles, the Articles will prevail.

Unless the context otherwise requires, words or expressions contained in these Byelaws and the associated Codes, Policies and Procedures shall bear the same meanings as in the Company's Articles of Association.

The Byelaws, Codes of Conduct, Policies and Procedures may be updated as required by the Council of Management (CoM). The current version of the Articles of Association, Byelaws, Codes, Policies and Procedures are published on the Club's web-site (www.cbyc.co.uk) or are available from the Membership Services Office.

1. ADMINISTRATION

- 1.1. The Company is called P.M.B & S.C. Limited and governs the Cardiff Bay Yacht Club (the "Club"). Its objectives are defined in the Articles of Association. Where there is a conflict with the Byelaws, Codes, Policies, Procedures and Articles of Association, the latter shall prevail.
- 1.2. These Byelaws, together with the Codes of Conduct, Policies, and Procedures, as updated from time to time by the Council of Management, regulate the use of the premises by Members, the admission of guests and visitors to the Clubhouse, and generally for the good conduct of the affairs of the Club. Such Codes, Policies and Procedures shall be binding on all Members and construed as part of the Byelaws of the Club, until rescinded.
- 1.3. Every Member of the Company must provide the Membership Services office with an up-to-date address, phone number and email address, which shall be recorded in the Company's Register of Members. Any notice sent in writing or by email to such addresses shall be deemed to have been duly delivered.
- 1.4. Every Member undertakes to comply with the Codes of Conduct, Policies, Procedures and Byelaws of the Club. Any refusal or neglect to do so will render that Member liable to disciplinary proceedings under the established Complaints Procedure.
- 1.5. Council Members will be elected in accordance with Article 9 of the Articles of Association.

- 1.5.1. No person shall be eligible for nomination as an Officer of the Club, or as a member of Council of Management unless they have been a Member/Partner member of the Club for a period of two consecutive years.
- 1.5.2. No person shall be eligible for nomination as a Flag Officer unless they have previously served on the Council of Management for a period of one year.
- 1.5.3. Additionally, in the event that a Member-Partner is successful in their bid to be appointed to the Council of Management, then they automatically become Full members during their period of tenure.
- 1.6. The Club will implement a robust Complaints Procedure. A copy can be provided upon request to the Membership Services office or downloaded from the club's website.
- 1.7. The Club shall appoint a General Manager who will have overall responsibility for the day-to-day management of the marina, Clubhouse, all related facilities, and staff and will be accountable through the Commodore to the Council of Management.

2. MEMBERSHIP

- 2.1. Classes of membership are set out in Article 4 of the Articles of Association including the rights of each class. Membership classes include, Full, Life, Honorary, Associate, Temporary, Crew, Student, Junior.
- 2.2. Only Full members are permitted to hold a berthing license at the club premises.
- 2.3. All prospective members must complete a Membership Application which includes a signed acceptance of Terms and Conditions of membership. This must be submitted to the Membership Service office. The New Members Procedure will be followed in assessing the validity of the application.
- 2.4. The names of new applicants will be displayed on the club noticeboard for a period of at least 14 days. Existing members will have the opportunity to support or object to the election of the applicant by submitting comments in writing (by email) to either the Membership Services office or direct to the Membership Secretary, (admin@cbyc.co.uk/members@cbyc.co.uk)
- 2.5. Each new Member shall undergo a probationary period of 12 months and, if during this period they fail to satisfy the Rules and Byelaws of the Company in any way, the Council of Management may withdraw their membership without giving any reason or prior notice.
- 2.6. A Member may retire from membership at any time by giving notice in writing subject to the limitations laid out in Article 3.2.1 of the Articles of Association. If the retired individual wishes to re-join the Company, a joining fee will not be payable provided the individual complied with the notice requirements of this Byelaw.

Should the retired individual have failed to comply with this Byelaw, then payment of a joining fee will be required.

- 2.7. Members cannot use Club facilities, premises, equipment, debentures, or franchises for personal gain, whether financially or in kind.
- 2.8. Fees And Subscriptions:
 - 2.8.1. Fees, subscriptions, and dues are published annually in the Club Handbook and are not transferable.
 - 2.8.2. Members whose subscriptions and/or fees are not paid within 30 days of the date of invoice shall be notified by email.
 - 2.8.3. In the event of non-payment within 60 days of the date of invoice, they shall cease to be a Member of the Club. The CoM may, at any time, re-admit them to membership upon being given a satisfactory explanation and payment of all arrears due.
 - 2.8.4. Where part payment is made, membership subscriptions owing will be deemed to be paid first.

3. **GENERAL**

- 3.1. Members may introduce guests to the Club. The Member introducing them shall be responsible for their conduct and any liabilities incurred by them.
- 3.2. The Member introducing guests must sign in their guests using the Guest Book available in the Quarterdeck Bar.
- 3.3. Members who bring regular guests to the Club should encourage their guests to become Members.
- 3.4. **Dress Etiquette**
 - 3.4.1. The dress etiquette in the two main Club rooms is:
 - **THE QUARTERDECK**

All clothing shall be clean, smart and decent. Working clothes, soiled or dirty clothing shall not be worn. Wet weather gear, sailing gear or other such clothing shall not be worn, except for access to bar during an organised club event only to place an order. T-shirts or garments bearing motifs that could be construed as offensive or in poor taste shall not be worn. Vests alone shall not be worn externally under any circumstances.
 - **THE QUAY LOUNGE.**

After 9 p.m., the etiquette shall be the same as for the Quarterdeck. However, before 9 p.m., working clothes and sailing gear will be tolerated except for carpeted and furnished areas.
 - 3.4.2. A decision as to what is an acceptable mode of dress, in the event of a dispute, shall be determined by the Club

Officer present at the time, or in their absence, by any member of the Council of Management or a member of the Club Management team. Their decision shall be final.

- 3.4.3. Members, guests, or visitors not considered to be appropriately dressed will be asked to leave.
- 3.5. Persons under 18 are the responsibility of their parent(s) or guardian(s).
- 3.6. A Club Officer or Manager may order the bar to be closed at any time if it is felt to be in the best interests of the Club to do so.
- 3.7. Club property of any kind must not be removed from the Club estate under any circumstances without the expressed prior permission of the General Manager.
- 3.8. Dogs must always be kept on leads. The Member responsible for the dog(s) must ensure any dog fouling is safely removed from the Club premises. Dogs are not permitted in The Quarterdeck unless it is a Guide or Assistance dog.
- 3.9. Under no circumstances are fish or bait of any kind to be brought into the Clubhouse, nor disposed of anywhere on the Club estate or within the area under the jurisdiction of the Harbour Authority.

4. ACCESS

- 4.1. All Club Members will be issued with a Club key card commensurate with their membership status. Members must not lend their card to any other person or child. Any visitor should be met by the boat owner or a responsible Member.
- 4.2. Only Full Members are entitled to park in designated areas on Club premises. Parking is available on a first-come, first-served basis.
- 4.3. Owners of vehicles restricting the use of any facilities or causing an obstruction may be subject to disciplinary procedures.
- 4.4. No liability for any damage caused to the vehicle will be entertained when parked on club premises.
- 4.5. Members wishing to leave their vehicles for more than 48 hours for any reason must notify the Members Services and, if requested, park in a specified area.
- 4.6. All members, guests and visitors must at all times comply with the instructions on any notices, permanent or temporary, erected anywhere within the club's estate.

5. BOAT FACILITIES

5.1. General

- 5.1.1. No craft may be brought into the Club estate unless a berthing request or storage form request has been submitted to and processed by the Membership Services office and is subject to the Marina Terms and Conditions.
- 5.1.2. All craft brought into the Club estate must be insured and clearly identified and members must comply with the Marina

Terms and Conditions.

- 5.1.3. The insurance policy must cover third party, wreck recovery and public liabilities in the amount of £3 million. Members will undertake to maintain insurance whilst their vessel remains at the club.
 - 5.1.4. Craft involved in commercial operations, hire or reward or purchased for that use may not be berthed or stored on club premises.
 - 5.1.5. The Club retains the sole rights to all areas whether granted temporarily or permanently.
 - 5.1.6. If any Member is dissatisfied with the services provided by the Club, including the allocation of a berth, they may utilise the Club's complaints process, a copy of which is available from the Membership Services office.
 - 5.1.7. Waste must be segregated and be placed in the appropriate rubbish container. Oil must be deposited into the waste oil container. Batteries must be removed from the Club area by the owners. Effluent of any sort must not be discharged into the Bay.
 - 5.1.8. It is Members' responsibility to dispose of time-expired or unwanted pyrotechnics (flares) in accordance with the guidance issued by the Maritime and Coastguard Agency.
 - 5.1.9. The club's motor-driven boats can only be used with the expressed permission of the General Manager or Training Manager provided the Member holds at least a PB2 RYA qualification.
- 5.2. **Marina**
- 5.2.1. The Membership Services office will allocate moorings to individual members in accordance with the allocation procedure and invoice accordingly.
 - 5.2.2. The allocation of a berth is not specific to that berth, only to the charging area.
 - 5.2.3. Members vacating their allocated positions or changing or selling boats must notify the Membership Services office at least 28 days in advance.
 - 5.2.4. If a boat is sold, all fees will be the responsibility of the Member until such time as the craft is removed from the Club's premises.
 - 5.2.5. Members are responsible for maintaining their boat in a clean, tidy, and seaworthy condition. The Club reserves the right to revoke a berth holder's license at any time and without notice.
- 5.3. **Yard**
- 5.3.1. The Club boatyard is for boat repair and maintenance and cannot be used as a place for storage of boats, trailers, or equipment.

- 5.3.2. Yard services must be booked in advance via the on-line booking system at a rate published annually in the Club Handbook.
- 5.3.3. All boats will be lifted out using the Club's hoist and secured into frames and/or stands suitable for the size of the boat by Yard staff.
- 5.3.4. Trailer boats can be removed by members using their own trailer and vehicle by prior agreement with the Marina Manager. Alternatively, the Club's Manitou will tow the trailer to its position at a rate published annually in the Club Handbook.
- 5.3.5. The use of privately owned cradles is prohibited unless they have been inspected and certified by an independent engineer at least annually, to ensure adherence to HSE Lifting Operations and Lifting Equipment Regulations (LOFER). Use of private cradles is subject to agreement of the General/Marina Manager.
- 5.3.6. When vessels leave the yard storage, the site must be left clean and tidy, and all trailers and personal cradles approved for use must be removed from site. A charge may be levied for carrying out this work.
- 5.3.7. All storage equipment and facilities are, and will remain, the Club's property. Members are not allowed to deface, alter, or adapt the same without the express prior permission of the General Manager.
- 5.3.8. All members trailers and cradles, if approved, must be clearly identified. Members trailers and personal cradles may not be stored at the Club when not in use.

6. ABANDONED BOATS, TRAILERS AND EQUIPMENT

- 6.1. The Club's procedure is based on the RYA recommended club rules for unpaid fees and abandoned boats.
- 6.2. If, at any time, any mooring, berthing or facility fees payable to the Club by any Member or former Member shall be three months or more in arrears, the Council of Management shall be entitled:
 - 6.2.1. To move the boat to any other part of the Club's premises without being liable for any loss of or damage to the boat howsoever caused.
 - 6.2.2. Upon giving one month's notice in writing to the Member or former Member, at his last known address shown in the register of Members, to sell the boat and/or the boat trailer (if applicable) and to deduct any monies due to the Club (whether by arrears of subscription, mooring, berthing or facility fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the Member or former

Member.

- 6.3. Alternatively, any boat and/or boat trailers (if applicable) which, in the opinion of the Council of Management cannot be sold, may, upon such notice as aforesaid, be disposed of in any manner the Council of Management may think fit and the expenses recovered from the Member or former Member. Any arrears as aforesaid shall be deemed to be a debt owing to the Club.
- 6.4. Further, the Club shall at all times have a lien over the Members' or former Members' boats and boat trailers (if applicable) stored, moored or berthed on the Club's premises in respect of all monies due to the Club, whether in respect of arrears or mooring fees or subscription or otherwise. Where a Member is in arrears with the payment of monies owed to the Club by at least 6 months, the Club may in any event take possession of the Member's boat and boat trailer (if applicable).

7. HARBOUR AUTHORITY BYELAWS

- 7.1. All Members must comply with the Harbour Authority's Byelaws which take precedence over CBYC Byelaws.
- 7.2. Neither the Harbour Authority nor the Club permits liveaboards or use their boats for habitation.
- 7.3. Members are permitted to stay on their boat when moored or berthed in the Clubs marina for periods not exceeding 7 days consecutively or, and 30 days in total in any calendar year.

May 2024