



## **BYLAWS OF THE CONSTITUTION**

**As adopted by the Committee of Management (COM)**

**24th October 2023.**

2 Val Street, ROCKINGHAM WA 6168

PO Box 5185 ROCKINGHAM WA 6168

Phone 9527-5468

Email: [admin@tcyc.com.au](mailto:admin@tcyc.com.au)

Web Site <http://www.tcyc.com.au>

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## BY-LAWS OF THE CONSTITUTION

### **1. Election of Members**

**1.1** The application form shall also include a question asking the applicant if they have been convicted of an Indictable Criminal Offence. When a form of identification is required a copy of both sides of applicants current Driver's License shall be supplied confirming identity and primary residential address in accordance with DoT legal requirements on address compliance. In the absence of a Driver's License an alternative acceptable official form of Identity and residential address confirmation shall be presented for approval. Should circumstances change notification shall be submitted within 21 days.

**1.1.1** All applications for membership and changes to membership category shall be subject to approval by the **Committee of Management, herein referred to as the COM.**

**Membership Categories – Voting Members** – As per Constitution clause 6 Members which details conditions, rights and privileges for each category. These bylaws clarify any additional conditions, rights or privileges applicable to the category.

**1.2 Full Members** – Persons who have attained eighteen (18) years of age.

**1.3 Life Members -**

**1.3.1** Persons who have attained eighteen (18) years of age, have at least 10 years continuous membership and has rendered meritorious service as detailed may be elected as a life member by the members at a general meeting.

**1.3.2** The recommendation for Life Membership shall then be drafted in the form of a Notice of Motion to be presented at a General Meeting. No more than 2 Life Memberships per financial year.

**1.3.3** Life Membership shall be determined as follows.

**1.3.3.1** The candidates name shall be clearly printed on the ballot followed by yes/no indicators which are to be circled/ticked by the voter.

**1.3.3.2** The candidate shall be declared approved to Life Member if carried by a majority of those present and entitled to vote.

**1.3.3.3** The COM may agree to recommend the waiving the requirement to pay HSP obligations due to their inability to regularly attend the club.

**1.4 Country (Full) Members** – Persons who have attained eighteen (18) years of age and whose primary place of residence is more than 100kms radius from the club premises and who is approved by the COM shall pay 60% of full member fees...

**1.5 Senior (Full) Members -** Persons who have attained the current retirement age in Australia (67) or is a bona fide age, disability support or service pensioner shall have the rights and privileges that apply to full membership, whilst paying 60% of the full member fee.

**1.6 Youth (Full) Members** – Person who have attained eighteen (18) years of age but are not yet twenty-five (25) years of age shall be eligible for youth full membership at 60% of full member fee.

**1.7 Corporate (Full) Members** – Restricted to one (1) person of senior management, organisations conducting business in Rockingham and its surrounds that contribute to the club through business, sponsorship or donations may be granted Corporate (Full) membership as approved by COM.

**1.8 Restricted (Full) Members**– Restricted to one (1) person of senior position in an organisation that utilises the facilities of the club that contributes fees and charges of the facility as approved by COM.

## **Membership Categories – Non-Voting Members.**

- 1.9 Social/Crew Members** – Persons who have attained eighteen (18) years of age shall be eligible to apply for Social/Crew membership.
- 1.10 Senior (Social/Crew) Members** – Persons who have attained the current retirement age in Australia (67) or is a bona fide age, disability, support or service pensioner shall be eligible to apply for Senior/Social Crew membership.
- 1.11 Youth (Social/Crew) Members** – Persons who have attained eighteen (18) years of age but are not yet twenty-five (25) years of age shall be eligible to apply for Youth Social/Crew membership.
- 1.12 Associate Members** – Persons who have attained eighteen (18) years of age and are the spouse/partner or a surviving spouse/partner of a member shall be eligible to apply for Associate membership.
- 1.13 Junior Members** – Persons who have not yet attained the age of eighteen (18) years of age at the commencement of the membership year shall be eligible to apply for Junior membership.
- (i) Junior members shall not have authority to invite guests to the club unless otherwise approved in writing by the COM.
- 1.14 Honorary Members** – Membership may be granted by the COM to Patron, Vice patrons, Office Holders and key personnel from other sailing clubs, sailing associations, serving members of the Australian Defence Forces (ADF) and employees subject to completing relevant membership application form (whose employment responsibilities take precedent over club entitlements).
- (i) Shall pay no subscription fees.
- (ii) Entitled to the privileges accorded to a non-voting Associate member and such other privileges as the COM may determine.
- (iii) Should an honorary member wish to upgrade their entitlements then they shall be required to apply for and pay the equivalent fees for that category.
- 1.14.1** A Temporary Visitor who makes application to the manager may be considered and approved by a senior COM representative for a short-term - Period (up to 1 month).
- 1.14.2** The COM shall have the power to revoke or extend Honorary Membership, without notice or right of appeal.
- 1.15 Corporate Umbrella Members** – Any person who has an interest in the organisation with corporate (full) membership may apply for up to 5 corporate umbrella memberships as approved by the COM.
- 1.16 Restricted Members** – Any person who wishes to participate in a limited activities at the club may apply for Restricted membership.
- (i) Membership will be approved on a case-by-case basis with applicable conditions applied by the COM.
- 1.17 Introductory Members** – Any person who has attained eighteen (18) years of age, who has not been a member of the club in the previous twelve (12) month period shall be eligible to apply for Introductory membership.
- 1.18.1** It shall be for a period of no more than twenty-eight (28) days.
- 1.18.2** Members shall not be authorised to use the sporting facilities nor purchase discounted clubs event tickets unless approved in writing by COM.
- 1.18.3** Varying period options of memberships may be utilised within the twenty-eight (28) day maximum period, subject to varying management conditions including.
- Applicable fee and benefits.

- Other conditions considered relevant contained in the **guidelines document**.

- 1.18 Family Membership** – Subject to approval by the COM, any family group consisting of at least one (1) adult of another category and a minimum of two (2) Junior members shall be eligible to receive a discount under family membership as per the family discount schedule.
- 1.19 Temporary Member** – A person who is on any day visiting the club as a member or an official of another club or team, or a person assisting a member or an official of another club or team to.
- (i) Engage in a pre-arranged event with the club as per the club’s objects, or,
  - (ii) Hold a pre-arranged function at the club involving the use of the club’s sporting facilities
  - (iii) Temporary members shall not be entitled to be present at any meetings of the club, nor have voting rights or any right, title or interest in or to any property of the club.
- 1.20 Temporary and Honorary members** would be subject to withdrawal by any club official, including bar persons, acting in the best interests of the club.
- 1.21 Transition of Junior or Youth to Full Member**
- 1.21.1** If a Junior Member upgrades to a Youth (Full) Member on attaining the age of 18 years will not be required to pay the nomination fee.  
The upgrade shall apply in the financial year following the attainment of 18 years. Furthermore, when a Junior member upgrades to Youth (Full) member they shall have the option to 2 years membership (while 18-20 years) at the Youth (Social/Crew subscription rate) with full member privileges except voting rights.
- 1.21.2** A Junior Member may upgrade to a Youth (Social/Crew) member on attaining the age of 18 years.
- 1.21.3** If a Junior Member initially upgrades to Youth (Social/Crew) Membership and then further upgrades to Youth (Full) Membership whilst maintaining continual membership, then the member will not be required to pay the nomination fee.
- 1.21.4** A Youth (Full) or Youth (Social/Crew) Member (18-25 years old) wishing to become a Full Member on attaining the age of 25 years, and has had continuous membership for 5 years, will not be required to pay the nomination fee.
- 1.22 Club Member Card** – This electronic card is for all financial members incorporating features and benefits for all club transactions. Contains member number, name, house support and member added credits. (1 point = \$1.)  
This card must be produced for members to receive discounts or benefits and is Non-transferable. Full terms and conditions are detailed in **Member Card Policy**.
- 1.20.1** Cards can be collected by members (providing proof of identification) from the bar/office during trading hours, at which point the card will be activated.
- 1.23 Existing members of Discontinued or Categories with changed Compliance Requirements (Pre 2018)** – Existing members shall be identified and noted in Club membership records clearly defining their conditions of membership, fees applicable and entitlements. Subsequent fee increases by the same percentage increase and entitlement changes that apply to all categories.  
The member’s original category status shall continue whilst they remain a financial member of the club.

Should the member fail to maintain their financial membership of the club or reach any age bar level of a category, then any benefit of the former category shall expire. Any re-application for membership must be in accordance with current categories available and the entitlement of that category.

## **2. Nomination Fees, Subscriptions, and Other Fees**

**2.1 Pre-amble** – The following description of terms used and the meanings and interpretation applying to sections of this clause.

**2.1.1 Financial Year** - period 1st April to 31st March the following year.

**2.1.2 Working Day**, Monday through Friday inclusive (9.00. to 16.30) unless the day is a public holiday.

**2.1.3 Subscription** – The amount for membership to the club.

**2.1.4 Charges** – The amounts for hardstand, small boats & tender dinghy parking, and training boat hire and other items.

**2.1.5 Late Payment Period and Rate (5%)** - the period commences 30 days after the payment due date **if applied**.

**2.1.6 Plan Entry Fees** - fees charged for participation in the direct debit Payment Plan if applicable. (Usually by the financial institution)

**2.1.7 Proportional Subscriptions (pro-rata), Charges and Fees** – These shall only apply to memberships granted from October to March and shall be calculated from the full fee (100%) applying on 30<sup>th</sup> September, proportionally down until March 31<sup>st</sup>.

**2.1.8 Nomination Fee** – Shall be an amount determined by the COM applicable only to new memberships within categories as noted in current fee schedule or as determined below.

**2.1.9 Bond Fees** – Shall be fees applicable for items such as Gate Keys, Hardstand, Training Boat Hire and Function Room.

**2.1.10 Membership Termination** – Membership shall be terminated, at expiration of late payment period in accordance with clause 11.6 of the constitution which states, “after 1<sup>st</sup> day of June in each year shall cease to be a member”, except in reference to clause 2.3.6 for direct debit payment plan members, unless the COM approves otherwise.

**2.1.11 Subscription and Fee Payment Procedure** –

**(a) Late February** – Subscription Invoices sent out to all members.

**(b) 1<sup>st</sup> April** – Payment due by 30<sup>th</sup> April. Payment can be paid by cash, credit card, cheque, direct debit (which must be put in place during April) or EFT (Details on invoice).

When making payment please quote Member Ref Number. A direct debit payment plan normally attracts additional bank fees.

**(c) 1<sup>st</sup> May** – Any subscriptions, charges and fees owing (If not entered into the direct debit payment plan), will be considered as late and will result in the immediate de-activation of member discounts and benefits (cards and gate access) applicable to the membership. Hardstand – actions will be commenced in accordance with the hardstand conditions of use.

A reminder notice may be sent out to un-financial members.

**d) Mid-May** – Members who have not paid their subscriptions, charges and fees in full by this date, including direct debit default, may have a final notice sent to them.

**(e) 1<sup>st</sup> of June** – Members who have not paid their subscriptions, charges and fees in full (un-financial) will cease to be a member unless an extension of time

is approved by COM.

(f) If a past member has had their membership terminated and wishes to re-join the club then they shall be required to make application in accordance with the requirements for joining the club in clause 2.3.7. Subject to COM approval

## **2.2 Setting of Nomination Fees, Subscriptions and Other Fees**

**2.2.1** Nomination fees, subscriptions, and other fees shall be those as laid down from time to time by the COM.

**2.2.2** Changes to the annual fee structure relative to membership category shall require the approval of a COM Meeting.

**2.2.3** If any Member is approved between 1st of October and 1st of April that person shall pay the full nomination fee as applicable for the classification of Membership granted but shall only pay subscription fees proportionate (3.1.8) to the remainder of the Financial Year.

**2.2.4** Any Member wishing to rent a boat storage or dinghy storage bay at the Point Peron Hardstand between 1st of October and 1st of April may pay fees proportionate to the remainder of the Financial Year.

## **2.3 Payment of Nomination Fees, Subscriptions and Other Fees.**

**2.3.1** Applications for new membership or membership upgrade shall not be considered valid unless accompanied by the appropriate nomination and subscription fees.

**2.3.2** Except for new members as in Rule 2.3.1 above, subscriptions and annual fees are due and payable on the 1st of April of each financial year.

**2.3.3** Members (new and existing providing they subscribe by April 1<sup>st</sup>) shall be eligible to partake in the Annual Subscription and Fee Payment Plan listed in Rule 2.3.6.

**2.3.4** Plan Entry Fees shall not be refundable because a participating member pays outstanding fees & subscriptions or changes membership category.

### **2.3.5 Membership Upgrades**

**2.3.5.1** Members of the club who upgrade their membership to a higher class of membership is required to pay the difference in the nomination fee and the annual subscription for the higher class of membership on upgrading, or

**2.3.5.2** Any person who has previously paid a nomination fee for a 'Full Member' membership and has maintained continuous membership at the Club may upgrade to Full membership from any membership type without paying another nomination fee.

### **2.3.6 Fee Payment and Direct Debit Payment Plan**

Members shall either pay their membership subscriptions and other charges in one (1) lump sum payment or are offered an option to enter into a direct debit payment plan agreement whereby their subscriptions shall be paid by direct debit to the club over six (6) monthly instalments subject to the following:

**2.3.6.1.** Lump sum full payment of subscriptions prior to the 1<sup>st</sup> of April may (if applicable) attract a discount for the following categories (applying to fee subscription component amount only) to all Voting, Social/Crew, Senior social/crew, Youth social/crew memberships.

**2.3.6.2.** Early payment discounts (if applicable) do not apply to Associate, Corporate, Restricted, Junior, Promotional, Pro-Rata or Direct Debit Payment Plan members.

2.3.6.3. The member renewing their membership shall notify the club and enter into the direct debit plan agreement prior to the 1<sup>st</sup> of April, with the first direct debit being made in April, or

2.3.6.4. A new member joining between April & September is also eligible to enter the Direct Debit Payment Plan.

2.3.6.5. The Direct Debit Payment Plan does not apply to stand alone Associate, Corporate, Restricted, Junior, Promotional or Pro-Rata memberships.

2.3.6.6 The member shall complete the necessary application with their financial provider and confirm to the club that the direct debits for the full payment of fees are in place with 1<sup>st</sup> instalment as per clause 3 above. Costs applicable to the direct debit payment plan shall be charged monthly during the period of the payment instalments.

2.3.6.7. The subscriptions, year seasonal mooring charges and full year hardstand bay charges only shall be subject to the monthly direct debit payment plan, all other applicable charges such as HSP, trophy donations and levies shall be paid in the first instalment.

2.3.7 Members who become non-financial for any reason do not qualify for Pro Rata membership unless their membership has ceased for a period greater than 12 months or otherwise approved by the COM.

2.3.8 **Leave of Absence** – A Financial member may make application to the Committee of Management for a Leave of Absence (LOA) detailing why they are unable to attend the club for the 12 months period April 1<sup>st</sup> to March 31<sup>st</sup> due to being away from club, interstate, overseas or otherwise. The LOA shall only apply for a 12month period after which normal membership and subscriptions payments shall resume. LOA shall only apply for a twelve-month period after which normal membership and subscriptions payments resume. Immediate notification to the club shall be made by the member for resumption of membership privileges. Failure shall cause termination of membership. Members who have financial commitments to the club such as hardstand shall pay those charges prior to qualifying for a LOA.

## 2.4 **Additional Fees and Penalties**

2.4.1 In addition to nomination, subscription and annual fees, the Club may impose levies and/or House Support schemes in a form as determined by the COM and approved at a General Meeting.

2.4.2 Any member who fails to pay any fees, levies, instalments of an Annual Subscription, Direct Debit Fee Payment Plan payments, or House Support monies before commencement of the Late Payment Period may be charged a Late Payment Fee.

## 2.5 **Points Credit System (Including HSP)- Terms and Conditions of Use**

The member understands that.

2.5.1 Points on The Cruising Yacht Club (TCYC) of WA. point of sale system are only redeemable for services that can be purchased through the point-of-sale system. This includes but is not limited to food, drink, and merchandise purchases.

2.5.2 The value of one point is equivalent to \$1 AUD.



2.5.3 Unused points are not redeemable or refundable for cash or other tenders.

2.5.4 Points may not be transferred between Members.

2.5.5 A member may request that the combined House Support Points (HSP) to be allocated to that member if that member pays for multiple family members at the single time of payment.

2.5.6 Any House Support Points (HSP) credit value will expire if not used by the original house support points credit expiry date.

2.5.7 The safe keeping of their member card is solely the responsibility of the respective member and TCYC of WA take's no responsibility if the card is lost or used by someone else.

2.5.8 A point's balance can be generated by staff on request: however, statement of spending and points accrual can only be generated by members of the office staff within normal office hours. Notification to members will be given one month prior to expiry of their points.

2.5.9 Points can only be "purchased" in whole dollar values at any-time from the (Bar or the club office during business hours).

2.5.10 TCYC of WA Inc, policy limits the purchase or accrual of points to the value of \$500 or less except when explicit authority is given by the Club Manager.

2.5.11 Any outstanding points value that may be refundable must be done by application to The Club Manager and must be processed by TCYC of WA administration staff. Such circumstances where a refund may be provided can include but may not be limited to termination or suspension of membership, following a significant function, a processing error, or extenuating circumstances which may require an application request to the Club Manager.

2.5.12 Any points value cash or otherwise, will be expired and absorbed by TCYC of WA following 12 months of termination of membership.

2.5.13 Disputes must be raised to The Club Manager for resolution, and in the case that the member is dissatisfied with the outcome the issue must be escalated to The COM by club manager for resolution.

2.5.14 Members under 18 years of age (Juniors can-not use their card for purchase of alcoholic products, obtaining a car park card (unless holding a driver's license) or sign guests into the clubhouse.

### 3. **Committee of Management (COM) -**

3.1 In Addition to any Other Eligibility Requirements, members who serve on the COM shall have been a Voting Member (in accordance with the Category clauses of the Constitution) for a total period not less than twelve months unless exempt from this requirement by the passing of a motion at a Committee of Management meeting.

3.2 If the elected general committee members do not meet the eight (8) members required then a maximum of two (2) Social/Crew, Senior Social/Crew and Youth Social/Crew members **may be appointed by the COM** as a casual vacancy under the constitution Clause 19 who shall have voting rights at COM meetings but not at general meeting.

- been a club member for a minimum of 12 months and
- been an active member of a sub-committee for 12 months prior to the AGM, and

- continue being an active member of the nominated sub-committee during their term on COM.
- Non-attendance on the sub-committee for three (3) meetings may disqualify their position on COM.

- 3.3** A Candidate shall offer no Inducement in cash or in kind for support of their nomination or election.
- 3.4** The Retiring Commodore shall be an ex-officio member for a period not exceeding twelve months from the term of the previous office and has voting rights.
- 3.5** The COM may authorise Junior Members to form a Junior Committee with such powers and limitations as seen fit by the COM.
- 3.6** **Signatories** – The COM shall nominate up to six (6) signatories who are able to sign financial transactions and club agreements with two (2) signatures required. These shall be the Commodore, Treasurer, Club Manager plus others as required and nominated.

**4. Standing Orders for the Committee of Management (COM) and Club Manager**

**4.1 Definition**

- 4.1.1 Absent** - not present at a meeting and having offered no apology or been granted leave of absence.
- 4.1.2 Leave of Absence** - permission given by the committee of management allowing a member to be away at subsequent meeting(s).
- 4.1.3 Apology** - notification either written or verbal, either direct or through another member of committee, to the effect that a member is unable to attend the current meeting.

**4.2 Club Manager**

- 4.2.1** In addition to such duties as are specified in the Constitution and Club Bylaws, or as are determined by the COM from time to time, it shall be the duty of the Club Manager to:
- 4.2.1.1** Store all records and minutes of General, COM and Sub-committee meetings.
  - 4.2.1.2** Attend General, COM, House, Social and Finance meetings.
  - 4.2.1.3** Maintain a register of all yachts, powerboats, and other vessels.
  - 4.2.1.4** Maintain a register of all members paying for the use of the Point Peron Hardstand facility, Club moorings and Val Street boat storage facilities.
  - 4.2.1.5** Keep a record of all key holders for hardstand and other areas where keys have been issued. Ensure only authorised persons hold keys.
  - 4.2.1.6** Ensure that Notices of Motion, notifications, agendas, reports, and other documentation required for General Meetings, and COM meetings, and approvals and liaison with legal authorities are posted in accordance with the requirements of the club Constitution and Bylaws as well as any relevant legal obligations.
  - 4.2.1.7** Keep an up-to-date register of members in respect of each category of membership and auxiliary facility paid for by the member. The register must be continually available for inspection at the club premises.

## **5. Sub-Committees**

In addition to the sub-committees listed below, the COM may appoint additional sub-committees as deemed necessary who shall report to COM after each meeting.

Members of a sub-committee shall be members (any category) and may include non-club members for a specific purpose as approved by the COM.

Each member of a sub-committee shall have one vote and, in the case of an equality of votes, the chairman shall have a second votes, the chairman shall have second or casting vote.

Each sub-committee shall frame a budget for the coming year including fee/cost structures (race fees, training fees, hardstand fee, and charges) relevant to their field of responsibility to Finance Committee for their approval prior to submission to COM.

### **5.1 House Committee**

**5.1.1** Unless otherwise specified by the COM, the chairman of the House Committee shall be the Commodore and shall include the Club Manager and others as nominated.

**5.1.2** The duties and powers of the house committee shall be.

**5.1.2.1** Frame and present to the Finance Committee who shall review and approve before any recommendation to the COM in March a budget for replacement, capital expenditure, repairs and maintenance of the clubhouse and surrounds for the coming year or at any other time when expenditure is required.

**5.1.2.2** To manage, improve and maintain the clubhouse, garden areas, backyard areas (not used for junior purposes) and car parking area.

**5.1.2.3** Prepare work programmes and schedules (for above items) to allow efficient planning of works required including order of priorities.

**5.1.2.4** Prepare list of trades and contacts to allow efficient management and ability to get works including those of an emergency nature done.

**5.1.2.5** To investigate and manage repairs, renovations, replacements, improvements and maintenance to furnishings, amenities, and buildings.

**5.1.2.6** To determine whether works required can be carried out in house (voluntary) or requires competitive quotes by professional trades.

**5.1.2.7** Prepare costings for works required and gain necessary approvals from COM to fund and enable progress with works.

**5.1.2.8** Meet at least monthly, record the minutes of each meeting and table them at COM meetings.

## **5.2 Social Committee**

**5.2.1** Unless otherwise specified by the COM, the chairman of the Social Committee shall be the Vice Commodore.

**5.2.2** The committee is to provide support and input to club management in the conduct of all club member functions and events as well as for stand-alone special events. Have input regarding club opening hours, galley menus, entertainment, and club promotional events.

**5.2.3** The duties and powers of the Social Committee shall be to:

**5.2.3.1** Frame and present to the COM a programme of club social functions and events for members and guests for the coming year.

**5.2.3.2** Liaise closely with the Club Manager in programming and conduct of club functions and events including arrangements, fees, and ticket sales.

**5.2.3.3** Review costings (before and after) for club functions and events with club management.

**5.2.3.4** Prepare and manage a Duty Officer roster for selected club functions and events including the arrangement of any in club fundraising.

**5.2.3.5** Prescribe dress to be worn by Members on the club premises.

**5.2.3.6** Meet on a monthly basis, record the minutes of each meeting and table these minutes at the following COM meeting.

## **5.3 Sailing Committee**

**5.3.1** Unless otherwise specified by the COM, the chairman of the Sailing Committee shall be the Rear Commodore Sail.

**5.3.2** The duties and powers of the Sailing Committee shall be to:

**5.3.2.1** Frame and present to the COM a programme of Club sailing events, cruising activities, and sailing novelty events for the season and coordinate the Sailing programme into the already in place club sailing programme format.

**5.3.2.2** Raise funds and donations for trophies and prizes for the following season Presentation Ceremony.

**5.3.2.3** Prepare Notices of Races, Sailing Instructions, and any other documentation required for racing/events.

**5.3.2.4** Control all races/events and all yachts participating therein other than the Cockburn Sound Regatta and Power Yacht Events.

**5.3.2.5** Ensure that all boats competing in club events are registered on the current boat register and to have third party insurance cover, except for the case of visiting boats representing other clubs.

**5.3.2.6** Provide job descriptions for, take charge of, and appoint officials for all events other than Power and Cockburn Sound Regatta events, sailed by or under the direction of the Club.

**5.3.2.7** Liaise with Foreshore and Power Committee to ensure that Fixed Sailing Marks are in good repair and properly positioned.

**5.3.2.8** Provide the COM with an inventory of and ensure the

correct use and care of Club owned flags, horns, buoys, and other sailing equipment.

**5.3.2.9** Meet monthly, record the minutes of each meeting and table these minutes at the following COM meeting.

#### **5.4 Power Committee**

**5.4.1** Unless otherwise specified by the COM, the chairman of the Power Committee shall be the Rear Commodore Power.

**5.4.2** The duties and powers of the Power Committee shall be.

**5.4.2.1** In conjunction with the Sailing Committee and the Cockburn Sound Regatta Committee, to organise sufficient Official support vessels for programmed races.

**5.4.2.2** To control use of and maintenance of Club owned support and official vessel including the appointment of operating crew.

**5.4.2.3** To control use of and maintain Club owned radio equipment.

**5.4.2.4** To position and place the club's fixed sailing marks.

**5.4.2.5** Provide a written report for the COM meeting detailing operational status, maintenance requirements, or other issues relating to Club support boats and associated equipment.

**5.4.2.6** Maintain a record of the qualifications of club members relevant to helming support craft and doing support duty and ensure that only qualified personnel with current relevant certifications operate the Club's support and start craft.

#### **5.5 Junior and Training Committee**

**5.5.1** Unless otherwise specified by the COM, the chairman of the Junior and Training Committee shall be the Rear Commodore Juniors.

**5.5.2** The duties and powers of the Junior and Training Committee shall be.

**5.5.2.1** In conjunction with the Sailing Committee, to frame and present to the COM a programme of Junior racing and training for the season or at any other time when expenditure is required.

**5.5.2.2** Provide job descriptions for, take charge of, and appoint officials for all training held by or under the direction of the Club including the appointment of Training Centre Principal (COM Approved) and training instructors.

**5.5.2.3** Provide the COM with an inventory of and ensure the correct use maintenance and care of Club owned training vessels, dinghies, and associated equipment.

**5.5.2.4** Supervise and control the use of the boat storage facilities at the Val Street Clubhouse.

**5.5.2.5** Meet on a monthly basis, record the minutes of each meeting and table these minutes at the following COM meeting.

#### **5.6 Foreshore Committee**

**5.6.1** Unless otherwise specified by the COM, the chairman of the Foreshore Committee shall be the Executive Officer.

**5.6.2** **5.6.2.1** Manage, supervise, maintain, and control the use of the Point Peron Hardstand facility and equipment for members, including Key

Requirements.

**5.6.2.2** Manage with Power Committee, supervise, maintain, and control the use of the Val Street Club moorings and any other moorings owned by the club.

**5.6.2.3** Recommend and supervise maintenance and renovations at the Point Peron Hardstand facility.

**5.6.2.4** Maintain and assist in correctly position fixed sailing marks while liaising with Sailing and Power Committee.

**5.6.2.6** Meet on a monthly basis, record the minutes of each meeting and table these minutes at the following COM meeting.

## **5.7 Finance Committee**

**5.7.1** Unless otherwise specified by the COM, the chairman of the Finance Committee shall be the Treasurer.

**5.7.2** The duties and powers of the Finance Committee shall be to:

**5.7.2.1** Ensure that true and accurate books of account of the Club are maintained and periodically report on the Club trading and financial situation to the COM.

**5.7.2.2** Report to the COM any situation in relation to the Club's accounts that have an adverse effect on its liquidity or financial viability.

**5.7.2.3** Make recommendation to the COM on pricing of the club's goods and services, salaries and wages for staff, insurance policies, membership fees, levies, training fees, race fees, hardstand fees/charges and accounting procedures.

**5.7.2.4** Supervise the finances of the Club.

**5.7.2.5** Ensure the auditing of the Club's books of accounts is completed by the 30<sup>th</sup> of April each year, by a suitably qualified professional auditor prior to the Annual General Meeting.

**5.7.2.6** Present a report of the Club's financial situation at each General Meeting.

**5.7.2.7** Periodically make a check on the holdings of trading goods.

**5.7.2.8** Monitor and report on the Club's bank and loan accounts as and when required by the COM.

**5.7.2.9** Recommend improvements and alterations to the financial methods of the club.

**5.7.2.10** Meet on a monthly basis, record the minutes of each meeting and table these minutes at the following COM meeting.

**5.7.2.11** Manage the Asset Management Account making recommendations to COM on its operation from year to year.

## **5.8 Cockburn Sound Regatta Committee**

**5.8.1** The Cockburn Sound Regatta committee chairman shall be a COM Appointee.

**5.8.2** The Duties and powers of the Cockburn Sound Regatta Committee shall be:

**5.8.2.1** Frame and present to the Finance Committee who shall review and approve any recommendation to the COM a budget for the

- Cockburn Sound Regatta for inclusion in the club cost Centre budget.
- 5.8.2.2 In conjunction with the Sailing Committee and the Power Committee prepare a programme for the Cockburn Sound Regatta.
  - 5.8.2.3 Prepare Notice of Race, Sailing Instructions, and any other documentation required for the Cockburn Sound Regatta.
  - 5.8.2.4 Manage and conduct all races/events for all yachts competing in the Cockburn Sound Regatta.
  - 5.8.2.5 Provide job descriptions for, take charge of, and appoint officials for all Cockburn Sound Regatta races.
  - 5.8.2.6 Meet as directed by COM, record the minutes of each meeting and table at the next COM meeting.

## 6. Bylaws of the Point Peron Hardstand

### 6.1 Definitions

- 6.1.1 **Hardstand Facility** - refers to the Point Peron Hardstand Facility.
- 6.1.2 **Hardstand & Boat Register** - a register of boats, associated owners and storage information.
- 6.1.3 **Hardstand Registration Tag** - a tag issued to identify the owner of a boat or jinker at the Hardstand facility.
- 6.1.4 **Hardstand Bay** - a designated bay at the Hardstand facility.
- 6.1.5 **Small Hardstand Bay** – A designated bay for boats on trailers or jinker less than 5m or a jet ski including trailer if applicable.
- 6.1.6 **Tender Dinghy Parking** - an area or areas designated for the parking Of boat tenders to maximum length of 3.1m. In accordance with DoT guidelines, by clearly displaying the registration number of the parent vessel with motor not larger than 5hp.
- 6.1.7 **Undercover Bay** – If available will be limited at extra charge.
- 6.1.8 **Outboard Container** – Locked container with key entry made Available to voting members only who have outboard motor in Container, after payment of key deposit and required fee. (Ref: Outboard Container Guidelines)
- 6.1.9 **Personal/Commercial Use** – Using facility that shall attract extra over charges.
- 6.1.10 **Establishment Fee** – Does not apply to a tender dinghy or small bay. An amount determined by the club only applies to a **NEW** member who takes out a hardstand bay for the first time in their first full year of membership with a hardstand bay.
- 6.1.11 **Bond** – Does not apply to a tender dinghy or small bay. An amount held by the club which may be refundable subject to costs incurred by the club on behalf of the member shall be recovered from bond amount. Any refund shall only be at termination of use of hardstand or on resignation. If a member has their membership terminated due to non-payment of fees the bond shall not be refunded. This bond shall be maintained at the original value level at the commencement of each financial year.
- 6.1.12 **Refunds** – If a member sells their boat or leaves the hardstand after all fees are paid the “**Hardstand Refund Guidelines**” shall apply in calculating the refund due.
- 6.1.13 **Default** – If any fees are not paid in full within 30 days of the due

date, TCYC may keep/take possession of the goods for the purposes of taking one or more of the following default actions (in TCYC's sole discretion). Refer to "**Default Procedure**"

a) Sell the goods, or b) dispose of the goods in any manner.

## 6.2 General

**6.2.1** Unless otherwise restricted by the constitution or bylaws, the hardstand facility is available for the use of all Voting Club Members for the "purpose of parking of club members small craft and property owned by the club" in accordance with the club's fee schedule and lease conditions.

The **guideline** restriction on craft size shall be limited to 10m in length and/or 6.5 tonnes in weight. (See Guidelines). Any deviation from this purpose such as, larger craft, member's property, extra workspace, and planned, organised, and managed events shall be by separate application/agreement and presented to the foreshore committee for their approval, who shall formerly notify COM of their approval and forward copy of any agreement to administration files.

In the case of events/functions at least 30 days prior to the conduct of the event. The foreshore committee shall ascertain if any costs will be incurred by the club and recover these costs accordingly.

**6.2.2** There is a hardstand key register (Ref "**Hardstand Key Conditions of Entitlement**") document which details how access keys are to be issued and controlled beyond the issue to financial Voting Members with hardstand, dinghy, outboard motor container rights and for members casual launching/retrieval (by own vehicle) of home/offsite stored craft. Application from voting members for access keys (who do not comply with these rules need to be made to the club administration detailing reasons for needing a key. This will be reviewed by the foreshore committee for prompt response to administration. Please contact foreshore committee for further details.

### **6.2.3 Only financial Voting Members may:**

**6.2.3.1** Utilise the hardstand facility subject to the signed application, signed conditions of use and payment of all fees, charges, and bonds.

**6.2.3.2** Obtain a key to the facility. (Refer to Hardstand Key C of E)

**6.2.3.3** Use the facility for the purpose of boat parking on completion of the Hardstand & Boat Register.

**6.2.3.4** Park a vehicle inside the perimeter of the facility except that such parking shall be limited to one vehicle per member.

**6.2.3.5** Launch or retrieve a boat at the facility, except by separate agreement with charges applied.

**6.2.3.6** Allow their accompanied guests to use the hardstand facilities.

**6.2.4** Road and beach access must be locked, when not in use.

**6.2.5** The foreshore committee shall have the right to affix a Hardstand Registration Tag to any boat, tender, dinghy, or jinker stored at the facility.

**6.2.5.1** This tag may list the owner's contact details and may be affixed to the jinker in preference to a boat and shall not be removed whilst the boat, tender, dinghy, or jinker is parked in the facility.

**6.2.6** Members are responsible for the tidiness and safety of their parking bay area (No built up of vegetation). Toxic or flammable chemicals (if



permitted) shall be kept safely, in small quantities only, in accordance with the prescriptions of local and state laws.

**6.2.7** On no account should any Member live at the hardstand be it on a boat, in a vehicle or any structure within the facility.

**6.2.8** Except when locked in the Open Position under the direction of the foreshore committee, perimeter gates shall be closed and locked by members after entering or exiting. No interference to the gate mechanism or sensor blocking allowed.

**6.2.9** Vehicles driven in the facility does not exceed 'walking pace'.

**6.2.10** Animals & birds are not to be brought into the facility.

**6.2.11** **INSURANCE** - Members parking boats and property at the facility shall ensure that they have Public Liability insurance of \$10m value. Proof of this insurance shall be submitted to the club's administration office at time of application for use of the facility and members agree to send updates of insurance renewal certificate each year.

It is further recommended to members that adequate insurance cover for loss or damage to their boat and property be in place as TCYC does not accept any liability for any loss or damage by any cause.

**6.2.12** Failure to pay membership or hardstand fees by their due date will result in the member being in default and the vessel being deemed abandoned and the club shall have the right to hold, seize and to dispose of vessel to recover monies owing in accordance with the conditions of use.

### **6.3 Boat Register**

**6.3.1** Any vessel listed on the Hardstand & Boat Register must be owned or part owned by the member nominated on the Hardstand & Boat Register form.

**6.3.2** No vessel shall be registered unless every person having an interest therein is a financial member of the Club.

**6.3.3** Any vessel or parking requirement listed on the Hardstand & Boat Register shall be renewed at the beginning of the club's financial year by the completion of any documentation required and full payment of fees due, HSP shall only be validated when all documentation required is signed and submitted.

**6.3.4** All boats shall be registered with DoT and clearly display this registration or with a recognised sailing authority.

**6.3.5** Yacht owners who use an assigned 'CR' sail number shall be entitled to use that assigned number in successive years provided they remain financial members of the club.

### **6.4 Slipway, Jinkers, Tractors, Winch (if applicable) and Other Facilities**

**6.4.1** Only Financial Voting members (subject to qualification) may use the slipway (ramp), jinkers, tractor, and other boat transfer or maintenance property of the Club. Members shall display a duty of care when using the launch/retrieval cable by having a spotter or by preventing persons from entering the area.

**6.4.2** It shall be the prerogative of the foreshore committee to refuse permission for a jinker to use the slipway or permission to use the club tractor, winch, or any other club equipment if he considers the intended actions to be unsafe or that the equipment is unsuitable for the task.

**6.4.3** All jinkers shall have a device fitted to lock the steering in a straight-

- ahead position.
- 6.4.4** Jinkers tow bars shall have some mechanism to hold them 150mm above ground level or be fitted with jockey wheels or skid bars.
- 6.4.5** Only operators with authorised documentation issued by the foreshore committee shall operate club equipment and/or tractors.
- 6.4.6** Members shall report any damaged equipment or unsafe conditions to the foreshore committee or his nominee who has the prerogative to limit the use and/or manner of use of any club equipment.
- 6.4.7** Members shall report any damaged equipment or unsafe condition to the foreshore committee or their nominee.
- 6.4.8** Any member wishing to have his boat slipped, or who requires the use of the tractor or other club equipment shall pay the appropriate fee. The fees shall be those set down from time to time by the COM.
- 6.4.9** Any member using the facility of the hardstand to an extent above normal use or over an extended period shall be charged for such use. Members wishing to make intensive or extended use of hardstand facilities shall apply to the foreshore committee for written approval from the COM and pay any extra charges determined.
- 6.4.10** Members shall abide by hardstand operating procedures and guidelines that are put in place from time to time by the club and foreshore committee.

**7. Code of Conduct at the Clubhouse, Hardstand, Rigging Areas and on the Water participating in Club Events**

- 7.1** Members must display respect to their fellow members, employees of the club, guests, and visitors in accordance with this code of conduct, the club's constitution, and the bylaws.
- 7.2** Members shall not engage in loud argumentative language, offensive or abusive language, dissent, conduct unbecoming, or actions which would bring the club into disrepute.
- 7.3** Members, employees, guests, and visitors are encouraged to enjoy the hospitality of the club environs without fear of acts of any form of discrimination, bullying, intimidation, racial vilification, or verbal abuse.
- 7.4** Members, employees, guests, and visitors will ensure that the comfort of other patrons is not unreasonably disturbed and not cause offence.
- 7.5** Members, guests and visitors when consuming alcohol, will do so responsibly, and will accept any staff, licensee, or committee person directive to amend their behaviour to discontinue their consumption of or the serving of alcohol, without complaint.
- 7.6** No Member shall take away from the Club premises any newspaper, book or any other article or property of the Club unless authorised.
- 7.7** No paper or notice, written or printed, shall be laid in or about (incl notice boards) on Club premises without the sanction of the COM or Club Manager.
- 7.8** **Social Media** –
- Any posting of material on social media by any party/parties, either directly or indirectly involved, in the form of comment or criticism towards TCYC and its officials, employees, members via any form of social media shall be considered as inappropriate behaviour and may result in the parties being required to explain their actions to the COM.
  - If the reviewing committee find that the incident has brought either TCYC

its, officials, employees or members into disrepute, then the parties instigating the breach in the club's social media policy may be subject to penalties in accordance with the constitution and will be subject to discipline by reprimand, suspension or expulsion.

## **8 Bylaws of the House**

### **8.1 Club Dress Code**

**8.1.1** Members and guests shall be suitably dressed for the occasion as prescribed by the current TCYC Dress Code for Flag Officers, Committee and Members.

**8.1.2** Regardless of dress code prescriptions, it shall be the prerogative of the duty officer, duty manager or senior staff member (at their discretion), to determine the appropriateness of dress as well as supervise the transition from casual to more formal dress requirements. (Depending on the circumstances prevailing at the time).

#### **8.1.3 Minimum Dress Standards-**

- Club Area Downstairs - Shirt or top, long trousers, shorts, slacks, skirts or dresses and footwear.
- Club Area Upstairs – Collared shirt, tops, long trousers, dress shorts, skirts, dresses, shoes, or dress sandals (No thongs) except when a theme event then in tone with the theme.

**General Prohibitions** – The following are not permitted in the clubhouse.

- Coveralls/overalls.
- Work dress that is dusty, dirty, soiled, torn or paint/oil splattered.
- Hi-Viz work clothing after 6.00pm
- Steel capped boots.
- Bathers except on sailing days. (See below)
- Singlets/tank tops. (women's thin shoulder strap tops are not tank tops)
- Avoid tracking sand into the Clubhouse or wet sailing gear except through wet entry door direct to shower/toilets.
- Refrain from using mobile phones in members bar area, please go to a secluded area or outside if necessary.
- Hats – not permitted to be worn in clubhouse.
- Bare feet (except on sailing days – see below)
- **Sailing Days** -Sailing clothing and bare feet are permitted until 6.00pm.

### **8.2 Club Regalia Dress Code – Detailed in Club Documents.**

### **8.3 Guests**

**8.3.1** Members shall not sponsor a guest for whom any of the following is applicable.

**8.3.1.1** The person is known to be an unsuccessful candidate for admission to the club.

**8.3.1.2** The person has been struck from membership of the club in the immediate past five-year period for non-payment of subscriptions or other monies owed.

**8.3.1.3** The person has been a casual guest at the club on **five (5)** occasions over the preceding twelve-month period.

- 8.3.1.4 A person who has had their membership terminated because of disciplinary action is not permitted on TCYC premises (clubhouse or hardstand)
- 8.3.2 **Casual Guests (5 or less guests must be signed in)** (Section 48.2.a.i)
- 8.3.2.1 Members may entertain up to five guests by recording the names and details of each guest and the member sponsoring the guest in the Club Visitors' Book on each occasion of a visit by that guest. The guest is to take the removable guest sign in slip and present it for service or when requested.
- 8.3.2.2 A guest may not be supplied with any liquor except at the invitation and in the company of a member.
- 8.3.2.3 Member shall be responsible for the conduct of their sponsored guests and be present for the duration of guest's visit.
- 8.3.2.4 The Club Manager, Licensee, Duty Manager, Duty Officer, or COM member shall have the right to object to the presence of any guest whom they may consider to be undesirable.
- 8.3.3 **Function/Event and other bookings** (Guests not required to sign in providing a member has pre-booked and it is documented)
- 8.3.3.1 Members wishing to entertain more than five guests shall pre-book the function/event/other booking with the Club.
- 8.3.3.2 Guests attending a club or a member function/event.
- 8.3.3.3 Guests are to advise their function or member details should it be requested when obtaining service or when requested.
- 8.3.4 **The Liquor Control Act** section 48(2) (a) (ii) authorises the sale, during permitted hours, of liquor to a member and to guests of that member in the company of that member, ancillary to a meal supplied at the Club or on behalf of the Club, to a member and to each of the guests of that member (without limitation as to number), being guests of whose attendance prior notice was given to the Club in accordance with bylaws approved. Such approval will only be granted by the Club after adequate prior notice.

8.4 **Fund Raising, Grants and Sponsorship – Detailed in Club Documents.**

8.5 **Other Bylaws of the House**

8.5.1 **Under 18 years of age**

8.5.1.1 Members shall ensure that under 18yo are under the supervision of a parent or guardian.

8.5.1.2 Members shall ensure that under 18yo are not permitted on the tiled area at the perimeter of the bar except that Junior Members may approach the downstairs bar at the galley end for non-alcoholic drinks and snacks.

8.5.1.3 Non-Members under 18 years of age may not approach the bar, and all their requirements must be purchased by their guardian.

8.5.2 **Pets**

8.5.2.1 No pets shall be allowed inside the Clubhouse.

8.5.2.2 Pets may be brought to the outside areas of the Club, except when food is being served, only with the approval of the Duty Manager, provided they are always leashed in the case of dogs and under the supervision of their owners.

8.5.2.3 Assistance animals are permitted subject to regulations.

8.5.3 **Members Car Park** – The club has a 50bay car park in Val St which

has an operating procedure controlled by administration staff.

The Car Park is available to the following as detailed in Car Park procedure:

- Members who have a key card that operates the drop boom gate for entry.
- Key cards (require payment of key card deposit) are available from the office ONLY to members (17 years old and over) during office hours.
- Members and their guests who are attending a pre-booked club function.
- Key card deposits are refundable should a member resign or no longer require it, they shall request it at time of return of serviceable card. Deposit shall be forfeited after 6 months from membership termination.
- Visitors attending a club recognised event or sailing event.
- Casual guests, non-members and the general public are encouraged to utilise street parking which is under the control of the local council.

**8.5.4 Smoking Restrictions** – The Cruising Yacht Club is a non-smoking venue with no smoking (including E-cigarettes) within the premises or within 7 metres of any entry/exit doors.

**Burgee Room** – Is a no smoking area including the balcony.

The club reserves the right to apply a penalty or deduct an amount from any bond paid to the club.

No smoking signs if in place are not to be interfered with by any member or guest.

## 9. **Flag Protocol**

### 9.2 **General Requirements for Club Flags (Ensign, Burgee, or Pennant)**

**9.2.1** The Club Flag shall be blue with a red cross superimposed on a white cross, (St. George's Cross) with a golden dolphin in the upper canton.

**9.2.2** The Ensign or Pennant of one Club may never be flown with the Burgee or Pennant of another.

**9.2.3** All Members are expected to observe the established customs of the sea in flying flags and ensigns.

**9.2.4** Club Pennants and Flag Officers' Flags may be flown continuously day and night when the yacht is under sail or under way. There is, however, no objection to hauling the Ensign and Flags down during the hours of darkness.

**9.2.5** In harbour, the Club Pennant should be flown between 0800 hours and sunset.

**9.2.6** Racing or Distinguishing Flags should be flown before, during, and not more than a short time after the completion of a race.

**9.2.7** If a yacht retires from a race, the Racing or Distinguishing Flags should be lowered as soon as practicable.

**9.2.8** The flag of a Flag Officer should be flown continuously by day and by night in harbour.

### 9.3 **National Flag**

**9.3.1** The National flag shall be flown in accordance with Flag Protocol as prescribed by the Australian Government.

**9.3.2** In addition to the flying of the National Flag at half mast on such occasions as Anzac Day in accordance with Australian Government Flag Protocol, the National Flag may be flown at half mast on the day of a member's funeral, or an occasion of mourning as directed by the Commodore or Vice-Commodore.

