



GIPPSLAND LAKES YACHT CLUB INCORPORATED

AOO12452V

ABN 69163019282

BY LAWS

December 2023

GLYC By-Laws

BY – LAWS

1. 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. Membership Categories

- 2.1. Family Membership – is a full membership 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:

 - 2.1.1. Age limits apply as of the start of the membership year.
 - 2.1.2. AS registration will be granted to each sailing member.
 - 2.1.3. Where the adults in the family group have no children who are members, the Committee may, upon request, include grandchildren within the family group.
- 2.2. Senior Membership – a single full membership for boat owners or crew wishing to race or sail with an AS registration and includes the right to vote, to store a boat at the Club (subject to availability of space) and to hold a Club fob.
- 2.3. Intermediate Membership – is a single full membership for full-time students or youths over the age of 18, up to the age of 25 (at the start of the membership year) wishing to race or sail with an AS registration and includes the right to vote, to store a boat at the Club (subject to availability of space) and to hold a Club fob.
- 2.4. Junior Membership – is an Associate membership being a youth not belonging to a family membership under the age of 18 (at the commencement of the membership year) wishing to race or sail with an AS registration.
- 2.5. Crew Membership – is an Associate membership for adult persons wishing to sail

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as crew on a member's yacht and participate in Club activities with an AS 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 or hold a Club fob.

- 2.6. Training Membership – is an Associate membership for a person of any age wishing to join the Club for the purposes of participating in a Club Member Training Program. The membership shall continue for the length of the training program and any membership fee paid will be credited towards an annual membership should the holder wish to take out an annual membership, otherwise the membership shall cease at the completion of the training program.
- 2.7. Non-sailing Volunteer Membership – is an Associate membership for adult persons who in the opinion of the Committee make a substantial voluntary contributions to the Club but do not actively sail with the Club. This category does not include the right to vote, store a boat, nor sail at any level.
- 2.8. Social Membership – is an Associate membership for persons who may wish to participate in Club activities but not to sail with the Club. This category does not include the right to vote, store a boat, sail at any level or hold a Club fob.
- 2.9. Sailability Membership – is for a person recommended by the Sailability Officer to the Committee for the duration of the Sailability program/s within the season.
- 2.10. Dragon Boat Membership – is an Associate membership for currently financial members of the Kingfisher Dragon Boat Club Paynesville (KDBCP), as provided to GLYC by the KDBCP twice annually. This category does not include the right to vote, store a boat, sail at any level or hold a Club fob as an individual, but those members may use the facilities of the Club when open including the main hall, loft, bars, and change rooms and at other times as agreed in writing by GLYC.
- 2.11. Life Membership – equivalent to a Senior membership without a fee attached, refer to 1.4.1.
- 2.12. Honorary Membership – offered to persons at the discretion of the Committee, refer to 1.4.2.
- 2.13. Temporary Member – allows for holidaying out-of-area boat owners to pay a fob deposit and use the Club's facilities for the duration of their stay. The cost is a refundable fob deposit and a facilities fee per fortnight or part thereof. The fees are advised on the Visitor section of the GLYC website.

Visitors – persons meeting the following criteria are permitted to use the Club facilities.

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

All members and visitors are entitled to use the facilities of the Club when open including the main hall, bars, 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 restricted and members are asked to observe the rights of hiring parties.

3. **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

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- 3.1.1. A new member shall pay a subscription according to the fees table on the website from the date the application is submitted.
- 3.1.2. A member, when allocated boat storage space, shall pay the annual storage fee according to the fees table on the website once 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.
- 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. After this date a person wishing to re join the club must go through the membership application process.
- 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.
- 3.2.4. A member making a request to the Treasurer that they be permitted to pay memberships through a payment plan may be permitted to do so if the Treasurer considers their situation justifies it, but in any case shall make four equal payments on or before September 1st, October 1st, November 1st and December 1st and shall be fully paid up by December 1st or sooner.
A payment plan is for members having financial hardship, it is not a term payment option for members generally.

Membership Rights Table

| Member Category | Hold Office | Vote | Race | Store Boats | Club Fob |
|-----------------------|-------------|------|------|-------------|----------|
| Life | Y | Y | Y | Y | Y |
| Senior | Y | Y | Y | Y | Y |
| Intermediate | Y | Y | Y | Y | Y |
| Junior | N | N | Y | Y | Y* |
| Training | N | N | N | N | N |
| Crew | N | N | Y | N | N |
| Social | N | N | N | N | N |
| Non-sailing Volunteer | N | N | N | N | N |
| Sailability | N | N | N | N | N |
| Honorary | N | N | N | N | N |

* See 12.2

4. Obligation of Members

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- 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. **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 detailed in the *GLYC Purchasing and Accounting Procedures* document obtainable from the Secretary. In summary:

- 5.1. Claims for an expense under \$500 must be entered into, and claimed, with the knowledge of the Committee member responsible for operation of that part of the Club where the expense is incurred.
- 5.2. All claims to be submitted to the Treasurer on the *GLYC Reimbursement Form* and be accompanied by original receipts (or copy thereof) made out to GLYC, or a calculation of the justification for the claim;
- 5.3. The Treasurer shall note any claims made in their monthly report to the Committee;
- 5.4. Wherever possible Club related travel should be scheduled to combine with a private purpose to avoid a claim;
- 5.5. 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. **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.
- 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. **Public Officer**

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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. **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 DELWP 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 DELWP or the equivalent authority withdraws the notices.

9. **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. **Perpetual Trophies**

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. **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. **Fobs (electronic access)**

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

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- 12.1. The fobs of the Club are the property of the Club and no member shall use any fob that has not been issued by the Club.
- 12.2. Fobs 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 fob issued to that member must be returned to the Secretary or authorised deputy. Fob allocation shall be recorded in the Club record system.

13. **Burgee**

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

14. **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. **Boat Storage**

Undercover boat storage, moorings, and hardstand shall be allocated to eligible members in accordance with the GLYC Boat Storage policies and procedures. 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. **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. **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. **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 documents shall be made available to members on the Club website.

19. **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.