

Peterborough Yacht Club

By-Laws

Bye Laws are not punitive – they are a guide to “*Good Practice*”

Bye Laws are subject to an annual review at the AGM

Fourth Edition

April 2025

(Approved by General Committee 12 APR 2025)

Bye Laws of PYC

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Duties of the Commodore are as follows:

- To chair meetings called on Club business.
- To ensure all decisions are suitably proposed, seconded and voting recorded.
- In the case of equality of votes to apply his/her vote to maintain the status quo.
- To represent the Club at official functions.
- To ensure that members' interests are protected.
- To have regard that all items of expenditure must remain within a viable limit.
- To prepare an annual forecast of projected repairs, renewals and developing projects.
- To take note of the view of the members of the club on aspects of discipline
- To liaise with the Vice Commodore.
- And such other duties as directed by the Committee.

Duties of the Honorary Treasurer are defined in the Rule Book

Duties of the Honorary Secretary are as follows:

- To maintain a true and accurate record of all meetings.
- To attend to all correspondence to and from the Club.
- To provide clerical support to members of the General Committee.
- To prepare notices for Annual General Meetings and general meetings when required.
- To liaise in all aspects with the Assistant Secretary.
- To record applications from interested persons and to plan & prepare for the interviewing panel to consider those applications.
- To record chalet agreements and to publish a list of members waiting for a chalet site.
- To provide other facilities as directed by the Committee or members in the interests of the club

Duties of the Harbourmaster are as follows:

- To allocate berthing space to members.
- To advise the Treasurer of the name, boat and measured length when the allocation is made.
- To explain the circumstances regarding safety, under which mooring space is offered.
- To obtain the signature of the member on the Mooring Agreement. See appendix 3.
- To keep record of the insurance documents relating to the vessel.
- To advise the mooring holder of his responsibilities on the upkeep of the structure, the surrounding area and the suitability of mooring posts.
- He will report at the monthly meeting to the general committee, allocations to members and movement of boats between moorings.
- To keep at least three moorings available for short term use by visiting boats.
- To provide a written notice to all visitors, regarding the safety requirements for any space that is offered.
- And to provide such other service or information as directed by the committee.

See Rule 47 and Appendix 3 for more detailed guidance.

Duties of the General Committee.

- To attend at least six of the monthly business meetings during the year.
- To assist in the management of the Club.
- To have regard that all items of expenditure must remain within a viable limit.
- To observe meeting protocol at all times.
- To assist sub-committees where needed for special events. (Regatta etc.,)
- To help promote social functions for the benefit of members.

Duties of the Bar Committee.

- To oversee the purchase and sale of alcoholic beverages to members within “permitted hours”.
- To organize members to assist with opening the bar.
- To publicize the various opening times throughout the year.
- To maintain a satisfactory surplus on all sales.

Duties of the Slipway Team

- Duties are to record movements in and out of the water and to advise the Treasurer of fees due to be paid for this service. Such fees are detailed in Appendix 2.
- To establish with owners that craft lifted out for winter storage or maintenance will be ready to return to their moorings at a date given by the slipway team. Failure to meet this agreed date may incur exceptional fees to the owner.
- To make sure that craft placed on the hard standing area are chocked up by the team to a standard accepted by the owner and thereafter the team, and the Club, place responsibility for safety of the craft to on the owner.
- To supervise use of the pressure washing system.
Owners after using the pressure washer must clean up the resultant debris, i.e. vegetation and mollusks.

Guidelines to assist members wishing to use the slipway.**Previous resolutions by the General Committee.**

The maximum number of boats to be placed on the hard standing area for winter storage and maintenance will be twenty-five with priority for mooring holders of PYC.

Boats may be slipped for winter storage no more frequently than at two yearly intervals.

Members’ boats will not be slipped in the first year of membership.

Narrow boats are allowed two weeks on the large trailer for maintenance.

Notice for slipping timetable to be published on the first Sunday in November.

(Minutes January 1994)

CODE OF PRACTICE FOR CROSSING NVR LINE.

DO

Before opening any gate, look both ways

Listen carefully for an approaching train

Open both gates whilst continuing to check for approaching trains

After a final check (keep your windows open) proceed quickly over the crossing

Close both gates without delay

If there is more than 1 vehicle, the first vehicle should park up and take responsibility for opening the gates and closing them after all vehicles have crossed

DO NOT

In any circumstance take the risk of beating an approaching train

Leave gates open or unlocked

Stop on the crossing

Stand on the crossing when a train is approaching

Ignore warning signals (horn, whistle etc.) from approaching trains

REMEMBER

It is your personal responsibility to make sure that crossing the NVR line is as safe as possible and within the legal requirements

Ignoring the code of practice renders you liable to

£1000 fine

Expulsion from club membership

The £1000 fine is levied by the NVR in conjunction with the police and courts

Ignoring the advice in this code of practice endangers the life of yourself and others

If you open the crossing gates you are responsible for closing the gates.

(Adopted as By-law by Committee 14th September 2013)

Penalties for breach of NVR Crossing By-law:

Any member found to have broken the PYC/NVR Code of Practise at the Railway Gates will receive the following:-

- 1st offence - 1 months suspension of membership
- 2nd offence - 3 months suspension of membership
- 3rd offence - Termination of membership

(Committee resolution 13th July 2013)

House Rules

Resolutions passed by General Committee under Rule 18 (a)

Dogs must be kept on a lead whilst on Club premises

Animals (except assistance dogs) are not allowed in either Clubhouse.

[amended 12.5.2012]

Dog owners must Scoop after a Poop by their pet.

Vehicles on Club roads must keep their speed BELOW 10 mph.

Pedestrians have priority and children have absolute priority on club roads.

Cars are not to be parked on grassed areas and may only be parked in designated areas.

There is to be no unreasonable noise along the river bank after 11.30pm, this includes music, shouting or any other noise that will cause offence to other club members.

Members may place advertisements on the "For Sale" board in the clubhouse for a maximum of 8 weeks; Advert to be no larger than A5 and show date when first displayed.

Litter and Rubbish

To safeguard the amenities of the club it is essential that litter is not dropped.

The club has limited facilities for dealing with rubbish; please take yours home.

Do not deposit your rubbish in the bins in the lay-by on Oundle Road. This is "Fly Tipping" and Peterborough City Council approached and warned the club after receiving complaints.

Members' old batteries, used engine oil, aerosols, gas canisters and flammables must be removed from the club premises and disposed of in the correct manner.

Facilities for all these are provided at the Dogsthorpe Householder Rubbish Facility.

The burning area is for club use only. Any member wishing to have rubbish burnt should seek permission from a committee member.

Health and Safety

It is the responsibility of the club to ensure that the club premises are a safe environment.

As a member you must ensure that your property or actions do not constitute a hazard to other members or visitors.

By-law adopted by PYC Committee 4th February 2012

Use of Hard standing and Dinghy/Trailer Parks; Removal of Abandoned and Unauthorized boats and trailers

This By-law is to be read in conjunction with Rules 7, 12, 40, 46 and 47.

Eligibility for space in the dinghy park and hard standing

Spaces in the Dinghy Park and Trailer Park are allocated on an annual basis. Spaces will be allocated on the basis of application forms received by 1st May.

All members requiring space should submit this form regardless of whether they were allocated a space in the previous season.

[Priority in the allocation of spaces will be given to boats which are in a river worthy condition and licensed, and trailers that are roadworthy]

Space on the hard standing if available for winter storage is for a maximum of six months. Spaces will be allocated on the basis of application forms received by the slipway committee prior to 1st November.

Except by permission of the general committee no boat shall be on the hard standing in successive years

Power to remove, sell or dispose of boats and/or trailers

In the case of an abandoned or unauthorized boat and/or trailer (as defined below) the Committee may:-

- (a) move the boat and/or trailer to any part of the club premises without being liable for any loss or damage to the boat and/or trailer howsoever caused;
- (b) upon giving one month's notice require the member or former member to collect the boat and/or trailer;
- (c) upon giving three months' notice in writing by registered post to the member or former member at his/her last known address shown in the register of members sell the boat and/or trailer and deduct any monies due to the Club (whether arrears of subscription or facility fees or dinghy park fees or otherwise);
- (d) if the boat and/or trailer is unsaleable (in the reasonable opinion of the Committee), after giving notice in writing as aforesaid, dispose of the boat and/or trailer in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the club by the member or former member.
- (e) the club reserves the right to charge storage for the boat and/or trailer until such time as the owner collects the boat and/or trailer or until notice has been served under clause (b) and (c) above.

PROVIDED THAT in each case that proper evidence is available to show that all reasonable steps have been taken by the Committee to trace a member or former member and that when and if the boat and/or trailer is sold the proceeds of sale (where these exceed the amount of any indebtedness by the member or former member to the club) shall be placed in a bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member) for a period of six years.

The Committee shall be entitled to treat any of the following as an abandoned or unauthorized boat and/or trailer:

- (a) a boat and/or trailer located in the dinghy or trailer park without the consent of the PYC Committee
 - a boat on the Hard Standing without the consent of the PYC Committee
 - a boat which occupies a mooring without the consent of the PYC Committee
- (b) a boat and/or trailer located otherwise than in its properly allocated space;
- (c) a boat and/or trailer that remains in the dinghy park for more than one month after any date advised by the Committee by which boats and/or trailers must be removed ;
- (d) a boat and/or trailer which is the property of a member or former member which remains on club premises after any fees payable to the club by any member or former member (whether by way of arrears of subscription or facilities fees, dinghy park fees or otherwise) are more than one month in arrears.
- (e) a boat which is the property of a member or former member which remains on a club mooring after any fees payable to the club by any member or former member (whether by way of arrears of subscription or facilities fees, or otherwise) are more than one month in arrears

Lien on boats and/or trailers

In addition to the powers set out above to move, sell or dispose of boats and/or trailers the club shall have a lien over members' or former members' boats and/or trailers parked on the club's premises in respect of all monies due to the club, whether in respect of arrears of facilities fees or subscriptions or otherwise and

shall be entitled to retain possession of the boat and/or trailer until such time as all monies due to the club have been paid in full.

Byelaw adopted by PYC Members at AGM, 9th March 2025:

Allocation of a Second Mooring.

No Member, whether Full Single or Full Joint, shall be allowed more than one mooring at any one time except with the prior approval of the Committee (approval is unlikely to be granted if ownership of the second boat is considered to be solely or primarily for profit). The following terms apply:

- a) a second mooring will only be offered when there are a minimum number of suitable moorings available for new members and visiting boaters;
- b) the Member must have been a Full Member of the Club for at least 5 years;
- c) a second mooring will be offered for a limited period of 6 months only although this does not preclude the Member requesting an extension at the end of that period;
- d) a second mooring must not be occupied until the relevant application form has been completed and signed by the Member and approved by the Committee;
- e) the Member must clearly identify to the Committee which is their main and second boat, and these cannot be switched while both boats are at the club;
- f) the second boat will not be allowed to use the hard standing during the winter storage period (exceptions may be made for narrowboats, depending on the availability of a trailer);
- g) the Club's requirements for river licence, insurance and BSS must be met at all times;
- h) the second mooring will be charged at a premium rate;
- i) the second mooring must be vacated at the end of the agreed period;
- j) a boat that remains on the second mooring at the end of the agreed period will be considered unauthorised and the appropriate Byelaws will apply (see Byelaws, "Removal of Abandoned or Unauthorised Boats and Trailers");
- k) once the second mooring has been vacated the Member (or their partner if a Joint Member) cannot make another request for a second mooring for at least 5 years.

APPENDIX 1.

Fees

NOTE: From April 2024 fee amounts are published as a separate document displayed in the clubhouse and on the official PYC web site.

NOTE; Fees are exclusive of VAT which will be added if applicable under current regulations

Joining fee:	Full membership	£
	Full membership (joint)	£
	Associate members.	£

N.B Full membership (joint) covers parents and all children up to the age of 18.

Safety concerns do not allow unaccompanied children to use Club premises or members' boats.

Subscriptions:	Full membership (joint)	£
	Full membership (single)	£
	Associate member	£

Mooring Fee per foot per annum

£

Measurement will be made of the overall length of the boat with the owner attending and rounded up to the next foot.

Fee on initial allocation of a berth (single, one time payment).

£

(Revised Committee 13 April 2013)

Gate key deposit (refundable)..

£

Electronic fob deposit (refundable)

£

APPENDIX 2

Slipping and Storage Fees.

Rowing & sailing dinghies, Small trailers (under 15’)	£
Runabouts with Envag licence, boats and trailers over 15’	£
Cabin boats and large trailers	£
Boats without Envag licence	at river authority licence cost.

(Minutes January 1994)

N.B. From 2013 Vessels requiring a BSS certificate stored ashore on a trailer will be charged the current rate per foot as for a mooring (Committee ruling December 2012)

Slipping

Full members’ cruisers & N.B.’s slipped with Club equipment	£
Boat lifted by crane at owners expense- Facilities fee	£
Boat slipped on own trailer with no assistance	Nil
Boat slipped on own trailer with Slipway Team’s assistance	£

N.B Narrow Boat “time out” may be extended to three weeks if space available.

Slipping and Winter Storage (6 months)

Boat with paid PYC mooring.	£
Boats that moor elsewhere if space permits.	£
Storage on own trailer	£
Additional time ashore subject to prior approval of the general committee.	
First six months	£
Each succeeding six month period	£

Grit Blasting

Only wet systems are allowed. Supervision required and indemnity insurance.

(Minutes 12th August 2002)

APPENDIX 3

PETERBOROUGH YACHT CLUB

Mooring Agreement

1. This contract is between the Committee of Peterborough Yacht Club andand relates to mooring space no.....
2. The Committee agrees that your vessel, registered with the Environment Agency as no.....and known as be allowed to use the above space. This space is allocated for your sole use and is not transferable to another vessel or another person without the authority of new contract.
3. The fee payable for this space shall be as published at a rate per foot of the overall length, measured in your presence, including all appendages
4. The Committee reserves the right to cancel this agreement if the vessel is not insured to at least the level of Third Party cover required in the Bye Laws of the club (£1,000,000) or if the mooring space is unused by July 1st in any year.
5. The Committee does not guarantee that any mooring is adequate for all individuals and require mooring holders to satisfy themselves as to the suitability of the space offered.
6. The vessel must be kept clean and tidy above the waterline. Any necessary washing by hosepipe may only be accomplished with a hose fitted with a spring loaded pistol type nozzle that closes when the trigger is released. Use of a pressure washer may be subject to a surcharge. The surrounding area of grass or gravel must be kept in a clean, clear and tidy condition at all times.
7. The Committee agrees that the space will not be used by other vessels without your agreement.
8. Any variation to this contract shall be by written application to the Committee of the Peterborough Yacht Club and approval, if given or otherwise, shall be acknowledged by the Committee in writing or by minute.

On behalf of the committee:

Mooring holder

Signed

Signed.....

APPENDIX 4 (A) Peterborough Yacht Club

Chalet Owners Agreement

In consideration of Peterborough Yacht Club permitting me to erect, retain and maintain a chalet on their land, I hereby agree as follows:

1. The piece of land on which the chalet may be erected is known as Plot No and the only land to which this agreement relates is the land immediately beneath the aforesaid chalet.
2. Any foundations which I wish to install or any alterations which I may consider necessary to existing foundations will not be commenced without the approval of the Committee.
These foundations will be installed at my own expense and will immediately become the property of the Peterborough Yacht Club. The chalet must conform to the size and style approved by the Club and must be equipped with a suitable serviceable fire extinguisher.
3. I shall be responsible for keeping the "garden area" around the chalet plot clean and tidy, but I shall not plant any trees or bushes, or remove any existing, without the sanction of the Committee.
 1. I shall not lay claim to any part of the river frontage (ie that part of the river bank on the river side of the pathway) or the mooring in front of the chalet. I understand, however, that the Harbourmaster will give sympathetic consideration to an application from me for a mooring adjacent to my chalet if I qualify for a mooring.
 2. For each calendar year, or part thereof, during which my chalet is on Club property, I will pay to the Club the sum of £63.00 or whatsoever sum is prescribed at the AGM being a reimbursement in some part for the charges paid by the Club to the Local Authority.
 3. In the event of my terminating my membership of the Peterborough Yacht Club, I agree to remove the chalet structure at my own expense without damage to the Club property. I also agree that should my membership terminate or the payments under clause 5 hereof fall into arrears, then the Club is entitled, after giving due notice by registered post to my last known address, to sell the chalet and apply the proceeds towards any monies due by me to the Club.
 4. On termination of my membership, or if for any other reason I wish to dispose of the chalet, and not remove it to another place, I may negotiate a sale to any full member after advertising the chalet on the "For Sale" board.

N.B. A list of members interested in acquiring a chalet is kept in the clubhouse.

Signed by..... (Member)

Address

Date

For PYC (Hon. Sec.)

APPENDIX 4(B)

Peterborough Yacht Club

Request for Chalet Owner to have Electricity installed

I would like to have mains electricity installed at my Chalet No

I agree to abide by the rules and legal requirements on safety as stated in the following :

1. All cost of installation etc. is down to the Chalet owners.
2. All Chalet owners requiring electricity will deposit £50 as a first payment to cover the cost of supply when the meter is installed.
4. Meters will be read annually and invoices will be sent out in January each year.
5. Chalet owners will be responsible for any additional cost incurred through electricity being connected to their Chalet.
(i.e. the difference in the rates payable by the club on a standard chalet and an electrified one; in 2009 £97.00. This is levied from the date that the chalet is "plugged in".)
6. All Chalet must be inspected by an approved and qualified person to see that all wiring meets with applicable legal and safety requirements.
7. All electrical apparatus (meters etc.) when installed, will immediately become the property of the Peterborough Yacht Club
8. A suitable fire extinguisher (i.e. for use with electrical appliances) should be available.
9. If the Chalet at sometime is offered for sale or sold, the new owners will be responsible for the supply of electricity and must sign an agreement making them responsible for all costs as with this agreement.
10. The P.Y.C. Committee reserve the right to arrange for the disconnection of any supply that they feel does not meet the above criteria or, at any time on safety grounds.

Signed.....

Chalet No.

N.B.

Suitable twin meters can be obtained from Rolec Services, Meter Reference SU2F / 16 amp.
Mention PYC when ordering.

Cable from The Electric Cable Co, Kings Dyke Works, Whittlesey, 01733205123.

Definitions

For the purpose of this article the term **dispute** refers to an unresolved disagreement between two (or more) PYC members taking place on PYC premises and concerning the PYC premises or any PYC activity or the facilities provided by PYC.

The term **grievance** refers to a matter where a member feels unfairly treated by the club or by an officer acting on behalf of the club.

Dispute procedure

The committee will not entertain discussion of any dispute until steps 1 and 2 below have been undertaken and the dispute still not resolved:

1. After a cooling off period of 24 hours or more, both members shall meet, with an impartial mediator if they wish, and try to resolve the dispute amicably.
2. If an amicable resolution cannot be reached. The members concerned shall approach an appropriate Club officer and ask him or her to arbitrate. An appropriate officer would be the Commodore, the Vice Commodore or the officer responsible for the club activity to which the dispute relates.
3. Only if this fails and the arbitrated decision is not accepted by either party shall the arbitrating officer take to the committee a written statement on the nature of the dispute from both parties concerned for the committee's consideration. The committee will then decide how the dispute will be resolved as fairly as possible. The decision of the committee at this stage may be pronounced final and the disputing members must agree to abide by it or leave the club.

Disputes involving violence

The only exception to following the above procedure would be when any incident has take place involving actual physical violence. (See Rule 8)

In this case it may be necessary for the details to be presented to the committee (or club officers/a club officer) for immediate consideration. Written statements by all members in dispute and any witnesses should be submitted. As soon as these are available an emergency hearing by the committee/senior officers should then take place.

Grievance procedure

When a member believes that he has been wrongly treated by the club, or an officer of the club, he should:

1. Make his grievance known to the officer concerned who will try to resolve it in an amicable way.
2. Only if this fails should he/she then submit details in writing to the secretary for consideration and arbitration by the committee.

Disputes of a personal nature

Disputes of a personal nature (not concerning PYC) which get overheated and spoil other members enjoyment of the club but do not escalate to violence should be dealt with by an officer or responsible person under the provisions of Rule 34

Appendix 6(a)

Peterborough Yacht Club

Request for the allocation of space in the Dinghy Park.

To the PYC Committee

I/we _____ request that I/we be allocated
space in the Dinghy Park for the period from 1st May _____ to 30th April _____ for the
vessel _____ and its trailer/launching trolley.

I/we understand

- 1) That space is not guaranteed [N.B. priority will be given to boats that are river worthy and licensed]
- 2) That the vessel must be removed from the Dinghy Park at the expiry of the above period

[N.B. this does not preclude you requesting PYC for a further period of time in the Dinghy Park]

- 3) That the area allocated must be kept hazard free and tidy and any rubbish chocking or other material must be removed when the allocated space is vacated
- 4) That I will be charged according to the schedule in the PYC By-laws
- 5) I/we have read Appendix 6 of the PYC Bylaws and are aware that the PYC committee has power to ensure that my vessel is removed from the Dinghy Park if no longer authorized to be in the Dinghy Park.

Signed

Date

Appendix 6 (b)

Peterborough Yacht Club

Request for the allocation of space in the Trailer Park.

To the PYC Committee

I/we request that I/we be allocated space in the Trailer Park for the period from 1st May to 30th April for a road trailer for my/our vessel.

I/we understand

- 1) That space is not guaranteed [N.B. priority will be given to trailers that are road worthy]
- 2) That the trailer must be removed from the Trailer Park at the expiry of the above period

[N.B. this does not preclude you requesting PYC for a further period time in the Trailer Park]

- 3) That the area allocated must be kept hazard free and tidy and any rubbish or other material must be removed when the allocated space is vacated
- 4) That I will be charged according to the schedule in the PYC By-laws
- 5) I/we have read Appendix 6 of the PYC Bylaws and are aware that the PYC committee has power to ensure that my trailer is removed from the Trailer Park if no longer authorized to be in the Trailer Park.

Signed

Date

Appendix 6 (c)

Peterborough Yacht Club

Request for the allocation of space on the Hard Standing.

To the PYC Committee

I/we _____ request that I/we be allocated
space on the hard standing for the period from
to

I/we understand

- 1) That space is not guaranteed
- 2) That the vessel must be removed from the hard standing at the expiry of the above period.

[N.B. this does not preclude you requesting PYC for additional time on the hard standing]

3) That the area allocated must be kept hazard free and tidy and any rubbish chocking or other material must be removed when the allocated space is vacated.

4) .That I will be charged according to the schedule in the PYC By-laws

5) I/we have read Appendix 6 of the PYC Bylaws and are aware that the PYC committee has power to ensure that my vessel is removed from the hard standing if no longer authorized to be on the hard standing.

Signed

Date