



**GIPPSLAND LAKES YACHT CLUB INCORPORATED  
AOO12452V ABN 69163019282**

## **BY LAWS**

**Jan 2018**

# GIPPSLAND LAKES YACHT CLUB INCORPORATED

## **BY – LAWS**

### **1.0 MEMBERSHIPS**

1.1 Membership shall be granted to any person who makes application on the correct form, is approved for membership by the GLYC Committee of Management (the Committee) and pays the prescribed fee. The exceptions are Life and Honorary memberships which are conferred by the Committee.

1.2 The membership year commences on 1st September.

1.3 The type of membership determines the payment required, and the payment for the current year is set at the AGM and outlined on the Membership Form attachment.

1.4 Memberships not requiring fees are:

1.4.1 Life – a person elected under the GLYC Life Member Policy.

1.4.2 Honorary – the Committee may grant Honorary membership for the current year to:

- any person who in the opinion of the Committee is worthy of the honour, and that may include but not be limited to State and Federal Members of Parliament, the Mayor and CEO of the local shire and Commodores of neighbouring clubs;
- any member whom the Committee deems to be of necessitous circumstances.

### **2.0 Membership Categories**

Family Membership - is for persons who, in the opinion of the committee, are a family group, comprising 1 or 2 adults ( aged 19 or over) who have a recognised relationship, plus any children aged under 19 and/or children over 19 and up to the age of 25 who are fully financially dependent.

Notes:

- i) Age limits apply as of the start of the membership year.
- ii) YA registration will be granted to each member upon request.
- iii) Where the adults in the family group have no children who are members, the Committee may, upon request, include grandchildren within the family group.

Senior Membership – a single membership for boat owners or crew wishing to race or sail with a YA registration (when requested)

Intermediate Membership – full-time student or youth over the age of 18, up to the age of 25 (at the start of the membership year) with a YA registration (when requested).

Junior Membership – child not belonging to a family membership under the age of 18 (at the commencement of the membership year) with YA registration (when requested).

Social Membership – is for adult members wishing to engage as part of the club and club activities and not requiring a YA registration. This category is not available for boat owners wishing to participate in any racing, and does not include a right to vote, store a boat, hold a club key or race (other than in Summer Twilights sailing as crew).

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Sailability – is for a person recommended by the Sailability Officer to the Committee for the duration of the Sailability program/s within the season.

Life Membership – equivalent to a Senior membership without a fee attached, refer to 1.4.1.

Honorary Membership – offered to persons at the discretion of the Committee, refer to 1.4.2.

Temporary Member – allows for holidaying out-of-area boat owners to pay a key deposit and use the Club's facilities for the duration of their stay. The cost is a refundable key deposit and a facilities fee per month or part thereof and these are advised on the membership form attachment.

2.1 All members and visitors are entitled to use the facilities of the Club including the main hall, bars (when open), loft, change rooms, boat launching and rigging areas.

When the Club is hired for a pre-booked function access to areas within the Club may be limited.

2.2 Visitors – persons meeting the following criteria are permitted to use the Club facilities as per 2.1.

2.2.1 Visiting Member - A Visiting Member is any person who is participating in a sailing regatta and is a member of another Affiliated Club or Class Association.

2.2.2 Guest Membership - Any person visiting as a guest of a Member, Temporary Member or Visiting Member is the responsibility of that Member hosting them at all times.

### **3.0 Payment of Subscriptions**

Subscriptions will be due and payable from 1st September.

Invoices shall be issued by 1st August.

#### **3.1 Payment of Pro-rata Subscriptions**

3.1.1 A new member shall pay a subscription proportional to the length of the membership year remaining from the date the application is submitted.

3.1.2 A member, when allocated boat storage space, shall pay the annual storage fee proportional to the length of the membership year remaining when boat storage is allocated.

3.1.3 On cessation of membership any fees and other moneys paid may be reimbursed on a pro-rata basis at the discretion of the Committee upon application to the Committee.

#### **3.2 Arrears of Subscriptions**

3.2.1 A member shall be deemed to be in arrears of any payments due if payment has not been received by 1st October.

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3.2.2 Once a Member is in arrears notice shall be given in writing stating that if payment due is not received by 1st November, membership shall cease along with all rights unless the Committee has received a satisfactory explanation for non-payment.

3.2.3 All subscriptions and other moneys due to the Club on cessation of membership, shall be considered a debt due by that person to the Club.

<b>Member Category</b>	<b>Hold Office</b>	<b>Vote</b>	<b>Race</b>	<b>Store Boats</b>	<b>Club Key</b>
Life	Y	Y	Y	Y	Y
Senior	Y	Y	Y	Y	Y
Intermediate	Y	Y	Y	Y	Y
Junior	N	N	Y	Y	Y*
Social	N	N	N	N	N
Sailability	N	N	N	N	N
Honorary	N	N	N	N	N

\* See 12.2

### **4.0 OBLIGATION OF MEMBERS**

4.1 All members are subject to the Rules of Association, By-Laws, Policies and Procedures of the Club.

4.2 No member shall give or use the address or premises or use the fact that they are a member of the Club in any advertisement or enterprise (sporting or otherwise), or use the Club's address or premises for business purposes, without permission of the Committee.

### **5.0 REIMBURSEMENTS**

A member when acting in a voluntary capacity and carrying out work for the Club is entitled to and encouraged to claim reimbursement for out-of-pocket expenses incurred. Guidelines for such reimbursements are:

Claims over \$100 are to be verbally pre-approved by a member of the Executive before they are incurred;

All claims to be submitted to the Treasurer on the GLYC Reimbursement Form and be accompanied by receipts or a calculation of the justification for the claim;

The Treasurer shall note any claims made in their monthly report to the Committee;

Wherever possible Club related travel should be scheduled to combine with a private purpose to avoid a claim;

Printing and copying should normally be undertaken on the Club printer, and claims for occasional use of a private printer should only account for the proportion of GLYC related use.

### **6.0 CLUB DEBENTURES, ETC.**

The Committee shall have the following authorities and powers, namely:

6.1 To borrow or raise money or to secure the repayment of any debt, liability or engagement incurred, undertaken or entered into by the Club by the issue of or upon bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Club or by way of overdraft or by mortgages or charge of any, or any part of, the property and assets of the Club.

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- 6.2 To give any Guarantee in relation to or secure the payment of any debentures, bonds, contracts, mortgages, obligations or securities.
- 6.3 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills or exchange, warrants, debentures and other negotiable or transferable interests.
- 6.4 To invest and deal with the moneys of the Club not immediately required upon such securities and investments and generally in such manner as may from time to time be determined.
- 6.5 To undertake and execute any trusts which may seem to the Club conducive to any of its objects.
- 6.6 To do all such other things as are incidental or conducive to the attainment of the above objects

### **7.0 PUBLIC OFFICER**

The Public Officer is the Secretary of the Club. If the position of Public Officer becomes vacant through the position of Secretary becoming vacant, the Committee shall appoint a new Public Officer within 14 days, who is a member of the Club, at least 18 years old and resides in the State of Victoria. The Public Officer shall comply with all statutory obligations of the incorporated association.

### **8.0 SAILING MANAGEMENT DURING A BLUE-GREEN ALGAL BLOOM**

The Committee of GLYC has developed a policy to be applied in the event of a toxic algal bloom on the lake. The policy states that "GLYC Club Racing including sail training and Sailability on-water activities, and major events, will cease when the DEPI or an equivalent State Government authority posts warnings stating "no contact with affected water" or words to that effect along the Paynesville foreshore".

Club sailing shall not resume until the DEPI or the equivalent authority withdraws the notices.

### **9.0 CLUB PROPERTY**

- 9.1 The property of the Club, subject to its liability, shall belong to the members for the time being but no member, by reason of their membership, shall have any transmissible or assignable interest therein by operation of law or otherwise.
- 9.2 No member shall remove from the Club premises anything belonging to the Club without first obtaining permission from the Committee. If any member fails to return or shall injure any property of the Club, they shall either replace it or pay the value thereof to the Club.
- 9.3 Any member damaging, or, in the opinion of the Committee, responsible for damage to Club property, shall be liable for such amounts as the Committee may determine, and shall pay same within one month of the post date of a written notice.

### **10.0 PERPETUAL TROPHIES**

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10.1 On the donation of a perpetual trophy the Committee shall in conjunction with the donor, draw up a Deed of Gift agreeable to both parties stating the purpose and the conditions for which it is to be contested.

10.2 The Perpetual Trophy being the property of the Club may not be disposed of by any member, Committee or meetings of members unless there is a unanimous vote to that effect at an Annual General Meeting. The Perpetual Trophy shall at all times remain in the Clubhouse, except for necessary repairs, cleaning or engraving.

10.3 To reflect changes in sailing practice or circumstances any changes to the Deed of Gift may only take effect after not less than five years and after consultation and, where practicable, agreement between the GLYC Committee and the donor.

### **11.0 CLUB HOUSE AND GROUNDS**

Any gear or article left or abandoned about the premises of the Club, or on the Club site for more than three months, and for which the owner cannot be found, shall be forfeited and may be disposed of by order of the Committee after one month notice posted on Club Notice Boards and in the Club magazine or newsletter, and the proceeds shall go into the Club funds. Disposal of such items shall be at the discretion of the Committee.

### **12.0 KEYS**

Keys to the Club shall be allocated to eligible members as follows. In general terms:

12.1 The keys of the Club are the property of the Club and no member shall use any key that has not been issued by the Club.

12.2 Keys may be obtained by eligible members on application to the Secretary or authorised deputy and payment of the prescribed fee set by the Committee. Issuing of keys to Juniors and Honorary members shall be at the discretion of the Committee.

12.3 If membership lapses any key issued to that member must be returned to the Secretary or authorised deputy. Key allocation shall be recorded in the Club record system.

### **13.0 BURGEE**

The Club Burgee shall be a white pennant with St Georges Cross superimposed on a blue cross.

### **14.0 OFFICER PENNANTS**

The Commodore's flag shall be the Burgee with swallow tail. The Vice-Commodore's shall be the same flag with one blue disc in the lower canton, the Rear-Commodore's the same flag with two blue discs in the lower canton and the Past Commodore's the same flag with a black cross in the lower left canton.

### **15.0 BOAT STORAGE**

Undercover boat storage, moorings, and hardstand shall be allocated to eligible members in accordance with the GLYC Boat Storage policies and procedures.

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Members allocated a wet berth or hard stand site shall sign an agreement, pay the prescribed fee/s and comply with the terms and conditions.

### **16.0 NON SMOKING AREAS**

All the inside areas of the club house, boatshed, breezeway, change rooms and outside areas within 4 metres of a door or opening window and any point of refuelling are designated as Non Smoking Areas.

### **17.0 HIRE OF FACILITIES**

The right to hire the Club facilities is subject to GLYC receiving an application in the required form signed by the proposed hirer undertaking to comply with the Conditions of Hire.

### **18.0 GLYC DOCUMENTS**

The Committee shall maintain a register of approved documents that are used to manage the affairs of the Club. This register shall list the document name, version number, location and member access rights. The register and documents shall be made available to members on request in a readily accessible form.

### **19.0 CAR PARKING**

No member shall park a vehicle inside the grounds of GLYC. Members may load/unload goods but shall not leave vehicles unattended. No Standing signs must be observed. Only members who have been allocated boat storage may park trailers within the grounds of GLYC, and this must be in accordance with their boat storage agreement.