



Amendment to the Club's Bye-Laws

**Inclusion of additional paragraph 8.8, as
approved by the General Committee
dated 30th August 2012.**

Date of Post: 12th September 2012

8. SALE OF CRAFT

8.1 The Club shall have no obligation whatsoever to transfer any Club marine facility from one Member to another Member upon the sale of a boat that occupies either a Club Swing Mooring, Pontoon Berth or Hardstanding.

8.2 Sale of the whole interest in a boat to a Club Member:

The Club is to be notified in writing within seven days of a change of ownership. If the vendor does not wish to retain the marine facility for another vessel then, SUBJECT ALWAYS TO BYE-LAW 8.1, the new owner may be allocated the marine facility, in question, subject to the relevant Bye-laws being satisfied.

8.3 Sale of a Part Share to a non-member:

When any non-member acquires a share in a Member's craft, the Member shall notify the Club in writing within seven days and submit, within two weeks of the sale, an application for Club Membership duly proposed and seconded in respect of the new part owner. Until elected or otherwise, the non-member will only be entitled to the privileges of a guest as stated in these Bye-laws.

8.4 Sale of the entire interest in a boat to a non-member:

Members selling any craft on a Club Swing Mooring, Pontoon Berth or Hardstanding are responsible for notifying the Club within seven days of the sale and ensuring that the craft is removed from the marine facility within two weeks of the transfer of ownership. If the craft is not removed within the two week period the General Committee may take whatever action it considers necessary and any expenses so incurred will be charged to the Member(s) concerned.

8.5 Subject to Bye-law 10.2 of this Section, no Club marine facility, will be allocated to a non-member, whether on the membership waiting list or otherwise, provided that where there is a vacated Club marine facility and no member has accepted an offer to have the facility allocated to them, the Club Operations Committee may approve the temporary letting of such facilities to a non-member for a short term hire (not to exceed three months without further specific approval of the Club Operations Committee) at a rate that is the same percentage margin above Members Rates as the Club charges non- members for the use of its other marine facilities.

8.6 Subject to Bye-laws 8.1, 8.2, 8.4, 9.1 and 10.2, and to the purchaser otherwise satisfying the requirements for being granted membership by the Club, where a Member has sold a boat and the purchaser wishes to occupy the marine facility, which was occupied by the vendor the following shall apply:

(a) if the purchaser is a non-member and the boat remains on the Club marine facility, then vis-à-vis the Club, the Member vendor shall remain responsible for all charges and responsibilities of the owner with respect to the boat as though it remained in their ownership including the responsibility for removing the boat from the Club's premises in the event the purchaser's application to join the Club is rejected, the non-member purchaser shall apply for Membership within 14 days of the date of purchase. If the Purchaser is an Absent Member they shall reactivate their Membership within 14 days from the date of purchase; and,

(b) the non-member purchaser shall if called upon to do so satisfy the General Committee that the purchase price for the boat contains no element of a price paid to obtain the Club marine facility to circumvent the waiting list for that marine facility; and

(c) the purchaser shall not be permitted to place another boat on that Club marine facility for a period of 12 months from the date of the purchase of the boat without first having satisfied the General Committee that the original transaction was not made with the intention of securing a Club marine facility for the replacement boat and by so doing circumventing the relevant waiting list.

8.7 Where the purchaser of a Member's boat is not a member of the Club, and their application for membership is rejected by the Club, for any reason, the Member who sold them the boat shall be responsible for removing the boat from the Club's marine facility in accordance with By-law 8.4, provided that the period allowed for removal of the boat from the Club shall be extended

8.8 SUBJECT ALWAYS TO ALL BYE-LAWS being satisfied in Section 8; a Member that has leased a Club Swing Mooring, Marina Berth or Hardstanding before the implementation of "Non Grandfathering Rights" of marine facilities on 1st May 2009, can request in writing to the General Committee to transfer the marine facility onto another Member or non-member upon the sale of their boat. All Members who have entered into a marine facility rental agreement after this date will not be entitled to transfer the marine facility. Members who have entered into marine facility rental agreements prior to 1st May 2009, when relocating from a Marina Berth to a Swing Mooring or vice versa will not lose their "Grandfathering Rights".