

# By-Laws

of

## Cruising Yacht Club of Australia

ACN 000 116 423

These BY-LAWS have been compiled by the BOARD under the authority of the ARTICLES OF ASSOCIATION of the CRUISING YACHT CLUB OF AUSTRALIA - Article 72(m).

### Section 1 – General By-Laws\*

**This document – Section 1- contains the General By-Laws.**

#### Preliminary \*

Words and headings in these By-Laws have the same meaning as words and headings of the Constitution of the CYCA.

**Company** means the **Cruising Yacht Club of Australia** (CYCA).

**Constitution** of the CYCA means the Rules, By-Laws, and any other document forming the Constitution of the CYCA, and including the Memorandum and Articles of Association of the Company.

[\*Section heading and Preliminary Note inserted on 6 May 2010]

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 Directors who are elected annually by the members.

Unless otherwise decided by the Board the detailed management of affairs shall be conducted by;

- (a) A Management Committee consisting of -

The Commodore

Rear Commodore

Treasurer

General Manager / Secretary

- (b) A Sailing Committee consisting of a Director or Directors, one of whom shall be Chairman, appointed by the Board, and other such members as nominated by the Chairman.

- (c) A Publications Committee consisting of a Board member as Chairman and such Directors as appointed by the Board and such other members as invited by the Chairman.
- (d) A House Functions Committee consisting of a Board member as Chairman plus co-opted members.

All Flag Officers are ex-officio members of each committee.

- (e) The Chairman of each committee is the only Director empowered with any executive authority. Such executive authority shall be exercised through the General Manager only, and no Director will, except in unusual circumstances, give directions to the Club staff or employees. The Vice Commodore, as Chairman of the Sailing Committee, will through the General Manager instruct the Sailing Secretary or directly if necessary.

The Chairman of each Committee and sub-committee will report to the full Board at each monthly meeting.

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.
3. **Honorary Members.** Persons visiting Sydney whose place of residence is not within a radius of one hundred (100) km from Sydney may be admitted as Honorary members for a period not exceeding one (1) month. Honorary membership cards will be issued to such honorary members and must be produced when required by any of the Club officers.
4. **Visitors.** All ordinary, life, associate members and junior members, aged 18 years and over are entitled to introduce bona fide acquaintances as Visitors to the Club subject to the following provisos;
  - (a) The member upon arrival at the Club House shall enter the Visitor's name and full residential address or Club in the Visitor's book and shall sign his own name and membership number beside such entry.
  - (b) The member shall be responsible for the conduct and dress of all Visitor's introduced by him.
  - (c) The member who has introduced a Visitor to the Club must not leave the premises while the Visitor remains.
  - (d) A member introducing a Visitor to the Club should introduce such Visitor to the Secretary, a Flag Officer or a Director as soon as convenient after arrival.
  - (e) No visitor shall be supplied with liquor on the Club premises unless in the Company and on the invitation of a member.
  - (f) 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 his appointed delegate from time to time.

The granting of such approval to be a discretionary matter for the Flag Officer.

5. **Conduct.** Members and visitors upon the Club premises must conduct themselves in a gentlemanly 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 General Manager, Secretary, House Manager or any Director of the Club and if requested by such General Manager, House Manager, Secretary or Director to leave the Club premises must do so immediately. Persons so ordered will NOT use the premises until dealt with under Article 33. In no circumstances shall any member enter the Bar, Kitchen or Store Room.

6. **The Serving of Liquor.**

- (a) Intoxicating liquor will not be served in any part of the Club premises other than those parts known as the Bar, the Lounge and the Dining Room and hereinafter referred to as "The Licensed Premises".
- (b) Junior members, Associate members and visitors under the age of 18 year are not permitted in the Licensed Premises and shall not be served with intoxicating liquor on any part of the Club premises, except that persons under the age of 18 years may use the Dining Room for the purpose of dining only and in the company of an adult but shall not be served with intoxicating liquor.
- (c) Junior members, Associate members and visitors between the ages of 18 and 21 years may be served with alcoholic liquor but are not permitted to play poker machines.
- (d) Any member who brings any person under the age of 18 years into the Licensed premises other than for the purpose of dining or permits any person under the age of 21 years and introduced by him to play a poker machine shall be deemed to be guilty of misconduct pursuant to Article 33.
- (e) No person shall remove intoxicating liquor from the Club premises other than at normal public-trading hours. If in the opinion of the General Manager, House Manager, Secretary, Director or the Senior Steward any member or visitor is under the influence of intoxicating liquor to such an extent as to cause annoyance to other persons on the premises such member or visitor shall not be served further with intoxicating liquor and if requested to do so by any such General Manager, House Manager, Secretary, Director or Senior Steward shall leave the Club premises immediately.
- (e) The licensed area of the Club designated as the "Members Bar" is reserved strictly and exclusively for the use of members, and in accordance with the provisions of By-Law 4, the Guests of Members.

(f) Temporary members other than members of affiliated yacht clubs are not permitted in the "Members Bar" except on race days when the races are conducted by the CYCA.

(g) No Liquor shall be brought into or consumed in the designated licensed area of the club unless it has been purchased from the Bar of the Club.

By way of explanatory note, this by law prohibits club members and guests using the club as a BYO establishment.

7. **Business Activity.** No member shall carry on his profession trade or business on the Club premises or use the premises by advertisement or otherwise as a business address or use the same as a place for meeting applicants for employment.
8. Members and visitors must not interfere with the piano, or other Club facilities without the permission of the General Manager, Secretary, House Manager or Board member.
9. **Club Premises - Property - Decorations.** Photos Plaques Trophies Notices or any form of decoration will NOT be placed or written on any floor table bench or wall of the Clubhouse without the prior permission of the General Manager.
10. **Storage and Work.** The passageways paths and stairways of the premises and the marina must be kept clear and no member shall use any part of the premises other than his own locker for the storing of goods equipment or material. No member shall use any part of the Club premises other than the slipyard and shall not use the slipyard or slipway for such purpose unless he can do so without hampering the employees or function of the Club and without inconveniencing any other member.
11. **Parking of Vehicles.** Authorised parking shall be determined from time to time by the Board. Generally, parking for a purpose other than Club related activity shall not be regarded as authorised parking. Members may be requested to show cause why their parking privileges should not be withdrawn for unauthorised parking.
12. **Gambling.** Unauthorised gambling is NOT permitted on Club premises.
13. **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.
14. **Damage to Property.** Any member or any member the guest of whom causes damage to the Club premises or any Club property shall be responsible to the Club for the cost of repairing such damage.
15. Any complaint regarding any employee of the Club shall be made to the General Manager and no member shall personally reprimand any employee of the Club.

16. **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), First Floor Lounges ("Freya Room" & "Morna Room")**

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

The following is not permitted at any time.

Bare feet  
Sailing Headwear or caps  
Singlets  
Scuff 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

**(c) Ground Floor ("Blue Water Grill") Restaurant**

The following is not permitted at any time

Bare feet  
Sailing attire, headwear or caps  
Singlets  
Scuff Thongs  
Swimwear  
Training or fitness apparel  
Untidy or damp clothing or footwear  
Work shorts

**Despite anything to the contrary in this By-Law 16**

- (a) Thongs of all types and worn by either ladies or gentlemen are permitted in all downstairs areas of the Club. Thongs will not be permitted after 5.00pm in the Blue Water Grille.
- (b) Thongs are **not** permitted upstairs with the exception of "dress thongs" for ladies. For designated sailing functions, thongs will be permitted in the Morna and Freya rooms.

- (c) 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 things are unsuitable. In this regard the Manager's or CEO's decision is final.

**17. Uniform.**

- (a) Official uniform of the CYCA is; recognised yachting jacket worn with grey slacks, black shoes, white shirt and Club tie uncovered cap with Club badge.
- (b) Club Blazer is; 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.

18. Any member wishing to make any suggestions as to the conduct of Club affairs or register any complaint regarding the way the Club's affairs are conducted should make such submissions in writing to the Commodore.

19. Spare.

20. Spare.

**21. 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 21(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 he or she has not relied in any way on CYCA's skill and judgement and has satisfied himself or herself 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 seven 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 his or her own mooring lines and warps, subject to CYCA Berthing Line Policy available from the Marina Administrator, and to moor the vessel in a seamanlike fashion.
- (viii) All boats occupying a CYCA berth shall be listed on the Club's Registry of Yachts 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, unless CYCA approves a longer period.
- (xiii) The Berth may only be used by a vessel engaged in non-commercial, recreational purposes.

**(b) Insurance and releases and indemnities**

Insurance

- (i) The Licensee must maintain insurance with a reputable insurer:
  - A. for the Vessel and it's 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 it's equipment, in an amount not less than \$10,000,000,

and, if CYCA ask, provide copies of all policies of insurance and receipts for premiums.

#### Releases and Indemnities

- (ii) You 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 his/her 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 him/herself as to these matters;
  - (B) to the extent permitted by law, all warranties and conditions implied by law are negative 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 21(a)(xi);
  - (C) any work carried out on the Vessel under clause 21(g);
  - (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, calculated on the overall length of the Vessel including bowsprits, davits or any overhanging obstructions. 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 21(a)(xiii) 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 three 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 21(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 displayed on any vessel occupying a marina berth, hardstand or mooring shall be restricted to that permitted or prescribed from time to time by the Board of CYCA. If no Board regulation applies, then any relevant rule by whatever governing body covers the IRC Division of the Sydney-Hobart Race, will pertain.
- (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) No more than one advertising or sponsorship flag may be flown by any such vessel and such flag shall not exceed the dimensions of 2m x 1.5m.

**(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 craft or on any jetty.
- (v) The Licensee must not store any sails, dinghies or equipment on the Marina otherwise than during the Vessel 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 5 days 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 that are left on or about the Marina shall be at the owner's sole risk and CYCA has no responsibility for its safe keeping. 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.
- (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 his or her 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.
- (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 remove 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) Whilst the Vessel is in the Berth, no person may live on board the Vessel or permit any other person to live on board the Vessel for a continuous period exceeding the period specified by CYCA from time to time.
- (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.
- (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.

**(g) Our rights**

CYCA may by its employees and agents at any time carry out works on the Marina or board the Vessel and carry out at the Licensee's cost and risk any work if CYCA reasonably considers it is necessary to do so for the safety of the Vessel or any other vessel or the Marina.

**(h) 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.

**(i) 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 his/her 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 vessel will only be approved by the Club 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.

**(j) 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 his/her 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 vessel will only be approved by the Club 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.

**(k) Succession**

- (i) Where a member dies and he/she is 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 his 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 he/she is 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.



**(I) Definitions**

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

Defined Term	Meaning
Berth	<ol style="list-style-type: none"> <li>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.</li> <li>2. Where the member is casually occupying a berth, mooring or hardstand, then that place.</li> <li>3. It includes any other berth or place within the Marina which may be occupied by the Vessel from time to time.</li> </ol>
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"> <li>1. The person or persons who have entered into a Licence with CYCA for the Berth; or</li> <li>2. A member whose vessel is occupying a berth, mooring or hardstand on a casual basis.</li> </ol>
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.

**22. Service Charge**

That 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 the 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.

**23. Private Functions**

All areas of the Clubhouse designated to any member for use for private functions shall be for the exclusive use of that member and invited guests.

No member shall intrude upon, join or enter into any such function except by express permission or invitation by the member.