



BY-LAWS OF WEITI BOATING CLUB (INC.)

Introduction

These By-Laws are supplementary to and should be read in conjunction with the provisions of the Club's Constitution.

A. Moorings

1. Only the permitted boat shall use the said pile mooring site with the permit holder being permitted during the term of this permit, subject to any direction from the Club to use the Club grids.
2. All notices and actions to be carried out by the Club shall be sufficiently given or done if signed or carried out by the Club Commodore or Club Secretary whether received or not shall be deemed to have been received by the permit holder on the day it is physically delivered to him or within 5 days after the date on which it is posted to him by ordinary mail to his last known address whichever shall be sooner.
3. All piles are the property of the Club and are not to be interfered with in any way except in accordance with the directions of the Club Commodore. Club Secretary or other Officer appointed for that purpose by the Committee.
4. The Club will provide the immediate attachments to the piles (pile attachments) in the form of slides, floating connections or otherwise as the Club may from time to time consider appropriate and will supply and maintain the chains, lines and other fittings attaching the Boat to the mooring weights where appropriate and the pile attachments (hereinafter together with the piles together referred to as "the moorings"). Although the Club shall provide the moorings and from time to time inspect them. the responsibility for ensuring that the moorings are and remain adequate to properly secure the Boat shall at all times be upon the permit holder and the permit holder shall notify the Club of any defect or deficiency in the moorings. Neither the Club nor any officer or other member of the Club or any other person who shall supply and/or fit any portion of the mooring shall be liable for any damage or injury which may be caused by or through any defect or deficiency in the moorings or any part thereof or as a result of the fitting of the same and the permit holder shall indemnify the Club and any officer or other member of the Club or other person who shall supply and/or fit any portion of the moorings from and against all costs, claims and demands which may be incurred by the Club or such person or made against the Club or such person as a result of such supplying and/or fitting of the moorings or any part thereof.
5. The permit holder shall at all times ensure that the dinghy stored by the permit holder in the dinghy locker shall at all times have the name of the Boat prominently displayed inside the dinghy on its transom. The right to retain the use of the dinghy locker shall at all times be subject to the permit holder complying with the aforementioned provisions and shall be suspended during such period when a dinghy is not complying with these provisions is in the locker. Any dinghy in a dinghy locker not so named may be removed by the Club and placed outside and the Club shall not be responsible for any loss or damage arising therefrom.
6. Any ropes left between piles must be buoyed in the centre and dinghies left on piles must be moored between the piles.
7. The permit holder shall not without the consent in writing of the Club use the moorings or allow such moorings to be used by any other boat than the boat for which the permit is issued.
8. Trafficking in moorings is strictly forbidden.
9. If the boat for which the permit is held is sold or the permit holder's beneficial interest in the boat is reduced to less than one half, the Club must be notified within fourteen days (14) from and after such event occurring and in such case subject only to the provisions of Condition 13 and the proviso hereto the permit shall be at an end and the



mooring shall revert to the Club for reallocation PROVIDED HOWEVER that in the event that the permit holder shall make written application to the Club at the time of notification of change of ownership and shall satisfy the Club that the permit holder will retain a significantly active part in the use of the boat the Club may in its sole discretion allow the permit holder to retain the use of the site for the boat in accordance with the provisions of this permit.

10. Subletting by the permit holder is prohibited but: The club retains the right to sublet and take the benefit of any piles when a vessel is absent for two weeks or more. In the case of such absence the permit holder shall notify the moorings officer of anticipated dates of vacancy and returning to the pile.

11. Exchange of moorings is forbidden unless the prior approval of the Club in writing is first received, and the permit holders shall sign new permits in respect of the exchanged moorings.

12. The retention of the mooring by the permit holder after the sale of his boat is permitted provided, he replaces the boat with one of a similar type and suitable for the mooring, within twelve (12) months and approval of the Club is obtained before the boat for which this permit is held has been sold.

13. Allocation of moorings will be reviewed annually by the Club and a mooring shall revert to the Club if the holder does not pay the permit fee and return this permit duly signed by the 31st day of August in each year.

14. If any permit holder wishes to relinquish his allotted site, he may do so by giving written notice to the Club and in such case may claim a pro rata refund of the permit fee to the extent of the unexpired complete quarters of the year still to run.

15. This permit may be terminated by the Club at any time by giving to the permit holder not less than one month's notice in writing and in such case this permit shall be terminated on the date specified in such notice. No reason need be given by the Club for such termination. Upon such termination the Club will refund to the permit holder a pro rata portion of the annual permit fee paid by the permit holder for the balance of the unexpired term of this permit. In the event of the boat for which this permit is held or any other boat owned by the permit holder or in which he shall have an interest being moored on the site after the date of such termination of this licence, the Club may, notwithstanding the termination of this licence, remove the boat from the site in accordance with the powers, privileges and exemptions provided in Clause 17 hereof.

16. The permit holder acknowledges that the Club has the powers of the harbour Master under Regulation 29 of the General Harbour (Nautical and Miscellaneous) Regulations 1968 and the liability of the permit holder thereunder shall be to the Club. In addition to those powers of Harbour Master the Club may remove from any mooring (pile or swing) for which a permit in this or a like form has been granted by the Club and/or any Club facility (e.g. pontoon, gid, hauling out area) to such place as the Club by any one of the members of its Committee shall determine any boat which is not using the same in accordance with a permit given by the Club or otherwise in accordance with the bylaws of the Club. Neither the Club nor any Officer of the Club or other person authorised by any Officer of the Club or the Committee of the Club to move any boat shall be responsible for any damage caused to such a boat which being moved and/or stored in accordance with the powers hereinbefore given and the owner of the boat shall be responsible for all costs relating to the movement and storage of such boat which costs shall be paid to the Club before the boat is returned to the owners.

17. On relinquishing the site the permit holder is responsible for any charges which may be incurred by the Club for inspecting the mooring.

18. Notwithstanding the foregoing provisions the Club is at liberty to rearrange all berths in order to obtain the most efficient use thereof.

19. In respect of swinging moorings the following additional or special conditions shall apply:



- (a) No boat shall occupy more space than is reasonably necessary to moor with safety.
 - (b) Moorings shall be of a sufficient weight and strength for the vessel using the same and no vessel other than the boat for which this permit is issued shall use the same without prior approval of the Club.
 - (c) The proposed moorings must first be approved by the Club and laid as directed by it.
20. All moorings, pile or swinging, must be kept in a safe and efficient condition by the permit holder and when unoccupied shall be marked as directed by the Club.
21. The Club and its Officers are not liable for the insufficiency or insecurity of any moorings and shall not be liable or responsible for any damage to any boat or other property.
22. Except with the prior permission in writing of the Club first had and obtained in the event of the Boat not being on the aforementioned mooring for any consecutive period of thirteen (13) weeks, this Licence may thereafter be terminated by the Club by giving to the permit holder notice in writing of its objection to such action and in such case the Licence shall terminate at such date as may be specified by the Club such notice being a date not less than seven (7) days after receipt of such notice by the permit holder or if posted not less than the day twelve (12) days after the date on which such notice is posted to the permit holder.
23. The Club may terminate without notice and without refund, the permit of any permit holder in breach of any of the foregoing conditions and upon termination may remove his mooring at the risk and expense of the permit holder or may allocate the site with such moorings to any other applicant and any payment received for such moorings shall be the property of the Club.
24. Neither the Club nor any Officer of the Club or other person authorised by any Officer of the Club or the Committee of the Club to carry out any activities in relation to the pile and/or swing moorings for which permits are granted by the Club the grids, the hauling out, moving and/or storage of boats and/or any Club facility shall be responsible in any way for any damage or other loss sustained by the permit holder and/or his boat or otherwise howsoever.

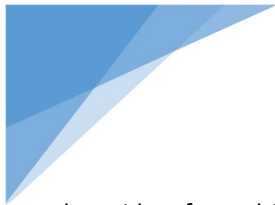


B. Pontoon

1. The pontoon and its facilities must at all times be kept clean, tidy and clear of gear and any other obstructions.
2. If power or water have been used. they must be turned off before departure of user.
3. The inside berth of the pontoon may be hired as a working berth, by prior arrangement with the Custodian or Club Captain, the hiring fee to be as determined by the Committee from time to time.
4. In other respects the Pontoon is to be used only for loading/unloading of gear, passengers, fuel and water, and hence for short durations only.
5. Fishing and swimming is prohibited from the pontoon and jetty.

C. Yard and Haulage

1. Members boats only shall be hauled. Non-members by arrangement.
2. Save and except as provided in Condition 8 hereof all craft are hauled out, stored and launched at owner's risk and the Club shall not be liable for any injury to any person or loss or damage to any craft or the rigging, spares, equipment, furniture, gear or any chattels or otherwise appertaining to any craft whatsoever and howsoever arising whilst any craft is stored on the reclamation at the said boat harbour or in the course of hauling or launching the same other than by the neglect of the Club or its servants during the course of such hauling out or launching.
3. Except when using Club approved cradles. the owner of the craft shall supply his own cradle or like appliance for supporting the craft and shall in all cases be responsible when hauling out for the correct and proper placing of the craft thereon.
4. The Club may refuse to land, launch, or store any craft which, in its opinion is considered to be a derelict or the cradle of which is sub-standard or vessel overweight.
 - (a) Owner must provide his own cradle together with blocks to rest on when in final berth.
 - (b) Only Club approved cradles to be stored within Club environs, all others to be removed after launching of craft.
 - (c) Steel or ferro-cement boats over 30 feet will not be hauled unless an official weight certificate is presented and accepted by hauling officer prior to hauling. Maximum weight to be hauled/ stored in yard —12 tonnes.
5. The Club will supply a slipway, wire ropes for banding and a winch: but shall not be liable if, for any cause, the said slipway, wire ropes and winch, or any of them, are not available for use at the time for which they are requisitioned.
6. The Club will supply labour for the operation of winches and general supervisions but all other labour necessary for launching or hauling out shall be supplied by the owner.
7. The Club will whenever practicable and convenient move other craft being in or upon the storage area so as to facilitate the hauling out or launching of the craft the subject of this application; but the Club shall not be required to move any particular craft or to haul out or launch any craft if in the opinion of the Yard and Haulage Committee the removal, hauling out or launching of that particular craft is not then reasonably practicable and convenient.
8. Save when the Club has expressly accepted liability for injury, loss or damage in these conditions the owner of any craft hauled up, stored or launched at or in the said Boat Harbour shall indemnify the Club against all claims by any person or injury, loss or damage occasioned during and in the course of the hauling up, launching, or moving of



the said craft resulting or arising out of or connected with the storage or moving of the said craft in or upon the said area.

9. The Club reserves the right to move any craft on the storage area for its own purpose or to facilitate the hauling up, movement or launching of any other craft and in so doing will accept responsibility for loss or damage or injury resulting from the negligent movement by the Club of such first mentioned craft

10. The owner of any craft hauled up, stored or launched at or in the said boat harbour shall also indemnify the Club against all claims by any person for injury, loss or damage resulting from the use, on or about his craft, of any electrical equipment powered from the Club's electricity supply sockets, whether by himself or others, and shall ensure that all such electrical equipment is maintained in good order and condition, and complies in all respects with the N.Z. Wiring Regulations. Users are advised that it is safer to use one appliance only from each socket. No power point within the Clubhouse shall be used for external purposes.

11. A debit note and receipt showing that all charges have been paid shall be produced to the Yard and Haulage before any craft requiring the use of the Club gear shall be launched.

12. Craft requiring the use of the Club's gear for launching shall not remain on the hard after the 31st December without the permission of the Yard and Haulage. If permission is not obtained with one month then the Club will notify the owner by registered post to the last address furnished by the owner that unless his intentions in regard to the craft are made known within fourteen days from the posting of such letter and such intentions are approved by the Club then the Club shall dispose of the craft by public tender and deduct the costs incurred in connection with such sale from the proceeds of the sale.

13. Charges shall be in accordance with those fixed by resolution of the Club from time to time.

14. In these conditions the following phrases shall be the undermentioned meanings:—

"Hauling out" shall mean and include moving any craft from the slipway to its place of storage.

"Launching" shall mean and include moving any craft from its place of storage to the slipway.

"Boat Harbour Custodian" shall mean and include the Custodian appointed for the Boat Harbour and Reclamation and any person for the time being acting as his deputy.

15. Any fouling matter removed from a vessel while stored, on the ramp or the storage area must be disposed of by the owner.

16. Hauling and lifting gear may not be used by anyone other than persons expressly authorised by the Committee.

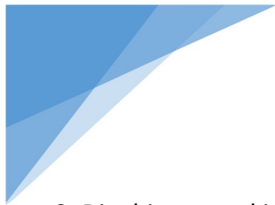
17. Hauling, lifting and associated yard, gear and equipment must not be removed without special permission from the Yard and Haulage or Club Captain.

18. At all times members will be subject to the decisions of the Club Captain or his delegates regarding the positioning of boats in the yard, storing of cradles or other aspects related to haulage, storing and the like.

D. General

1. When travelling in the river the speed of boats must at no time exceed 5 knots or lesser speed to ensure small wave action in consideration of moored craft.

2. Car and trailer parking shall be restricted to designated areas. Vehicles must not be left unattended on any part of the concreted area or in front of locker or tractor doors.



3. Dinghies stored in racks outside dinghy locker area must be securely fastened in correct rack by chain or padlock or similar effective device.
4. Sleeping on the Club premises is prohibited, other than under exceptional circumstances, and then only by permission of the Committee.