

BYE-LAWS
OF
THE HEBE HAVEN YACHT CLUB LIMITED

Incorporated the 7th day of June, 1963

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BYE-LAWS OF

THE HEBE HAVEN YACHT CLUB LIMITED

DATE OF ISSUE: ~~SEPTEMBER 2004~~ DECEMBER 2024 BY ORDER OF THE GENERAL COMMITTEE

THESE BYE-LAWS ARE ISSUED IN ACCORDANCE WITH ARTICLE 15.7(b) ~~CLAUSE 66~~ OF THE CLUB'S ARTICLES OF ASSOCIATION.

~~DON JOHNSTON~~ SONNY PAYNE
COMMODORE
~~AUGUST~~ DECEMBER 2024

BYE-LAWS

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DEFINITIONS AND INTERPRETATION

The defined terms in Article 1.1 of the Club's Articles of Association are adopted in these Bye-laws.

"Articles" refers to the Articles of the Club's Articles of Association and any reference to "Article" shall be a reference to the same.

"Club Area", for the purpose of these rules the Club area shall mean the land occupied by the Club and any part of the waters of Hebe Haven and/or Shelter Cove where the Club has a mooring, and shall include all waters where members occupy private moorings except waters to the south of the main fairway between the Cardinal Mark at the entry to Hebe Haven/Shelter Cove and the Pak Sha Wan Public Pier.

~~"Flag Officers", notwithstanding Article 28 of the Articles of Association where used in these Bye laws shall mean and include any Officer of the Club.~~

"Mooring" shall include any of a Swinging Mooring, a Pontoon Berth or a Hardstand or Boat Rack space unless specified otherwise in a particular Bye-law or the context does not so permit.

"POS" shall mean Point of Sale System

~~"Spouse" means a co-habiting partner of a Member, provided that where a Member has separated from their spouse it is the duty of the Member to notify the Club, however the estranged spouse shall continue to be allowed to sign cheques on the Member's account where the Member concerned has acknowledged in writing that the estranged spouse may do so.~~

"In these Bye-Laws, words importing the singular number only shall include the plural and the converse shall also apply; and words importing the masculine gender shall include the feminine gender."

GENERAL PREAMBLE

Members Responsibilities

"It is the responsibility of Members to become familiar with these Bye-laws and to comply with them. In the event of any breach of the Bye-laws the Member who is in breach of the Bye-laws shall be solely responsible for the breach and shall be responsible to the General Committee for any such breach in accordance with the Club's Articles of Association."

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 Article 12.6s 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.

Guidelines to the Implementation of Penalties

Various Bye-laws contain penalties, which can be imposed upon Members in the event of a breach. It was the intention of the General Committee when providing for those penalties that they be enforced with common sense and discretion. It is not intended that breaches shall be inflexibly punished by the imposition of a penalty even where the breach has occurred as result of an inadvertent or unavoidable set of circumstances. For example a first time offender should generally be excused upon explaining the circumstance of the breach to the relevant sub-committee. However if that person had been told by a member of staff at the time of the breach that they were or would be in breach of the Bye-Laws if they did a particular thing, then that first offender should not expect to have the penalty waived.

Members are advised that the discretion whether or not to impose a penalty does not rest with the Club's staff, but rather with the Committee responsible for the area of the Club where the breach of Bye-laws took place, or with the General Committee.

Where the staff see a breach they are obliged to report it to the relevant Committee Chairman, and the decision whether or not to impose a penalty so rests with that Committee.

SECTION 1 - HOUSE AND GENERAL

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.
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.
3. The main bar will remain open after the normal hours so long as Members remain present. Members remaining in the bar after the normal closing time shall be debited with an equal share of the prescribed overtime hourly charge set from time to time by the General Committee. Members shall not be asked to sign a chit for such overtime payments, however the duty bar attendant shall note the Members present and the time they leave the bar. The Club shall calculate the share of the overtime payable by each Member present from the bar attendant's note.
4.
 - 4.1 All Members are issued with Club membership cards. Members are forbidden from allowing anyone other than themselves to use their membership card. Members can authorize issue of an additional membership card for their spouse or partner. Membership cards can also be issued for their dependent children aged fifteen years and over as defined in the Articles ~~of Association~~, at a charge to be determined in accordance with Section 1 clause 12 of the Bye- Laws. Cards issued to Members children will expire on the child's 18th birthday but if the child is in tertiary education may be extended until the child's 23rd birthday or the completion of tertiary education, whichever comes first. It is the responsibility of the Member to apply for this extension and supply proof of further education. Members are advised that their children over the age of 18, unless they are in tertiary education and have a Membership Card, must be signed in as a visitor when visiting the Club. Members are encouraged to have their children join as Junior Members when they reach the age of 18. Membership cards must be produced if required by Club officials or staff for entry to or use of any Club facility. Any Officer of the Club, Member of the General Committee, or Employee of the Club shall have the right to carry out spot checks on users of the Club facilities to ascertain that they are Members in good standing and shall have the right to require that a person using the Club facilities shall produce proof of their Membership or demonstrate their right to use the facility concerned.
 - 4.2 A POS chit shall be produced with a record of all food and beverage items ordered by a Member during any visit to the Club or with a record of all work done for or at the Members direction by the Marine Department. Members should check and sign all POS chits before leaving the Club whenever the Member has consumed any food and beverage items or had work done by the Marine Department or usage at the Sail Training Centre. If authorized, a Member's spouse and dependent children aged fifteen years and over may sign chits on behalf of the Member. Whenever possible the Member's spouse's and dependent children's Club membership card should be used. If the Member or their spouse or dependant children do not sign their POS chit before leaving the Club the POS shall, in the absence of manifest error on the face of the POS chit be deemed to be correct.
5. No person under the age of eighteen years may consume alcoholic beverages on Club premises. Evidence of age must be produced if required by Club officials or staff. (A Hong Kong Identity Card will suffice).
6. No person aged fourteen years or under may be present at the bar.
7. Members shall at all times preserve a reasonable standard of dress on the Club premises depending on the circumstances and the time of the day and subject to any direction of the General Committee.
8. Club Members are responsible for the correct behaviour of their children and/or guests in the Clubhouse and elsewhere on the premises. In the event of any proven misbehaviour by children and/or guests, disciplinary action may be taken against the Member in accordance with the Articles ~~of Association~~. Children under the age of fifteen must be continually supervised while on Club property.
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.

- 10.2 At the sole discretion of the General Committee the number of guests on weekdays is normally unrestricted. However a Member intending to invite more than ten guests to the Club with the intention of using the bar and/or catering facilities must first seek the agreement of the General Manager, or of the Food and Beverage Manager.
- 10.3 Regular users of Club facilities are expected to apply for membership. Exemptions from 10.1 and 10.2 above may be granted by the General Manager. Applications should preferably be written and made at least twenty-four hours in advance.
- 10.4 Where the General Committee has agreed to extend reciprocal usage rights to members of other Hong Kong clubs, members of such other clubs exercising those reciprocal rights shall exercise those rights in accordance with these Bye-laws and shall be bound by them as though they were members of the Club. Provided that where the reciprocity arrangements impose restrictions upon the use of particular Club facilities any entitlement to use such facilities which is provided for in these Bye-laws shall not extend to such members of other clubs.
11. Damage to Club property will be assessed by the General Committee and may be charged to any Member responsible. Members are responsible for any damage caused by their guests or by their own or by their guests' children.
12. The General Committee shall from time to time determine charges and arrangements for the use of Club facilities. Where reference is made in these Bye-laws to charges, these are the standard charges determined from time to time by the General Committee, and are available for inspection on the Club notice board and in the Club office.
13. No gratuities may be given by Members or by their guests to any full-time or part-time Club staff.
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- 14.1 Employees may not be abused or reprimanded by a Member. The use of foul language and aggressive or bullying behaviour to any Club employee will not be tolerated and will be considered as grounds for possible suspension or expulsion.
- 14.2 For a serious offence the General Manager or designate may suspend any Member immediately, pending an investigation within 2 working days. The General Manager or designate may also issue a warning to a Member for inappropriate conduct towards staff.
- 14.3 Complaints against Club employees or Club services may be forwarded in writing, or if urgent, referred immediately to the General Manager or the Manager on duty. Matters requiring the attention or action of the General Committee will be passed to the General Committee by the General Manager after investigation. Alternatively, Members may send written complaints direct to the General Committee.
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.
16. Accounts will be rendered to Members monthly as at the end of each month and must be settled by the 25th of the following month. Such accounts will cover: -
- 16.1 All purchases from the Club for the month.
- 16.2 Subscriptions and charges for Club facilities for the following month.
- 16.3 A penalty of \$350 will be imposed on any Member's account that for any reason remains unpaid by the due date.
- 16.3.1 If, without the prior written approval of the Club's General Manager, a Member's Account remains unpaid by the due date more than twice in any twelve month period, the penalty referred to in 16.3 shall increase to a month's Subscription for the third, fourth and fifth occurrence, and shall increase to one and a half month's Subscription for each subsequent occurrence. The penalty for late payment shall remain at these higher levels until such time as the Member pays his account by the due date on twelve successive occasions.
- 16.3.2 In addition, any Member who does not pay their account by the due date on more than three occasions within a twelve month period will be required to place a deposit with the Club. Such deposit shall be equal to three times the average of the Member's account for the last twelve months, and will remain with the Club for at least until such time as the Member pays his account by the due date on twelve successive occasions. Such deposit will not bear interest, and shall not be considered a pre-payment, that is, the Member is still expected to pay their account each month in the normal manner as set out below. However, the deposit can be used to offset any amounts due to the Club should such a Member resign from the Club without clearing his account. Once such a deposit is requested from a member, his signing rights within the Club are suspended until the deposit is received.
17. All Members are required to settle accounts using Autopay via autopay direct debits (Auto Pay Arrangement). A \$250 charge is imposed for any settlement made other than through the Autopay Arrangement.
- 17.1 Unless otherwise specifically authorized by the General Committee pursuant to Bye-law 17.3 all Members shall settle accounts using Autopay via autopay direct debits ("Autopay Arrangement").
- 17.2 The minimum amount for any Autopay Arrangement authorization shall be as specified by the General Committee from time to time.

- 17.3 Members who do not wish to have an Autopay Arrangement may at the discretion of the General Committee, be allowed to leave a non-interest bearing deposit with the Club equal to the minimum Autopay Arrangement authorization specified by the General Committee from time to time under Bye-law 17.2 ("Deposit Arrangement"). At the discretion of the General Committee the amount of such deposit may be reduced to an amount equal to the average of the Members Club bills over the previous 6 months. Such deposit lodged with the Club shall not be, nor shall be deemed to be by the operation of law of equity to be held in trust by the Club and the Club shall not be liable to credit interest on such amount to the account of the Member.
- 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
 - (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.
- 17.5 In cases where a Member has a Deposit Arrangement with the Club in lieu of an Autopay Arrangement, each month the Club will apply the deposit against the Member's monthly bill then replenish the deposit from money received by the Member in payment of their monthly bill.
- 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 food and beverage charge.
- 17.7 In the event that a Member's account remains in arrears for 30 days:
- a. the Member's full privileges shall be suspended, and
 - b. Member's name will be posted on the Club's notice board, and
 - c. the Member shall be required to appear before the General Committee pursuant to Article [12.6\(a\)](#) ~~17 of the Club's Articles of Association~~ to give an explanation and to either come to an arrangement satisfactory to the General Committee to settle the amount in arrears or to be asked to resign from the Club pursuant to Article [12.6\(b\)](#) ~~18 of the Club's Article of Association~~.
18. Members are responsible for notifying the [General Manager](#) ~~Membership Executive~~ of any change of address [pursuant to Article 12.5](#).
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.
20. Personal equipment may only be stored in lockers provided. Charges for these lockers will be as decided from time to time by the General Committee.
21. Official entertainment rests solely with the Commodore, who may delegate authority to entertain in his absence. In general, entertainment should be restricted to beverages, meals and the gift of a complimentary burgee or Club tie.
22. Pets are not permitted in any food and beverage preparation or service area, the children's playground or the toilets and changing rooms, and in particular, without limitation, pets must not be washed or bathed in the showers provided for Members. Dogs must be kept on a leash and under proper control at all times while on the Club premises. Animals must not be allowed to create an annoyance or a danger to Members or their children and visitors. Dogs shall not be left unattended in any part of the Club's grounds, slipways, piers or pontoons, nor on any boat occupying a Swing Mooring, Pontoon, or Pontoon Berth.
23. Hire of the Clubhouse or other facilities by a Member is permitted subject to specific agreement with the General Manager or Food and Beverage Manager. The hirer does not have exclusive use of the Club facilities.
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.
26. Members are reminded of the desirability of insuring their craft comprehensively. It is a legal requirement that all craft using the Club facilities be covered by third party insurance at all times. All Craft are to be properly licensed with a current license at all times while on a Club Mooring, Hardstanding or Pontoon Berth. Members are required to carry third party legal liability insurance cover in respect of the duties and obligations of Members set out in Bye-law 28 below.
27. The Club is empowered to take all practicable steps to safeguard persons, Club property, and owners' property against natural and

man-made hazards. Any expenses incurred may be recovered from any Member deemed to be the cause of any hazard at the discretion of the Committee.

28. The Club accepts no liability whatsoever for any loss, damage or injury which may be suffered by any Member, any guest of any Member or any other party or any property of any Member, guest or other party arising out of the use or operation of any of the facilities made available by the Club, including without limitation the Clubhouse and premises, ferry services, the use of the Club launch or other Club craft, slipway and work areas and equipment, sampans, the high pressure cleaner, the crane, winches, pontoons and all other facilities made available by the Club for Members. Any Member using any such facility shall indemnify and hold harmless the Club and the other Members from any claim for any such loss, damage or injury as may arise out of the use of the relevant facility by that Member and each Member of the Club by his acceptance of these Bye-Laws hereby waives any claim which such Member or his successors may have with respect to any injury, loss or damage which he or his property may suffer or have suffered as a result of using the relevant facility.
29. Mobile telephones or electronic pagers shall not be used in the Clubhouse. However mobile phones may be used discreetly on the balcony and in the Gardens Bar Area.
30. A member of a Hong Kong club having reciprocal rights with the Club and who fails to comply with these Bye-laws may have their right to use the Club facilities suspended or cancelled. Any representation on the part of the person concerned to the General Committee concerning the suspension or cancellation shall be made through their own club's General Committee or ~~Flag~~-Officers.
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 in the Garden Bar. If the Garden Bar is closed the balcony or restaurant may be used if space is available.
34. No member, guest of member or anyone on the Club premises shall at any time carry or store any form of weapon. A weapon shall be defined as a thing designed or used for inflicting harm to persons or creatures, or physical damage to objects. These shall include, but not be limited to clubs, hunting knives, guns, spear fishing equipment and any other propulsion devices for the purpose of hunting and/or killing persons or creatures and/or damaging objects.

SECTION 2 – MOORINGS, BERTHS AND HARDSTANDING

PREAMBLE. The provision of marine facilities for the mooring, berthing and hard standing of sail and or motor craft is the single largest Club facility directed towards achieving the first objective of the Club, which is "To encourage boat and yacht sailing, motorboat cruising and activities connected therewith". Without such storage facilities ownership of craft by Members would be severely restricted.

As these facilities are limited, it is incumbent on the General Committee to ensure that they are properly and safely used and available for active sharing by as many Members as possible.

1. GENERAL

- 1.1 Club Moorings, which includes Pontoon Berths, Swing Moorings and Hardstanding (including in the case of swing moorings, the sinkers, blocks, mooring chain and marker buoys or other such facilities making up the Mooring) are solely owned and managed by the Club and are allocated to members and transferred from one member to another member at the sole discretion of the Club.
- 1.2 Swing Moorings, Pontoon Berths and Hardstanding facilities shall be allocated taking into account the suitability of a craft to the Swing Mooring, Pontoon Berth or Hardstanding, in the case of a Swing Mooring account will be taken of the weight of the mooring blocks, the size of the chain fitted to the Swing Mooring, in the case of Pontoon Berths and Swing Moorings account will be taken of the overall length of the boat concerned and the draft and windage of the boat. In respect of the allocation of all Pontoon Berths and Swing Moorings, the design load of the mooring system shall be an absolute determinant. In no circumstances shall a Member be allocated a Pontoon Berth and Swing Mooring for a boat that would load the mooring system concerned beyond its capacity in any wind condition in any circumstances. Whether or not any boat shall load the mooring system beyond its capacity shall be in the absolute discretion of the Club. The Club shall also have a discretion to refuse to allocate a Pontoon Berth, Swing Mooring or Harstanding to a member in circumstances where in the opinion of the Club the boat would not be suitable for other reasons, including but not limited to, the likely effect of the boat upon the comfort and convenience of members with boats on adjacent or nearby marine facilities.
- 1.3 Hardstanding space and space in boat racks shall be allocated by the Marine Manager according to the overall size, weight and hull design of the boat including its engine(s), cradle and/or trolley. No part of the boat, engine, trolley, or other equipment is to extend beyond the space allocated.
- 1.4 Swing Moorings, Pontoon Berths and Hardstanding are rented to Members under the condition that they must be used for the purpose intended, that is for the storage or mooring by Members of craft which are deemed appropriate in size to the space or mooring type being hired and which are owned or leased by the Member or by a Company which has by a resolution

of its Board of Directors, a true copy of which has been provided to the Marine Manager, granting a right to the Member (or in cases where the express consent of the General Committee has previously been obtained, the Member's spouse) to the exclusive use of the craft. In the case of a company, the member so nominated must be a Member of the Board of Directors of the company owning the craft.

- 1.5 Charges for the use of all Club marine facilities shall be as set by the General Committee in accordance with Bye-Law 12 Section 1. These Club marine facility charges may, at the discretion of the Marine Manager, be waived during a member's absence or during any period when the Member is not using the facility, if the Swing Mooring, Pontoon Berth or Hardstanding is sublet by the Club.
- 1.6 The Club accepts no liability whatsoever for damage sustained to or caused by craft moored to a Club Pontoon Berth, Swing Mooring or to a private mooring, irrespective of the cause or the prevailing weather or sea conditions.
- 1.7 Members use the Hardstanding and boat rack subject to Bye-laws 11, 12, 26 and 28 of Section 1 of these Bye-laws. The Club accepts no responsibility for Members' boats, fittings or equipment.
- 1.8 Members allocated a Hardstanding space shall only use a trolley that has been approved by the Marine Manager as suitable for the purpose. Trolleys shall be maintained in good working order such that the marine staff can move them at any time if required to do so to permit clearance of the Hardstanding area for the purpose of maintenance or any other purpose including but not limited to emergencies. If the Marine Manager considers that any trolley is not in good working order he may, in writing, request the Member to bring the trolley into good working order. If the Member fails to bring the trolley into good working order within one month (30 days) of the notice being sent, the Marine Manager may have executed any work he considers necessary to bring the trolley into good working order and the Member shall be liable to pay any costs, including labour costs of the Club's Marine Staff, which in the opinion of the Marine Manager it was necessary to incur to have such work done.
- 1.9 It is a legal requirement that vessels afloat in Hong Kong are compliant with Hong Kong Marine Department Regulations. Any vessel using the Club's marine facilities shall have valid insurance, and shall be licensed if so required under HK Marine Department Regulations. Members are required to submit copies of valid license and insurance to the Club's Marine Office annually. Failure to produce valid documentation will be grounds for the termination of the Swing Mooring, Pontoon Berthing or Hardstanding Agreement.

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.
- 2.2 No Member shall be allocated a Club Marine facility unless:
 - a. the Member has provided to the Marine Manager a scaled, dimensioned drawings consisting of plan and elevation views showing the boat's overall length, draft, height above the waterline and the length and height above deck level of the superstructure (i.e. cabin top, bridge deck, flying bridge etc.) such that it is possible to calculate the boat's windage from such drawings; together with photographs of the boat where it is possible and practical to supply them, and;
 - b. the Member concerned is able to satisfy the Marine Manager and the Officers of the Club in their discretion that, subject to sub-Bye laws "c" and "d" of this Bye-law, the Member has no legal or beneficial interest in any other craft occupying a Club Swing Mooring and or Pontoon Berth or
 - c. if the Member has a legal or beneficial interest in another craft occupying a Club Swing Mooring or Pontoon Berth that it shall not be contrary to the interests of other Members or the Club that they should be allowed to occupy more than one Club Swing Mooring and or Pontoon Berth and
 - d. the Member has a satisfactory legal or beneficial title to the craft or has been granted an exclusive right to use the craft by a company. Satisfactory legal title to a craft shall be demonstrated by the production of the title documents, which should include the proof of sale and purchase or such other documents as the General Committee shall deem satisfactory for the purpose.
 - e. the craft is currently properly licensed in Hong Kong and is properly insured. Proof of proper license and insurance must be shown to the Club before the craft is placed on, moored to or berthed at a Club marine facility.
 - f. if the craft is owned by a Company and the Member is not the principal person named on the Hong Kong Marine Department Certificate of Ownership, that the Member has produced a true copy of a resolution of the Board of the Company which owns the craft certified by the company secretary authorizing the Member (or in cases where the express consent of the General Committee has previously been obtained, the Member's spouse) to have exclusive use of the craft. The Member so nominated must be a Member of the Board of Directors of the company owning the craft.
 - g. the Member has provided to the Club a power of attorney in a form specified by the Club which shall empower the Club at the discretion of the General Committee to sell or otherwise dispose of the Members craft in the event:
 - i. the Member's account has been in arrears for a period of six months or such shorter time as may be provided

for and the Member has not responded to notice sent under the hands of the Honorary General Secretary and the Commodore by registered mail to the Member's last known address within 30 days of the date such registered letter is dispatched; and

- ii. by reason of the non-payment of the Member's account the Members Club membership has been terminated; or,
- iii. the Member's Club membership has been terminated for any other reason pursuant to the Articles ~~of Association.~~

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.
- 3.2 Subject to Bye-law 8 of this Section and to comply with the requirements of Bye-laws 2.2 and 4.2 of this Section, when a Club marine facility, becomes available, it will be offered to the Member at the head of the relevant waiting list. The Member will be notified in writing that they have 14 days in which to take up the offer and a further 6 weeks to put an appropriately sized craft in the marine facility offered.
- 3.3 Failure either to take up the offered marine facility within 14 days or to put an appropriately sized boat in the marine facility offered within a further six weeks of the date of the offer may result in the offer being withdrawn without further notice **unless the Member can satisfy the Club that there is a reasonable explanation why the period to take up the marine facility should be extended. In the event that the offer is withdrawn, the marine facility shall be offered to the next Member on the relevant waiting list and the name of the Member who failed to put a boat on the offered marine facility will revert to the bottom of that waiting list.** Standard charges will be made from the date of the initial offer even if the offer is subsequently not taken up.
- 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 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.

- 3.6 Where there are waiting lists for Club Swing Moorings, Pontoon Berths and Hardstanding, a Member who owns a boat in partnership shall not be leased a Club Swing Mooring, Pontoon Berth or Hardstanding where one or more of his partners in the boat have been an "Absent Member" in the six months prior to the date on which a Club marine facility becomes available.

4. TENURE OF HIRE

- 4.1 Club Swing Moorings, Pontoon Berths and Hardstanding are hired on a month to month basis, terminable on either side by one month's notice in writing, or terminable by the Club without notice in the event a Member is found by the General Committee to be in breach of the ~~Club's Articles of Association~~, these Bye-laws, the terms and conditions of the Boat Storage Contract or Swing Mooring, Pontoon Berth or Hardstanding Hire Agreement between the Club and the Member referred to in Bye-law 4.2, or any other rule of the Club relating thereto.
- 4.2 Every Member wishing to hire or hiring a Club marine facility will be required to enter into a written Swing Mooring, Pontoon Berth or Hardstanding boat storage contract with the Club regulating its use, such agreement may include such conditions as the Club in its absolute discretion may require.
- 4.3 Members are not granted any permanent rights to the hire of specific Swing Moorings, Pontoon Berths or Hardstanding and must accept reallocation if appropriate.
- 4.4 The Club will terminate a hiring agreement only after a specific decision by the General Committee or a Sub- Committee delegated with that responsibility.
- 4.5 The sub-letting of any Club marine facility by a Member is expressly prohibited. Members found to be in breach of this

Bye-law could at the discretion of the General Committee have the hiring rights to that marine facility withdrawn.

4.6 Members are required to maintain their vessels in a seaworthy condition. The Marine Manager may contact owners of vessels that are suspected of being unseaworthy and request them to make necessary repairs to restore the vessel to a seaworthy state. Members may be required to produce a current survey document to satisfy the Club that the vessel is indeed seaworthy. Failure to restore the vessel to a seaworthy condition within an agreed period could result in the termination of the Hire Agreement for the related marine facility as provided for under the terms of that Agreement.

4.7 Members are expressly prohibited from using the Club marine facilities for reward or hire of their craft.

5. CRAFT OWNED IN PARTNERSHIP

5.1 At the discretion of the General Committee and subject to the Member satisfying Clause 2.2, where any craft kept on a Club Swing Mooring, Pontoon Berth or Hardstanding is owned in partnership, each partner must be a Member or one partner must be a Member and the other(s) must have an application for Membership lodged with the Club. A Full Member, a Senior Associate Member, or in the case of dinghy slots and Associate Member must be nominated as the sole hirer of the Club marine facility.

6. IDENTIFICATION

6.1 All craft on Club Swing Moorings, Pontoon Berths and Hardstanding shall be marked in such a way as to be uniquely identifiable by Club staff. A Hong Kong registration number marked in accordance with the relevant Government regulation will be deemed to meet this requirement. All tenders using the Club pontoons must be registered with the Club and bear an appropriate Club registration plaque.

6.2 All markings must be weatherproof and should be so positioned that they are not obscured by any cover that may be fitted to the boat.

6.3 All vessels owned by Members that intend to use any Club marine facility must have an up to date HHYC Boat License label or disk which must be prominently displayed on either side of the craft.

6.4 Boat License labels or disks are available from the HHYC Marine Office and are valid for the period that the craft is licensed and insured.

7. CHANGE OF CRAFT

7.1 Any Member that wishes to replace his/her existing craft on a Club marine facility must obtain approval in writing from the Club BEFORE the replacement craft is placed on that facility. Members are allowed to change their craft only if his/her existing craft has remained on the same facility for a period of not less than one (1) year.

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 craft 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 craft 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 craft on that same Club marine facility for a period of 24 months from the date of the purchase of the craft currently on the facility 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 craft and by so doing circumventing the relevant waiting list.
- (d) in exceptional cases with extenuating circumstances—as determined by the General Committee—if the General Committee approves such a request of the purchaser to place another craft on the same Club marine facility within 24 months of an approved Grandfather right transfer, the purchaser shall pay to the Club a transfer fee equivalent to 10 months of the facility fee.

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 to expire two weeks following the date the non-member purchaser has been informed that his application for membership of the Club has been rejected.

8.8 Grandfather rights rules apply to existing marine facilities as follows:

- (a) facilities transfer rights would be extended to all Members holding a marine facility agreement with the Club, subject to them currently having held any craft (with a valid operating licence and valid insurance at all times) at that type of facility for a period of not less than five (5) years, and that they have held their existing craft (with a valid operating licence and valid insurance at all times) at that type of facility for a period of not less than two (2) years;
- (b) facilities transfer rights would be extended to all Full Members holding a marine facility agreement with the Club, subject to them currently having held any craft (with a valid operating licence and valid insurance at all times) at that type of facility for a minimum period of not less than three (3) years, and that they have held their existing craft (with a valid operating licence and valid insurance at all times) at that type of facility for a minimum period of not less than two (2) years;
- (c) facilities transfer rights could be extended, subject to voting by the Operations Committee, to Members whom warranted special consideration due to circumstances of bereavement or relocation affecting spouses and other boating partnerships recognized by the Club;
- (d) the vendor of the craft shall not be permitted to acquire a Club marine facility of the same type within 24 months of an approved Grandfather right transfer;
- (e) when an existing facility becomes free, the priority for allocation will continue to be governed by the waiting list.

9. USE OF CLUB SWING MOORINGS, PONTOON BERTHS AND HARDSTANDING SPACES

9.1 Club marine facilities are allocated to specific Club Members for their sole use subject to Bye-laws 5, 8 & 10 of this section.

9.2 All boats occupying a Club pontoon berth shall be fitted with functioning holding tanks for sewerage. The Club shall provide a "pump-out" service via a specially fitted out "pump-out" craft. It shall be the responsibility of Members to ensure that their craft's holding tanks are fitted with a deck fitting compatible with that fitted to the Club's Pump-out craft.

9.3 The Club has Swing Moorings and Pontoon Berths available for the use of local and overseas visiting yachts. These Swing Moorings and Pontoon Berths may, at the discretion of the Marine Manager, if not being used by a visitor, be leased for use by Club Members. The Member shall vacate the Moorings or Pontoon Berths at one week notice should the Club require the use of these particular marine facilities. Members will be allowed a three month temporary period for the usage of these marine facilities in any one calendar year except with the express permission of the Club Operations Committee. Members

will be required to sign a Temporary Berthing Agreement for this period.

10. UNUSED SWING MOORINGS, PONTOON BERTHS AND HARD STANDING SPACES

- 10.1 Any Swing Mooring, Pontoon Berths or Hardstanding space, allocated to a Member that remains vacant at any time for more than two months may be allocated to the next Member on the relevant waiting list unless extenuating circumstances can be shown, albeit in accordance with Bye-laws 4.1 and 4.4 of this Section.
- 10.2 If a Club marine facility is to be vacant for one week or longer the Member to whom it is allocated must notify the Marine Manager who at his sole discretion may temporarily allocate such vacant marine facilities to any other Member or to a member of a club with reciprocal rights, or subject to Bye-law 8.4, to a non-member who is not a member of a club with reciprocal rights. The temporary occupant will pay such charges as may apply from time to time to Members, or to members of clubs with reciprocal rights or to non-members who are not members of clubs with reciprocal rights as the case may be. If the Club marine facility is connected to any utility the relevant meter will be read and the utility charges will be billed to the temporary occupant.

11. DERELICT CRAFT

- 11.1 (a) Where a craft has been left upon a Club Swing Mooring, Pontoon Berth or Hardstanding space and has not been used for a period of time in excess of three (3) months the Club may give the Member to whom the marine facility is allocated a notice requiring the Member to explain why the craft has not been so used. The Member shall be required to reply within 14 days of such notice.
- (b) If the Member concerned is unable to satisfy the Operations Committee that there is either good reason the craft is not being used, or that there is a real likelihood of them making greater active use of the craft in the foreseeable future, until such time that craft is used, the Club shall be entitled to levy an additional surcharge on the monthly fee charged for the facility in the following amounts:
- (i) 25%, 50% and 75% of the monthly fee for the fourth, fifth and sixth months respectively that the craft is not used;
- (ii) 100% of the monthly fee for all subsequent months that the craft is not used.
- (c) If the Member concerned continues not to use the craft for a period of six (6) months, the Club Operations Committee may recommend to the General Committee that the Member's right to occupy the marine facility be removed and be allocated to another Member on the relevant marine facilities waiting list. In such case the Member shall be given 30 days notice in which to remove their boat from the marine facility, failing which the craft may be removed or disposed of by the Club pursuant to Bye-laws 11.2 below.
- 11.2 Any craft on a Club Swing Mooring, Pontoon Berth or Hardstanding space that in the opinion of the General Committee has been left for an undue period of time in a state of disrepair or without proper maintenance or is otherwise not seaworthy may be removed or disposed of by the Club at the expense of the Member to whom the Mooring is allocated. The General Committee will only make such decisions after the owner has been given 60 days warning of the Club's intention to sell or otherwise dispose of the craft. Such notice shall be given by registered post to the last known address of the Member.
- 11.3 Whenever the Marine Manager, the General Manager, or an Officer of the Club deems it practicable, the Club will attempt to pump out a Member's boat that is flooded and on a Club Swing Mooring or Pontoon Berth. The charge, payable by the Member, shall be set from time to time by the General Committee. If, after having been informed by the Club, the Member does not take adequate steps to prevent recurrent flooding, the Club may discontinue the pumping service.

12. SECURING CRAFT TO SWING MOORINGS, PONTOON BERTHS AND HARD-STANDING

- 12.1 Members are responsible for securing their craft to their Swing Moorings. Two nylon rope bridles, for which the Member is charged, may be provided with each mooring and these must be secured to a strong point on the boat capable of withstanding typhoon strength winds and sudden shock loads. Members should inspect and prepare their craft in the event of any typhoon signal, storm, strong monsoon, or heavy rain warning. Craft are strictly the owner's responsibility. A mooring bridle may be replaced by the Club and the cost of such replacement shall be charged to the Member if, in the opinion of the Marine Manager, the existing mooring bridle is worn or damaged to the extent that there is risk of breakage and subsequent damage to other craft.
- 12.2 Members are responsible for the maintenance and/or replacement of the mooring bridles and the attaching shackle. New bridles and shackles can be ordered through the Marine Manager or at the HHYC Marine Office.
- 12.3 Members are responsible for ensuring the security of their craft in the Boat Racks and Hardstanding, particularly when Strong Monsoon or Typhoon signals are, likely to be, raised. The Club will supply holding down straps and Marine Staff will fit them to craft in the Boat Racks and Hardstanding area when Typhoon Signal Number Three is raised. This action by the Club does not absolve Members from their responsibility to ensure that their craft and all loose fitting personal items are secured before the onset of bad weather.

The Club is under no duty or obligation to provide mooring bridles to a Member, or to inspect or replace mooring bridles on a Member's craft. If the Club provides a mooring bridle to a Member, the Club does not make any representation or warranty of fitness for purpose or otherwise in relation to that mooring bridle. A Member to whom the Club supplies a

mooring bridle shall have no claim or right of action of any nature including consequential loss and whether for negligence, breach of contract or otherwise and howsoever caused or arising (including damage or loss to their craft) against the Club, or any employee of the Club, which arises by reason of a mooring bridle securing their craft failing in any way or their craft failing to be secured to their Swing Mooring (**Cause**). Each Member will indemnify the Club and its employees against all actions, claims and demands (including legal costs and expenses) on a full indemnity basis that may be made against the Club or its employees arising out of or in any way related to a Cause, howsoever the same may have arisen.

12.4 Members shall have the sole responsibility to provide covers for their boats, and to fit or remove those covers whenever their boat is removed from or placed back into the boat rack. Where no cover is provided it shall be the sole responsibility of the Member to ensure that bilge drains are left open such that rain water does not gather in the boat such that it could overload the boat rack or create a mosquito breeding area.

12.5 Tenders moored in the inner basin should either have their outboard engine propeller in the water or covered when tilted so as not to damage other craft moored alongside.

13 REPORTING MOORING DEFECTS

13.1 It is in the Members' own interest that they periodically inspect their Moorings and report any defects to the Marine Manager and or the General Manager.

14 HARDSTAND PARKING AND BOAT RACKING (Vessels, Trolleys and Cradles)

14.1 No Member shall obstruct the access to, or area of, another Member's boat rack or Hardstanding space.

14.2 No craft, trolley, cradle or other devices for moving craft in or out of the water or in and out of a boat racking space shall be placed in any area of the Hardstanding, Boat Racking or Slipways not specifically so allocated.

14.3 Craft shall not remain at a slipway or on the Hardstanding to be worked upon or washed, unless they are positioned in a designated area. Members and their employees, contractors or agents shall not work upon their boat while the boat is in the boat rack space.

14.4 Unless authorized by the parking jockey, Marine Manager or General Manager, no vehicles, trolleys, fittings or any other equipment in the Hardstanding area may be positioned outside the allocated spaces.

14.5 No Member shall leave litter, glasses, crockery, cutlery or other items on the boat racks, boat repair yard or in the Hardstanding area, or in the adjacent washing or work areas that also includes the children's playground and Sail Training Center location and slipway. Glasses, crockery and cutlery must not be misused and must be returned by the Member to the Restaurant or Garden Bar.

14.6 Craft left on a trolley on the Hardstanding area must be left in a condition such that the Club Marine Staff can, from time to time, move the craft on its trolley, without using specialist equipment or having specialist knowledge, to another location on the Hardstanding to permit maintenance and other activities as required by the Club to or on the Hardstanding. Where any craft must be moved the Club Marine Staff shall use all reasonable care, however the Club shall not be liable for any loss or damage to the craft in the event the Club Marine Staff need to perform some operation or make some change to the configuration of the boat on its trolley in order to be able to move it.

15 MOSQUITOES

15.1 Hong Kong Government Ordinances makes it an offense to permit standing water that encourages the breeding of mosquitoes. The Club does not accept responsibility for any action against a Member under such legislation and Members are to ensure that craft and covers are kept free of stagnant rainwater. Members who fail to do so will be charged a pump out fee depending on the size of the craft and there may be disciplinary action by the General Committee.

16 SPEED LIMIT

16.1 Members shall navigate with caution within the defined Club mooring areas and shall proceed at a speed that makes minimum wake and in any event shall not exceed 5 knots. Members who do not comply with this rule will be reported to the Club Operations Committee. If the Member continues to speed in the mooring areas the Club Operations Committee may recommend to the General Committee that the members craft be refused use of the Club marine facilities, including but not limited to the removal of the Members right to a Swing Mooring, Pontoon Berth or Hardstanding space.

SECTION 3 - BOATYARD MAINTENANCE AREA

PRE AMBLE. 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 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.

2. DURATION OF OCCUPANCY

2.1. The maximum duration of occupancy shall be as follows:

Boatyard work area - 14 days unless by prior arrangement with the Marine Manager.

2.2. A craft is deemed to have occupied a facility for one day if it has occupied that facility for any part of the 24 hours period starting at 0600 hours.

3. SUITABILITY

3.1. The Marine Manager shall refuse the use of any of the Club's equipment (including the crane, boat transporter, cradles etc.) if in his view it is not suitable for the proposed job. A Member shall notify the Marine Manager whenever his craft is to be removed from the water for the first time, of the weight, length, breadth and underwater hull shape of the craft.

4. OPERATION OF EQUIPMENT

4.1. Only HHYC Marine Staff shall be permitted to remove and replace boats from and to the boat racking.

4.2. HHYC Marine Staff shall remove a Member's boat from the boat rack and depending upon the Member's instruction shall either launch the boat and tie it up to the pontoon until the Member arrives, put it onto a universal trailer to permit the Member to launch the boat himself, or put the boat upon a cradle or trolley to permit the Member to work on his boat. Members using the boat launching service must provide painters attached to the bow and stern of their boats to enable them to be tied to the pontoon.

4.3. HHYC Marine Staff shall not remove covers from a Member's boat before launching the boat. Any Member who leaves their boat with the bilge drains open shall leave a sign on their boat in English and Chinese to guard against it being launched with the bilge drains open.

4.4. Members are required to notify the Marine Office by telephone at least one hour before requiring their boat launched. The operating hours of the Marine Office are 0900 to 1800 daily. Where no advance telephone booking has been made boats will be removed from the boat rack and deployed as indicated by the owner on a first come first served basis. Members will be charged the fee prevailing from time to time for this service.

4.5. Boats will be recovered and returned to the boat rack on first come first served basis. If Members wish for their boats to be left on a cradle or trolley to wash it or work on it they must notify the Marine Staff before it is returned to the boat rack. If the Member fails to do so, they may be charged twice for the removal and replacement of their boat. Members will be charged the fee prevailing from time to time for this service.

4.6. The operation of the forklift and of the crane shall be by suitably authorized HHYC Marine Staff only.

4.7. Winches associated with the launching and recovery of craft kept in boat racks and on the Hardstanding can be operated by Club Members at their own risk. This specifically excludes their operation by children or visitors. HHYC Marine Staff will be available to operate these winches at all times during the Club's normal operating hours.

5. USE OF EQUIPMENT

5.1. Members using the winches, capstans and equipment and all other Club facilities do so entirely at their own risk. The Club will not be liable for any damage or injury howsoever caused. See Bye-law 28 Section 1.

6. SUPPORTS

6.1. Subject to Bye-law 4.7 only the Club's Marine Staff shall be allowed to operate the Club's equipment for the lifting of boats. The Marine Manager, Assistant Marine Operations Manager, or Marine Operations Supervisor shall be entitled to give directions to Members or to require a Member to take any measure, which the deem necessary to safely secure boats on the hardstand. The Club shall provide all equipment necessary to lift boats out of the water, including but not limited to the crane, fork lift or other mechanical device for lifting boats, slips, slings, props, wedges, straps, stands and cradles. Members shall provide all necessary ropes required to secure a boat whilst being or lifted. Members shall be obliged to sign a waiver of liability in a form prescribed by the General Committee before any lifting operation can be carried out.

6.2. Notwithstanding Bye-law 6.1 of this section 3, Members shall not be required to be present or to assist the Marine Staff in launching or recovering boats from the boat racks. Marine Staff shall not be responsible for washing or cleaning boats before they are replaced in the boat rack, and they shall not be responsible for fitting covers to boats, for opening bilge drains or posting warning notices that bilge drains are open before a boat is replaced in the boat rack or Hardstanding.

7. UNSEAWORTHY CRAFT

7.1. During the Typhoon season (May to October inclusive) craft normally moored or berthed are not to be rendered unseaworthy whilst out of the water for overnight periods or for any period if Typhoon signal No.1 or higher is hoisted, without the consent of the Marine Manager or the General Manager.

8. TYPHOON SIGNAL NO. 3

8.1. Upon the hoisting of Typhoon signal No. 3, appropriate facilities shall be made available (tides and weather conditions permitting) to allow the Club's sampans or pontoons to be taken out of the water. The Marine Manager and the General Manager shall have sole discretion to decide which facilities are required at the time.

9. EMERGENCIES

9.1. The Marine Manager and General Manager reserves the absolute right to move a Member's craft from the boat racks in case of an emergency. The Club will make all reasonable efforts to ensure that the Member's craft can be refloated without damage.

10. CHARGES

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

11. OVERSTAYING OCCUPANCY

11.1. Members must inform the Marine Manager if they have problems which will result in their craft not being able to be launched on the date booked for the craft to be returned to the water, as soon as possible, but no less than 24 hours from the launch date. Failure to do so may result in the craft being launched before work is completed on the craft.

12. HAULING OUT/ LAUNCHING OUTSIDE NORMAL HOURS

12.1. Hauling Out/Launching Outside Normal Hours in this context means outside of the HHYC Marine Department's normal operating hours. A Member requiring this service must give two (2) days' notice to the Marine Manager. The Member concerned will be charged the staff overtime rates from either the end of the Marine Department's normal operating hours until the exercise is complete or from the start of the exercise until the start of the Marine Department's normal operating hours. The Marine Department's normal operating hours are displayed on the Club's notice boards; provided that the Club will not remove or replace boats from or to the boat racks outside of the Marine Department's normal operating hours.

13. DAMAGE TO OR LOSS OF CLUB EQUIPMENT

13.1. Damage to or loss of Club property, equipment or tools however caused must be reported either to the Marine Manager or the General Manager in order that replacement or repairs may be expedited. Reporting the damage or loss to the Club does not

release Members from their statutory duty to report damage caused to any vessel to the Marine Department. Members who do not return the Club's equipment or tools in good order and repair after they have been borrowed from the Club shall be charged either for their replacement or repair.

14. WORKSHOP/ ENGINE STORE/ LOCKERS

- 14.1. Any Member using the workshop facilities provided by the Club does so entirely at his own risk.
- 14.2. Members are responsible for leaving the workshop in a clean and tidy condition after use and must use the equipment provided in accordance with the displayed notices. The workshop is not to be used as a storage area.
- 14.3. Under no circumstances are children permitted in the workshop.
- 14.4. Any engines or equipment left in the engine store must be identified with the owner's account number or full name. Unidentified items may be disposed of by the Club without recourse to the owner.
- 14.5. All items stored or left on Club premises are entirely at the owner's risk with no responsibility by the Club or its employees.
- 14.6. Members shall not store toxic, volatile, corrosive or flammable liquids or gases including without limitation, acids of any description, petrol, diesel, paraffin, paint of any description, paint thinners, paint remover, solvents of any description, butane, propane or LPG in the Members sail lockers or elsewhere on the Club's premises other than, in the case of boat fuel, in properly constructed fuel containers located either in or on their craft, or in a designated fuel storage area, and in all other cases in a designated storage area or in the paint locker provided for members' use. Items left in the paint locker shall be clearly marked with the owner's membership number and the date they were placed in the paint locker.
- 14.7. The Club has battery-charging facilities that are provided by the HHYC Marine Department. Members wishing to have their batteries charged should contact the Marine Office or a member of the Marine Staff for assistance. The Member will be debited with the appropriate charge on the POS system..
- 14.8. LPG, Butane, Propane and other inflammable gas storage vessels/cylinders ("gas cylinders") may only be left in the area designated for the storage of gas cylinders from time to time. Gas cylinders left in the designated storage area shall be marked in paint or permanent marking pen with the owner's membership number. Members shall not leave gas cylinders unattended in any part of the Club's premises, whether or not they contain any gas or whether they are intended for disposal. If the Club's staff find a gas cylinder left unattended anywhere on the Club's premises they shall remove it to the designated storage area. If Members wish to dispose of gas cylinders they should leave them in the designated storage area marked with paint or permanent marker pen as being for disposal together with their membership number.

15. EQUIPMENT HIRE

PREAMBLE. The Club owns several items of equipment that members can hire on a first come first served basis.

- 15.1. A Member wishing to hire any equipment shall pay the appropriate deposit and fee, by POS, and may then obtain the equipment from the HHYC Marine Office.
- 15.2. The Member shall take all reasonable precautions to avoid causing a nuisance, damage or injury to other Members, their property, visitors, and staff of the Club or its property.
- 15.3. The Marine Manager and or HHYC Marine Staff will give instructions as appropriate regarding the use of any such equipment.

16. MARINE OPERATIONS LOCKER CONTAINER

- 16.1. This container is for the sole use of HHYC Marine Staff for storing Club equipment. Members are not under any circumstances to use it for storage of personal equipment.

SECTION 4 - PONTOONS AND SAMPANS

PREAMBLE. The Club has pontoon facilities in both the Marina and Inner Harbour locations and a sampan service available for Members' use.

1. GENERAL

The pontoons shall only be used by Members as described in Bye-law 2 below.

- 1.1 Except as specifically provided for in these Bye-laws the pontoons must not be used for overnight parking or casual mooring of craft. They are intended for active use involving maintenance, repairs and for taking on/off crew and/or stores. When such activity is complete and/or the time limits specified below have elapsed (whichever occurs first) the craft must depart from the pontoon.

- 1.2 Embarkation and disembarkation of passengers and crew is limited to fifteen minutes, irrespective of which pontoon section is used. Members are responsible for ensuring that their boat-boys do not infringe this Bye-law, and that while waiting for the Member the craft stands off or remains on its mooring.

2. USAGE

YELLOW SECTOR

RESTRICTED TO CLUB USE ONLY.

GREEN SECTOR

Limited to 24 hours only, unless prior approval has been obtained from the Marina Operations Management or Marine Manager.

On weekends the number of overnight stays on Saturday nights and nights before Public Holidays shall not exceed two in any calendar month. Also there shall not be more than two such consecutive overnight stays in any two consecutive month periods, unless at the express permission of the Marine Manager or General Manager. A fine of HK\$500.00 will be imposed for any infringement.

RED AND WHITE SECTOR

SPEEDBOATS AND VESSELS KEPT ON THE HARDSTANDING ONLY.

No overnight parking except with the permission of the Marine Manager or General Manager. A fine of HK\$500 will be imposed for any infringement.

BLUE AND WHITE SECTOR

TENDERS ONLY

Tender Pontoon is strictly for tenders of 3.1 meters/10 feet or less, with an engine of no more than 3kw/4 HP, displaying a current Club Tender Label.

Tenders that do not have proper credentials will be removed by HHYC Marine Staff and the Member will be charged.

Tenders alongside overnight will be charged a fee of HK\$ 10 unless permission from the Marine Manager or General Manager is obtained in advance.

BLUE SECTOR

Saturday, Sunday and Public Holiday. Casual mooring for 2 hours only, for taking on provisions, water, embarking and disembarking of passengers. A penalty of HK\$500 will be charged for any infringement of 24 hours or part thereof.

Monday to Friday Midnight. Limited to 24 hours only, unless prior approval has been obtained from the Marine Manager or General Manager. A penalty of HK\$500 will be charged for any infringement of 24 hours or part thereof.

WHITE SECTOR

Berthing of vessels of 6 meters or less with valid HHYC boat sticker.

Vessels that do not have proper credentials will be removed by HHYC Marine Staff and the Member will be charged. Vessels alongside at 0500 will be charged a fee of HK\$ 20 unless permission from the Marine Manager or General Manager is obtained in advance.

3. INFRINGEMENT

- 3.1 The General Manager or Marine Manager may instruct the Club's Marine Staff to return any Member's Craft infringing Bye-law 2 above to its Swing Mooring, Hardstanding or boat rack space with no liability to the Club, and the Member will be charged the appropriate fee.

- 3.2 Members whose craft infringes upon Bye-law 2 shall in addition to any charge levied in accordance with Bye-law 3.1 for the return of a boat to its Swing Mooring, Hardstanding or Boat Rack space may be liable to pay a penalty at the rate specified in the Club's list of Marine Service Charges, as that list may be amended from time to time.

4. EMERGENCIES

4.1 In case of emergencies, the Marine Manager or the General Manager has the absolute right to have the pontoons cleared of craft, with or without the owners' consent.

5. SPECIAL EVENTS

5.1 The General Committee has the authority to reserve all or part of the pontoons for special events. Warning of such will be given in the Club newsletter or on the Club notice board and at both the Marine and General Office.

6. SECURITY AND SAFETY

6.1 While the Club will endeavor to maintain all Club and Marine facilities this include the pontoon(s) in good order, Members and their guests using them do so at their own risk.

7. SAMPAN SERVICE

7.1 The hours of operation of the sampans from time to time shall be posted on the Club's notice boards: - The following special conditions apply:

Typhoon Signal No. 1	Normal Hours
Typhoon Signal No. 3	Sampan service at discretion of Marine Manager or the General Manager
Higher Typhoon Signals	Absolutely no 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.

7.3 Sampans are not allowed to service the area South East of a line drawn South East from the end of the Pak Sha Wan Public Pier.

8. BOAT LAUNCHING AND RECOVERY SERVICE

8.1 The Club will launch and recover or remove and replace Members Boats from the Boat Racks during the hours of:-

Weekdays	0900 - 1730
Saturdays, Sundays and Public Holidays	0830 - 1830

Any temporary adjustments to the above hours will be displayed at the Marine Manager's Office. The following special conditions apply:

Typhoon Signal No. 1	Normal Service and Hours
Typhoon Signal No. 3	Boat Recovery and Replacement in Boat Racks only
Higher Typhoon Signals	Absolutely No Services

SECTION 5 - CLUB LAUNCH DINGHIES AND KEEL BOATS

1. CLUB LAUNCH

1.1 The Club motor launch is primarily for use as a Committee boat for Club races and other Club activities. It is also available for hire by Club Members when not required for Club use. Application for private use should be made through the general office. The Club motor launch and its tender shall only be operated by members of the Club's marine staff.

1.2 While every attempt will be made to ensure that the Club launch is available when hired, in case of an emergency the Club has priority over any bookings that may have been made. Absolute discretion in this regard is vested in the General Manager, the Marine Manager and or any Flag Officer of the Club.

1.3 Rules for hiring the Club launch are published on the Club notice boards and Website and are available for inspection in the Marine Office. The rules for hiring include manning requirements and area of operation limitations. Charges will be set from time to time by the General Committee.

1.4 In the interests of safety, users of the Club launch must report all deficiencies in the defect log provided. Loss or damage caused by fair wear and tear is not chargeable. Loss of or damage to the Club launch, which is assessed by the General Committee as being caused by negligence, carelessness or improper handling, will be charged to the Member's account.

1.5 Members hiring the Club launch are responsible for the conduct of their party.

- 1.6 When the No. 3 Storm Signal is hoisted, the Club launch must not be removed from the Club mooring. If the Club launch is in use when the No. 3 Storm Signal is hoisted, it must be returned to the Club mooring or if conditions dictate, to a Government typhoon shelter.

2. CLUB DINGHIES AND KEEL BOATS

PREAMBLE. The Club operates a Sail Training Center (STC) providing adult and junior sailing courses for both dinghies and keel boats. The Sail Training Center manages a fleet of Club dinghies and keel boats for Members' use.

- 2.1 Rules and guidelines for use of Club dinghies and keel boats are available for inspection in the STC office but are also published on the Club Website and Notice Boards. Members wanting to hire Club dinghies or keel boats and youth sailors or Member's children wanting to hire Club dinghies must be on the Club's "Approved Helms List". This can be done by either completing a certificated sailing course through the STC or have a "Sailing Assessment" done by the STC Sailing Instructors.
- 2.2 Members and or Hirers wanting to charter the Club keel boats must also hold a valid Masters & Engineers Class 2 Hong Kong Pleasure Boat Operators License.
- 2.3 Children under the age of fifteen are not permitted to use the Club's dinghies unless they are under the constant supervision of an adult who has been examined by the Club in the safe use of the dinghies. Where the adult is not the parent or guardian of the child, the adult shall have a written authority from the child's parent or guardian allowing the adult to supervise the child in the use of the Club's dinghies. No child aged fourteen years or under shall take charge of a Club dinghy unless a rescue boat is in attendance.
- 2.4 Members must ensure that unsupervised children aged fifteen or over but under the age of eighteen do not use the Club dinghies without their parents' consent. Member's children in this age bracket will not be permitted to use Club dinghies unless the Club is given specific written approval by the Member.
- 2.5 In the interests of safety, users of Club dinghies must report all deficiencies to Sail Training Centre staff. Loss of or damage to the dinghies, which is assessed as being caused by negligence, carelessness or improper handling, will be charged to the Member's account.
- 2.6 Buoyancy jackets or life jackets and other items of personal safety equipment as may be prescribed from time to time by the Sail Training Centre must be worn when using the Club dinghies and keel boats as directed by the Sail Training Centre Instructors. A limited number of buoyancy jackets and other items of personal safety equipment are available from the Sail Training Centre. As it is not possible to provide for all sizes, Members using the dinghies are urged to procure personal buoyancy or life jackets and other items of personal safety equipment to suit their own individual requirements.
- 2.7 When the strong Monsoon Signal or Typhoon Signal No.3 is hoisted, the dinghies must not be launched. If already launched they must be returned to the Club as soon as possible, or to another place of safety if conditions so dictate. In inclement weather conditions the launching of Club dinghies and keel boats will be at the absolute discretion of the Sail Training Centre Manager, Marine Manager and/or the General Manager.

3. LIABILITY

- 3.1 The Club accepts no liability whatsoever in respect of the use of any Club craft. See Bye-law 28 of Section 1.
- 3.2 Members are required to ensure that all safety precautions are observed and to sign an indemnity for every use of Club craft.

SECTION 6 - VEHICLE PARKING

1. Members who wish to park their cars may only do so whilst they are on Club premises or aboard their vessel.
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.
3. Subject to Bye-law 1.7, car parking shall be available only to Members.
4. The charge for parking a car will be decided by the General Committee from time to time. This charge will be added to the Member's monthly bill. Upon driving onto the Club premises each Member will be required to operate the automatic gate with his membership card. Where the automatic gate is in operation the member shall also need to use his membership card to operate the automatic gate upon departing the car park. Operation of the automatic gate by the membership card will cause the POS system to record the time of entry and departure and to calculate and post to the Member's account the charges for that use of the car park. Where the automatic gate is in operation the parking charges as calculated by the POS system will be shown on the member's monthly account and shall be deemed to be a correct record of the Member's use of the car park during the relevant accounting period unless the Member raises a query concerning the parking charges prior to the date of the monthly autopay payment being made.
5. If a Member enters and leaves the car park within 30 minutes no charge will be levied.

6. Notwithstanding Bye-law 1.3 non-members who are guests of Members and members of Hong Kong Clubs with reciprocal rights may park on the premises on weekdays and weekday evenings, except public holidays. Where a Member wishes to have guests park on the premises pursuant to this Bye-law he shall advise the general office (or the Restaurant Manager if after office hours), at least 1 hour prior to the time of the guests arrival, of the registration number of the guest's vehicle in order that the gatekeeper can be notified. Normal parking charges shall be levied on the guest's car and the Member shall be billed. Vehicles driven by members of Clubs in Hong Kong with reciprocal rights shall be admitted on production of their home Club's membership card and they shall be billed via the chit system.
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.
8. Members are strictly prohibited from using their membership card to allow a non member's vehicle to enter the car park.
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 7 - LIBRARY

PREAMBLE. The Club has a library of books and magazines for use by Members.

1. Printed publications shall be placed into either the "free library" or the "controlled library" as decided by the General Manager. Magazines are for use within the Club premises and are not to be removed therefrom.
2. The "free library" shall be available for all Members to use on a trust basis. There will be no control over the loaning of the books or magazines. It is expected however that the Member will return the publication in good condition and in a reasonable time. The club will spend no money on increasing the collection, relying entirely on donations from Members and friends.
3. Members wishing to borrow a publication from the "controlled library" must enter the details on a signed chit. The Member will incur a fine if the publication is not returned or the loan not renewed within a month or an alternative period as agreed by the General Committee.

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 ~~8.143-5~~ 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.

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 ~~8.143.5~~ 8.143.5. The 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.

SECTION 9 – HHYC SOCIAL MEDIA POLICY

- 1 The Club encourages members to publicly share their HHYC experiences online. However, should the Club become aware that inappropriate content (including but not limited to Commercial endorsement, foul language, unauthorized photographs, or information of a sensitive nature) has been posted to HHYC Social Media pages, it will be removed without notice.

白沙灣遊艇會有限公司

附例

註冊成立於 一九六三年六月七日

印刷於 二零二四年十二月

白沙灣遊艇會有限公司

附例

印行日期：二零二四零年十二月 奉執行委員會之命

本附例是根據本會公司章程第 15.7(b)66 條編訂。

本附例的中、英文本如有任何差異，概以英文本為準。

會長

~~Don Johnston~~ Sonny Payne

二零二四年十二月

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定義及解釋

本附例採用本會公司章程第 1.1 條所定義的詞彙。

「章程」指本會公司章程中所述的條例，任何對「條例」的引用應指同一章程內之條例。

「會所範圍」：根據本條例，會所範圍指包括本會佔有的土地，本會在白沙灣及 / 或香港遊艇會西貢分會擁有浮泡泊位的水域範圍，以及所有會員擁有私人浮泡泊位的水域範圍。白沙灣 / 香港遊艇會西貢分會的入口處之方位浮標與白沙灣公眾碼頭之間的主要航道的南面水域範圍除外。

~~「旗幟委員」：雖然有公司章程第 28 條規定，附例內的旗幟委員，指並包括本會的所有主要委員。~~

「浮泡泊位」：除非附例內另有說明，否則包括海上浮泡、岸上船位或浮橋泊位。

「POS」：代表銷售點系統。

~~「配偶」：指與會員同居的伴侶，若會員與其配偶分居，有關會員有通知本會的責任。然而，已分居的配偶仍可在會員賬單內簽署掛賬單，但必須得到該會員的許可及由該會員向本會發出書面通知。~~

~~「在附例中，表示單數意義的詞包括複數，反之亦然。表示陽性意義的詞包括陰性。」~~

簡介

會員責任

~~「會員有責任細閱並遵守本附例。倘若會員違反附例，必須根據本會的公司章程就違反事宜對執行委員會負上全部責任。」~~

執行委員會的權力

~~「會員必須注意，執行委員會如發現有任何會員違反附例，可根據本會的公司章程的第 12.6 18、20 及 21 條，有權取消其會籍，或暫停會員使用本會範圍及享用所供給的一切權利的資格為期不超過六個月。」停籍會員仍須繳付月費及建築附加費，但可免除餐飲最低消費。~~

執行處罰的準則

各項附例的內容已包括有關會員違反附例的處罰。執行委員會會依據常理來訂定及執行處罰，並擁有酌情決定權。假若會員因無心之失或在不可避免的情況下違反附例，本會不一定會硬性照例處罰會員。例如在上述情況下，初犯者如能向小組委員會解釋有關情況，處罰通常都可豁免。但是，若職員在當時已告知該會員某些行為已經或將會違反附例，則該初犯者的處罰將不能豁免。

會員必須知道，有關本會是否處罰會員的酌情權，概與本會職員無關，但與管轄會員違反附例的本會所在地的委員會有關，或與執行委員會有關。

職員看見會員有違反附例的情形，必須向有關委員會會長報告，該委員會擁有是否處罰會員的最後決定權。

第一節 - 會所及一般事項

1. 餐廳和花園酒吧的開放時間由本會管理層決定，並於本會告示板和網站公佈。列明開放時間的告示可見於酒吧及本會網站。
2.
 - 2.1 在餐廳公佈時間外營業，必須由總經理或餐飲部經理預先安排，只有預約之特別活動才會得到批准。
 - 2.2 會員有意使用本會設施作私人活動須於活動日前填妥活動預約表，並須向本會支付按金以預留場地。會員須於活動日繳清及簽妥掛賬單。
3. 酒吧會繼續招待於營業時間後仍未離開之會員，在延長營業時間中仍逗留酒吧內會員的費用會依照執行委員會規定計算按時收費。會員無須簽署超時欠項的掛賬單，而會員超時離開酒吧的時間會由當值的酒吧服務員的記錄以計算每位到場會員應繳付超時的費用。
4.
 - 4.1 會員均獲由本會發出的會員證。會員不得給予本人以外其他人士使用會員證。會員可授權本會另發一張附屬會員證予其配偶。會員證亦可發予會員十五歲以上子女（定義見 [公司](#) 章程），並收取按附例第一節第 12 條所定之收費。發給會員子女的會員證將於其十八歲生日時到期，但若仍在接受專上教育，其會籍可延長至二十三歲生日當日或完成專上教育當時，以較早者為準。會員有責任申請延長會籍，並提供繼續教育的證明。會員須注意其十八歲以上子女到訪本會時須以訪客身份進入，但仍在接受專上教育並擁有會員證者則除外。務請會員在其子女十八歲時讓其加入成為青年會員。會員進入或使用本會設施時，在本會主要委員或職員要求下，必須出示會員證。任何本會的主要委員、執行委員會成員、或本會職員均有權在現場查核使用本會設施的人仕以確保他們是紀錄良好的會員，並有權要求使用本會設施的人仕證明會員身份或出示他們有關使用設施權利之證明。
 - 4.2 POS 掛賬單於會員每次到訪本會時記錄會員所下單的食物和飲品，或記錄海事部門為會員或按會員指示所作一切行動。每次享用本會設施時，會員須在離開本會前，核對 POS 掛賬單上的食物項目或使用海事或航海訓練中心設施的工作清單後才簽署該掛賬單。然而，若經授權，會員配偶或其十五歲以上子女亦可代會員簽署掛賬單。在任何需要的情况下，會員的配偶或其子女均須出示會員證。如果會員或其配偶或其子女沒有在離開本會前簽署 POS 掛賬單，除了明顯的錯誤外，所有 POS 掛賬單的記錄均視為正確。
5. 十八歲以下人仕不得在會所範圍內飲用含酒精飲料。如在本會主要委員或職員要求下，會員必須出示年齡證明文件（香港身份證已足夠）。
6. 十四歲或以下人仕不得進入酒吧。
7. 在任何情況下，會員在會所範圍須依照場合、時間及執行委員會的指示，穿著整齊合適的衣服。
8. 在會所大樓範圍，本會會員須確保其子女及 / 或賓客行為適當。根據 [公司](#) 章程，一旦證實其子女及 / 或賓客行為不當，本會可對該會員採取紀律行動。在本會範圍內，會員應小心管束其十五歲以下小孩。
9. 在會所範圍內，賓客須由會員陪同。會員須確保其賓客的姓名於當日填寫在保安部之訪客名冊上。在本會舉行之帆船比賽日到訪的船長與船員及前來參加預先安排的活動之賓客，則屬例外。執行委員會可授權其他遊艇會或航海會會員簽署掛賬單，以向其屬會收回所須費用；否則，賓客只可使用於酒吧售賣的現金券或八達通購買酒吧物品，並不准以會員身份簽署掛賬單。互惠會所會員無須於訪客名冊上簽署。
10.
 - 10.1 公眾假期、星期六及星期日，每位會員最多只能攜同四位賓客進入餐廳、露台和酒吧。相同賓客只能每月到訪本會兩次。
 - 10.2 根據執行委員會全權酌情決定，平日賓客數目一般不受限制。然而，如會員有意邀請十位以上

賓客於本會享用酒吧及 / 或餐廳設施，須先取得總經理或餐飲部經理同意。

- 10.3 定期使用本會設施的人仕應申請為會員。10.1 及 10.2 項的豁免可由總經理批准。申請最理想於最少二十四小時前以書面形式辨妥。
- 10.4 當執行委員會同意給予其他香港會所的會員互惠使用權時，其他香港會所會員按照本附例行使該互惠使用權並受本附例所約束，與本會會員無異。除非互惠安排對使用本會某些設施加以限制，否則互惠會所會員均可享用本附例中所提及的各項設施。
11. 若會員破壞本會設施，執行委員會可評估設施損壞程度，並向有關會員收取賠償費用。會員須為其賓客或其本人或其賓客的子女所造成的任何損壞負責。
12. 執行委員會將不時釐定本會設施的各項收費及使用安排。在本附例內註明的各項標準收費，執行委員會可不時作出調整，並張貼於本會告示板上及本會辦事處內，以供查閱。
13. 會員或賓客均不該付小賬予本會全職或兼職職員。
- 14.
- 14.1 會員不得辱罵或譴責本會員工。本會不容許會員用粗言穢語辱罵、恐嚇或欺凌本會員工。此等行為將可能被視作暫停會籍或開除會籍的理由。
- 14.2 會員如嚴重違規，總經理或其代表可以即時暫停其會籍，並於 2 個工作天內進行調查。如會員對待本會員工有行為不當，總經理或其代表亦可以向該會員發出警告信。
- 14.3 會員如欲投訴本會員工或本會服務，可以書面轉發。又或在緊急情況下，立即通知總經理或當值經理。所有需要執行委員會處理或決定的事宜，總經理會於調查後轉發給執行委員會。或者，會員可直接向執行委員會作出書面投訴。
15. 本會出售之物品均不得退還。會所範圍內只可飲用在本會購買的食物及飲品。燒烤食品只可在燒烤場進食，而不可在餐廳進食。會員不可在會所大樓、露台和花園酒吧內進食 [船上商店] 購買的食品。
16. 本會將於每月月底發出賬單予各會員，會員須於翌月廿五日前繳清。賬單項目包括：
- 16.1 該月內在本會購買的物品。
- 16.2 翌月會費及本會設施租用費。
- 16.3 在繳款到期日，不論任何原因，會員如有欠款未繳清，將被額外徵收\$350 元罰款。
- 16.3.1 未經本會總經理的事先書面批准下，倘若會員仍於任何十二個月期間多於兩次在繳款到期日尚有欠款未繳清，第三、四及五次出現欠款到期未繳清時，第 16.3 條所指的每次罰款將增至一個月月費，其後再犯者，每次罰款將增至一個半月月費。遲交罰款將維持為較高金額，直至會員連續十二次按時繳付賬單款項為止。
- 16.3.2 同時，在十二個月期間多於三次在繳款到期日後仍拖欠賬單款項的任何會員須向本會支付按金。該按金金額相等於過去十二個月內會員賬單平均值的三倍，本會將繼續持有按金至少直到會員 連續十二次按時繳付賬單款項為止。本會將不給予會員該款項之利息，且按金不視為預繳款項，即會員仍須如常支付下述每月賬單。然而，倘若會員退會時賬單仍未繳清，按金可抵銷任何拖欠本會的款項。繳付按金要求一經提出，會員不得進入本會，直至繳清按金為止。
17. 所有會員須以銀行自動轉賬形式繳交賬單費用（自動轉賬安排）。任何以非自動轉賬安排繳交之費用，會被徵收\$250 費用。
- 17.1 除非執行委員會另有特別授權，否則根據附例第 17.3 條，所有會員須以銀行自動轉賬形式繳交賬單費用（「自動轉賬安排」）。

- 17.2 任何自動轉賬安排的最低金額須由執行委員會不時釐定。
- 17.3 執行委員會可酌情准許不願以自動轉賬安排形式繳款的會員向本會提交無息按金，該金額相等於按附例第17.2 條所指執行委員會不時釐定的自動轉賬安排的最低金額（「按金安排」）。執行委員會可酌情降低該按金至會員過去六個月賬單的平均值。本會以誠信處理該存放於本會的按金而並非或不視為基於衡平法，且不會給予會員有關款項的利息。
- 17.4 除會員獲准轉換處理自動轉賬安排的銀行或在任何其他事先知會本會的原因下取消安排外，倘若會員在並未得到執行委員會批准根據附例第 17.3 條以按金安排取代自動轉賬安排下，取消自動轉賬安排，本會在發現會員已取消自動轉賬安排後，便會暫停會員的餐飲權利，並一直暫停直至達成以下其中一項：
- (i) 恢復自動轉賬安排；或
 - (ii) 執行委員會批准會員作按金安排，且本會已收到執行委員會批准的按金金額；或
 - (iii) 停籍會員仍須支付月費及建築附加費，但可免除餐飲最低消費。
- 17.5 倘若會員以按金安排取代自動轉賬安排，本會每月將以按金抵銷會員的月費單，會員用作支付月費單的金額將用作補充按金。
- 17.6 倘若以按金安排取代自動轉賬安排的會員未能於繳款到期日後下一個月首日前繳付月費單，本會將暫停會員的餐飲權利，直至會員補充按金以支付任何欠款為止。停籍會員仍須支付月費及建築附加費，但可免除最低飲食費用。
- 17.7 倘若會員拖欠賬單款項達 30 日：
- a. 會員的一切權利將被暫停，及
 - b. 會員的姓名將會被張貼於本會告示板，及
 - c. 會員須按本會的公司章程第 12.6(a) 17 條所要求出席執行委員會會議，對其行為作出合理解釋，且提出使執行委員會滿意的安排，否則本會將根據本會的公司章程第 12.6(b) 18 條要求該會員自動取消會籍。
18. 根據章程第 12.5 條，會員如更改通訊地址，必須通知會籍事務主任總經理。
19. 除作為提供予會員的海事設施服務外，任何人以會所範圍或設施作任何形式的商業活動，均屬違反本會業權的條款及條件，本會絕對禁止。
20. 個人物品只能存放在本會提供的貯物櫃內。貯物櫃之收費由執行委員會不時決定。
21. 只有會長才可作會所招待，會長不在場時，可授權他人作招待。一般而言，招待或送禮只限於餐飲及贈送會旗或本會領帶。
22. 會員不得攜帶寵物進入任何餐飲準備或服務區、兒童遊戲場、廁所及更衣室，尤其是（但不限於）使用為會員而設的浴室來替寵物沖洗或洗澡。在會所範圍內，狗隻必須扣上狗帶及受適當管束。寵物不得滋擾或危及會員或其子女及訪客，會員不可疏忽遺留狗隻於本會平台、滑道、碼頭或浮橋或使用浮泡，浮橋泊位或泊位處的船隻內。
23. 會員租用會所大樓或其他設施，必須獲總經理或餐飲部經理批准。本會設施的享用不只限於租用者。
24. 只有會員出售物品的廣告，才可張貼在本會告示版上，為期最長三個月。廣告須交予本會辦事處。會員亦須繳交定額費用。
25. 會所將於農曆新年首日暫停營業。於農曆新年翌日及第三日將維持有限度服務。在農曆新年期間，存放於架上的船隻經海事經理同意下，可泊於浮橋。
26. 本會提議各會員替船隻購買綜合保險。法律規定所有享用本會設施的船隻均須購買第三者保險。於本會

的浮泡、岸上船位或浮橋之船隻必須具備有效牌照。會員所持的第三者法律責任保險須覆蓋下述附例第28條所列的會員責任和義務。

27. 對於天然及人為災害，本會獲賦予權力採取任何可行方法以保障個人、本會財產及他人財產。本會有權向被執行委員會裁定須為該次災害負責的會員追討所需一切費用。
28. 因使用或操作本會提供之任何設施而使任何會員、會員之任何賓客、任何其他人士、或使任何會員、賓客或其他人士之財產蒙受的任何損失、損壞或損傷，本會概不負責。本會設施包括但不限於會所大樓及其範圍、渡輪服務、本會遊艇或其他會船、維修滑道、工場及工具、舢舨、高壓清洗機、起重機、絞車、浮橋及其他由本會提供使用之設施。使用任何有關設施的會員須就其使用該等設施而產生之任何損失、損壞及損傷所引起之索償，向本會及其他會員作出彌償並保障本會及本會其他會員免受損害。會員在此接受遵守本附例，會員及其家屬放棄追討因使用有關設施而產生之任何損傷、損失或損壞並致使該會員或其財產蒙受損失的賠償。
29. 禁止在會所大樓使用手提電話或傳呼機。然而，露台兩側及花園酒吧範圍可使用手提電話。
30. 與本會有互惠權益的香港會所之會員，若會員違反本附例，本會有權暫時停止或取消其使用本會設施。有關執行委員會暫時停止或取消使用設施的事宜，應透過其執行委員會或**旗幟主要**委員處理。
31. 會所範圍內有監控中的閉路電視。
32. 執行委員會若認為會員紀錄不良，須由名譽秘書通知該會員。
33. 除非為直屬家庭成員或監護人，學生會員不得邀請賓客進入本會。學生會員僅可在花園酒吧為其本身或直屬家庭成員或監護人購買食物及飲品。如花園酒吧已關閉，且露台或餐廳尚有位置時，方可使用露台或餐廳。
34. 會員、賓客或任何人不得在會所範圍內攜帶或儲存任何形式的武器。武器的定義為設計或用於對人、生物或物體造成傷害的物品。這包括但不限於棍棒、獵刀、槍械、漁叉用具及其他用於傷害及 / 或殺害他人或生物及 / 或損壞物體的任何其他推進裝置。

第二節 - 浮泡泊位、浮橋泊位和岸上船位

導言：本會設立大型浮泡泊位、浮橋泊位和岸上船位等海事設施供帆船及 / 或機動船停泊，主要是配合本會首要宗旨 - 「鼓勵帆船及機動船航海及其他有關活動」。如沒有這些停泊設施，會員在擁有船隻方面將會受到嚴重限制。

這些設施的供應有限，執行委員會有責任確保這些設施妥善安全使用，並使更多會員能享用這些設施。

1. 一般事項

- 1.1. 本會的浮泡泊位，包括浮橋泊位、浮泡泊位及岸上船位（如屬浮泡泊位，包括鉛錘、浮泡石躉、浮泡鐵鏈和浮標或組成浮泡泊位的其他此等設施）為本會全權擁有及負責管理。本會全權酌情分配予會員或由一位會員轉移至另一位會員。
- 1.2. 分配浮泡泊位、浮橋泊位及岸上船位設施時，本會會考慮船隻是否適合停泊於浮泡泊位、浮橋泊位或岸上船位。分配浮泡泊位時，本會會考慮浮泡石躉的重量、放入浮泡泊位鐵鏈的大小。分配浮橋泊位及浮泡泊位時，本會會考慮船隻總長度、食水深度及受風面積。分配所有浮橋泊位及浮泡泊位時，絕對取決於泊位的設計載重。在任何情況下均不得向會員分配浮橋泊位及浮泡泊位，以致船隻的載重在任何風況及任何情況下超過泊位所能承受的程度。本會可絕對酌情決定是否讓船隻停泊於載重超過所能承受程度的泊位。本會亦可以其認為不適當的其他原因，包括但不限於船隻與浮泡泊位相連或鄰近海事設施時，為會員帶來的方便程度等船隻可能造成的影響，酌情否決向會員分配浮泡泊位、浮橋泊位或岸上船位。
- 1.3. 不同類別的岸上船位和浮泡泊位是根據船隻的總體積及其包括船隻引擎、起重機吊籃子及 / 或滑輪

車之重量和船體設計由海事經理作出分配。船隻、引擎、滑輪車或其他設備之任何部分均不能超越所劃定的船位範圍。

- 1.4. 會員所租用之浮泡泊位、浮橋泊位及岸上船位只供作擬定用途，即供會員存放或停放船隻之用。船隻體積必須要符合標準，並且為會員所擁有或租用，或為公司所擁有。如船隻為公司所擁有，會員則須遞交一份由公司董事會決議案的真實副本予海事經理，證明船隻由公司授權給會員（或者，如果較早前已獲得執行委員會明確同意，證明由公司授權給該會員的配偶）擁有特權使用船隻。如屬公司，如此獲任命的會員必須為擁有船隻的公司的董事會成員。
- 1.5. 所有本會海事設施的使用費由執行委員會根據第一節附例第 12 條訂定。會員因缺席或於任何期間內沒有使用有關設施，如本會分租有關浮泡泊位、浮橋泊位或岸上船位，海事經理可酌情豁免其繳交有關本會海事設施使用費。
- 1.6. 不論任何原因、天氣狀況或海面情況對停泊在本會浮橋泊位、浮泡泊位或私人浮泡泊位的船隻所遭受或引致的任何損壞，本會概不負責。
- 1.7. 使用岸上船位及其範圍時，會員必須依照本附例第一節附例第 11、12、26 及 28 條。本會無須對會員的船隻、裝置或設備承擔任何責任。
- 1.8. 被分配岸上船位的會員應只使用經海事經理就適用性所允許之滑輪車。會員亦應確保滑輪車在任何情況下均能正常操作，以便海事職員可在有需要時或發生緊急事故時，將滑輪車駛開，進行清理或維修工作。倘若海事經理認為有滑輪車未能合乎以上之要求，則有權書面通知該會員，要求將滑輪車修好。如會員收到通知後一個月（30 天）仍未能將滑輪車修好，海事經理有權採取任何其認為將滑輪車修好的所需行動，而該會員須繳付海事經理認為完成有關工作的所需費用，包括本會海事員工之薪酬。
- 1.9. 法例規定於香港海面上的船隻須遵守香港海事處條例。任何使用本會海事設施的船隻須具有有效保險，並須按香港海事處條例要求取得牌照。會員須每年向本會海事部門提交有效牌照和保險副本。未能提交有效文件可作為終止浮泡泊位、浮橋泊位或岸上船位協議的理據。

2. 所有海事設施的申請

- 2.1. 申請人須向本會遞交已填妥之合適表格，申請表格可於海事辦事處索取。僅團體會員、資深普通會員及正式會員可申請海事設施，小艇泊位則除外。
- 2.2. 除下列情況外，會員不可獲分配本會海事設施：
 - a. 會員已向海事經理提供包括平面及立體的尺寸圖則，並在可能和可行的情況下提供船隻的相片。有關圖則可顯示船隻總長度、食水深度、水平線以上高度以及甲板上部結構（船艙頂部、船橋甲板及船上駕駛台等）的長度和高度。由該圖可計算出船隻的受風面積。
 - b. 在本附例的 c 及 d 項的前提下，海事經理及本會職員酌情確信有關會員並無合法或實益擁有其他正在使用本會浮泡泊位及 / 或浮橋泊位的船隻。
 - c. 倘若會員合法或實益擁有其他正在使用本會浮泡泊位或浮橋泊位的船隻，可獲准使用多於一個本會浮泡泊位及 / 或浮橋泊位，但並不與其他會員或本會有利益衝突為限。
 - d. 會員具有船隻合法及實益擁有權，或獲准專用某公司船隻。會員須出示所有相關文件，以證明對船隻的合法擁有權，此等文件包括船隻買賣證明或執行委員會認可的文件。
 - e. 船隻目前於香港獲發適當牌照及適當投保。在船隻置於、泊於或泊在本會海事設施之前，必須先向本會出示適當牌照和保險證明。
 - f. 如船隻為公司所擁有而會員非香港海事處擁有權證明書當事人，會員則須遞交一份擁有該船隻的公司董事會的決議案真實副本（由公司秘書核證），證明由公司授予該會員（或者，如果較早前已獲得執行委員會明確同意，證明由公司授予該會員的配偶）獨有使用權使用船隻。如此獲任命的會員必須為擁有船隻的公司的董事會成員。
 - g. 會員已按照本會規定的格式向本會提交一份授權書，授權本會可由執行委員會酌情出售或以其他方式處置會員的船隻，倘若：
 - i. 會員的戶口欠債達六個月或獲提供的較短時間而又於名譽秘書及會長按照會員最後所知的地址發出掛號通知書後三十天內仍未作出回覆；及
 - ii. 會員因未繳清欠款，而被終止會籍；或

iii. 因任何其他原因，根據**公司**章程已終止會員會籍。

3. 分配

- 3.1. 本會採用先到先得形式分配浮泡泊位、浮橋泊位及岸上船位，並分別列出不同尺碼及類別的本會海事設施的輪候名單。只有活躍會員才可置於輪候名單內。缺席會員將於輪候名單內除名。
- 3.2. 在遵守本節附例第 8 條以及符合本節附例第 2.2 及 4.2 條的前提下，本會如有空置海事設施，會將之提供予相關輪候名單上名列首位的會員。會員將於十四天內接受該海事設施之分配，並於其後六星期內將體積合適之船隻停放於該海事設施。
- 3.3. 除非會員能提供合理解釋讓本會同意接受海事設施的時間應予延長，否則會員如未能於十四天內辦理上述手續接受該海事設施，或於獲分配海事設施後六星期內未能將體積合適之船隻停泊於所分配之海事設施，該項分配將被取消。倘若申請被撤回，本會須將海事設施分配予下一名相關輪候之會員，而未能獲得該海事設施的會員將排至輪候名單的最後。標準收費將由通知獲分配後即日起計算，即使該會員沒有接受該項分配。
- 3.4. 除非經執行委員會明確同意，否則會員最多只可佔用浮泡泊位或浮橋泊位或超過 10 尺長的岸上船位各一個 及其他類別的岸上船位各一個。為免有任何疑問，會員凡對停泊於本會浮泡泊位的船隻擁有任何合法或實 益擁有權，則被視為已經使用該浮泡泊位。當海事經理或本會委員認為一會員未能符合本節附例第 2.2(b) 條規定時，該會員所獲分配超過本附例規定的任何浮泡泊位將被取消並提供給相關輪候名單上的下一名會員。
- 3.5. 所有租用浮泡泊位、浮橋泊位或岸上船位之會員，每年均有責任於船隻獲發有效香港海事處擁有權證明書和保險證書後一個月內，向本會海事經理或其代表出示相關正本。如會員未能在船上張貼有效牌照及未能向海事經理出示船隻有效擁有權證明書和保險證書正本，其船隻將被視為棄置船隻，而本會有權根據本節附例第 11 條執行有關行動。違反本條的會員須每月罰款港幣 1,500 元，直至白沙灣遊艇會海事部門收到最新文件為止。

會員須留意本會有責任通知香港海事處任何停泊在本會設施而未正確獲發牌照或投保的船隻。

- 3.6. 在本會浮泡泊位、浮橋泊位和岸上船位的輪候表上，如會員與他人合夥擁有船隻，而其一位或多位船隻合夥人在有本會海事設施可分配當日前六個月已成為「缺席會員」，則有關會員不會獲准租賃本會浮泡泊位、浮橋泊位或岸上船位。

4. 租用期

- 4.1. 本會浮泡泊位、浮橋泊位和岸上船位是按月租用，任何一方均可終止租用合約，終止一方須向另一方於一個月前作出書面通知；或倘執行委員會發現會員違反**本會的公司**章程、本附例、附例第 4.2 條所述本會與會員之間的船隻貯存合約或浮泡泊位、浮橋泊位或岸上船位租用協議的條款及條件，或任何其他與此有關的本會規則，本會將不發通知而終止租用合約。
- 4.2. 所有希望租用或正在租用本會海事設施的會員均須就其使用與本會簽署書面浮泡泊位、浮橋泊位或岸上船位船隻貯存合約，該協議或包括本會絕對酌情認為需要的條件。
- 4.3. 會員是沒有永久使用指定浮泡泊位、浮橋泊位或岸上船位的權利，如適當，其必須接受重新分配的泊位。
- 4.4. 本會只有在根據執行委員會或附屬委員會作出明確決定後才終止某一租用協議。
- 4.5. 本會明確禁止會員分租任何本會海事設施的行為。執行委員會可酌情撤回違反本附例會員的海事設施之租借權。
- 4.6. 會員須保持船隻適合航行的狀況。海事經理可就懷疑船隻不適合航行事宜聯絡船主，並要求船主作出適當維修以回復船隻適合航行狀況。會員或須提交現況調查文件，使本會相信船隻適合於水上航行。根據有關海事設施的租借協議條款，未能於協定時間內回復船隻適合航行的狀況，可導致有關協議被

終止。

4.7. 本會明確禁止會員利用本會海事設施獲得回報或出租其船隻。

5. 以合夥形式擁有船隻

5.1. 在執行委員會酌情決定和以會員符合第 2.2 條為前提下，任何保留於本會浮泡泊位、浮橋泊位或岸上船位的船隻如以合夥形式擁有，所有合夥人必須為會員。若其中只有一人為會員，其餘合夥人必須已向本會申請成為會員。本會海事設施的唯一租用者必須為正式會員或資深普通會員，而小艇的主要租用者則為普通會員。

6. 識別

6.1. 所有停泊在本會浮泡泊位、浮橋泊位和岸上船位的船隻均須劃上標記，以供本會職員識別。依照有關政府法例規定，會員在船身劃上香港船隻註冊號碼即符合此一要求。使用本會浮橋泊位時，會員之小艇須向本會登記，並持有適當本會小艇登記牌。

6.2. 所有標記必須能防日曬雨淋，並應劃在船隻罩上船套後不被遮擋的位置。

6.3. 擁有船隻之會員如欲使用任何本會海事設施，必須於其船隻其中一方當眼處貼上最新白沙灣遊艇會船隻牌照標籤或牌匾。

6.4. 船隻牌照標籤或牌匾可於白沙灣遊艇會海事部門索取，且於船隻牌照有效及受保期間有效。

7. 更換船隻

7.1. 任何會員如更換現有船隻，必須先獲得本會書面同意，方可把新船置於其租用之本會海事設施。會員只可在他/她的現有船隻停放在現有設施不少於一（1）年，方可更換船隻。

8. 船隻出售

8.1. 本會不會就會員之間出售停泊於本會浮泡泊位、浮橋泊位或岸上船位上船隻的交易後轉讓任何本會海事設施負責。

8.2. 出售船隻全部權益予本會會員：

會員在船隻擁有權轉讓後七天內須以書面形式通知本會。在附例第 8.1 條的前提下，如賣方無意保留其海事設施以放置另一船隻，新擁有人或可依據有關附例租用該海事設施。

8.3. 出售部分擁有權予非會員：

任何非會員在購得會員船隻的部分擁有權時，該會員須於七天內以書面通知本會，而新的合夥人須於出售後兩星期內遞交申請本會會籍的表格，該項申請必須適當地經會員推薦及附議。新的合夥人在成為正式會員以前或其他情況下，該名非會員只能享有本附例列明的賓客權利。

8.4. 出售船隻全部權益予非會員：

會員如出售停放在本會浮泡泊位、浮橋泊位或岸上船位之船隻，必須於船隻售出後七天內通知本會，並確保於擁有權轉讓後兩星期內把該船隻駛離海事設施。會員如於兩星期內沒有把船隻駛離，執行委員會有權採取任何其認為必需的行動，一切所需費用將由有關會員負責。

8.5. 在本節附例第 10.2 條的前提下，本會不分配海事設施予非會員，無論該非會員是否已在申請會籍輪候名單上或在其他任何情況下，但當本會尚有海事設施空置，且並無會員接受租用該向其分配的設施時，本會海事執行委員會可批准以較高於會員收費（高出會員收費的百分比與向其他非會員出租其他海事設施相同）方式短期（本會海事執行委員會並無特別指明時不超過三個月）將該設施暫時出租予非會員。

8.6. 根據附例第 8.1、8.2、8.4、9.1 及 10.2 條，倘若會員之船隻已出售，買方亦符合取得會籍的要求，且欲使用該會員之海事設施，買方及賣方必須注意以下事項：

- (a) 倘若買方並非會員，且船隻仍停泊於本會海事設施，身為會員的賣方而非本會須負擔船隻擁有人的一切費用及責任，猶如仍具有擁有權一樣，包括如買方申請入會遭拒時，負責將船隻移離本會的範圍。買方可於購船後十四天內辦理申請會籍手續。如買方為缺席會員，可於購買日期起計十四天內恢復會籍；及
- (b) 使執行委員會滿意地認為，非會員買方所繳付之購船價並不包括獲取本會海事設施之費用在內，以致可避過輪候名單上其他會員分配海事設施之輪候次序；及
- (c) 除非獲得執行委員會批准，否則買方在購買該設施的船隻之日起二十四個月內，不得以其他船隻取代購得之船隻停放於該本會海事設施，以證明購船之原意並非為一替代船隻取得本會海事設施及避過輪候名單上其他會員分配海事設施之輪候次序；及
- (d) 在情有可原的特殊情況下（由執行委員會決定），如果執行委員會批准買方在祖父權利轉讓獲批後 24 個月內在另一海事設施上放置另一艘船隻的請求，則買方應向本會支付相當於 10 個月該設施費的轉讓費。

8.7. 倘若會員船隻的買方並非本會會員，且不論任何原因其申請入會遭拒，出售船隻的會員須根據附例第 8.4 條負責將船隻移離本會海事設施，但移除船隻的限期可延長至非會員買方獲通知申請入會遭拒後兩星期。

8.8. 祖父權利適用於現有海事設施，內容如下：

- (a) 設施轉讓權適用於持有與本會簽訂海事設施協議的所有會員，但限於現正持有任何船隻（持有有效的運作牌照和有效的保險）在該設施停泊不少於五(5)年，並且在該設施停泊現有的船隻（持有有效的運作牌照和有效的保險）不少於兩(2)年的會員；
- (b) 設施轉讓權適用於持有與本會簽訂海事設施協議的所有正式會員，但限於現正持有任何船隻（持有有效的運作牌照和有效的保險）在該設施停泊不少於三(3)年，並且在該設施停泊現有的船隻（持有有效的運作牌照和有效的保險）不少於兩(2)年的會員；
- (c) 設施轉讓權或可適用於因離世或移居海外而使配偶及以合夥形式擁有船隻的合夥人受影響的本會認可的特殊情況的會員，但須經海事執行委員會投票贊成；
- (d) 船隻的賣方在祖父權利轉讓獲批後的 24 個月內，不可獲得本會同款的船隻；
- (e) 當現有海事設施空置時，分配先後將繼續取決於輪候名單次序。

9. 本會浮泡泊位、浮橋泊位及岸上船位之使用

9.1. 在遵守本節附例第 5、8 及 10 條的前提下，本會海事設施將分配予本會會員，以供其專用。

9.2. 所有租用浮橋泊位的船隻必需附有污水箱。本會將用特設的船來提供有關抽水服務。會員有責任確定其污水箱的甲板面適合本會的抽水船。

9.3. 本會備有浮泡泊位和浮橋泊位可供本地及海外到訪船隻使用。倘若並無訪客使用，海事經理可酌情決定將該等浮泡泊位和浮橋泊位出租予本會會員使用。會員須於收到本會要求使用浮泡泊位或浮橋泊位通知後一星期內，清空有關特定海事設施。除本會海事執行委員會明確批准外，會員將獲批准於任何一個曆年內臨時使用該等海事設施，為期三個月。會員須就該使用期間簽訂臨時停泊協議。

10. 未有使用之浮泡泊位、浮橋泊位及岸上船位

10.1. 雖然有本節附例第 4.1 及 4.4 條的規定，在任何時間內本會租予會員之任何浮泡泊位、浮橋泊位或岸上船位 如被空置超過兩個月，除非該會員能提出合理解釋，否則該泊位將被分配給相關輪候名單上的下一名會員。

10.2. 如本會海事設施將予空置一星期或以上，獲分配該海事設施之會員必須通知海事經理。在此情況下，海事經理有全權酌情權將該空置之海事設施暫時分配予任何其他會員或其他有互惠利益的會所之會員，或根據附例第 8.4 條分配予並非為有互惠利益的會所之會員的非會員。有關臨時佔用人將支付的費用為可能不時適用於以下人士的費用：會員，或有互惠利益的會所之會員，或並非為有互惠利益的會所之會員的非會員（視情況而定）。倘若該本會海事設施已接駁海上咪錶，臨時佔用人則須按咪錶讀數繳交費用。

11. 棄置船隻

- 11.1. (a) 凡本會發現船隻遭棄置於浮泡泊位、浮橋泊位或岸上船位，且未有使用超過三（3）個月，本會可向該獲分配海事設施的會員發出通知，要求該會員解釋為何未有使用船隻。該會員必須在該通知發出後14日內回覆。
- (b) 如有關會員未能令海事執行委員會相信有充分理由致使該會員不使用船隻或有很大的可能於不久的將來該會員將更積極使用船隻，本會有權根據該設施的月費另行徵收附加費直至使用該船隻為止，金額按照下列方式計算：
- (i) 於沒有使用船隻的第四、第五和第六個月分別收取相當於月費25%、50%和75%的附加費；
- (ii) 其後於沒有使用船隻的月份一概收取相當於月費100%的附加費。
- (c) 如有關會員依然沒有使用船隻六（6）個月，海事執行委員會可建議執行委員會除去會員海事設施的佔用權，並分配有關海事設施予輪候名單上另一會員。在此情況下，會員將有三十日的通知期，以移除於海事設施的船隻。否則，本會可按照《附例》第11.2條移走或處置該船隻。
- 11.2. 任何船隻棄置於浮泡泊位、浮橋泊位或岸上船位，若經執行委員會確定為不當地長期棄置、缺乏適當維修保養或不適於航行，本會有權將該船隻移離或以其他方法處理，費用由獲分配該泊位之會員承擔。執行委員會僅在向船主發出警告（說明本會有意出售或以其他方式處置該船隻）六十天後方可作出上述決定。本會將以掛號信將該項通知寄往會員最後所知之通訊住址。
- 11.3. 會員停泊在浮泡或浮橋泊位之船隻如出現水浸情況，只要海事經理、總經理或本會主要委員認為實際可行，本會會嘗試將積水抽走。費用由會員支付，而執行委員會可不時調整服務費用。如經本會通知後，會員仍不採取足夠措施以防止水浸再次發生，本會或將不再提供抽水服務。

12. 繫緊船隻於浮泡泊位、浮橋泊位或岸上船位

- 12.2. 會員有責任把船隻繫緊於浮泡泊位。每個浮泡均提供兩個尼龍船扣，費用由該會員支付。會員須將之繫緊船上一個牢固地方，使船隻能抵受強烈颱風及突如其來的衝擊。遇上颱風、風暴、強烈季候風或暴雨警告時，會員須檢查船隻並作好準備。船主應對其船隻負絕對責任。如海事經理認為所使用之船扣已經損毀或損壞至斷裂程度並會對其他船隻造成損壞時，本會將為會員更換船扣，費用由會員支付。
- 12.3. 會員有責任維修及 / 或更換浮泡上的船扣及相連的浮泡鍊扣。會員可向海事經理或白沙灣遊艇會海事部門訂購新船扣及浮泡鍊扣。
- 12.4. 會員必須確保其船隻繫緊於船隻存放架及岸上船位，特別在強烈季候風信號或颱風信號正在或即將發出時。當三號戒備信號發出時，本會將提供索帶，且海事部職員會將索帶繫於船架上或岸上船位內的船隻。本會有關行動並不免除會員在惡劣天氣出現前確保船隻及所有容易鬆脫的個人物品安全的責任。
- 本會並無責任或義務向會員提供繫泊繩纜，或檢查或更換會員遊艇上的繫泊繩纜。倘本會向會員提供繫泊繩纜，則本會概不就該繫泊繩纜之目的或有關其他方面作出任何聲明或保證。本會向其提供繫泊繩纜之會員，不得因繫泊繩纜以任何方式未能繫穩其遊艇或其遊艇未能繫穩於浮泡之因由（**因由**），向本會或本會任何僱員提出申索或任何性質的訴訟權（包括相應而生的損失及不論因疏忽、違約或其他理由而導致或產生的（包括對其遊艇造成的損害或損失））。各會員須就本會或其僱員因上述因由（不論類似情況或已發生）或與之相關的任何事項而可能面臨的一切訴訟、申索及要求（包括法律費用及開支）按完全彌償基準向本會及其僱員作出彌償。
- 12.5. 會員須負上全部責任，以提供遮蓋其船隻的套子，以及當船隻由存放架上移走或放回時將之套用或移走。如會員沒有套子提供時，會員須負上全部責任確保船底的去水渠打開，雨水不會積聚於船上，船隻存放架亦不會過重，而蚊蟲也不會滋生。
- 12.6. 停泊於船塢較入位置的小艇須於傾斜時將外置引擎螺旋槳放於水面或蓋好，以免損壞停泊於旁邊的船隻。

13. 浮泡損壞報告

13.2. 為保障會員本身利益，會員應定期檢查其浮泡。如有任何損壞，應向本會海事經理或總經理報告。

14. 岸上船位和船隻存放架（船隻、滑輪車及起重機吊籃子）

14.2. 會員不得阻礙其他會員使用其他會員之船隻存放架及岸上船位範圍及通道。

14.3. 船隻、滑輪車、起重機吊籃子或其他運送船隻上岸或下水或移走或安放船隻於存放架的工具，不得放置於不屬其岸上船位、船隻存放架或滑道範圍外。

14.4. 船隻不能隨便停放於滑道或岸上船位進行維修工程或清洗，會員應把船隻停放在指定範圍內進行維修工程或清洗。會員及其員工、承辦商或代理不可於船隻停泊在船隻存放架時進行維修工程或清洗。

14.5. 除非獲停泊人員、海事經理或總經理的指示，會員不得把任何運載車輛、滑輪車、裝置或任何其他設備放置在其劃定岸上船位範圍以外的地方。

14.6. 會員不得將垃圾、玻璃、陶器、餐具或其他物品遺留在船架、維修場地或岸上船位或附近清潔或工作範圍，包括兒童遊樂場或航海訓練中心範圍及滑道。會員應小心使用玻璃、陶器及餐具等，使用完畢後須將此等物品歸還餐廳或花園酒吧。

14.7. 停放在岸上船位位置的滑輪車上的船隻必須處於以下狀況：本會海事職員可不時在不需使用特別儀器或擁有特別知識的情況下移動滑輪車上的船隻至另一個岸上船位的地點，以讓岸上船位的維修工作及本會其他活動順利進行。倘必須移動任何船隻，本會海事職員將盡一切合理努力小心移動船隻。然而，如本會海事職員需要進行一些操作或進行一些結構上的更改以方便移動滑輪車上的船隻，本會不會對因而造成的損失或損壞負責。

15. 蚊蟲

15.2. 香港政府法例規定，任由積水滋生蚊蟲是違例的。會員如有違反以上條例，本會絕不承擔任何責任。會員應確保其船隻及船套沒有積水。如會員未能遵守以上要求，須繳付本會為其船隻抽乾積水的服務費用，收費視乎船隻大小而定，執行委員會亦會對該會員進行紀律處分。

16. 速度限制

16.2. 在本會浮泡泊位範圍內，會員須小心航行，並以產生最小尾流的速度推進，而且在任何情況下均不能超過五海浬。本會將向海事執行委員會匯報違反此規則的會員。倘若會員仍然於泊位範圍內超速，海事執行委員會或向執行委員會建議拒絕該會員使用本會海事設施，包括但不限於撤回會員於浮泡泊位、浮橋泊位或岸上船位的使用權。

第三節 – 維修滑道及維修場地

導言：為方便使用及保養所有類型的船隻，本會已興建並竭力維護多項適用設施。這包括維修滑道、絞車、起重機、鏟車及特定維修場地。本會提醒會員並非所有設施都可在任何潮汐情況下使用，使用前會員應查閱潮汐表。

1. 預約租用

1.1 供會員使用

使用服務須與白沙灣遊艇會海事部門預約。

預約服務以先到先得為原則，但如預約船隻受潮汐影響而不能上排，海事經理則有權重新安排不受潮汐影響之船隻先使用該設施。如須重新安排，本會會於最早受影響日期前的合理時間內通知所有有關

人士。

1.2 供非會員使用

非會員擁有的船隻可使用設施，前提是有關船隻是於香港其他遊艇會註冊之船隻或海外訪船，且其船長或註冊擁有人簽署免除本會遭受任何使用設施而引致索償之文件。本會確認任何預約前，該非會員須出示會籍證明及船隻擁有權證明或其他憑證，以供海事經理檢查。

非會員之服務收費將高於會員收費，而收費以第一節附例第 12 條為依據。任何預約本會會員均有優先權。

1.3 並無使用已預約設施

倘若會員或非會員並無使用已預約的海事設施，均不予退款。

2. 佔用時間

2.1 最長佔用時間如下：

船廠工作範圍 - 14 天（海事經理事先安排則除外）

2.2 由早上六時起，船隻於二十四小時內任何時段佔用設施不足一天亦作一天計算。

3. 適合性

3.1 倘若海事經理認為任何本會設備（包括起重機、運船車、托架等）的使用不適合履行擬議之工作，則須予以拒絕。會員須於船隻第一次上水時通知海事經理船隻重量、長度、寬度及水底船體形狀。

4. 設備操作

4.1 只有白沙灣遊艇會海事部職員才獲准將船隻由存放架移走或轉換。

4.2 白沙灣遊艇會海事部職員會由存放架移走會員的船隻及根據會員指示放船下水及繫於浮橋邊直至會員抵達，或放於一般拖車讓會員自行放船下水，或將船隻放於起重機吊籃子或滑道輪車上以讓會員維修或清理船隻。使用船隻的下水服務的會員必須要提供繫於船隻弓上的船頭索，以使之繫緊於浮橋邊。

4.3 白沙灣遊艇會海事部職員不能於放船下水前將覆蓋會員船隻的套子移走。任何會員離開船隻時將船底去水孔打開時，必須用英文和中文寫上告示指出，以免船底去水孔打開的船隻被不知情人員拖下水。

4.4 會員須於要求放船下水前最少一小時電話通知海事部門。海事部門營運時間為每日上午九時至下午六時。如沒有電話預約，船隻會依船主指示由存放架上被拖走及根據先到先得來處理。會員將被收取不時生效的服務費。

4.5 船隻用後放回存放架上是以先到先得為標準。會員如欲把其船隻停留於起重機吊籃子或滑道輪車以進行清洗或維修，則必須要於船隻放回存放架上前通知海事部職員。如會員未能做到，本會會以移走及轉換船隻為理由徵收費用兩次。會員將被收取不時生效的服務費。

4.6 鏟車及起重機只可由適當獲授權的白沙灣遊艇會海事部職員操作。

4.7 會員操作岸上船位及船隻存放架之電動絞車，一切風險自行負責，絕不可由小童或訪客操作。在本會平日營運時間內，白沙灣遊艇會海事部職員隨時可替會員操作該絞車。

5. 設備使用

5.1 會員使用絞車、絞盤和設備及其他本會設施，一切風險自行負責，本會毋須承擔任何因使用設備而引起之損壞或傷害。見第一節附例第 28 條。

6. 支援

- 6.1 根據附例第 4.7 條，只有本會海事部職員方可操作吊船用的本會設備。海事經理、助理海事營運經理或海事營運監督有權向會員發出指示或要求會員採取任何必需措施，以確保能把船隻安全繫緊於岸上船位。本會將提供吊船所需的設備，包括但不限於起重機、鏟車或其他起船機械設備、滑道、吊索、支柱、楔、吊帶、船台和托架。會員必須提供所需繩索以確保船隻吊起時安全。會員必須在吊船前，簽署由執行委員會規定放棄追究責任的文件。
- 6.2 儘管有本第三節附例第 6.1 條的規定，船隻從存放架下水或上岸時，會員毋須在場或向海事部職員提供協助。放回存放架前，海事部職員並無責任清洗或清潔船隻；且放回存放架或岸上船位前，亦無責任為船隻套上 遮蓋、開啟船底排水管或貼上船底排水管已開啟的警告。

7. 不適合航行的船隻

- 7.1 颱風季節期間（五月至十月，首尾兩月包括在內），一般停泊於浮泡泊位或浮橋泊位的船隻不可以不適合航行為理由而在未經海事經理或總經理同意下，於一號或以上颱風信號發出時的通宵期間或任何期間停留於岸上。

8. 三號強風信號

- 8.1 當三號強風信號發出時，在風浪及天氣情況許可下，各項適用設施須妥為準備，優先讓本會舢舨及浮橋上岸。海事經理及總經理可全權酌情決定何時需要使用何種設施。

9. 緊急情況

- 9.1 海事經理及總經理保留於緊急情況下把會員船隻移離船隻存放架的絕對權利。本會會盡一切合理努力將會員船隻放下水而不受損壞。

10. 收費

- 10.1 每項設施均有每日收費標準。

11. 超時佔用

- 11.1 倘若會員遇上問題，以致無法於船隻預定下水日放回水面，須於下水日前不少於二十四小時內儘早通知海事經理。未能遵從上述者，可引致船隻在工程完成前已下水。

12. 一般時間以外之船隻上水 / 落水

- 12.1 在此文義中，一般時間以外之船隻上水 / 落水的時間是指白沙灣遊艇會海事部一般營運時間以外的時間。會員如需要此服務必須於兩(2)天前通知海事經理。有關會員須繳付職員超時工作薪酬，超時工作薪酬計算 方法是由正常海事部停止服務時間起計算至運作完成，或由運作開始起計算至海事部正常開始服務時間止。海事部一般服務時間可見於本會告示板，前提是本會沒有在正常海事部營運時間以外，提供移走或放置船 隻於存放架的服務。

13. 損毀或遺失本會設備

- 13.1 損毀或遺失本會財產、設備或工具必須向海事經理或總經理報告，從而能夠盡速作出更換或修補。會員除向本會報告外，仍有法律責任向海事處報告有否對其他船隻造成損壞。會員借出本會設備或工具後，未能完好歸還，將要支付更換或修補的費用。

14. 工場 / 引擎倉庫 / 儲物櫃

- 14.1 會員使用本會的工場設施，一切風險自行負責。
- 14.2 會員有義務確保工場使用後保持整潔，並且依照展示出之通告使用設備。工場不能作倉庫使用。

14.3 不論任何情況，小童均不准進入工場。

14.4 任何引擎或工具設備放置於引擎倉庫必須附有物主之會員號碼或全名以作識別。未能辨明的物品將交由本會處置而毋須向物主交代。

14.5 任何物品存放或遺留在會所範圍，一切風險物主須自行負責，本會及其僱員毋須負任何責任。

14.6 會員不可於會員儲物櫃或本會範圍其他地方儲存有毒性、揮發性、腐蝕性或易燃性的液體或氣體，包括但不限於任何種類的酸、汽油、柴油、石蠟油、任何種類的油漆、油漆稀釋劑、油漆去除劑、任何種類的溶劑、丁烷、丙烷或液化石油氣。例外情況：如屬船隻燃料，儲存在妥為構建的燃料罐內，而燃料罐只可放置在會員之船內或船上，或在指定的燃料儲存地方；以及如屬任何其他物料，儲存在指定儲存地方或提供給會員使用的油漆儲物櫃。凡留在油漆儲物櫃內的物品必須註明物主之會員號碼及擺放於油漆儲物櫃的日期。

14.7 本會設有電池充電設施，並於白沙灣遊艇會海事部門提供。會員如欲使用此設施，可與海事部門聯絡或尋求海事部職員協助。會員須簽署使用此服務之掛賬單，費用將記入 POS 賬中。

14.8 裝有液化石油氣、丁烷、丙烷及其他易燃氣體的容器 / 鋼瓶（「氣體鋼瓶」），只可放置在不時指定的氣體鋼瓶儲存地方。放置在指定的儲存地方的氣體鋼瓶須用漆油或筆永久性記下物主之會員號碼。會員不可隨處棄置氣體鋼瓶在本會任何角落，不論該鋼瓶是否有氣體或準備處置。如果本會職員發現氣體鋼瓶被棄置於本會的範圍，有關職員將會將之移至指定的儲存地方。若會員欲丟棄該氣體鋼瓶，應放置在指定的儲存地方及用漆油或筆永久性記下告知是要丟棄及物主之會員號碼。

15. 租用工具設備

導言：本會以先到先得的準則，提供不同工具設備給會員租用。

15.1 會員欲租用任何工具設備須先簽署 POS，用以繳付一定金額之按金及費用，方可向白沙灣遊艇會海事辦事處拿取工具設備。

15.2 會員應作一切合理的預防措施，以免對其他會員、會員財產、訪客以及本會職員或本會財產造成滋擾、破壞或傷害。

15.3 有關工具設備之使用，海事經理或白沙灣遊艇會海事部職員會作適當指示。

16. 海事部儲物箱

16.1 此箱只供白沙灣遊艇會海事部職員存放本會工具設備。不論任何情況，會員均不可用以存放個人設備。

第四節 - 浮橋及舢舨

導言：本會於碼頭和內港位置提供浮橋設施及舢舨服務給會員使用。

1. 一般事項

浮橋設施須依照下文附例第 2 條所述只供會員使用。

1.1 除此附例仔細指明外，船隻不可於浮橋通宵停泊或隨意停泊，浮橋只可作有關保養維修工作、上落船員及 / 或貨物之用。當使用後及 / 或已達以下規定之時間限制（以先發生者為準），船隻必須駛離浮橋。

1.2 不論在那一浮橋區，乘客和船員上落時間只限十五分鐘。會員必須確保其船員遵守此附例。船隻在等候會員期間，必須離岸或停泊在其浮泡泊位。

2. 使用

黃區

只限本會專用

綠區

除經海事執行管理人員或海事經理事先批准外，只限使用二十四小時。

週末方面，星期六或公眾假期前通宵停泊的次數在任何一個曆月內不得超過兩次。另外，除經海事經理或總經理明確批准外，亦不得連續兩個月內多於兩次連續通宵停泊。違例者將罰款港幣 500 元。

紅及白區

岸上船位只限快艇及船隻停泊。

除經海事經理或總經理事先批准外，不得通宵停泊。違例者將罰款港幣 500 元。

藍及白區

只限小艇。

小艇浮橋只限貼有本會小艇標籤的小艇停泊，其長度須為 3.1 米 / 10 尺或以下且引擎不多過 3 千瓦 / 4 馬力。不合資格之小艇將被白沙灣遊艇會海事部職員移走，且會員將被罰款。

除經海事經理或總經理事先批准外，小艇通宵停泊將收取港幣 10 元。

藍區

週六、週日及公眾假期。臨時停泊只限兩小時，作補給物資和食水以及上落客之用。違例者每二十四小時罰款港幣 500 元，不足二十四小時者亦作二十四小時計算。

週一至五午夜。除經海事經理或總經理事先批准外，只限二十四小時。違例者每二十四小時罰款港幣 500 元，不足二十四小時者亦作二十四小時計算。

白區

只限貼有有效白沙灣遊艇會船隻貼紙的船隻停泊，長度須為六米或以下。

不合資格的船隻將被白沙灣遊艇會海事部職員移走，會員亦將被罰款。除經海事經理或總經理事先批准外，船隻於早上 5:00 停泊將被罰款港幣 20 元。

3. 違例

3.1 如有違反上述附例第 2 條，總經理或海事經理有權指示本會海事職員，將會員船隻駛回其浮泡泊位、岸上船位或船隻存放架。本會毋需負責，而會員則須繳付相關費用。

3.2 船隻違反附例第 2 條的會員除須繳付根據附例第 3.1 條將違例船隻移至其浮泡泊位、岸上船位或船隻存放架所需的費用外，亦須繳付本會不時修訂的海事服務收費表所指定之費用。

4. 緊急事故

4.1 如遇上緊急情況，海事經理或總經理絕對有權將任何船隻移離浮橋，而事先無須獲船主同意。

5. 特殊情況

5.1 執行委員會有權將所有或部分浮橋留作特別活動使用。有關安排會刊於會員通訊或張貼於本會告示板以及於海事辦事處及總辦事處。

6. 保安及安全

6.1 本會當盡力保持所有本會和海事設施（包括浮橋）於良好使用狀況，與此同時，會員及其賓客在使用時須注意個人安全。

7. 舢舨服務

7.1 舢舨服務時間會不時張貼於本會告示板：特殊情況（下列情況通用）：

一號戒備信號	照常服務
三號強風信號	舢舨服務由海事經理或總經理酌情決定
更高颱風信號	舢舨服務暫停

7.2 白沙灣遊艇會舢舨只可在白沙灣浮泡泊位範圍（第 7.3 條所述範圍則除外）內行駛，及於比賽日可到香港遊艇會西貢分會或遇緊急事故或獲得海事經理或總經理同意，舢舨可在本會範圍以外操作。

7.3 舢舨不得駛入白沙灣公眾碼頭終端東南劃線以東南的地區。

8. 船隻移走或存放服務本會提供船隻

8.1 下水及上岸或移走及放回船隻於存放架的服務時間如下：

週一至五	早上 9:00 至下午 5:30
週六、日及公共假期	早上 8:30 至下午 6:30

上述時間如有臨時改動，有關告示會張貼於海事經理辦事處。特殊情況（下列情況適用）：

一號戒備信號	照常開放
三號強風信號	只供移走及放回船隻於存放架服務
更高颱風信號	所有服務暫停

第五節 - 本會遊艇、小艇及龍骨船

1. 本會遊艇

- 1.1 本會遊艇主要用作帆船賽事委員會船及其他本會活動之用。當本會不須使用遊艇時，會員亦可私人租用。私人租用遊艇必須向總辦事處提出申請。本會遊艇及其附屬船只能由本會海事部職員操作。
- 1.2 本會當確保會員能依時使用所租用之遊艇。在緊急情況下，本會則可優先使用已租出之遊艇。總經理、海事經理及 / 或任何本會的旗幟委員有絕對酌情權作出有關決定。
- 1.3 租用本會遊艇之規則見於本會告示板和網站，並可到海事部門查詢。有關租用規則包括人員配備守則及遊艇行駛範圍限制。收費由執行委員會不時設定。
- 1.4 為安全著想，使用本會遊艇之人士必須將操作時發現的問題列入登記冊內。會員無須對任何因正常磨損而引致的損失或損壞負責，但須對執行委員會評定為因疏忽、不小心或處理不當而引致的本會遊艇損失或損壞作出有關賠償，並將計算於會員賬戶內。
- 1.5 任何租用本會遊艇之會員必須對同行人士的行為負責。
- 1.6 當三號強風信號發出時，本會遊艇不可駛離本會浮泡泊位。在三號強風信號發出時正在使用的本會遊艇，必須駛回本會浮泡泊位，若情況不許可則可駛至政府避風塘。

2. 本會小艇及龍骨船

導言：本會設有一個航海訓練中心，為成人及青少年提供小艇及龍骨船駕駛課程。航海訓練中心備有多艘本會小艇及龍骨船以供會員使用。

- 2.1 本會小艇及龍骨船使用規則和指引可於航海訓練中心辦事處內查閱，亦會於本會網站及告示板刊登。如欲租用本會小艇或龍骨船的會員及租用本會小艇的青年海員或會員子女須成為本會「經認可航海員名單」的一員。若要成為成員，須完成航海訓練中心的航海證書課程或通過訓練中心導師所作的「航海評估」。

- 2.2 如欲租用本會龍骨船的會員及 / 或租借人亦必須持有香港遊樂船隻二級操作人牌照。
- 2.3 除非有成人在旁指導，而該名指導員已獲本會審定為合格使用者，否則十五歲以下小童不可使用本會小艇。如指導員非小童之父母或監護人，其必須持有小童父母或監護人之授權書，准許其指導該小童使用本會小艇。除非已安排救生艇在場，否則十四歲或以下之兒童不可控制本會小艇。
- 2.4 會員必須確保年齡介乎十五至十八歲之青少年，若未有成人陪同，須先獲其家長同意才可使用本會小艇。會員須先行向本會提交書面同意書，其十五至十八歲子女才可使用本會小艇。
- 2.5 為安全著想，使用本會小艇之人士須向航海訓練中心職員匯報一切損壞。如遺失或損壞小艇屬疏忽、不小心或處理不當所致，損失將計算於會員賬戶內。
- 2.6 在航海訓練中心職員指導下使用本會小艇及龍骨船時，必須穿上浮水衣或救生衣及航海訓練中心不時制定的其他個人安全裝備。航海訓練中心提供一定數量之浮水衣及其他個人安全裝備。由於所提供尺碼有限，使用小艇的會員請自備浮水衣或救生衣及其他個人安全裝備以配合個人需要。
- 2.7 強烈季候風信號或三號強風信號發出時不可使用本會小艇；如正在使用之小艇必須儘快駛回本會。如情況不許可，可把小艇駛至其他安全地點。在惡劣天氣下，航海訓練中心經理、海事經理及 / 或總經理可絕對酌情決定讓小艇及龍骨船下水。

3. 責任

- 3.1 有關使用本會任何船隻，本會不承擔任何責任。見第一節附例第 28 條。
- 3.2 會員必須遵守所有安全指引，並於每次使用本會船隻時簽妥彌償保證書。

第六節 - 車輛停泊

1. 當會員身處會所範圍內或在船上，才可使用本會停車場。
2. 會員只可將車輛停泊在清楚劃定之停車區域內或依照本會職員指示將車輛停泊。停泊車輛於非劃定之停車區域的會員須把車匙留在車上、交予正在當值的泊車人員或交予停車場入口的保安人員。
3. 在遵守附例第 1.7 條的前提下，停車場只供會員使用。
4. 停車場收費由執行委員會不時決定。有關費用會列入會員每月賬單內。當會員駕車進入會所範圍時，會員須以會員證來操作自動閘口。當自動閘口正式操作後，會員也須在離開停車場時使用其會員證來操作自動閘口。以會員證來操作自動閘口將使POS 記錄會員進入及離開本會的時間，從而計算泊車費用及列入會員賬單內。當自動閘口開始操作後，會員每月賬單內的泊車費用將根據POS 的記錄而定，而這記錄須被視為會員於相關會計期間使用停車場的正確記錄，惟會員在每月自動轉賬之日前就有關泊車費用提出疑問則屬例外。
5. 如會員在進入本會停車場三十分鐘內離開，會員不必支付任何費用。
6. 儘管有附例第 1.3 條的規定，非會員如屬會員的賓客及持互惠權益的香港會所之會員，亦可於平日及平日晚上使用本會停車場，公眾假期除外。會員如欲根據本附例讓賓客使用本會停車場，須於賓客抵達前最少一小時把賓客車牌告知本會辦事處（在本會辦公時間後，則通知餐廳經理），以便通知閘口護衛員。賓客車輛泊車將按一般泊位收費，賬單將發予會員。持互惠權益的香港會所之會員須出示其所屬會所的會員證，方可在本會停車場泊車，而費用將以掛賬形式徵收。
7. 參與本會會務（包括但不限於參與 O.O.D.、委員會會議或執行委員會會務）的會員，以及事先得到總經理批准的本會活動義工，均可豁免支付在會所範圍參與本會會務時的停車費。會員參與有關會務時，應在掛賬單上附註，以便職員處理賬項豁免事宜。
8. 會員嚴禁容許非會員使用其會員證駛車進入停車場。

9. 會員不使用其會員證駛車進入停車場，但簽掛賬單，須支付雙倍停車費。

第七節 - 圖書館

導言：本會設有圖書館，可供會員借閱書籍及雜誌。

- 1 書刊由總經理決定放置於「自由取閱圖書櫃」或「專人管理圖書櫃」上，雜誌則只供會員於會所範圍內閱讀，閱後須放回原處。
- 2 「自由取閱圖書櫃」是供所有會員使用，並以誠信為基礎。借閱書籍或雜誌沒有任何限制，會員應於合理時間內歸還完整無缺之書刊。本會不會斥資增加此書櫃書刊數目，館藏全賴會員及友人捐贈。
- 3 會員欲於「專人管理圖書櫃」內借閱書刊，必須填妥及簽署租借表格。如未能依時歸還刊物，或未能在一個月內或執行委員會同意之時限內進行續借，會員須繳付罰款。

第八節 - 到訪遊艇船長 / 名譽訪客 / 普通訪客及臨時會員

導言：根據章程第 8.14 ~~3-5~~ 條及本附例，並非通常在香港居住之人仕及合資格成為資深普通會員者，可獲批准成為臨時或到訪遊艇船長會員。

1. 白沙灣遊艇會歡迎海外遊艇或船會的船長及會員到訪。訪客可分為以下三類：

- A. 到訪遊艇船長
- B. 名譽訪客
- C. 普通訪客

1.1 到訪遊艇船長

到訪遊艇船長為並非通常在香港居住之人仕，乘坐私人船隻（帆船或機動船）到港，並須為該船隻船長。會籍最長為六個月。

有關會員須預先繳付兩個月之月費及浮泡泊位費用，其後亦須預先繳費。

到訪遊艇船長在六個月的會籍屆滿後，如欲延期須以書面向執行委員會申請，並只有例外情況才會獲得批准。

1.2 名譽訪客

通常在海外居住之人仕如隸屬的海外會所與本會有互惠權利，可享用本會所有設施。該人仕可成為名譽訪客，而無須繳付任何入會費或月費。

任何租用費用（如浮泡泊位、浮橋泊位或岸上船位）均須每月預先繳交，並與正式會員收費相同。會籍有效期最長為十二個月內之三個月。

1.3 普通訪客

普通訪客是通常在海外居住之人仕，而所隸屬之海外遊艇會與白沙灣遊艇會沒有互惠權利。會籍為期最長為十二個月內之六星期，其他安排與名譽訪客相同。

2. 臨時會員的申請

- 2.1 根據章程第 8.14 ~~3-5~~ 條所述臨時會員的條款及條件，申請人須符合總經理的要求，方可成為此類所述之臨時會員。

2.2 申請人須填妥正式申請表格，並須有推薦人及附議人簽署，將表格連同應繳款項交回總經理。

3. 到訪遊艇船長 / 名譽訪客 / 普通訪客的申請

3.1 申請人須符合總經理的要求，方可成為以上分類所述之訪客會員。

4. 賓客

4.1 臨時會員有權邀請賓客到本會。有關邀請須遵守本會規則，而有關規則可於本會辦事處索取。

第九節 - 白沙灣遊艇會社交媒體政策

1. 本會鼓勵會員於網上公開分享白沙灣遊艇會經驗。然而，倘若本會在白沙灣遊艇會社交媒體網頁發現不當內容（包括但不限於商業代言、粗言穢語、未獲授權照片或敏感資料）遭刊登，一律刪除而不另作通知。