



## Jervoise Bay Sailing Club (Inc)

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Affiliated with Yachting WA

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# By-Laws

*These By-Laws are to be read in conjunction with the Rules of the Constitution*

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### ----- Section A – Meetings, Issue of Keys, and Clarification of Responsibilities -----

#### 1 FINANCIAL YEAR

1.1 The financial year shall commence on 1 April of each year.

#### 2 MEMBERSHIP YEAR

2.1 The membership year shall commence on 1 September of each year.

#### 3 DATE OF GENERAL MEETINGS

3.1 If deemed by the Management Committee as required, General Meetings shall be held on dates as close as practicable to 1 August, 1 November and 1 February of each year. Particularly, the first General Meeting may be held with the objective being to fix **membership nomination fees and subscriptions** for the membership year commencing 1 September.

#### **4 CHAIRPERSON AT MEETINGS**

4.1 The Commodore shall be the appointed Chairperson at all meetings. In the absence of the Commodore, the Senior Vice-Commodore; in the absence of both, a member elected by that meeting.

#### **5 CLUB KEYS**

5.1. Keys for the entrance to Club grounds and the clubhouse area shall be made available to Financial, Ordinary and Family members.

5.2. Keys for the boat hardstands shall be made available to members who are approved by the Management Committee or financial hardstand users.

5.3. Country, Junior and other members may apply to the Management Committee for approval to hold such keys as may be required.

5.4. Keys for other areas that may be of a restricted nature shall be made available to the approved members as determined by the Committee.

5.5. Any issue of keys shall be recorded in the Clubs' key register and signed for by the member.

5.6. No key shall be duplicated or lent to any person without the approval of a member of the Management Committee.

5.7. Any key issued shall be returned to the Secretary on cessation of the entitlement to hold such key.

5.8. For each key issued, the member receiving such key shall pay the key deposit as specified within these By-Laws. The key deposit shall be refunded to that member on return of such key to the Secretary.

5.9 Only the adult members of a Family Membership may use the key attached to that membership.

#### **6 DUTIES OF THE TREASURER**

6.1 The duties of the Treasurer as defined in the Rules shall be vested with the Treasurer with addition of the following:

6.2 All payments shall be made by cheque and/or electronic transfer;

6.3 All banking accounts shall be set such that any debit be duly signed by at least two (2) of designated Officers of the Management Committee and;

6.4 All payments shall have prior approval of the Management Committee and when immediate payment is necessary, account(s) shall be paid and the action approved at the next Management Committee meeting.

6.5 The Management Committee may authorise the Treasurer to promptly pay any telephone, water, electricity or other normal recurring account; and the action approved at the next Management Committee meeting.

#### **7 BAR MANAGER**

7.1 The bar shall be operated by an onsite Approved (Restricted) Manager if there are more than fifteen patrons.

7.2 The bar shall be operated by an Approved (Restricted) Manager or a Responsible Service of Alcohol (RSA) qualified person if there are less than sixteen patrons.

7.3 The required (Restricted) Approved Manager and RSA qualified persons may be employed by the Management Committee when required.

7.4 The Management Committee shall from time to time formulate management and control of stock and appropriate documentation shall be held in the bar.

7.5 The Approved Restricted Manager and RSA qualified persons shall report to the Management Committee.

7.6 The supply and sale of alcohol shall be subject to the Liquor Control Act 1988 and the directives from the Department of Racing, Gaming & Liquor.

## 8 CARETAKER

8.1 The club shall have a live-on-site caretaker.

8.2 The caretaker shall be engaged according an Agreement and associated Schedule between caretaker and JBSC.

8.3 The associated Schedule shall outline the duties and responsibilities of both parties to the Agreement.

## Section B - Membership, Fees

## 9 MEMBERSHIP NOMINATIONS AND SUBSCRIPTIONS

As per the Constitution of the Club; the Base Rate for membership Subscriptions is set by a General Meeting held in August with the other Membership categories expressed as a percentage of the Base Rate. A General Meeting may alter any or all percentages.

| Membership Category  | New Member Nomination | Annual Rate | Fee          |
|----------------------|-----------------------|-------------|--------------|
| Ordinary (Base Rate) | <b>\$300</b>          | <b>100%</b> | <b>\$255</b> |
| Family Sailing       | 100%                  | <b>150%</b> | <b>\$385</b> |
| Country              | 100%                  | <b>100%</b> | <b>\$255</b> |
| Junior Sail          | nil                   | <b>23%</b>  | <b>\$55</b>  |
| Crew                 | nil                   | <b>40%</b>  | <b>\$105</b> |
| Reciprocal           | nil                   | <b>50%</b>  | <b>\$130</b> |
| Life/Honorary        | nil                   | <b>0%</b>   | nil          |

Note: Items in **bold** are set by the General Meeting

## 10 OTHER FEES

| <u>Category</u>   | <u>Fee</u> |
|---|------------|
| Key Deposit (per key, refundable) .....                                     | \$ 55.00   |
| The Hardstanding Fee shall consist of a base fee plus an occupied area fee. |            |

The occupied area of a boat shall be LOA x Beam and shall not include the trailer.

|                                      |                    |
|--------------------------------------|--------------------|
| The base fee shall be .....          | \$170.00           |
| The occupied area fee shall be ..... | \$6.50 per sq.mtr. |
| Securing Property in Hardstand ..... | \$30.00 (max)      |

Members Overnight Fee (per night/per member over 16 yrs.) ..... \$10.00

Guests Overnight Fee (per night/per non-member guest over 16 yrs.) ..... \$20.00

Special Overnight Fee (at special events) .....(as set per event)

## **Outstanding fees**

10.1 Any fees remaining outstanding by 01 December in any year will incur a 10% late payment fee as imposed by the Management Committee unless extenuating circumstances are provided to the Management Committee prior to the 01 December deadline - See Club Constitution 12.3.

10.2 If any fees are outstanding by 01 January in any one year, the Management Committee will invoke the strike out provisions under the Clubs' Constitution 12.4 unless non-financial members seek Management Committee approval to vary or suspend outstanding fees.

## **11 NEW MEMBERSHIP**

11.1 If a new applicant owns a sailing boat and/or is seen as a sailing enthusiast, they will be considered either for Ordinary, Ordinary Family or Country (Full) membership with the rights applicable to the category of membership offered.

11.2 Other new applicants may be offered Crew or Junior Sail membership as applicable to their circumstances and/or age. Both can participate in sail training or as crew member on a financial members' boat during club events or is in the company of a Full member on other days.

11.3 After some period, if a Crew Member wish to transfer to Single membership and it can be seen to be of mutual benefit to both the Club and the member, that member may apply or be offered an Ordinary membership.

11.4 A Junior Member must transfer to a Single Membership on attaining the age of 18 years.

11.5 All new members will attend the next available Management Committee meeting to be officially welcomed in the club by the Commodore; to meet the current Management Committee; to sign for any keys issued to such new members.

## **12a RECIPROCAL MEMBERSHIP**

12a.1 Reciprocal memberships and associated privileges shall be at the discretion of the Management Committee as outlined in the Club's Constitution (5.8 Reciprocal)

## **12b HONORARY MEMBERSHIP**

12b.1 Honorary membership and associated privileges shall be at the discretion of the Management Committee as outlined in the Club's Constitution (12a - Honorary) and may include from time to time, Temporary Membership for an approved activity or series of activities for a defined period as authorised by the Club Management Committee.

## 13 MEMBERS' GUESTS

13.1 A person other than a Member may visit the Club as a guest three (3) times before lodging an application for membership. If the guest does not wish to apply, Members are to desist in inviting that person as a guest.

13.2 The Committee may vary the "3 visit" rule for special events and other occasions.

## *Section C – Use of Club Facilities*

## 14 OVERNIGHT STAY

14.1 Any member and any guest of such member and other authorised persons, who stay overnight within the club grounds or stay aboard a vessel moored in the waters adjacent to the Club with the intention of using any of the Club facilities, shall be bound by the following:

14.1.1. Fees are payable by members and guests for the number of nights that each person stays at the club.

14.1.2 Unattended caravans or tents will be charged \$10 per caravan/tent per night.

14. 1.3 Members are responsible for the payment of overnight fees for all their guests and children aged 16 to 18.

14. 4.4 A member must remain present at the Club whilst their guest and/or children attached to a family membership are present.

14.2 The Overnight Camping Fees, as set by the Management Committee from time to time, **are payable for each member, their family and/or guest/s** except;

14.2.1 where members or volunteers are carrying out duties on behalf the Club or;

14.2.2 where the Management Committee approves a variation to such Members staying aboard moored vessels, members and their guests are expected to pay the Overnight Fee if they or their guests make use of the Club facilities as if they were camping.

14.3 The Management Committee may set a Special Site or Overnight Fee for any particular event and the fee set will be payable by all persons participating in such event unless the Management Committee approves a variation to such.

14.4 Any Site or Overnight fees due will be paid directly (cash or cheque) into the collection box located in the clubhouse area, by direct EFT deposit into the JBSC account. Members are charged with the responsibility of ensuring payment of the fees applicable to their guests.

14.5 Except where the Management Committee has approved a variation:

14.5.1 The maximum length of any stay during December and January shall be thirty (30) nights.

14.5.2 The maximum length of any stay during the School Holidays at the end of the 1st and 3rd school terms shall be ten (10) nights.

14.5.3 The maximum length of stay at other times shall be three (3) nights where the object of the stay is sailing related.

14.6 The Management Committee reserves the right to refuse or withdraw the right to stay overnight (or longer) at any time.

## 15 USE OF POWER, GAS, WATER

15.1 The Club shall make power available, where practicable and within its capacity to do so, for the purpose of minor repairs and maintenance to Members' sailing craft or to Overnight campers.

15.2 The Club does not guarantee nor warrant that 240volt power will be available for those staying at the Club.

15.3 The Club is under no obligation to reinstate the power immediately, if power to any part of the Club premises shorts out or the circuit breakers/fuses trip/fail. Attaching many electrical appliances to power boards in the Camping areas will most likely trip circuit breakers.

15.4 Portable Generators are not to be operated at the Club, except where authorised by the Management Committee for special events *e.g. Club Events, Regattas or Wedding Receptions*.

15.5 Members and their guests are to utilise water, electricity and gas in an economical way, and to avoid leaving appliances on unnecessarily.

15.6 Members are to refrain from watering, washing or hosing down caravans, camper vans, tents and/or campsites. A hose is available adjacent to the top of the ramp for hosing down boat trailers, craft and sails at the cessation of each day's sailing.

## ----- Section D - CRAFT: Access, Storage, Launching and Use -----

### **16 LAUNCHING OF BOATS**

16.1 The right to launch boats from the beach, other than club boats, is restricted to Single, Family, Country and Junior members whom hold a main gate key.

16.2 Members with such launching rights may launch any type of wind powered craft, however, the use of powered vessels must be seen to be for the enhancement of Sailing *e.g. use as a support craft for sailing members of their party*.

16.3 Craft that may be deemed inappropriate, ie size and keel configuration, powered may not be launched from the club.

16.4 Boats and/or trailers belonging to club members must be returned to their allocated hardstanding space at the completion of day sailing. Members must not leave their boat and/or trailer unattended on the beach or club grounds overnight.

### **17 DUTIES OF THE HARDSTAND MANAGER**

17.1 The Hardstand Manager shall be directed by and report to the Management Committee, through the Flag Officer Sail.

17.2 The Hardstand Manager shall give direction in all matters relating to the Hardstand compound areas but will not be liable for any loss or damage to property or otherwise.

### **18 HARDSTANDING**

18.1 Hardstanding is available to Ordinary, Country and Family members at the annual Hardstanding fee as specified within these By-Laws and to Juniors upon application by a parent or other adult.

18.2 Short term Hardstanding may be made available to a visiting Country member. The

Hardstand Manager will determine the fees and conditions for such period. A more permanent hardstanding requirement by Country Members would require a hardstand application and accompanying fees as for any other Full member (see 18.5).

18.3 Hardstanding space is allocated by the Handstand Manager in accordance with the requirements of each boat and is prioritised to accommodate actively participating sailing boats.

18.4 Hardstanding will not be allocated for trailers only and any boat and trailer combination must only occupy the space allocated for that boat unless the Hardstand Manager approves variation to such. Hardstanding space may be reallocated from time to time and the direction of the Hardstand Manager must be observed.

18.5 Application for Hardstanding shall be made on the appropriate application form to the Hardstand Manager. On approval and payment of the Hardstanding fee, a key for the Hardstand compound will be made available to that member in accordance with any Club Key policy so stated within these By-Laws.

18.6 Responsibility and liability for any boat, other property or incident arising within the compound, rests with the owner of such property and/or other such member as authorised by the owner of the property; and that person responsible shall:

18.6.1 make provision to firmly secure their boat, or boat and trailer, to the ground such that the boat, or boat and trailer, will remain in position during times of strong winds. The boat, or boat and trailer, must be secured at not less than two points by means of rope or chain attached to 'star' pickets driven into the ground to resist such wind forces and;

18.6.2 store any other items that are kept within the compound in a safe and secure manner and;

18.6.3 ensure that their area of the compound is kept neat and free of rubbish and growth.

18.6.4 maintain their boat trailer in a roadworthy condition.

18.6.5 immediately notify the hardstand manager of any changes. eg. Contact details, sale or swap of boat, boat sharing with another member etc.

18.7 If any items within the Compound are found not to be in accordance with these rules, the responsible member shall be given notice to rectify that situation. Such notice shall be fourteen (14) days or other such lesser period as may be necessitated by the possibility of deteriorating weather conditions. In the event that the work required to rectify such situation is carried out by other members of the club, the responsible member's account may be debited for such work an amount as specified within these By-Laws.

18.8 Any person who ceases to be a member or has had their membership cancelled shall be given notice in writing to remove all their property from the club grounds. Any such person who continues to store property in the compound will be liable for the normal hardstanding fees. If after three (3) months such property still remains in the compound, the Club shall give notice in writing that the Club will take action to have the property removed, sold or otherwise disposed of, according the laws of the land.

18.9 If, in the opinion of the Management Committee, any boat is not being used to further the objectives of the Club, the Management Committee may cancel the right of the boat owner to occupy the hardstanding and the Club shall give notice in writing to the owner to remove the boat off the club grounds.

## **19 SAFETY**

19.1 Members and any guests of such members shall observe safe practice at all times and adhere to any safety notices posted around the club premises.

19.2 Department of Transport boating regulations must be complied with at all times.

19.3 All boats in use at the Club shall be in a safe and seaworthy condition and all boats shall be sailed in good seamanship manner.

## **20 CLUB BOATS**

20.1 Junior and Adult Sail Training shall have at all times priority of use of the Club boats. Junior Sail Training Instructors will determine which Club boats will be used for Sail Training on any day.

20.1.1 Club boats can only be used by members on programmed club event days if there is a powered support craft with a Recreational Skippers Ticket qualified skipper readily available and if Junior Sail Training does not require the club boats.

20.1.2 On the Club boats and the support craft, life jackets shall be worn at all times.

20.1.3 The club sailing boats are not to go out when winds over 20 knots are predicted and/or gusts expected over 22 knots.

20.2 At the end of sailing, the Club boats used shall be rinsed with fresh water and returned to the compound and secured by the tie-down ropes provided.

20.3 Any damage to club boats shall be notified to a member of the Management Committee as soon as possible.

20.4 The member responsible shall be liable for all costs associated with any damage if such damage is caused through abuse, misuse or neglect.

20.5 The use of club boats will be on a first come first served basis and furthermore, a member who wishes to use a club boat for the purpose of participating in a club race shall have precedence over any member not participating in such racing.

20.6 A maintenance fee of \$10 for each club boat per day will be charged.

20.7 All club boat fees due will be paid directly (cash or cheque) into the collection box located in the clubhouse area or by direct EFT deposit into the JBSC account.