



HEBE HAVEN YACHT CLUB
白沙灣遊艇會

Alterations to Bye-laws. April 2014.

Dear Members,

The General Committee has approved the following alterations to the bye-laws at its last meeting. Please see the wording of the previous bye-laws on the attached sheet. Thank you.

HHYC Management.

Wording of alterations to bye-laws.

Powers of the General Committee

“Members are reminded that in the event that any Member is found by the General Committee to be in breach of any Bye-law the General Committee may, pursuant to Articles 18, 20 and 21 of the Club’s Articles of Association, expel the Member or suspend the Member from the use of the Club’s premises and all privileges for a period not exceeding six months.” Suspended members are still required to pay the Monthly Subscription and Building Levy though are not liable for the Minimum food and beverage charge.

1. The hours of opening of the Restaurant and Garden Bar Food and Beverage outlets are decided by the Club Management and are published on the Club notice board and website. A prominent notice setting out the opening hours is displayed in the area of the main bar and on the Club website.

Wording of previous bye-laws.

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1. The hours of opening of the Restaurant, Garden and Bosun’s Bar Food and Beverage outlets are decided by the General Committee and are published on the Club notice boards. A prominent notice setting out the opening hours is displayed in the area of the main bar and in the Club newsletter.

2.

2.1 Operation of Food and Beverage outlets outside the published hours must be prearranged through the General Manager or the Food and Beverage Manager and will only be approved as an advance booking for a specific function.

2.2 Members intending to use the Club Facilities for a private event shall sign and event booking form and shall pay a deposit to the Club, prior to the event date, to secure the venue. The final payment shall be settled on the date of the event with a Member's signed chit.

9. Guests must always be accompanied by a Member while on the Club premises. The Member is responsible to see that the guest's name is entered in the Visitors' Book at the entrance guard house's, on the day of the visit. The only exception to this rule is on official race days for visiting skippers and crews and for social events for which prior booking is required. The General Committee may authorize members of other yacht and sailing clubs to sign chits for recovery from their home clubs. Otherwise, guests may only purchase bar items using the purchase coupons sold at the bar or using the Octopus system and are not permitted to sign chits on behalf of Members. Members of clubs with reciprocal rights shall not be required to enter their names into the Visitor's Book.

10.

10.1 Not more than four guests per Member are permitted on any Public Holiday, Saturday or Sunday in the restaurant, balcony and bar. . A Member is only entitled to introduce such guests to the Club twice in any one month.

15. Items purchased from the Club are not returnable. Only food and drink purchased in the Club may be consumed on Club premises. BBQ food should

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9. Guests must always be accompanied by a Member while on the Club premises. The Member is responsible to see that the guest's name is entered in the Visitors' Book (kept in the main bar) on the day of the visit. The only exception to this rule is on official race days for visiting skippers and crews and for social events for which prior booking is required. The General Committee may authorize members of other yacht and sailing clubs to sign chits for recovery from their home clubs. Otherwise, guests may only purchase bar items using the purchase coupons sold at the bar or using the Octopus system and are not permitted to sign chits on behalf of Members. Members of clubs with reciprocal rights shall not be required to enter their names into the Visitor's Book.

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15. Items purchased from the Club are not returnable. Only food and drink purchased in the Club may be consumed on Club premises. BBQ food should

only be consumed in the BBQ area and must not be consumed in the restaurant. Food and beverages purchased as Ship's Stores may not be consumed in the Club House, Balcony and Garden Bar.

17.

17.4 In the event that a Member's Autopay Arrangement is cancelled (other than to enable the Member to change the bank holding their Autopay Arrangement or for some other such reason which cancellation has been previously notified to the Club.) without the Member obtaining the approval of the General Committee pursuant to Bye-law 17.3 to substitute a Deposit Arrangement for an Autopay Arrangement, the Member's food and beverage privileges shall be suspended so soon as the Club discovers the Autopay Arrangement has been cancelled, and shall remain suspended until either:-

(i) The Autopay Arrangement has been reinstated; or, the General Committee approves a Deposit Arrangement for that Member and the amount of the deposit approved by the General Committee has been received by the Club.

(ii) The General Committee approves a Deposit Arrangement for that Member and the amount of the deposit approved by the General Committee has been received by the Club.

(iii) Suspended members are still required to pay the Monthly Subscription and Building Levy though are not liable for the minimum food and beverage charge.

17.6 In the event that a Member who maintains a Deposit Arrangement in lieu of an Autopay Arrangement fails to pay any monthly bill by the 1st day of the month following the due payment date, the Member's food and beverage privileges shall be suspended until such time as the deposit is replenished by payment of any arrears. Suspended members are still required to pay the Monthly Subscription and Building Levy though are not liable for the Minimum

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food and beverage charge.

18. Members are responsible for notifying the Membership Executive of any change of address.

19. Except as a service to members on a marine facility the use of Club premises or facilities for any form of commercial activity by any person is a breach of the terms and conditions of the Club's title and is absolutely prohibited.

24. Only items for sale by Members may be advertised on the Club notice board, for a maximum period of three months. Advertisements should be handed in to the Club office. Members will be charged a standard fee.

25. On the first day of Lunar New Year the Clubhouse will be closed. There will be a limited service on the second and third day of the Lunar New Year. Boats stored in the boat racks may be kept on the pontoons with the consent of the Marine Manager over the Lunar New Year period.

In addition to the above changes to existing bye-laws the following bye-laws be added.

31. CCTV is in operation in the Club area.

32. Members who the General Committee have deemed to be not in good standing shall be advised so by the Honorary General Secretary.

33. Cadet Members are not allowed to invite guests to the Club except for their immediate family members or guardians. Cadet members may purchase F&B items for themselves, or for immediate family members or guardians, only

18. Members are responsible for notifying the General Manager of any change of address.

19. The use of Club premises or facilities for any form of commercial activity by any person is a breach of the terms and conditions of the Club's title and is absolutely prohibited.

24. Only Member's yachting or boating items for sale may be advertised on the Club notice board for a maximum period of three months. Advertisements should be handed in to the Club office. Members will be charged a standard fee.

25. The Clubhouse may, at the discretion of the General Committee, be closed on Christmas Day. At Lunar New Year there will be no full time staff on duty and the Club facilities will be manned subject to the availability of volunteers. Boats stored in the boat racks may be removed and kept on the pontoons with the consent of the Marine Manager over the Lunar New Year period.

in the Garden Bar. If the Garden Bar is closed the balcony or restaurant may be used if space is available.

2. APPLICATION FOR ALL MARINE FACILITIES

2.1 An application must be made to the Club on the appropriate form which is available from the Marine Office. Only Group Community, Senior Associate and Full Members may apply for a marine facility, except for dinghy slots.

3. ALLOCATION

3.1 Allocation of Swing Moorings, Pontoon Berths and Hardstanding will be made on a first come first served basis. Waiting lists will be maintained for each size and type of Club marine facility. Only active Members will be allowed to place their names on the waiting list. Absent Members names will be removed from all waiting lists.

3.4 No Member shall occupy more than one Swing Mooring or Pontoon Berth plus one boat rack or Hardstanding space for a craft longer than 10 feet plus one space in each other Hardstanding category without the express consent of the General Committee. For the avoidance of doubt a Member having any legal or beneficial interest in a craft that occupies a Club Swing Mooring shall be deemed to occupy such mooring. Where a Member has not satisfied the Marine Manager or the Officers of the Club in terms of Bye-law 2.2 (b) of this Section any Swing Mooring in excess of those allowed by this Bye-law which has been hired to such Member shall be withdrawn and offered to the Member next on the relevant list.

3.5 It shall be the obligation of each Member who rents a Swing Mooring, Pontoon Berth or Hardstanding annually to produce the originals of the current Hong Kong Marine Department Certificate of Ownership and Certificate of Insurance for the craft to the Marine Manager or his delegate

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within one month of it being issued. Craft which do not display a current license certificate and those for which the originals of the current Certificate of Ownership and Certificate of Insurance have not been produced to the Marine Manager will be deemed to be derelict and the Club shall be entitled to take such action as is outlined in Bye-law 11 of this section. Members who are in breach of this clause shall be fined a penalty of HK\$ 1,500 per month until the up to date documents are received by the HHYC Marine Office.

Members should note that the Club is obliged to inform the HK Marine Department of any boat on a Club facility that is not correctly licensed or insured.

7. CHANGE OF CRAFT

7.1 Any Member replacing his/her existing craft must obtain approval in writing from the Club BEFORE the replacement craft is placed on any Club marine facility. Members are not allowed to change their craft more than twice in a one year period.

SECTION 3 - BOATYARD MAINTENANCE AREA

PREAMBLE. In order to facilitate the use and maintenance of all kinds of boats, the Club has constructed and endeavors to maintain suitable facilities. These include a slipway, winches, cranes, forklifts and designated work areas. Members are advised that not all of these facilities can be used at all states of the tide and consultation with the appropriate tide tables is recommended before their use.

1. BOOKINGS

1.1 USE BY MEMBERS

Bookings shall be made with the HHYC Marine Office.

Bookings are on a first come first served basis, although the Marine Manager shall have the authority to rearrange the bookings if a vessel that is

month of it being issued. Craft which do not display a current license certificate and those for which the originals of the current Certificate of Ownership and Certificate of Insurance have not been produced to the Marine Manager will be deemed to be derelict and the Club shall be entitled to take such action as is outlined in Bye-law 11 of this section. Members who are in breach of this clause shall be fined a penalty of HK\$ 1,500 per month until the up to date documents are received by the HHYC Marine Office.

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1.1 USE BY MEMBERS

Bookings shall be made with the HHYC Marine Office.

Bookings are on a first come first served basis, although the Marine Manager shall have the authority to rearrange the bookings if a vessel that is

constrained by tidal considerations is denied access to the facility due to a booking for a vessel which has no such constraint. Notice of such rearrangement shall be given to all parties concerned within a reasonable time before the earliest affected date.

1.2 USE BY NON-MEMBERS

A craft owned by a non-member may use the facilities provided that the craft is registered with another yacht club in Hong Kong, or is a visiting boat from overseas and the skipper or the registered owner signs a document indemnifying the Club against any claims arising out of the use of the facilities. Evidence of both membership, and ownership or other credentials must be provided to the Marine Manager for inspection prior to any booking being confirmed.

The fee for any service will be higher than that charged to Members and will be determined in accordance with Bye-law 12 of Section 1.

Any Member's craft shall have priority over a non-member's craft for any booking.

1.3 No show for booked facilities.

Marine facilities booked by both members and non-members are non refundable in the case of the member or non member being responsible for the non use of the facility.

10. CHARGES

10.1 There is a scale of daily charges for each facility.

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The fee for any service will be higher than that charged to Members and will be determined in accordance with Bye-law 12 of Section 1.

Any Member's craft shall have priority over a non-member's craft for any booking.

10. CHARGES

10.1 There is a scale of daily charges for each facility. Two scales of "In/Out" charges to cover launching and recovery by either of the cranes or the fork-lift are published, one for when the operation is carried out with the Member present, and a separate scale for when the Member is not present. Provided that Members shall not be subject to any additional charge if they are not

SECTION 4 – PONTOONS AND SAMPANS

7. SAMPAN SERVICE

7.2 HHYC Sampans only operate within the Pak Sha Wan Swing Mooring Area, except as per 7.3, and to Royal Hong Kong Yacht Club Shelter Cove on race days or in cases of emergencies or as agreed by the Marine Manager or the General Manager.

SECTION 6 - VEHICLE PARKING

1.2 Members may only park their vehicles in the clearly marked spaces provided or as directed by a member of the Club's staff. Members who park out with the clearly marked spaces must either leave their car key in the car, with the car jockey if he is on duty or with the Security guard at the vehicular entrance.

1.3 Subject to Bye-law 1.7, car parking shall be available only to Members.

1.7 Members engaged on Club duties, including but not limited to O.O.D., Committee Meetings, the execution of Committee duties and, subject to prior approval of the General Manager, volunteers at Club events shall have parking charges waived while on the Club premises for the purpose of such Club duties. Members engaged in such duties should mark their parking chits accordingly in order to assist the office staff to identify the charges to be waived.

1.8 Members are strictly prohibited from using their membership card to

present during the removal and replacement of their boat from or to the boat racks.

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SECTION 6 - VEHICLE PARKING

1.2 Members may only park their vehicles in the clearly marked spaces provided or as directed by a member of the Club's staff.

1.3 Subject to Bye-law 1.7, car parking shall be available only to Members and only during times decided by the General Committee and published on the Club notice board, at the car park entrance and in the newsletter.

1.7 Members engaged on Club duties, including but not limited to O.O.D., Committee Meetings, the execution of Committee duties and volunteers at Lunar New Year and other Club events shall have parking charges waived while on the Club premises for the purpose of such Club duties. Members engaged in such duties should mark their parking chits accordingly in order to assist the office staff to identify the charges to be waived.

allow a non member's vehicle to enter the car park.

1.9 Members who do not use their card to gain entry to the Car Park for their vehicle, but sign a Car Park Chit, will be charged double the parking charge.

**SECTION 8 -VISITING YACHTSMEN/HONORARY VISITORS/ORDINARY
VISITOR AND TEMPORARY MEMBERS**

PREAMBLE. A person who is not normally resident in Hong Kong and who is eligible for Senior Associate Membership may be admitted as a Temporary or Visiting Yachtsman Member in accordance with Article 3.5 and these Bye-Laws.

1. Hebe Haven Yacht Club welcomes visiting yachtsmen and members of other overseas yacht or boat clubs. Such visitors are categorized as follows:

- A. VISITING YACHTSMAN**
- B. HONORARY VISITOR**
- C. ORDINARY VISITOR**

1.1 VISITING YACHTSMAN

A Visiting Yachtsman is a person not normally resident in Hong Kong who arrives in Hong Kong on board a private yacht (sail or power) and who is skipper of the yacht. Membership is available for a period of up to six months. Subscription and mooring fees for two months are payable in advance and thereafter in advance.

Extension of a Visiting Yachtsman's membership beyond six months will only be considered on written application to the General Committee and is only likely to be granted in exceptional circumstances.

SECTION 8 - TEMPORARY MEMBERS

PREAMBLE. A person who is not normally resident in Hong Kong and who is eligible for Full Membership may be admitted as a Temporary Member in accordance with Article 3.4 and these Bye-Laws.

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If the Visiting Yachtsman departs from Hong Kong within the six months period, a refund on a whole month (rounded down) basis will be made.

Extension of a Visiting Yachtsman's membership beyond six months will only be considered on written application to the General Committee and is only likely to be granted in exceptional circumstances.

1.2 HONORARY VISITOR

Use of all facilities is available to a person normally resident abroad belonging to an overseas club with which the Club has reciprocal rights. Such a person may be accepted as an Honorary Visitor without payment of either a nomination fee or monthly subscription.

Any rental fees (e.g. Swing Mooring, Pontoon Berths or Hardstanding) are to be paid monthly in advance and at the same rates as for a Full Member. Membership will be valid for a maximum of three months in any twelve months period.

1.3 ORDINARY VISITOR

An Ordinary Visitor is a person normally resident abroad who belongs to an overseas yacht club with which HHYC has no reciprocal rights. The arrangements will be the same as for an Honorary Visitor, except that the period of membership shall be for a maximum of six weeks in any period of twelve months.

2. APPLICATIONS FOR TEMPORARY MEMBERSHIP

2.1 The terms and conditions of Temporary Membership are stated in Article 3.5 Onus rests on the applicant to satisfy the requirements of the General Manager that the applicant is entitled to the status of Temporary Member in the category claimed.

2.2 An application form duly completed and signed by a Proposer and a Secunder shall be returned to the General Manager with the appropriate fees.

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2. APPLICATIONS FOR TEMPORARY MEMBERSHIP

2.1 Onus rests on the applicant to satisfy the requirements of the General Manager that the applicant is entitled to the status of Temporary Member in the category claimed.

2.2 An application form duly completed and signed by a Proposer and a Secunder shall be returned to the General Manager with the appropriate fees.

3. APPLICATIONS FOR VISITOR YACHTSMAN/HONORARY VISITOR/ORDINARY VISITOR.

3.1 Onus rests on the applicant to satisfy the requirements of the General Manager that the applicant is entitled to the status of Visitor Member in the category claimed.

4. GUESTS

4.1 Temporary Members are permitted to invite guests to the Club. Such invitations must comply with the Rules of the Club, a copy of which is available in the Club office.

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