



CRUISING YACHT CLUB OF AUSTRALIA
Home of the Rolex Sydney Hobart Yacht Race

Cruising Yacht Club of Australia

By-Laws

(As at 26 October 2021)

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By-Laws

(As at 26 October 2021)

These By-Laws have been made by the Board under the authority of the Constitution of Cruising Yacht Club of Australia – see Clauses 8(a) and 9 of the Constitution.

Words and expressions

Words and expressions in these By-Laws have the same meaning as words and expressions in the Constitution of CYCA unless the contrary intention appears.

In these By-Laws:

“**Company**” or “**CYCA**” or “**Club**” means Cruising Yacht Club of Australia.

“**Constitution**” means the Constitution of CYCA.

Section 1 – General

1.1 Direction. The overall management and control of the business and affairs of the Club which is a registered Company Limited by Guarantee is vested in the Board of Directors consisting of the Flag Officers and other Directors who are elected annually by the members.

Unless otherwise decided by the Board there shall be the following Board committees:

- (a) a Sailing Committee;
- (b) an Audit, Planning & Risk Committee;
- (c) a Member Engagement Committee;
- (d) a Premises Committee.

All Flag Officers are ex-officio members of each committee. The Chairperson of each of the above committees shall be appointed by the Board and must be a Director. The Chairperson may nominate other members of the committee, subject to the approval of the Board. The Chairperson may establish such sub-committees as they consider necessary and appoint persons to that sub-committee. The Chairperson of each committee is the only Director empowered with any executive authority. Such executive authority shall be exercised through the Chief Executive Officer (other than the Chairperson of the Sailing Committee who may instruct the Sailing Manager directly), and no Director will, except in unusual circumstances, give directions to the Club staff or employees.

1.2 Alteration of By-Laws. The Directors reserve the right to alter or amend the By-Laws from time to time when members will be notified.

1.3 Procedure for nomination of members

The process for the election of an ordinary members (as defined in the Registered Clubs Act) shall be as follows:

- (a) a candidate for membership shall be proposed by an existing member who is either a Full Member, Life Member or Country Member of not less than 12 months standing, unless the Board shall in any particular case or class of membership determine otherwise;
- (b) applications for membership will be in the form prescribed by the Board from time to time;
- (c) no application shall be considered by the Board until an interval of at least 2 weeks has elapsed between the receipt of the application and the election of the applicant;
- (d) the names and addresses of persons proposed for election as ordinary members of the club shall be displayed in a conspicuous place on the Club premises and on the Club website for at least 1 week before their election;
- (e) each application for ordinary membership shall be formally considered at a Board meeting for election to membership and the applicant shall be elected as a member if the Board so resolves.

1.4 Termination of Provisional and Temporary Memberships

- (a) The Board may terminate any provisional membership without assigning any reason.
- (b) The Chief Executive Officer or Duty Manager may at any time terminate a temporary membership without assigning any reason. A decision by the Chief Executive Officer or Duty Manager in this regard is final.

Section 2 – Conduct and related matters

- 2.1 Conduct.** Members and guests upon the Club premises must conduct themselves in a courteous and respectful manner and must not act in any way which might cause annoyance to other members or to persons in the vicinity of the Club.

Note: The singing of ribald songs is expressly forbidden on Club premises.

Members and visitors must at all times obey the direction of the Chief Executive Officer, House Manager, Duty Manager or any Director of the Club and if requested by such Chief Executive Officer, House Manager, Duty Manager or Director to leave the Club premises must do so immediately. Persons requested to leave the Club premises and who have been subsequently advised that a disciplinary hearing will be held in relation to their conduct will NOT, if so advised by the Chief Executive Officer in writing, use the Club premises until the earlier of:

- (a) being dealt with under Clause 2.20 and 2.21 of the Constitution; and
- (b) the date being 4 weeks after being so advised.

- 2.2 Business Activity.** No member shall carry on their profession, trade or business on the Club premises or use the premises by advertisement or otherwise as a business address. This prohibition does not prevent members from providing repair, maintenance or professional sailing services to a boat on the marina or hardstand. Members may discuss business while dining or drinking and may work remotely provided such activities are not intrusive to other members and do not unreasonably occupy space during busy periods. If the Duty Manager reasonably believes a member has occupied space for an unreasonable period of time and requests the member to vacate the area, the member must do so.

- 2.3 Club Facilities.** Members and visitors must not interfere with Club facilities.

In no circumstances shall any member enter the Bar, Kitchen or Storeroom unless they are an employee.

- 2.4 Club Premises - Property – Decorations and advertising.** No material in the form of decorations or advertising shall be placed or written on any floor, table, bench or wall of the Clubhouse without the prior permission of the Chief Executive Officer.

- 2.5 Storage and Work.** The passageways, paths and stairways of the Club premises and the marina (in the case of the marina, other than as is permitted by these By-Laws on race days) must be kept clear and no member shall use any part of the Club premises other than their own locker or the temporary lockers provided in the clubhouse, for the storing of goods, equipment or material.

- 2.6 Gambling.** Unauthorised gambling is NOT permitted on Club premises.

- 2.7 Removal of Club Property.** No member shall take away from the Club premises any paper, Book, pamphlet or other article the property of the Club.

- 2.8 Damage to Property.** Any member who, or any member the guest of whom, intentionally causes damage to the Club premises or any Club property shall be responsible to the Club for the cost of repairing such damage or replacing that property.

2.9 Dress. It is expected that Members & Guests will always be appropriately dressed. While members will be advised of specific dress codes for particular occasions, the following dress standards will generally apply.

(a) Members' Bar ("Coaster's Retreat") and the rest of the First Floor (including the "Freya Room" and "Morna Room")

Sailing shorts and wet weather clothing are permitted on designated CYCA race or training days only.

The following is **not** permitted at any time:

- Bare feet
- Sailing headwear or caps
- Singlets
- Scuffs
- Thongs
- Swimwear
- Training or fitness apparel
- Untidy or damp clothing or footwear
- Work shorts

(b) Ground Floor "Sydney Hobart" Bar & Deck Area

The following is **not** permitted at any time:

- Bare feet
- Singlets
- Swimwear

Despite anything to the contrary in this By-Law:

- (c) Thongs of all types and worn by members and guests are permitted in all downstairs areas of the Club.
- (d) Thongs are **not** permitted upstairs but strappy sandals are permitted. For designated sailing functions, thongs will be permitted in the Morna and Freya rooms.
- (e) The Duty Manager or the Chief Executive Officer has a discretion to bar entry or have persons removed from all areas of the Club if, in their opinion, their attire is unsuitable. In this regard the Duty Manager's or Chief Executive Officer's decision is final.

2.10 Uniform

- (a) Official uniform of the CYCA is a recognised yachting jacket worn with grey trousers or slacks or a navy blue or grey skirt or dress, black shoes, white shirt and Club tie.
- (b) Club Blazer is a single or double-breasted navy blue blazer.
Note: A cap with badge will not be worn when wearing a blazer with pocket badge
- (c) Pocket badge of CYCA is as displayed from time to time.
- (d) Club tie of the CYCA is as displayed from time to time.

2.11 Guests. All ordinary, life, associate and junior members, aged 18 years and over, are entitled to introduce bona fide acquaintances as guests to the Club subject to the following provisos:

- (a) The member upon arrival at the clubhouse shall, where the guest is aged 18 years and over, enter the guest's name and full residential address in the guest's register and shall sign their own name and membership number beside such entry.
- (b) The member shall be responsible for the conduct and dress of all guests introduced by them.
- (c) The member who has introduced a guest to the Club must not leave the Club premises while the guest remains and must ensure that the guest remains in their reasonable company. In the case of a guest that is not at least 18 years of age, the guest must remain in the immediate presence of the introducing member.
- (d) No guest shall be supplied with liquor on the Club premises unless in the company and on the invitation of a member.
- (e) No guest of any member or members shall be admitted to the Club more than 4 times in any calendar month without the express approval of a Flag Officer or their appointed delegate from time to time. The granting of such approval is a discretionary matter for the Flag Officer.

2.12 The Serving of Liquor and minors

- (a) In these By-Laws the term "**Bars**" mean (i) the "Members Bar" (also known as "**Coasters Retreat**") as it may be extended from time to time and (ii) the downstairs bar (also known as "**Sydney Hobart Bar**") which is constituted by the area shown on the plan attached to these By-Laws.
- (b) Persons under the age of 18 years are not permitted in the Bars and shall not be served with intoxicating liquor on any part of the Club premises.
- (c) Any member who brings any person under the age of 18 years into the Bars shall be deemed to be guilty of misconduct pursuant to Clause 2.20 of the Constitution.
- (d) No person shall remove intoxicating liquor from the Clubhouse other than during normal public-trading hours.
- (e) If in the opinion of the Chief Executive Officer, House Manager, Duty Manager or a Director any member or guest is under the influence of intoxicating liquor to such an extent as to cause annoyance to other persons on the Club premises, such member or guest shall not be served further with intoxicating liquor and if requested to do so by any such Chief Executive Officer, House Manager, Duty Manager or Director shall leave the Club premises immediately,
- (f) The "Members Bar" (also known as "Coasters Retreat") is reserved strictly and exclusively for the use of members and the guests of members and members of reciprocal yacht clubs.
- (g) Temporary members, other than members of reciprocal yacht clubs, are not permitted in the "Members Bar" unless they are invited into the Members Bar as a guest of a member.

- (h) No Liquor shall be brought into or consumed in any part of the Club where liquor is sold or supplied by the Club unless it has been purchased from a bar of the Club.

By way of explanatory note, this By-Law prohibits Club members and guests using those parts of the Club as a BYO establishment.

- 2.13 Private Functions.** All areas of the Clubhouse designated for use for private functions shall be for the exclusive use of those persons attending the function. No member shall intrude upon, join or enter into any such function except by express permission or invitation of the host of the function.
- 2.14 Complaints.** Any complaint regarding any employee of the Club shall be made to the Chief Executive Officer and no member shall personally reprimand any employee of the Club.
- 2.15 Suggestions and complaints.**
 - (a) Any member wishing to make any suggestions as to the conduct of Club affairs or register a complaint regarding the way the Club's affairs are conducted should make such suggestions or complaint in writing to the Chief Executive Officer;
 - (b) Any member wishing to register a complaint regarding the conduct of a member or guest should make such complaint orally to the duty manager at the time if possible or otherwise in writing to the Chief Executive Officer.
- 2.16 Policies.** All members must comply with any policy expressed as a By-Law Policy and published by CYCA on the Club website. The Board may amend any such By-Law Policy from time to time. Members will be advised of the publication of any By-Law Policy or amended By-Law Policy.
- 2.17 Service Charge.** The Board may at its discretion impose a Service Charge upon all CYCA members debtor accounts (excluding subscription fees) which are overdue in payment under CYCA's terms for such sum, the value of the Service Charge to be set by the Board as it sees fit from time to time.

Section 3 – Associates Committee

Note: This Section 3 of the By-Laws provides for the composition of the Associates Committee and the conduct of the Associates Annual General Meeting.

3.1 Definitions

In Section 3 of these By-Laws:

An **eligible member** means an Associate member or Sailing Associate member of the CYCA whose fees or any moneys owing to the Company are fully paid up at the date of the Associates Annual General Meeting.

“**Committee**” means the Associates Committee.

3.2 The Associates Committee

A committee of Associate members and Sailing Associate members will be formed in accordance with the Constitution and these By-Laws.

3.3 Proceedings of the Associates Annual General Meetings

- (a) Within 1 calendar month after the Annual General Meeting of the Company, the Company shall hold an Annual General Meeting of Associate members and Sailing Associate members (“The Associates Annual General Meeting”). Only eligible members may attend that meeting. The meeting will be conducted in person, through electronic means or as a hybrid in the same manner as the Annual General Meeting of the Company was conducted.
- (b) At the Associates Annual General Meeting each eligible member:
 - (i) who is present is entitled to one vote;
 - (ii) is eligible to be elected to the Associates Committee;
 - (iii) is eligible to be elected or appointed as an officer of the Committee.
- (c) At the Associates Annual General Meeting the eligible members present:
 - (i) shall elect not more than 15 members of the Associates Committee, and
 - (ii) shall elect the following officers, from those who have been elected as members of the Associates Committee:
 - (A) President;
 - (B) Vice President;
 - (C) Treasurer; and
 - (D) Secretary.

There will be a total of 15 members of the Associates Committee.

- (d) The continuing members of the Associates Committee continue to act despite there being casual vacancies in their number. An Associate member or Sailing Associate

member of the CYCA whose fees or any moneys owing to the Company are fully paid up may be appointed by the Committee to fill any casual vacancy on the Committee.

- (e) The officers and other members of the Associates Committee automatically retire at the end of each Associates Annual General Meeting and are eligible to be re-elected.

3.4 Nominations of candidates for election to the Associates Committee

- (a) Nominations of candidates for election to the Associate Members Committee shall be made in writing to the Chief Executive Officer at least 14 days before the Associate's Annual General Meeting.
- (b) The nomination paper shall be signed by the nominator and the nominee and be given to the Chief Executive Officer.
- (c) Seven days before the Associate's Annual General Meeting, the Chief Executive Officer shall notify all Associate members and Sailing Associate members of the names of the candidates.
- (d) In the event of there being only sufficient nominations or insufficient nominations for membership of the Associates Committee:
 - (i) the candidates nominated shall be declared to be duly elected at that Associate's Annual General Meeting, and
 - (ii) the vacancies may be filled by appointment of eligible members in attendance at that meeting.

3.5 Meetings of the Associates Committee

The Associates Committee will conduct meetings for the purpose of dealing with any matters relating exclusively to Associate members and Sailing Associate members subject to the Constitution and the By-Laws.

3.6 Quorum

The quorum for meetings of the Associates Committee is 8 or half the number of members of the Associates Committee.

Section 4 – Marina, Hardstand and Moorings

Note: This By-Law 4.1 is taken to be By-Law 21 referred to in any Licence.

4.1 Marina, Hardstand and Moorings

(a) Occupation

- (i) Each owner, partner, proprietor, lessee or charterer of a Vessel granted a licence to occupy a marina berth, hardstand or mooring at CYCA must be a Full Member, Life Member or Country Member of CYCA.
- (ii) Notwithstanding the above clause 4.1(a)(i), other classes of membership and visitors may be granted casual licence berthing from time to time at the discretion of the Board of CYCA. Fees for casual licence berthing shall be at a daily rate as determined by the Board of CYCA. Persons occupying a berth, mooring or hardstand on a casual basis must comply with these By-Laws to the extent that have application to all vessels at the Marina and surrounds.
- (iii) The Licensee acknowledges in deciding to occupy a berth that they have not relied in any way on CYCA's skill and judgement and has satisfied themselves as to the conditions and suitability of the berth, hardstand or mooring.
- (iv) CYCA does not guarantee the continuous licence of a marina berth, hardstand or mooring and reserves the right at any time to terminate, permanently or temporarily, the use of the marina berth, hardstand or mooring.
- (v) Provided that the member is given 7 days notice (unless it is an emergency in which case no notice shall be required) from CYCA, the member acknowledges that CYCA may move at its discretion, the Vessel and/or its equipment to any marina berth, hardstand or mooring at the members risk.
- (vi) When a Vessel enters the Marina it shall immediately come under the jurisdiction of CYCA and shall be berthed and manoeuvred only where directed.
- (vii) It shall be the responsibility of the member to provide their own mooring lines and warps, and to comply with the CYCA Berthing Policy available from the Marina Administrator and on the Club's website, and to moor the Vessel in a seamanlike fashion.
- (viii) All boats occupying a CYCA berth shall be listed on the Club's Yacht Register and display CYCA initials on the stern.
- (ix) The Licensee must remove the Vessel from the Berth and the Marina on the day the Licence is terminated. In the event the Vessel is not so removed then CYCA may, without prior notification to the Licensee, and at the Licensee's cost and risk, remove the Vessel and arrange for its storage or mooring elsewhere.
- (x) CYCA may change the Berth at any time. If it does so it will tell the Licensee. The Licensee must ensure that the Vessel is moved to the new berth on or by the date specified.
- (xi) CYCA may move or require the Licensee to temporarily re-locate the Vessel to another place in the Marina or, subject to CYCA being satisfied as to the safety and

security of, and access to, the Vessel, another place made available by CYCA or arranged by CYCA.

- (xii) The Licensee must advise CYCA if the Berth will be vacant for more than 7 days. The maximum time a Berth may be continuously vacant is 24 months or the conclusion of the term of the current Licence, whichever is the earlier, unless CYCA approves a longer period.
- (xiii) The Berth may only be used by a Vessel engaged in non-commercial, recreational purposes or such other purpose as the Chief Executive Officer may approve.

(b) Insurance and releases and indemnities

Insurance

- (i) The Licensee must maintain insurance with a reputable insurer:
 - (A) for the Vessel and its equipment, in an amount that a prudent owner would take out; and
 - (B) against third party injury and property damage (including salvage) in connection with the Vessel and its equipment, in an amount not less than \$10,000,000,

and must provide CYCA with copies of all policies of insurance and certificates of currency.

Releases and indemnities

- (ii) The Licensee release CYCA and its employees and agents from, and agree that CYCA is not liable for:
 - (A) any damage suffered by the Vessel whilst within the confines of the Marina;
 - (B) any loss or injury suffered by the Licensee or their employees, agents, guests and other invitees on or in relation to the Vessel.
- (iii) The Licensee acknowledges and agrees that:
 - (A) CYCA has made no representation or warranty as to the adequacy, suitability or safety of the Berth, the Marina and its equipment, and that the Licensee has satisfied themselves as to these matters;
 - (B) to the extent permitted by law, all warranties and conditions implied by law are negated and excluded from the Licence.
- (iv) The Licensee is liable for and must indemnify CYCA and its officers, employees and agents against loss, liability or injury arising from, and costs incurred in connection with:
 - (A) any damage caused, in CYCA's reasonable opinion, to the Berth or the Marina by the Vessel or by the Licensee or the Licensee's employees, agents, guests and other invitees;
 - (B) the removal and storage or mooring of the Vessel under clause 4.1(a)(xi);

- (C) any work carried out on the Vessel under clause 4.1(f);
 - (D) any termination of the Licence under clause 4 of the Licence;
 - (E) any act, omission or default of the Licensee or of any of the Licensee's employees, agents, guests or other invitees; and
 - (F) CYCA or its officers, employees and agents doing anything which the Licensee must do under the Licence but which the Licensee has not done.
- (v) Each indemnity continues after termination or expiry of the Licence and may be enforced before incurring any expense.

(c) Charges

Monthly licence fee

- (i) The Licensee must pay CYCA a licence fee in such amount as is determined by CYCA from time to time. The Licence fee shall be payable in advance on or before the Commencement Date and thereafter on or before the first Working Day of each calendar quarter.
- (ii) The CYCA may at any time increase the licence fee. The amount of such increase shall be at CYCA's discretion provided that such increase does not take effect until the end of the quarterly period in which the increase has been notified.
- (iii) CYCA may, in its discretion, rebate or refund all or part of the licence fee for any period that the Vessel does not occupy the Berth, whether pursuant to clause 4.1(a)(xii) or otherwise. By way of guidance, where a member has given prior notice of the date the Vessel vacates the Berth and the Vessel continuously vacates the Berth for at least 30 days, CYCA will give favourable consideration to rebating one half of the licence fee for the period of vacation.
- (iv) Expiry or termination of the Licence does not affect the Licensee's obligations to make payments under the Licence for periods before expiry or termination. However, should the Vessel not vacate the Berth on the expiry or termination of the Licence upon request by CYCA to do so, CYCA may by notice to the member increase the licence fee to an amount which CYCA determines would have been charged should the Vessel be berthed at a commercial marina in the Eastern Suburbs of Sydney. Any such increase in the license fee shall not affect the member's obligation to remove the Vessel from the Berth.
- (v) If a goods and services tax or any similar tax is imposed and has application to any supply by CYCA under the Licence, CYCA may, in addition to any other amount payable under the Licence, recover from the Licensee, and the Licensee must pay within 10 days of CYCA asking, an additional amount on account of GST. That amount is to be calculated by multiplying the amount payable by the Licensee for the relevant supply by the prevailing GST rate.
- (vi) If CYCA is not entitled to an input tax credit in respect of any amount of GST payable on any supply to us in connection with the Licence, CYCA may charge the Licensee, and the Licensee must pay CYCA within 10 days of CYCA asking, an additional amount which CYCA reasonably determines is equal to the amount of GST payable on those supplies for which CYCA is not entitled to an input tax credit.

Security Deposit

- (vii) On or before the Commencement Day, the Licensee must pay a security deposit equal to 3 month's licence fee to CYCA.
- (viii) If the Licensee does not comply with any of the Licensee's obligations under the Licence or these By-Laws, CYCA may without notice apply all or any part of the security deposit towards payment of the Licensee's obligations.
- (ix) If CYCA applies an amount under clause 4.1(c)(viii) or if the licence fee increases, upon written request the Licensee must within 10 days of the request pay the amount stipulated in the request to CYCA.
- (x) When the Licence expires or is terminated, CYCA may use the security deposit paid for outstanding amounts payable by the Licensee under the Licence and then must refund to the Licensee any unused part of those moneys.

(d) Advertising

- (i) Advertising or any indication of sponsorship or other commercial arrangement may be displayed on any Vessel occupying a marina berth, hardstand or mooring (in addition to any race sponsor's flag for a race of which CYCA is the organising authority) provided it complies with any requirement of these By-Laws and in the opinion of the Chief Executive Officer does not advertise or promote a product or service of a competitor to a sponsor of the Club (unless approved by the Chief Executive Officer), is not offensive nor is in poor taste.
- (ii) The boom cover or awning of any Vessel shall not be used to display anything other than the registered name of the Vessel.
- (iii) Any advertising or sponsorship flag shall not exceed the dimensions of 2.4m x 2.0m.

(e) Rules

- (i) The Licensee must keep and maintain the Vessel, its equipment and docking lines in good and proper seaworthy order.
- (ii) It shall be the responsibility of the Licensee to keep the Vessel in such condition that it does not become unsightly or dilapidated or reflect unfavourably upon the reputation and appearance of CYCA, its premises or facilities.
- (iii) The Vessel shall be kept free and clear of debris, bottles, papers, trash or other unsightly material at all times.
- (iv) Laundry or any type or any item of a personal nature shall not be hung to dry out or air in public view aboard any Vessel or on any jetty.
- (v) The Licensee must not store any sails, dinghies or equipment on the Marina otherwise than during the period during which the Vessel is participating in any scheduled race (in which case they must be removed on the earlier of the return of the Vessel from the race or at the conclusion of a regatta running for consecutive days or if the Vessel is not involved in a race or regatta, 1 day after the items are placed on the Marina) and then only in a manner that enables the reasonable use of the Marina by other persons.

- (vi) Any sails, dinghies, equipment, gear or other personal items which are left on or about the Marina shall be at the owner's sole risk and CYCA has no responsibility for its safe keeping. Unless permitted by clause 4.1(e)(v) to remain for a longer period, any such equipment that is left for more than a day may be removed and disposed of by CYCA and the owner shall have no claim against CYCA for such removal and/or disposal. A dock box may only be placed on the marina with the prior approval of the Marina Administrator and in accordance with their directions and must be removed upon the request of the Marina Administrator.
- (vii) Disorderly conduct by the Licensee or any of the Licensee's guests shall be cause for cancellation of the License.
- (viii) Noise must be kept to a minimum at all times and the Licensee must use extreme discretion in operating amplification equipment in order to cause the minimum amount of annoyance to others.
- (ix) The Licensee undertakes not to allow any of their servants, agents, invitees or guests to cause any disturbance in or around the marina areas in such a way as to prevent or hinder other members use and enjoyment of the facilities.
- (x) Swimming, diving or fishing within the marina area is prohibited. However, underwater maintenance and cleaning of the hulls is permitted.
- (xi) Major repairs and fitting of or to the Vessel at the marina is prohibited.
- (xii) Minor repairs, touch up painting, mechanical adjustment and electrical work is permitted provided that no nuisance or interference with others using the marina is caused by such work and all environmental and occupational, health and safety rules, regulations and legislation is complied with. Such work must be done as expeditiously as possible and within a reasonable time as determined by the Marina Administrator.
- (xiii) Toilets, oil, chemicals, spirits, inflammables and oily bilges may not be discharged into the marina waters.
- (xiv) The Licensee is responsible for all rubbish associated with the Vessel and expressly agrees to place the same in the designated bins provided by the Club or to remove the same from the Club premises. Rubbish includes but it is not limited to bilge, engine and other oils, discarded equipment, marine growth, paint scrapings and effluent.
- (xv) The Licensee must properly moor and keep the Vessel in the Berth and ensure that neither it nor any gear nor personal items causes any obstruction to any other vessel or person using the Marina.
- (xvi) The Licensee must ensure that the Licensee's employees, agents, guests and other invitees comply with these By-laws and regulations and policies made thereunder and, if appropriate, with the Licensee's obligations under the License.
- (xvii) The Licensee must use the Berth only in accordance with the Licence.
- (xviii) The Licensee must comply with all applicable laws including laws as to the environment and the discharge of oils, chemicals, refuse and sewage.

- (xix) The Licensee must not modify the Berth other than by way of the alteration of the length of mooring lines.
- (xx) While the Vessel is in the Berth, no person may use it as a residence, whether permanent or occasional, nor sleep overnight on board the Vessel for a continuous period exceeding seven days without the approval of the Marina Administrator.
- (xxi) A Vessel must not be berthed, moored or kept within the confines of a submersible or partly submersible boat bag.

Participation of Vessel

- (xxii) Licences are issued on the condition that the Vessel will be actively used and that the Licensee will be an active member of the Club. Accordingly, the Licensee must ensure that the Vessel is actively used, in sailing events, whether it be in CYCA sanctioned events, cruising events or any other activities that relates to the use of the Vessel in the usual course of sailing or in active individual sailing. The purpose of this clause is to bring members and guests to the Club to use its facilities.

Note: A guideline as to the assessment of a Vessel's activity level on a renewal of the Licence is published on the Club's website.

- (xxiii) No Licensee may have an interest in more than one Vessel which is the subject of a Licence that relates to a berth or a mooring, nor have an interest in more than one Vessel which is the subject of a Licence that relates to the hardstand, unless the Board gives its approval for a licensee to have an interest in one other vessel, which must only be given in exceptional circumstances. In the case of a Licensee which is a company, this restriction shall apply to each and every director and shareholder of the company as if they were the Licensee.

(f) Our rights

CYCA may by its employees and agents at any time carry out works on the Marina or without notice to the Licensee board the Vessel and carry out at the Licensee's cost and risk any work or undertake any action if CYCA reasonably considers it is necessary to do so for the safety, preservation or protection of the Vessel or any other vessel or the Marina. The Licensee releases CYCA and such persons authorised by it from any claims for damage or loss arising from any action taken under this By-Law. This clause creates no obligation upon CYCA to undertake any action. CYCA shall notify the Licensee as soon as possible of any work or action undertaken to the Vessel.

(g) Policies and regulations

The Board may make and publish from time to time policies and regulations for the orderly and safe conduct of the Marina and its environs and all Licensees must comply with such policies and regulations.

(h) Syndicates

- (i) Every member of a syndicate must be a Full Member, Life Member or Country Member of CYCA.
- (ii) All members of a syndicate are jointly and severally responsible for compliance under the licence agreement and in particular payment of all fees and other monies payable to CYCA.

Nominated Member

- (iii) The syndicate must nominate one of its members to be the Nominated Member. The Nominated Member will have primary responsibility for all fees and charges (which shall only be posted to that member's account) and CYCA shall be required to only communicate with that member in relation to any issue arising under the licence agreement or the berthing of the Vessel and shall be entitled to only deal with that member on behalf of the syndicate. For the avoidance of doubt the syndicate is bound by any agreements or undertakings given by the Nominated Member (although the Club has the right at any time to require confirmation by all syndicate members).
- (iv) The syndicate can change the Nominated Member from time to time by written notice to the Club signed by all members of the syndicate.

Changes to Syndicate members

- (v) The syndicate must advise the Club if there is any change to the members of the syndicate.
- (vi) The Club may terminate a licence agreement if there is a change in the members of the syndicate unless the Club approves the change, which approval the Club can provide or refuse in its absolute discretion.
- (vii) In considering to give any such approval, in addition to any other relevant matter, the Club will take into account the following:
 - (a) the degree of change in the overall ownership of the Vessel;
 - (b) the new constitution of the syndicate compared to its constitution when the Licence was first approved;
 - (c) the relationship between the syndicate members;
 - (d) the length of Club membership of the proposed new syndicate member and the level of their involvement with the Club;
 - (e) the degree of active involvement in the Vessel by the remaining syndicate members.

Changes in Vessel

- (viii) Any change in the Vessel must be approved by the Club and will only be approved if it is owned by the same syndicate members in the same proportions, unless the Club consents otherwise.

Termination of syndicates

- (ix) The syndicate must advise the Club if the syndicate terminates or proposes to terminate.
- (x) Should the syndicate terminate, by notice in writing the Club may terminate the Licence.
- (xi) A syndicate on its termination may by written notice to the Club signed by all members, transfer the Licence to one or more of its members.

- (xii) Individual members of the syndicate, existing or past, have no individual right to the licence or the berth. Such rights inure only to the syndicate as a whole or its successor in accordance with the licence agreement.

(i) Corporate boats

- (i) Every shareholder of the company and all of its directors must be a Full Member, Life Member or Country Member of CYCA.
- (ii) All directors of the company are jointly and severally responsible for compliance under the licence agreement and in particular payment of all fees and other monies payable to CYCA.

Nominated member

- (iii) The company must nominate one of its directors to be the Nominated Member. The Nominated Member will have primary responsibility for all fees and charges (which shall only be posted to that member's account) and CYCA shall be required to only communicate with that member in relation to any issue arising under the licence agreement or the berthing of the Vessel and shall be entitled to only deal with that member on behalf of the company. For the avoidance of doubt the company is bound by any agreements or undertakings given by the Nominated Member (although the Club has the right at any time to require confirmation by all directors and/or shareholders).
- (iv) The company can change the Nominated Member from time to time by written notice to the Club signed by all directors of the Company.

Changes to company shareholders

- (v) The Club may terminate a licence agreement if there is a change in the shareholders unless the Club approves the change, which approval the Club can provide or refuse in its absolute discretion.
- (vi) In considering to give any such approval, in addition to any other relevant matter, the Club will take into account the following:
 - (a) the degree of change in the ultimate overall ownership of the Vessel;
 - (b) the new constitution of the company's shareholders compared to its constitution when the Licence was first approved;
 - (c) the relationship between the shareholders;
 - (d) the length of club membership of the proposed new shareholder and the level of their involvement with the Club;
 - (e) the degree of active involvement in the Vessel by the remaining shareholders.

Changes to company directors

- (vii) The Nominated Member and the Company must advise the Club if there is any change to the directors or shareholders of the Company. The Club may terminate a licence agreement if there is a change in the directors to a person who is not a shareholder.

Changes in Vessel

- (viii) Any change in the Vessel must be approved by the Club and will only be approved if it is owned by the company with the same shareholders in the same proportions, unless the Club consents otherwise.

Liquidation of company

- (ix) The company must advise the Club if it proposes to be liquidated.
- (x) Should the company be placed in liquidation, by notice in writing the Club may terminate the Licence.
- (xi) A company on its liquidation may by written notice to the Club signed by all shareholders and directors, transfer the licence to one or more of its shareholders.
- (xii) Individual shareholders and directors, existing or past, have no individual right to the licence or the berth. Such rights inure only to the company as a whole or its successor in accordance with the licence agreement.

(j) Succession

- (i) Where a member dies and they are the sole holder of the Licence, the Club may terminate the Licence. However, the Club will give favourable consideration to:
- (a) waiting until probate of the member's estate is granted; and
- (b) allowing the Licence to be transferred to an immediate member of their family or other person approved of by the Club, who is a Full Member, Life Member or Country Member of the Club.
- (ii) Where the member dies and they are a member of a syndicate, then:
- (a) the Club will consent to the transfer of the member's interest in the Licence to the other syndicate members;
- (b) otherwise, the normal provisions on change of syndicate members applies.

(k) Definitions

In this By-Law 4.1, the following terms have these meanings:

Defined Term	Meaning
Berth	<ol style="list-style-type: none">1. The berth, mooring or hardstand area in the Marina so described in the relevant Licence or such other berth, mooring or area as CYCA prescribes.2. Where the member is casually occupying a berth, mooring or hardstand, then that place.3. It includes any other berth or place within the Marina which may be occupied by the Vessel from time to time.

Defined Term	Meaning
Licence	An agreement entered into between the Licensee and CYCA for a vessel to occupy a berth, mooring or hardstand.
Licensee	<ol style="list-style-type: none"> 1. The person or persons who have entered into a Licence with CYCA for the Berth and where a syndicate, each and every member of the syndicate; or 2. A member whose vessel is occupying a berth, mooring or hardstand on a casual basis.
Marina	The floating marinas, moorings and hardstand located at Rushcutters Bay and operated by CYCA.
Working Day	A weekday in Sydney which is not a public holiday
Vessel	Either the vessel described in the Licence or where a member's vessel is occupying a berth, mooring or hardstand on a casual basis, then that vessel.

Section 5 – Locker Licences

Note: This By-Law 5.1 is taken to be By-Law 24 referred to in any Locker Licence.

5.1 Locker Licences

- (a) A Locker Licence may only be issued to a Full Member, Life Member or Country Member.
- (b) The provisions of By-Law 4.1(c) (“Charges”) shall apply to Locker Licences making necessary changes.
- (c) The Locker may only be used for the storage of equipment relating to a yacht.
- (d) The Locker Licensee must not alter the Locker in any way nor drill holes in the Locker or otherwise cause damage to the Locker.
- (e) No inflammable, explosive or dangerous substances may be stored in the Locker.
- (f) No materials or equipment is to be left on the top of the Locker.
- (g) Any materials or equipment or items that are left on the top of or in the vicinity of the Locker may be disposed of by CYCA without notice and CYCA is not liable to account to the Locker Licensee or any other person for such materials or equipment or items disposed of.
- (h) The Locker Licensee must provide their own lock for the Locker and must keep it locked at all times.
- (i) CYCA may break into the Locker if it has a legitimate and reasonable reason for doing so but will advise the Locker Licensee as soon as practical that it has done so.
- (j) The Locker must be cleared out and cleaned on termination of the Locker Licence. If it is not, the CYCA has the authority to dispose of any contents in the Locker and is not liable to account to the Locker Licensee for any of those contents.
- (k) The Locker Licensee acknowledges that CYCA has no responsibility for the security of the Locker and its contents and releases CYCA from any claim arising from any loss suffered by the Locker Licensee in relation to the contents of the Locker.
- (l) The Locker Licensee acknowledges that CYCA has made no representation or warranty as to the suitability of the Locker for the storage of equipment and materials and the Locker Licensee has relied upon their own investigations. To the extent permitted by law, all warranties and conditions implied by law are negated and excluded from the Locker Licence.
- (m) The Locker Licensee indemnifies CYCA and its officers, employees and agents against loss, liability or injury arising from, and costs incurred in connection with the storage of equipment and materials in the Locker or a breach of the conditions of the Locker Licence.
- (n) In this By-Law 5.1, the following terms have these meanings:

Defined Term	Meaning
Locker Licensee	The person who has entered into a Locker Licence with CYCA

Defined Term	Meaning
Locker	The locker having the number described in the relevant agreement for a Locker Licence
Locker Licence	An agreement entered into for the licence of the Locker

Sydney Hobart Bar – By-Law 2.12(a) refers

