



## Y.M.Y.C

## CLUB RULES

### 1. Name of the Club

The Club is to be called York Motor Yacht Club

### 2. Headquarters of the Club

The Clubhouse  
Fulford Pumping Station  
St Oswalds Rd  
York  
YO10 4PF.

### 3. Objects of the Club

The objects of the Club shall be to promote motor yachting and to provide social intercourse amongst the members

### 4. Membership

Candidates for Membership must be proposed and seconded by Full or adult Family Members on the appropriate application form.

- a) **Full Members** – who must be owners of a motor yacht and who shall have one vote. If two or more Full Members are joint owners of a boat then one vote or alternatively two half-votes will be allocated to the boat and the owners shall decide who shall vote.
- b) **Family Members** - who must be owners of a motor yacht and who shall be one or two co-habiting adults and all children within their guardianship under eighteen years of age. The family unit shall have two half-votes exercisable by one or both adults.
- c) **Associate Members** – who must be members of the family of a Full or Family Member, or a bona fide member of their crew, or who owns a motor yacht not operated above Naburn Lock and belongs to a boat club.
- d) **Junior Members** – who must be under 18 and who must be a member of a Full Member's family. All boat owning members must be Full or Family Members other than in Rule 4(c) above.
- e) **Social Members** – Any member or former member, who has retired from boating, may remain or re-join the Club (without payment of the entrance fee) as a Social Member, on payment of the appropriate subscription.



**Y.M.Y.C**

## **CLUB RULES**

- f) **Non Boating Social Member** – Any member of the public who must be signed in to the club by a Committee member adding p.p. Y.M.Y.C. committee. This will be interpreted as the whole committee taking responsibility for the prospective new member. Access to the club will be restricted to bar opening times only. The person can be signed in up to 4 times allowing them and the committee time to form opinions before committing to membership.

No joining fee is payable and subscriptions will be the same as Social members.

### **5. Subscriptions**

The entrance fee of £100 is payable by Full and Family members. This fee is liable to be adjusted from time to time as the committee sees fit. There is no entrance fee for Social membership, or Associate membership.

Annual Membership Subscriptions are displayed on the notice board and for 2021 are as follows:-

**Family £162, Single Full £152,**

**Joint Associate £42.50p, Single Associate £21.25p.**

**Junior £8**

**Joint Social £38. Single Social £19**

Subscriptions are due on the 1st January and must be paid by 16th February or before the AGM, whichever is soonest.

Any member whose subscription is unpaid by the commencement of the Annual General Meeting shall cease to be a member of the Club.

The Annual Subscriptions shall be increased each December for the Following season at the Committees discretion but by a ratio not greater than the average Consumer Price Index for the current year divided by the average Consumer Price Index for the previous year. In the event that this ratio is less than 1.0 then the Subscriptions shall neither be increased nor decreased.

Any Member elected during the year shall pay pro-rate the annual subscription on a 12 monthly basis. The full joining fee will still be paid.

### **6. Annual Meeting**

The AGM shall be held as early in the year as is practically possible and before the end of March at the latest, as the Committee decides. Twenty one days notice must be given in writing of such a meeting. At this meeting the Annual Report and an Audited Financial Statement shall be submitted for approval. At the same meeting the Officers, the General Committee, an Auditor and Honorary Solicitor will be elected. The quorum shall be sufficient Full and Family Members to cast 20% of all valid votes.

Nominations for election must be received by the Secretary no less than one



**Y.M.Y.C**

**CLUB RULES**

week prior to the AGM or therefore deemed invalid unless a vacancy exists.

### **7. Special Meeting**

A Special Meeting must be called by the Committee on the receipt of a request signed by NOT LESS THAN sufficient Members to cast 20% of all valid votes stating the reason for the meeting. 21 days notice must be given in writing of such a meeting. The quorum shall be sufficient Full and Family Members to cast 20% of all valid votes.

### **8. Officers of the Club**

These shall consist of President, Commodore, Vice Commodore, Rear Commodore, Secretary, and Treasurer. In the event of a Flag Officer being unable or unwilling to carry out the full term of office, the Officer below automatically stands in and upon the resignation of the officer the line of succession automatically moves up and the committee runs a postal vote for a Rear Commodore. Flag officers shall be boat owners. A member may hold only one of the Offices named in this rule.

The Rear Commodore, when elected will be expected to move up to Vice Commodore and Commodore, serving each term of office for two years wherever possible.

### **9. General Committee**

This shall consist of President, Commodore, Secretary, Treasurer and eight Full or Adult Family Members, of whom not less than six shall be boatowners. The quorum shall be seven. The management of the Club shall be vested in this Committee. The General Committee will meet as per arrangements at the start of the Club year and at regular intervals throughout the season as required.

Interim business can be conducted between meetings through the use of email with a majority decision being recorded by the club Secretary. This business will be added to the agenda for the next meeting.

The Presidents to act as Chairman of the General Committee Meeting. In His / Her absence this duty to be carried out by the Commodore.

### **10, Sub Committees**

The President will choose the Sub-committee Chairpersons from the General Committee (excepting the Commodores Committee) and/or by co-opting Other members of the Club. Co-opted members will have an input into



## Y.M.Y.C

## CLUB RULES

Committee discussions but will not have a vote. Sub-committees will be appointed at the first meeting of the General Committee each year.

- a) **Commodores Committee**  
To deal with the organisation of the rallies and publicity in connection with them. It will also be responsible for the Flagstaff as well as talks and films.
- b) **Moorings Committee**  
To deal with all matters pertaining to the Licensing of all Club Moorings, charges for the same. Provision of lighting, water, electricity meters and general apparatus and their maintenance.
- c) **Social Committee**  
To handle the organisation of all activities connected with the Social side of the Club, i.e. general Club Functions, Special Dinners, Suppers and Entertainment.
- d) **Galley Committee**  
The Galley Chairperson shall be responsible for all aspects of the Galley on behalf of the Members and liaison with the Chef for Friday meals and the Social Committee.
- e) **Bar Committee**  
To deal with the running and maintenance of the bar and the purchase of bar stock and payment of the Bar Steward. Also responsible for the outside bar.
- f) **House Committee**  
To be responsible for structural alterations and maintenance of the clubhouse; for all decorations of the same and all internal fixtures etc. The payment of staff and the cleaning.
- g) **Grounds Committee**  
To deal with maintenance of fences, paths and grass down the moorings and also grounds and fences surrounding the Clubhouse.
- h) **River Planning & Liaison**  
To liaise with external bodies relating to matters concerned with planning future projects for the club .To liaise with Police,



**Y.M.Y.C**

## **CLUB RULES**

Yorkshire Water Services and other adjacent land owners in the matter of club perimeter security.

i) **Maintenance**

To be responsible for the Maintenance of the club and its assets. To ensure all internal and external agency compliance is carried out within a time frame.

Any member of the General Committee not attending three consecutive meetings shall be asked to resign unless there are extenuating circumstances.

The Club Secretary, President or Commodore shall sign all relevant official letters on behalf of the Club, with the exception of mooring matter.

### **11. Trustees**

#### **Number of and terms of reference**

There shall be at least three Trustees of the Club who shall be appointed from time to time as necessary by the Committee of the club from among Full or Family Members who are willing to be appointed. A trustee shall hold office during his lifetime or until he shall resign, by notice in writing given to the Committee, or until a resolution removing him from office shall be passed at a meeting of the Committee by a majority comprising two-thirds of the members present and entitled to vote.

#### **Property of Club vested in Trustees**

All property of the club, including land and investments, shall be held by the Trustees for the time being, in their names so far as it is necessary and practicable, on trust for the use and benefit of the club. In the death, resignation, or removal from office of a Trustee, the Committee shall nominate a new Trustee in his place, and shall as soon as possible thereafter take all lawful and practicable steps to procure the vesting of all club property into the names of the Trustees as constituted after such nomination. For the purpose of giving effect to any such nomination, the (Honorary) Secretary for the time being is hereby nominated as the person to appoint new Trustees of the club within the meaning of Section 36 of the Trustee Act 1925 and shall by deed duly appoint the person or persons so nominated by the committee.

#### **Powers of Trustees**

The Trustees shall in all respects act, in regard to any property of the club held by them, in accordance with the directions of the Committee and shall



## **Y.M.Y.C**

## **CLUB RULES**

have power to sell, lease, mortgage or pledge any club property so held for the purpose of raising or borrowing money for the benefit of the club in compliance with the Committee's directions (which shall be duly recorded in the Minutes of the proceedings of the Committee) but no purchaser, lessee or mortgage shall be concerned to enquire whether any such direction has been given.

### **Indemnity of Trustees from Club**

The Trustees shall be effectually indemnified by the Committee out of the assets of the club from and against liability, costs, expenses and payments whatsoever which may be properly incurred or made by them in the exercise of their duties or relation to any legal proceedings, or which otherwise relate directly or indirectly to the performance of the functions of a Trustee of the club.

### **Limitation of Liability of Club Trustees**

(To be incorporated in every contract, lease, license, or other agreement entered into by the Trustees of the Club).

The liability of the Trustees for the performance of any contractual or other obligation undertaken by them on behalf of the Club shall be limited to the assets of the Club.

## **12. Vice Presidents**

Members who have rendered conspicuous service to the Club can be elected as a Vice President at a General Meeting.

## **13. Flags**

The flag shall bear the York City Coat of Arms and the letters YMYC on a blue triangular background. The Commodore's flag to be square with a swallow tail, the Vice Commodore's to be similar with one white spot, the Rear Commodore's to be similar but with two white spots.

## **14. Guests**

No guest shall be introduced into the Club premises or Clubhouse by a Full or adult Family Member more than 4 times a year. Members shall be responsible for the conduct of their guests at all times when on club premises including on entry and departure. All guests must sign the visitors book on entering the club house during bar opening times.

A Member of any yacht or motor boat club visiting York may be a guest of the YMYC.

## **15. Club Moorings**



**Y.M.Y.C**

**CLUB RULES**

All Members holding a Club Mooring must enter into formal agreement with The Club to pay such fees as are set by the current moorings charge formula and to observe such Rules as are laid down by the Committee.

**16. Private Business**

Membership of the Club must not be used to further business interests. Any official receipt must be given for all sales of the Club Stocks except drinks partaken in the clubhouse.

**17. Bar**

The Bar will be open the following hours

Friday 7.00-11.00pm

Saturday 7.00-11.00pm

Bank Holiday, Sunday At the discretion of the Bar Chairman

Opening outside these times shall be by prior arrangement with the General Committee.

- a) Persons under 18 years of age may not purchase intoxicating liquor on sale at the Club, or consume the same on Club premises.
- b) The Club premises may be hired by any members for a bona fide party providing that they have been a member of the Club for at least 2 years and supported the club and its activities during this time. There shall be not more than 12 such occasions per year.

An official receipt must be given for all sales of the Club Stocks except drinks partaken in the clubhouse.

**18. Charges for moorings visitor's boats**

Visitors will be charged a fee (currently £10 per day, £50 per week and £150 per month starting in 2014) after staying on club moorings more than two weeks. Refer to Moorings Chairman, who may be able to provide temporary moorings at the club, thus keeping the visitors pontoons free. Members from other recognised Clubs are welcome to visit on Friday, Saturday and Sunday and up to two weeks holiday period but are expected to use the Club Facilities i.e. the Galley and Bar.

**19. Abandoned Boats and Property**

If at any time, any fees, membership, moorings, or any other debt payable





**Y.M.Y.C**

## **CLUB RULES**

to the club by any member or former member shall be three months or more in arrears and a vessel/property/pontoon of a member or former member remains upon club premises, the Committee may:

- a) Formally declare the vessel, pontoon or property to have been abandoned.
- b) Move the vessel/property/pontoon to any part of the club premises without being liable for any loss of/or damage to the vessel/property howsoever caused. The Committee shall also have the discretion to use such pontoon in the best interest of the club if required
- c) Give one month's notice in writing to the member or former member at his/her last known address as shown in the Club Register and thereafter sell the vessel/pontoon/property and deduct any monies due to the club. (Whether by way or arrears of subscription or annual payments, mooring, dinghy park fees or otherwise) from the net proceeds of sale before accounting for the balance (if any) to the member or former member.
- d) Alternatively, if the vessel/pontoon/property is unsalable, after giving notice in writing aforesaid, dispose of the vessel/pontoon/property in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the club by the member or former member.

Further the Club shall at all times have lien over member's or former members' boats/pontoons/property parked or moored on the club's premises or club moorings in respect of all monies due to the club, whether in respect of arrears of mooring fees or subscription or otherwise, **provided always that** proper evidence is available to show that all reasonable steps have been taken to trace a member or former member and that when and if the vessel is sold the proceeds of sale (unless any indebtedness by the member or former member of the club) shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member or otherwise) for a period of six years.

### **Definitions**

In the context of the foregoing, the term vessel or boat shall include the hull, machinery, navigational equipment, dinghy, anchors, warps, and fenders current at the time of abandonment of the vessel by the member or





**Y.M.Y.C**

## **CLUB RULES**

former member. Also the term pontoon shall include the buoyant platform, the access gangway, any items stored on the pontoon, all rigging and securing arrangements to the river bank and any item left on the river bank contained within the footage allocated to the member or former member by the club under the mooring agreement.

### **20. Licences and Insurance**

All members using Club Moorings or pontoons should have a Canal and River Trust licence and third party insurance. Failure to produce these documents when requested by an officer of the club will result in being instructed to leave the mooring. All members having their home mooring on the Yorkshire Ouse above Naburn Lock shall apply for renewal of their River and/or Canal Licenses via the Club.

### **21. Conduct of Members**

Conduct, including but not limited to, the following examples is deemed contrary to Rule 3 of the Membership Rules. Members, guests and employees of the club shall avoid such prohibited behaviour. Resort to such conduct will have serious consequences for the perpetrator as may be determined by the General Committee.

- a) Use or threat of violence and threatening behaviour.
- b) Unwelcome physical contact imposed by one person on another.
- c) Foul language directed by one person toward another.

The General Committee may suspend or expel any category or member or employee whose conduct or actions are, following an inquiry, judged by the General Committee to be in breach of rules, or to be injurious to the best interests of the club.

Following an event which causes a written allegation to be made, the allegation and a note of the rules alleged to have been broken shall be communicated to the member named in the allegation. This shall be done in ample time for the member to apologise, or if an apology is not forthcoming or acceptable, prepare to defend his/her position and refute the allegation. In the event that an allegation is upheld following investigation, the General Committee may suspend a member, call for the member's resignation or opt to expel the member.

### **22. Suggestions, Complaints and Investigation Procedures.**



**Y.M.Y.C**

## **CLUB RULES**

In the event of an incident it is necessary to deal with matters objectively, impartially and as promptly as possible, all communications shall be made without delay to the Secretary or President, or in their absence to any other member of the General Committee in writing, dated and signed by a member. The effective date will however be the date of receipt in all cases.

In the absence of the President or the Secretary any 3 elected members of the General Committee are empowered to call interviews with the parties to a dispute and to require the production of written evidence from them or obtained by them from witnesses.

In order that evidence may be circulated to all the General Committee members for consideration such communications must be received within 7 days of the dispute and a minimum of 3 days in advance of the next published date for a meeting of the General Committee.

Full and adult Family Members shall be directly and fully accountable to the General Committee for the actions and conduct of their guests. Any guest whose conduct is deemed by (two or more) elected members of the General Committee to be in breach of the rules may summarily be required to leave the club premises. A General Committee inquiry, which shall involve the full or family member concerned, will follow.

Associate members, social members and junior members may not introduce guests to the Club. Only Full and adult Family members shall be so entitled. No guest shall be introduced more than four times a year. All guests must sign a visitor's book."

### **23. Children in the Clubhouse**

Children under the age of 16 are not permitted in the Club House during licensing hours unless they are accompanied by a Parent or Guardian who is over 18 years of age. For the club to conform to the 2003 Licensing Act the Parent or Guardian in this instance will be called the "Supervising Adult".

The Supervising Adult will be responsible for the behaviour of the child in their care.

The Parent and or Guardian is also asked to ensure that their child does not congregate in the immediate vicinity of the Bar area.

The Licensing Act of 2003 also prohibits the direct sale of Alcohol to persons under 18 years of age.

### **24. Committee members responsibilities**



**Y.M.Y.C**

## **CLUB RULES**

All members of the General Committee to be prepared to take responsibility for the Club whenever he/she is on the premises or in the vicinity of the Clubhouse. This includes:-

- a) Ensuring the flag is flown and taken down
- b) Ensuring that the clubhouse is closed and locked and all windows are shut and lights turned off after the premises have been vacated
- c) Dealing with sickness or accident by arranging for an ambulance to attend
- d) Dealing with all matters concerning pontoons in the absence of the Mooring Committee.

### **25. Rally protocol**

The upstream pontoon is to be left free for the Commodores Committee the night before an official Club Rally.

### **26. Running engines**

The running of engines whilst moored on the Club pontoons is not permitted (including Generators).

### **27. Mooring Members**

It is a requirement that all members mooring on club premises support the Club. This is interpreted as substantive attendance at Club events and taking part in Work Parties if applicable from time to time. In submitting an application for membership, it is implicit that the applicant undertakes to adhere to this condition.

### **28. Rules for Mooring Members**

#### **Rules governing the allocation of moorings**

1. One waiting list shall be maintained in datal order, but the names of Mooring Members wishing to change moorings shall be denoted by an asterisk and will be offered available moorings before new applicants for moorings.
2. As a mooring becomes vacant, it will be offered in strict chronological order to members requiring a change of mooring, then in the same manner



## Y.M.Y.C

## CLUB RULES

to new applicants until someone accepts it, preference will be given to those members who support the Club and its' activities. The fact that a member refused a mooring offered to him will not cause him to lose his place on the list.

3. Mooring members may not apply for a change in mooring until they have held their existing mooring for a period of twelve months.
4. Acceptance of a new mooring in exchange for his existing mooring by a Mooring member does not cause him to lose his position on the change list if he should wish a further change in the future. However if after such a change a member wishes to stay on the list, a letter to the Moorings Chairman confirming this is required.

### **Transfer to Mooring Privilege**

5. The only exemption to Clause 9 of the Moorings Licence is as follows; In the event of a mooring Members demise, and where the boat is inherited by an immediate member of the family (wife, husband, son or daughter) the Privilege to moor can be transferred to that person. That person or persons must join the club as Full or Family members.

### **Multi-Ownership**

6. Where a boat is owned by a consortium or partnership, the majority shareholder, or, in the case of a 50/50 interest, the nominated partner shall be the Licence holder. The Licence once signed shall be non-transferable to any other shareholder or partner, unless that person was declared and registered part owner at the time the Licence was granted. All shareholders or partners in ownership of the boat being moored must be members of York Motor Yacht Club. At the time of accepting a Licence to Moor, it is a pre-requisite that any and all third party interest in the ownership of the boat be declared and registered with the Moorings Committee, in writing, and signed by the persons concerned. Any change of ownership, including diminution of the declared interest in the boat, will be interpreted as a change of ownership, and as such will result in forfeiture of the mooring. Failure to notify the Moorings Committee of changes of ownership and/or of degree of ownership will be deemed a breach of the Licence conditions, and as such will incur action under Clause 18 of the Licence for Privilege to Moor.

The only exception to the above is as in the case of Rule 9 of the Licence where immediate members of the family are concerned (wife, husband, son or daughter) but even in this case the Moorings Committee must be notified of the ownership changes as and when they occur.



**Y.M.Y.C**

**CLUB RULES**

**General**

7. A fee of £5 per annum to be charged to each member wishing to change a mooring to cover administrative costs.  
Any payments due for mooring fees, electricity etc. must be settled in full within one calendar month, the exception being winter moorings, which are payable in advance of taking up the mooring.
8. Members must moor their boats to the satisfaction of the Moorings Committee. Mooring members are required to support the Club and its' activities.
9. Letter to be sent to each member offered a mooring.
10. Mooring members may not moor their boats on the Club pontoons as these are reserved for use by boats visiting the Club.

The only exceptions to this rule are as follows;

- a/ Taking on water and provisions, an exercise that must be carried out with the minimum of delay and the pontoons vacated
- b/ To carry out essential repairs and/or work on the boat, this activity to be confined to weekdays and never on weekends or Bank Holidays
- c/ If and when due to circumstances beyond the control of the Mooring member he is unable to get onto his own mooring
- d/ Very special circumstances agreed by the Mooring Committee and endorsed by the General Committee

**In the case of exceptions a/ to d/, these can only apply with the express permission of the Moorings Committee**

11. Any Mooring member without a boat, or who does not moor his boat on his pontoon, for a period of twelve months shall forfeit his Licence for Privilege to Moor. If the Mooring holder has not resigned his mooring at the end of the twelve month period the Mooring Committee will revoke the Licence by giving two months notice in writing. Once notice has been served the member is forbidden to attempt to retain the Licence for Privilege to Moor by placing any craft on the mooring. It is expected that the owner of the pontoon removes it from Club grounds during this period. (This period may be extended for exceptional circumstances, detailed in writing, and subject to agreement by the Moorings Committee.)



**Y.M.Y.C**

**CLUB RULES**

12. These rules can only be amended after any alterations have been subjected to a referendum of all mooring members and approved by a majority and then ratified by the General Committee.

**29. Alteration of Rules**

Rules can only be amended at an Annual or Special Meeting by a two thirds majority. The only exception to this is the annual increase of subscriptions which shall be treated as given in Rule 5 unless a resolution to the contrary is carried at an AGM or a Special Meeting. Rule changes which are duly made shall come into effect immediately after such a meeting ends.

**30. Interpretation**

The General Committee may decide any question on the meaning of the Rules, or anything relative to the Club not provided therein and may do whatever they deem necessary for the well being of the Club, which is not inconsistent with the Rules.

**31. Maintenance / Legislation**

In order to be proactive in the Maintenance of the Club, its assets will be listed on a register. Those assets will be inspected on a regular basis and the findings recorded on a maintenance schedule and where necessary repairs carried out.

A Compliance list will also be created to record inspections necessary by outside bodies (e.g. Annual Fire Certificate etc.)

**32. Limitation of Club liability**

All references to the Club in this Rule shall mean each and every individual member of the Club including guests and any visitors from time to time. Members are bound by the following Rule which shall also be exhibited in a prominent place within the Club premises:-

Members of the Club, guests and visitors may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept:-

(a) The Club will not accept any liability for any damage to or loss of property belonging to members, guests and visitors.

(b) The Club will not accept any liability for personal injury arising out of



**Y.M.Y.C**

**CLUB RULES**

the use of the Club premises, any other facilities of the Club either sustained by members, guests and visitors or caused by the said members, guests and visitors whether or not such damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers, Committee, Trustees or Servants of the Club.

Membership of the Club and acceptance of these Rules by the member will be deemed to constitute consent to the holding of relevant personal data for the purposes of the Data Protection Acts.

Updated December 2021