



PORT NAVAS YACHT CLUB RULES

1. **Name:** Port Navas Yacht Club hereinafter referred to as The Club.
2. **Address:** PNYC, Port Navas, Constantine, Falmouth, Cornwall TR11 5RJ
3. **Purpose:** The Club will provide moorings and promote and further the interests of sailing and boating in the area and will provide a venue for social activities through its clubhouse, bar and restaurant.
4. **Constitution:** The Club is a privately-owned proprietary club, Port Navas Yacht Club Ltd, run by Antonia and Tom Ellemann (The Proprietors). Their contact details are available on the website and you can email admin@pnyc.co.uk
5. **Restaurant & Bar:** The Club Bar and Restaurant is open to both members and non-members (guests) as per its licence. For more details about the Restaurant & Bar see the website.
6. **Qualification and Application for Membership:** Membership to the club is at the sole discretion of The Proprietors. Everyone who keeps a boat, dinghy or kayak at the club must be a member. Every prospective member must fill out and submit a membership form and they cannot start to enjoy the benefits of being a member at The Club until the application has been accepted and membership has been paid for.
7. **Subscription:** The annual membership fee shall be determined by the Proprietors from time to time with details available on the website. Membership will run annually from 1st January to 31st December.
8. **2018 Data Protection Act:** The Club maintains a list of members including their address and contact numbers and, for boat owners, confirmation that they have insurance. This information is used by the Proprietors to contact its membership about matters relating solely to The Club. No data is shared with any third parties or Data Controllers with the exception of our Mailchimp newsletters which members choose to opt in to or out of each year. Any member can unsubscribe from the newsletter having initially opted into it.
9. **Boat Membership and Moorings:** Mooring fees are set at the sole discretion of The Proprietors and shall be amended from time to time. All owners of boats must be members in order to have a mooring at The Club. The Club will assign boat owners a mooring for each season and will endeavour to offer the same mooring space each year but moorings don't automatically "belong" to members. The Proprietors reserve the right to offer boat owners alternative mooring spaces as they need to accommodate a range of boats each year. The Club will offer boat owners a mooring space but that space is not confirmed until payment in full has been received. The Proprietors reserve the right to withdraw the offer of a mooring at any point before payment has been received. The Club has two seasons, Summer from 1st April to 31st October and Winter from 1st November to 31st March. Each mooring is for one boat and we do not allow the storing of inflatables and kayaks and other vessels on or beside your boat. Boat members must put their boats in and take them out in a timely fashion based on these dates. Any boat members who extend their time on the mooring will be charged on a weekly basis unless they have the prior agreement of The Proprietors to start earlier or stay later and the Proprietors shall have the right to move such boats to alternative moorings. Boat owners are required to have insurance as laid out in each mooring application (which can be found on the website along with a list of mooring fees). Boats, dinghies and kayaks must be left in

an orderly fashion and adhere to any mooring rules as per their mooring application form. Owners are responsible for bailing out their boats. From time to time, the Proprietors may need to move a boat temporarily. Please note that there is a maximum speed limit of 6 knots in The Helford River up to the point beyond The Ferryboat Inn where speed markers denote the speed.

10. **Termination of membership and/or mooring:** The Proprietors reserve the right to terminate any membership or mooring at their sole discretion and without the need to provide any reasons for so doing. The Proprietors shall re-imburse the former member or mooring owner with any outstanding proportion of their membership or mooring fee based on how many months are left on their annual membership/mooring.
11. **Launching:** Only Boat Members and Launching Members may launch kayaks, paddle boards and boats from the moorings, slipway and pontoons. Social Members and guests may not launch boats etc without the prior approval of The Proprietors.
12. **Visiting Boats:** At their own risk visiting boat owners may use temporary moorings at the Club through prior arrangement and at the discretion of The Proprietors and subject to the published fees (see website and signage at The Club).
13. **The Restaurant & Bar:** Is subject to the terms of its Licence as granted by the local authorities. The management of the Restaurant and Bar reserve the right to determine opening times within the constraints of the Licence. The terms of the licence are available on site in the Clubhouse and the opening hours are available on the website.
14. **Use of Premises:** Every member and guest shall take all steps as may be necessary to ensure their own safety and the safety of others when using the Club premises and facilities. The site is next to water and is affected by the rise and fall of the tide. Care must be taken on the pontoons. The Proprietors do not accept any liability for any loss, damage, accident or injury howsoever caused and whoever may have suffered the same. Members and guests shall use the Club entirely at their own risk. Members shall ensure that their family and guests use the Club in a quiet and orderly manner for the benefit and enjoyment of all other members and guests and occupiers of neighbouring properties.
15. **Property:** Any property of whatsoever kind of a member, including their boats, brought onto or into the Club premises shall be so brought entirely at the member's or guest's own risk and the Proprietors will accept no liability whatsoever for any such property while it is on the Club premises.
16. **Fishing and Swimming:** This is not permitted at the Club premises due to the constant flow of river craft in the river. (The Oyster Quay, adjacent to the Club, is open to the public for fishing and swimming). People, including supervised children, may crab from the pontoon at their own risk.
17. **Children:** Minors visiting The Club must be supervised by an adult at all times, particularly when near the water. Life jackets, especially for younger children are advised. Any member or guest bring a child to the Club does so entirely at his or her own risk and the Proprietor shall accept no liability whatsoever for any injury loss or damage which may occur to or involve any such child.
18. **Dogs:** Dogs are permitted at the Club and in the Restaurant and Bar subject to the management but such permission can be withdrawn at will. If dogs are deemed to be badly behaved or to be making too much noise, the owners will be required to

remove the dog from the premises. Dogs may not be left in vehicles for any length of time and owners might be reported to the RSPCA.

19. **Parking:** Parking at The Club is severely limited and the following rules shall apply. Parking is entirely at the risk of the driver/owner of the car and The Club accepts no liability for any damage to vehicles.

Two marked spaces are reserved for the Restaurant & Bar staff and are not to be used.

Two spaces are from time to time reserved for people renting accommodation at Quay House. Please do not park in these spaces if the reserved signs are put in place. Only members with pontoon berths may park ONE car in the car park if there is space available and their guests must park in the village.

People using the Restaurant & Bar may park in the car park.

All other members are kindly asked to unload and then park in the village before going out on the water. Please park on the left beyond Trewince Lane below the Chapel.

No vehicle can be left in the car park overnight or for longer than 12 hours in any 24-hour period.

The Proprietors reserve the right to charge a Parking Fee and to clamp unauthorised parking.

20. **Copy Of The Rules:** These shall be available to download from the website in the Members section.

21. **Alteration of The Rules:** Alterations may occur at any time and The Proprietors shall not be bound to give notice to the Club membership of their intention to do so or of the proposed alterations.

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