



BY-LAWS

1.0 Subscriptions and Fees

- 1.1 Subscriptions and fees for the following yachting year will be set annually at the AGM held in June.
- 1.2 Subscriptions are for the different types of Squadron membership, and payment gives access to the clubrooms, and car / trailer parking in the boat park whilst sailing on Lake Rotoiti. Fees cover the use of additional Squadron facilities.
- 1.3 The yachting year is defined as 1 October to 30 September.
- 1.4 Subscriptions and fees are due for payment by 30 September for the coming yachting year.
- 1.5 If subscriptions remain unpaid at 31 October, then the member is deemed to have resigned from the Squadron. The member's electronic key will be de-activated.
- 1.6 If fees remain unpaid at 31 October, then the member is deemed to have relinquished any rights to any boat park berth or mooring previously occupied. The electronic key giving access to these areas will be de-activated, and the Squadron Executive may remove any boats or equipment from the Squadron premises.
- 1.7 Reinstatement of the rights relinquished in 1.6 above may be considered by the Executive Committee and conditions set.
- 1.8 The Squadron joining fee is a once only payment to cover initial administration, key allocation and infrastructure buy-in.
- 1.9 If the committee approves new member application(s) after the first month of the yachting year the membership fee shall be a pro-rata payment based on the number of months left in the yachting year. This will apply to the member's first year only. Application fees for membership, boat park and moorings remain the same no matter what time of the year membership is approved.
- 1.10 Replacement electronic keys are available on application in writing/email to the Secretary and payment of a fee. The lost key will be de-activated and the new key loaded with the member's current access rights.
- 1.11 Note: If a member gains new access to Squadron facilities, eg applies for and is granted a boat park berth, then access to that facility will be automatically granted on the current electronic key without the need to physically change the key.

2.0 Marina

- 2.1 Squadron members are reminded to observe all Council and legal laws, bylaws and regulations when using public or scenic reserve areas, private land, or waterways and anchorages.
- 2.2 The Squadron's marina facilities (other than the ramp and jetties) are for its financial members only. Any other usage is at the discretion of the Marina Manager or the Executive Committee.
- 2.3 The clubroom, power/water box and dinghy locker storage must be locked after use.
- 2.4 Berthage on the jetties is to be kept to a reasonable period of time. Extensions of time other than for loading/unloading are at the Marina Manager's discretion.
- 2.5 For safety reasons swimming in the Squadron's marina or mooring areas by members is prohibited.
- 2.6 Yachts must have halyards tied to prevent rattle or noise at the marina to lessen irritation to residents and members.
- 2.7 Maintenance and/or repairs on yachts shall be of minimum type and will be permitted only at the discretion of the Marina Manager. In particular removal of anti-fouling will not be permitted.
- 2.8 Consider other members when using club equipment and return or replace as soon as possible.

3.0 On the Water

- 3.1 BOPTYS has a zero waste policy:
 - (a) Marine type pump-out toilets are not to be used on lake water ways.
 - (b) All toilet effluent and grey water waste shall be contained on board to be disposed of through a suitable sewerage disposal system, such as the disposal chute adjacent to the public toilets at the marina.
 - (c) All rubbish/garbage is to be retained onboard for disposal in the marina rubbish bins or at other approved sites.

4.0 Boat Park

- 4.1 Yachting members may apply for a boat park berth per the Boat Park Agreement.

- 4.2 Boat park berths are not to be used for overnight accommodation except where it is impractical or unsafe to travel prior to or after sailing on the lake.
- 4.3 Free, short term casual parking in the grassed area of the boat park for member's cars and trailers whilst cruising on Lake Rotoiti is available to all members and is accessible using the member's electronic key. Casual parking shall be in the allocated parking spaces.
- 4.4 Short term (up to 5 weeks) parking of member's boats may be permitted only at the discretion of the Boat Park Manager in an allocated berth, and on payment of a fee.
- 4.5 Temporary (up to 2 weeks) access to the grassed boat park may be granted to visiting trailer yacht owners who are members of an YNZ affiliated yacht club at the discretion of the Boat Park Manager or the Executive Committee. An electronic key giving access to the boat park can be issued by the Boat Park Manager on payment of a fee.
- 4.6 Maintenance and/or repairs on yachts shall be of minimum type and will be permitted only at the discretion of the Boat Park Manager. Due consideration of other users of the boat park shall be taken to minimise nuisance caused by dust, spray etc.
- 4.7 The boat park has an extensive security system including a mains powered electric fence around its perimeter. Parents should ensure that children are made aware of the fence's potential as it may cause considerable fright and distress.
- 4.8 All users of the boat park are responsible for ensuring that the gate is firmly shut and locked after they have entered or left the boat park. Note: This means the gate should be locked when you are working on your yacht in the boat park.

5.0 Boat Hoist

- 5.1 Use of the boat hoist and lifting equipment is available to yachting members on application to the Boat Hoist Manager and payment of a fee. This fee is to be paid in cash only (receipt given).
- 5.2 The boat hoist is designed for lifting boats up to 2 tonne total weight using two strops and four chain blocks.
- 5.3 The Boat Hoist Manager will provide guidance for the use of the boat hoist; however, use of the boat hoist is entirely at the risk of the member.

6.0 Moorings

- 6.1 Yachting members may apply for a mooring per the Mooring Agreement.

- 6.2 Moorings shall not be used for overnight accommodation.
- 6.3 At the discretion of the Marina Manager, Yachting members may be allowed short term casual use of a mooring for a fee.

7.0 Indemnity

- 7.1 Any boats stored for any length of time in the boat park or on a mooring buoy (including overnight), must carry a minimum 3rd party insurance to \$1,000,000. The Committee has the right to inspect the insurance documents of any boat, and failure to provide relevant documents as requested will negate the right to storage in the compound or on a mooring.
- 7.2 Members store their property within Squadron facilities at their own risk. Responsibility for security of their property, including insurance, belongs to the owner of the yacht or other property. The Squadron does not accept any responsibility for theft, fire, or any other damage to yachts or equipment including motor vehicles. Note: Yacht owners should check with their insurance companies regarding their policy on securing of attractive items such as outboard motors.
- 7.3 The member agrees to indemnify the Squadron and its authorized personnel from liability for loss or damage to the member's property whilst using Squadron facilities for any of the following, negligence excepted:
 - (a) Temporary relocation of the member's property within the boat park to enable repair or maintenance of the boat park;
 - (b) Removal of the member's property if the annual fee has not been paid by 31st October;
 - (c) Damage to the member's property caused by moving vehicles or other objects.

8.0 Safety Regulations

- 8.1 All boats shall comply with Yachting NZ Safety Regulations 2025 – 2028 Part 3, or subsequent updates