



## Royal North of Ireland Yacht Club

### Rules and charges for the use of RNIYC Property for the Storage of Boats and Trailers

#### 1. Yard Facilities

The Yard facilities and services of the Royal North of Ireland Yacht Club (the Club) are provided for use:

- 1.1. By Club Members for the hauling out, laying up, maintenance and launching of their boats subject to the provisions of these rules, and the Club rules.
- 1.2. For the temporary storage of boats by visiting sailors participating in organised Club sailing events for the period of the event or as agreed by the Club Committee.
- 1.3. By the Club for the provision of facilities for organised events and Club activities.

#### 2 Definitions:

2.1	Boat	Any vessel of any class, shape or size brought onto Club property by any member or visitor to the Club.
2.2	Length	The overall length (LOA) of the boat or a boat's trailer will be measured from bow to stern along the centre line of the boat or trailer. Measurements will be taken in feet.
2.3	Yards	Any area of Club property available for the storage of boats.
2.4	Captain	The Officer elected to this position within the Main Committee.
2.5	Committee	The Sailing and Yard Committee.
2.6	Yard Manager	The permanent employee charged with the management of the Yards.
2.7	Extenuating Circumstances	Any reasonable unforeseen and/or unavoidable circumstance that prevents a boat from being afloat.
2.8	Winter Months	1 October to 30 April inclusive.
2.9	Summer Month	1 May to 30 September inclusive.

#### 3. Storage of Boats and Trailers

- 3.1. Members will treat the Yards, its equipment and property as well as other boats and their owners with respect and consideration at all times. Implicit in this rule is an acceptance of the need to leave their boats and the Yards in a tidy condition, respecting designated bays and restricted areas within the Yards.

- 3.2. Dinghies may be laid up only in specified racks / bays of the Yards (where applicable to that class of boat) as designated by the Captain / Yard Manager and may be moved on the instruction of the Captain / Yard Manager to accommodate the reasonable requirements of the Club.
- 3.3. Keel Boats and Cruisers will be hauled out and launched by the appropriate means at times agreed by prior arrangement with the Captain / Yard Manager and will be laid up in positions as determined by the Captain / Yard Manager.
- 3.4. Dinghies and Keel Boats may be moved within and between the Yards as required and without the express permission of the owner and on the instruction of the Captain / Yard Manager to accommodate the reasonable requirements of the Club. Cruisers must be held on a serviceable trailer in order that they may be moved within the Yards provided always that reasonable efforts have been made to obtain the owners' agreement.
- 3.5. Subject to Clause 4 (below), no Cruiser or Keel Boat shall be laid up in the Yards during the Summer Months.
- 3.6. Boats, trailers or other equipment left on the Club's property for more than 12 months and not claimed by their owners may be disposed of by the Club by whatever means appropriate to recover costs or create space. Every reasonable effort will be made by the Club to identify and make contact with the owner before such action. The Club may recover costs associated with these actions from the owner.

#### **4. Extenuating Circumstances**

- 4.1. There may occasionally be extenuating circumstances during the summer months when Cruisers or Keel Boats need use of the Yards. As soon as reasonably practicable upon emergence of such circumstance, the Boat owner shall apply in writing to the Captain / Yard Manager stating the precise nature of the circumstance; what action is being taken to remedy it; and the maximum duration of stay in the Yards.
- 4.2. If the Captain / Yard Manager refer a decision relating to extenuating circumstances to the Committee, it may, at its discretion, establish a different rate of charge pertaining to this. The Captain / Yard Manager will be responsible for ensuring compliance by Members to any conditions applying in such circumstances.
- 4.3. Each case of extenuating circumstances will be considered on its own merits.

#### **5. Trailers**

- 5.1. Subject to Clause 4, road legal trailers may be stored in the bay allocated to them by the Captain / Yard Manager in the Yards. The Captain / Yard Manager may authorise the removal of trailers (at the owners risk) to the field to the rear of the Clubhouse when circumstances may require that action (e.g. Regatta & Sailing Events).
- 5.2. Non road-legal trailers must be in a condition, as judged by the Captain / Yard Manager, that they can be safely moved as required. The Captain / Yard Manager may authorise the movement within the Yards by the Club of such trailers to accommodate the reasonable requirements of the Club. Where possible trailer arms should be detachable to minimise space required for trailer storage.
- 5.3. Where a member wishes to store a trailer in the Yards which does not have an associated boat (i.e. that trailer is not used for the launch and recovery of a boat within a 12 month period), that member must apply in writing to the Captain / Yard Manager and may be subject to charges for the storage of that trailer.

## **6. Services**

- 6.1. The Club will provide electricity and water for use by authorised users of the Yards. The Club requires users to ensure that such services are used safely and in moderation and to ensure that taps and switches are turned off after use.
- 6.2. The extended, continuous use of electricity to power dehumidifiers, heaters etc is permitted only by authorisation of the Captain / Yard Manager and metering / charges may be installed / levied as determined by the Sailing Sub Committee.

## **7. Health, Safety and Security**

- 7.1. The Committee will be responsible for determining, notifying and regulating the standards of safety and good order of the Yards and Yard services.
- 7.2. Individuals using the Yards are responsible for their compliance with all aspects of Club's Health and Safety Policy (available in the Yard Manager's Office) and associated notices within the Yards. Individuals using the Yards are also responsible for their own personal safety and for ensuring the safety and security of their boat and any personal or club equipment used by them during the period of their stay in the Yards.
- 7.3. For the protection and security of all boats and people in the Yards, ladders must be securely locked in sheds. Unsecured ladders will be removed from the Yards. Individuals using ladders do so entirely at their own risk.
- 7.4. Moveable items including but not restricted to trailers, trolleys, spars, punts, ladders must be identified / labelled with the name of the owner and / or the boat. Unidentified items will be removed and disposed of.
- 7.5. Boat owners or their agents shall exercise due care and attention when using any equipment, chemicals, paints or treatments that could cause damage to other persons, their property or to other Boats using the Yards. Boat owners or their agents will be responsible for removing and safely disposing of any waste materials, containers or other debris used by them for the purpose of affecting work / repairs to their boats. Any spillages must be immediately reported to the captain / Yard Manager and contained / cleared up using the appropriate kit.
- 7.6. Boat owners or their agents using the Yards shall have due regard to the rights of the Club's neighbours to the quiet enjoyment of their private homes and shall not cause or allow to be caused noise that can reasonably be avoided, or any unsightly visual impact, or untidiness or litter.

## **8. Insurance and Liability**

- 8.1. Boat owners using the Yards are responsible for ensuring that they have adequate, appropriate and current Third Party Liability insurance their boat, trailer and associated equipment throughout the period of use of the Yards. The Committee will require evidence of current insurance cover.
- 8.2. The Club accepts no liability for damage or loss to boats, dinghies, trailers or other equipment stored in the Yards or Club property.

## **9. Moorings**

- 9.1. Boats kept on moorings during the 'sailing season' may be subject to a fee (to be determined annually by the Committee) covering the cost of laying and

lifting the mooring by the Club. Members who own permanent moorings which are serviced using Club equipment may be subject to an annual charge per mooring per season (to be determined annually by the Committee). Any additional mooring required by a member may be subject to an additional fee.

- 9.2. The use of Club moorings may be charged at a weekly rate (determined annually by the Committee) regardless of the vessel type moored. Authorised visitors to the Club will not be subject to any charge provided the stay does not exceed 7 days.

## **10. Fees and Charges**

- 10.1. Yard charges will apply to all vessels stored on Club premises between 1 October and 30 April. This period is to be called 'winter season'. The Committee reserves the right to identify specific classes of vessel being used in a competitive or training capacity inside this season for the consideration of exemption of these charges for an additional specific period of time.
- 10.2. Any member wishing to store their vessel ashore over the winter season must register their intent by completing an application form. Failure to complete this application form may result in punitive charges being applied.
- 10.3. Yard charges will not normally be levied against any vessel stored on the Club premises between 1 May and 30 September. This period is to be called the 'sailing season'. However, the Committee reserves the right to levy either charges or punitive charges against any vessel deemed to have been abandoned – either through the failure of the owner to use the vessel without good reason, or through protracted storage ashore without good reason. These charges will be levied by the Committee.
- 10.4. Sailing Season charges and / or punitive charges will not be applied without a formal written warning being issued to the owner of the vessel, notifying them of the Committee being alerted to potential abandonment, and giving them a period of not less than 7 days and not more than 14 days to rectify the situation or report their inability to comply, along with reasons, to the Committee prior to punitive charges being applied. Owners must comply with any reasonable request made by the Committee to temporarily move / relocate their vessel. Failure to do so may result in punitive charges being applied.
- 10.5. Yard charges will be levied against vessels during the 'winter season' as described above. Yard charges will be invoiced, and must be paid within 30 days of the issue of that invoice. Any monies outstanding after that time WILL be subject to a surcharge of 25% of the total boat charge, the minimum surcharge amount being £20. Charges will be applied at £0.30p per foot per week, calculated against the vessels LOA.
- 10.6. Punitive charges, determined initially by the Committee, will be charged at £2.50 per foot against the vessels LOA.
- 10.7. Any boat acting as an official vessel for an open, organised Club event will receive a 20% reduction in their yard charges per event up to a maximum of 60%.

## **11. Discipline and Appeal**

- 11.1. Decisions by the Committee including breaches of these rules and/or payment issues will, where appropriate, be referred to the Main Committee for ratification.