



ROYAL SOLENT YACHT CLUB BYELAWS

B 1 CLUB PREMISES

B 1.1 The Club's current opening times can be viewed in the Club's foyer and on the Club's website: https://www.royalsolent.org/the_club/club_opening_hours/
At quiet times the Club may close earlier than the advertised times.

B 2 BAR

B 2.1 At quiet times the bar may close earlier than the advertised times.

B 2.2 Variations for special occasions will be posted on the events notice board and on the Club's website.

B 3 CATERING

B 3.1 Notification of any dietary requirements and food allergies should be made in advance where possible.

B 3.2 Only food and drink purchased from the Club may be consumed on the premises, with the exception of baby food and special needs food, unless prior permission has been obtained from the Club Secretary.

B 4 SMOKING

Smoking is only permitted on the colonnade and on the lawn. It is not permitted anywhere else in the clubhouse or in the clubhouse grounds, which includes both balconies. The same rules apply to e – cigarettes. Rolled cigarettes may only be made in the permitted smoking areas as outlined above.

B 5 DRESS

B 5.1 The General Committee does not wish to impose rigid dress rules but does consider that members and visitors should observe a reasonable standard of dress and cleanliness, appropriate to the occasion.

B 5.2 Those whose dress does not conform may be asked by a Flag Officer, General Committee Member or Club Secretary to adopt an appropriate form of dress or leave the Club. The Steward has the discretion to refuse service to an individual who is inappropriately dressed.

B 5.3 The dress code for eating and drinking anywhere on the first floor (including the dining rooms, bar and balconies, is Smart Casual (See B 5.5) or as stated in the notice for a particular event.

B 5.4 The following are examples of inappropriate dress:

- a. Wet, dirty or torn clothing, overalls, overcoats and oilskins.
- b. Singlets or sleeveless shirts (male) or clothing with inappropriate slogans.
- c. Swimming clothing or naked torsos.
- d. Bare feet or inappropriate footwear.
- e. Hats or caps for gentlemen or non–dress hats for ladies (applies inside the Clubhouse, excluding the balconies, lawn and colonnade)

- f. Coats should be left on the secure hangers provided in the cloakrooms. They are not to be piled on tables upstairs nor heaped on the floor, but the owner may leave their own on the back of the chair on which they are sitting. This rule may be relaxed during the winter weather when the wearing of coats upstairs may be necessary.

B 5.5 Dress Code Definitions:

- a. Black Tie: Dinner Jackets or National Dress with bow tie. Ladies should wear appropriate evening dress.
- b. Jacket and Tie: Suit, reefer, blazer, sports jacket with a tie. Long trousers, shoes and socks are to be worn; sandals and shorts are not acceptable. Ladies should be smartly dressed in skirts, dresses or trousers with a suitable top.
- c. Smart Casual. Gentlemen may wear a shirt and trousers with or without a tie or cravat; with or without a sweater or jacket. Ladies should be dressed appropriately in skirts or trousers. Bare feet are not acceptable at any time. Tailored shorts may be worn during the summer months (April – September).

B 6 CHILDREN AND JUNIOR MEMBERS

B 6.1 Children under 14 are allowed into the Club only if accompanied by an adult, who will be responsible for their behaviour. Should the standard of behaviour be inappropriate, an official may ask for the child or children to leave the premises.

B 6.2 Children under 14 must be accompanied in the bar.

B 6.3 Young members aged 14 – 17 are only allowed to purchase non-alcoholic drinks and order food.

B 6.4 No person under the age of 18 is permitted to purchase (or attempt to purchase) any alcoholic beverage;

B 6.5 No person under the age of 18 is permitted to consume any alcoholic beverage except where B 6.6 applies.

B 6.6 Young members or young guests who are aged 16 or 17, may consume beer, wine or cider, if:

- a. The alcoholic beverage is consumed with a meal in the presence of an adult member, at a meal table, in the Club;
- b. The beverage was purchased and supplied by an adult member for that purpose.
- c. The young member or young guest (as the case may be) behaves responsibly.

B 6.7 The Steward or senior bar person on duty has the right to refuse the above if they think fit.

B 7 MOBILE ELECTRONIC DEVICES

Mobile electronic devices (such as mobile phones, tablets, laptops etc) can be used upstairs in the clubhouse in silent mode only. Their use should be discreet and unobtrusive. They can be used quietly downstairs. A member of staff present has the discretion to ask an individual who breaks this byelaw to comply or leave. Members or visitors whose phones emit a ring tone whilst on the first floor are asked to make a donation to the RNLI of £5.

B 8 IDENTIFICATION

Members and visiting yachtsmen are expected to produce their Club membership cards if requested to do so by a member of staff.

B 9 GUESTS AND VISITORS

B 9.1 Members of any RYA affiliated Club or Association skippering yachts visiting Yarmouth, able and willing to furnish evidence of such membership and persons owning or skippering yachts competing in races and rallies organised by or in conjunction with the Club and, in each such case, their crew members, may use the Club premises after entering their names and addresses and signing in the Visitors' Book. In the case of races and rallies, such use may extend to the day before and the day after the event in question. All persons so using the Club's premises shall be subject to these Rules and Byelaws.

B 9.2 Notwithstanding Clause B9.1, visiting yachtsmen from foreign countries arriving in Yarmouth by boat may use the Club facilities subject to these Rules and Club Byelaws.

B9.3 Members of other Clubs with which the Club has a formal reciprocal agreement may use the Club facilities whether or not they arrive in Yarmouth by boat, subject to these Rules and Club Byelaws.

B 9.4 Intoxicating liquor may be sold by or on behalf of the Club for consumption on the premises to visitors using the Club in accordance with Rules 25.1, 25.2 and 25.3 except to persons to whom the supply of intoxicating liquor is prohibited by law.

B 9.5 Members aged 18 and over shall be allowed to introduce guests, subject to such byelaws as the General Committee shall make from time to time, and every such guest shall be considered the guest of, and shall be accompanied by, the member introducing him or her provided that no person shall be introduced more than six days in any period during a calendar year or whose conduct or presence in the clubhouse shall be considered by the General Committee to be objectionable or prejudicial to the interest of the Club. Names of guests must be entered in the Visitors' Book on each occasion upon which they use the Club premises.

B 9.6 Guests, who are regular crew when racing with members at open sailing events may, at the discretion of the Rear Commodore Sailing, exceed the six-day limit referenced in B 9.5 above.

B 10 DOGS

All well behaved dogs may be brought into the Club grounds and the ground floor Hudleston Bar. With the exception of guide dogs and assistance dogs, all other dogs (emotional support dogs included) may not be brought into any other areas of the clubhouse, including the balconies. The following restrictions apply to all dogs:

- Dogs must be on a lead, clean and well behaved.
- Access to the Hudleston Bar and/or lawn only applies when there is no function taking place.
- Owners must clean up after any soiling.
- Dogs are not to be allowed on the furniture.
- Owners must ensure that their dog (and if different, the person for the time being in charge of the dog) does not cause damage to furniture or to other Club property. Owners will be liable for any loss or damage caused by the dog.
- Any incidents of a dog exhibiting aggressive or anti-social behaviour towards people or other dogs may result in action being taken for the dog to be removed or excluded from the premises.
- Owners are reminded that under section 3 of the Dangerous Dogs Act 1991, if a dog is dangerously out of control on Club premises, the owner, and if different, the person for the time being in charge of the dog, is guilty of a summary offence.
- Rings are available outside for dogs to be tied to, if required.

B 11 BOOKS AND PERIODICALS

Books and periodicals are not to be removed from the clubhouse without the permission of the Club Secretary.

B 12 CONDUCT

B 12.1 Members, visitors and guests are expected to behave correctly and courteously at all times.

B 12.2 The Royal Solent Yacht Club is committed to equal opportunities and diversity, as an employer and within its membership. Discrimination, harassment or rudeness towards members, non-members or staff based on (for example) age, race or sexual orientation will not be tolerated and constitutes a breach of B 12.1.

B 12.3 Members, visitors and guests must ensure that whilst on Club premises they drink responsibly and within the law.

B 12.4 The bartender on duty (or other member of the hospitality staff) may refuse to supply alcohol to any person who is believed to be drunk or whose conduct is otherwise inappropriate.

B 13 SUGGESTIONS AND COMPLAINTS

B 13.1 All suggestions should be made in writing and signed by the initiator. A box for suggestions is available in the hall outside the office. Alternatively, suggestions can be logged at: suggestions@royalsolent.org

B 13.2 Complaints of any nature relating to the management of the premises, or behaviour of individuals therein, should be addressed to the Club Secretary or a Flag Officer in the Club Secretary's absence.

B 14 CAR PARK

FAILURE TO COMPLY WITH B 14 MAY RESULT IN THE REMOVAL OF THE MEMBER'S BARRIER CARD.

B 14.1a The Club's car park is primarily available for member parking on a payment basis whilst using the facilities of the Club or being engaged on Club activities.

B 14.1b Short term member parking (one hour) is also permitted whilst visiting Yarmouth for non-Club related reasons.

B 14.1c Between 1st October and 31st March, member parking is permitted for a period of two hours whilst visiting Yarmouth for non-Club related reasons.

B 14.1d Parking by guests and visitors is not permitted unless the Club Secretary has given prior permission.

B 14.2 Parking spaces are limited and during busy periods may not always be available. Possession of a barrier tag does not guarantee a parking space.

B 14.3 The General Committee has delegated the responsibility of administering the car park byelaws to the Club Secretary.

B 14.4 Vehicles must use designated parking areas so as not to cause an obstruction to other vehicles or to the approaches to the Club premises which may impede access by emergency

vehicles. Removal of parking cones is not permitted under any circumstances without the permission of the Club Secretary.

B 14.5 The control of the barrier is via the use of a barrier tag. Tags can be obtained from the Office upon payment and completion of an indemnity form. Only one barrier tag may be purchased by any one member. Barrier tags remain the property of the Club and must be returned when a member chooses not to renew or resigns. Replacement barrier tags will be charged at cost. Barrier tags must not be transferred (temporarily or otherwise) to other members or non-members without the permission of the Club Secretary. Barrier tags must not be used to facilitate the unauthorised admission of vehicles (for example in contravention of B14.1 or B14.4). Barrier tags may be used by any person to facilitate access to and from Club property by emergency vehicles.

B 14.6 All members' vehicles parking on Club premises must display a current sticker in their windscreen, available from the Front Office; these must be renewed each year. Members are asked to register the relevant registration number(s) with office staff, including any vehicle changes, so that new stickers can be issued, and records updated. One barrier tag can be used for a maximum of two vehicles, but not more than one of these vehicles may be in the car park at any one time.

B 14.7 Members who are drinking or eating at the Club in the evening are permitted to leave their vehicles until 10.00am the next morning. Members wishing to leave their vehicles for longer periods must obtain permission in advance from the Club Secretary. Vehicle spare keys must be left with the Front Office in case it should become necessary to move the vehicle. Permission will only be granted in exceptional circumstances.

B 14.8 Vehicles are parked entirely at owner's risk.

B 14.9 Anyone using the Club's car park must report any damage that is caused by them to another vehicle or other property whilst using the Club car park to a member of staff as soon as is practicable.

B 14.10 The Club reserves the right to move or remove any unregistered vehicle left in the car park without permission of the Club Secretary, and the Club may arrange for it to be stored off-site at the owner's expense.

B 14.11 Subject to byelaws B 14.12 and B 14.13, any work that is carried out on a car or boat on Club premises shall be carried out by a member of the Club.

B 14.12 A commercial contractor may carry out work on a car or boat on Club premises if the contractor:

- (i) Notifies the Club of: (a) their identity, (b) the date (or dates) of their attendance, and (c) the registration number of the car or the name of the boat (as the case may be).
- (ii) Confirms that they hold Public Liability Cover for an amount not less than five million pounds (£5 million).

B 14.13 A person ("visitor") who is not a member of the Club and who is not a commercial contractor, may carry out work on a car or boat on Club premises if:

- (i) The work is carried out in the presence of and under the control of the member who has primary responsibility for the car or boat.
- (ii) The Club is notified of (a) the identity of the visitor, (b) the date (or dates) of the visitor's attendance, and (c) the registration number of the car or the name of the boat (as the case may be).

B 14.14 Each person who is carrying out work on a car or boat on Club premises or whilst using a South Shed, shall:

- (i) Be responsible for their own safety, the safety of others, the security of the car, boat, or shed, the care of Club equipment, and the security of the shed.

- (ii) Be responsible for safely removing (from Club premises) and responsibly disposing of any waste materials and products.
- (iii) Immediately report to the Club Secretary, Boatman, fulltime member of staff, or Flag Officer, any damage to Club property or damage to property belonging to a third party that is caused by (for example) the spillage of paints, varnishes, or resins.
- (iv) Not smoke or vape.

B 15 DINGHY PARK

B 15.1 The dinghy park is for the storage of sailing dinghies up to 16 feet in length, which are the property of RSYC members.

B 15.2 An annual charge will be made for using the dinghy park. Charges will be levied at the discretion of the General Committee.

B 15.3 Either the Club Secretary or Sailing Secretary must be notified in the event of a member wishing to use the dinghy park. Members wishing to use the dinghy park must, annually, obtain permission, complete an Indemnity Form and pay the charge in advance.

B 15.4 Spaces will be allocated on a “first come, first served” basis. However, preference will be given to members’ dinghies which race at the Club.

B 15.5 Every dinghy and trailer must display a current dinghy park sticker. These will be issued once the dinghy park fee has been paid.

B 15.6 Dinghies are to be kept on their appropriate launching trailers, which are to be returned to the appropriate space once the dinghy has been launched and should not be left obstructing the slipway or gate.

B 15.7 The General Committee reserves the right to remove any dinghy kept in the dinghy park if it is not being used regularly and not displaying a current sticker.

B 15.8 The dinghy park will be available for use year-round, save during the third and fourth weeks of January when all dinghies will need to be removed and stored elsewhere off-site by the owners to allow for maintenance of the dinghy park to take place. An owner shall remove their dinghy (and any associated equipment) from the dinghy park no later than the end of the second week of January to allow for such maintenance to be carried out.

B 15.9 The Club reserves the right to remove all dinghies and trailers left on the park without permission and arrange for them to be stored off-site at the owner’s expense.

B 15.10 During key Club events, such as the Taittinger RSYC Regatta, the Club reserves the right to move dinghies and store them elsewhere.

B 15.11 In the case of a dinghy or trailer abandoned on Club premises, the following procedure will be adopted:

- a. The Club will attempt to trace the owner by all reasonable means.
- b. If appropriate, the dinghy or trailer will be removed (at the owner’s expense) to another part of the premises or to a location other than on Club premises.
- c. If the Club is unable to trace the owner, the object in question will be scrapped or sold. The proceeds of the sale shall be the property of the Royal Solent Yacht Club Ltd.

B 15.12 All dinghies, covers and trailers left in the dinghy park must be kept in a serviceable condition and are left entirely at the owner’s risk.

B 15.13 Any dinghy or trailer left on Club premises (or moved elsewhere under B 15.9, B 15.10 or B 15.11) must be adequately insured and the Club accepts no responsibility for any damage, howsoever caused.

B 16 SOUTH SHEDS

B 16.1 From 1st October to 30th April, the South Sheds are primarily for the storage of sailing boats up to 21 feet in length (which may be kept on trailers of appropriate size), which are the property of RSYC members. Other vessels and bulky items are not to be kept in the South Sheds without the prior permission of the Club Secretary.

B 16.2 With reference to B 16.1, seasonal charges will (subject to any agreement that is in force) be made for the use of a South Shed. Charges will be levied at the discretion of the General Committee.

B 16.3 From 1st October to 30th April, the South Sheds will be allocated to sailing boats on a “first come, first served” basis. However, preference will be given to boats which race at the Club and which have made use of this facility in the previous year, and then to other boats which race at the Club.

B 16.4 From 1st May to 30th September, the South Sheds may (with the permission of the Club Secretary and subject to B 16.14) be used for car parking or for other purposes on a “first come, first served” basis, although their use for boat storage will take priority. Charges will be levied at the discretion of the General Committee.

B 16.5 The Club Secretary or Sailing Secretary must be notified in the event of a member wishing to use a South Shed.

B 16.6 Owner(s) of every boat or car stored in a South Shed must have signed an Indemnity Form and must have paid the rental charge in advance.

B 16.7a Persons using a shed or working on a boat or car in a shed shall comply with the duties and responsibilities set out in B 14.11 to B 14.14 inclusive.

B 16.7b An electric power point that is installed in a shed must not be used for any purpose other than carrying out maintenance work on a boat or car, and it must not be used for charging an electric vehicle (of any description) wherever it is situated on Club premises.

B 16.8 The Club reserves the right to remove any boat or car left in a South Shed without permission and arrange for them to be stored off-site at the owner’s expense.

B 16.9 All boats, cars and trailers left in the South Sheds must be kept in a serviceable condition and adequately insured and are left entirely at the owner’s risk. The Club accepts no responsibility for any damage howsoever caused.

B 16.10 The parking of vehicles and access to the Club’s car park and sheds shall be in accordance with byelaw 14.

B 16.11 Where a member, whilst using a South Shed, is suspended or expelled by the Club in accordance with its Rules, that member may (in the event of suspension) be directed by the General Committee to remove their boat, car or other item from the shed (for the duration of suspension) and must do so in the event of expulsion.

B 16.12 The allocation or use [under B 16.4] of a shed under this byelaw does not create or confer a tenancy in the shed or in respect of any part of the land on which it is situated.

B 16.13 In circumstances giving rise to a pressing need, and subject to advising the member as soon as practicable, the Club reserves the right to require the member to remove their boat, car or other item, from the South Sheds.

B 16.14 If, during the period 1st May to 30th September, the Club intends to use all or part of the South Sheds for a period not exceeding seven days, the Club may (upon giving one month's notice) require a member to remove their boat, car or other item from the sheds for that period.

B 17 CLUB MOORINGS

Section 1 – Annual Moorings

B 17.1 Club moorings are primarily for the mooring of boats up to 39 feet in length, which are the property of Club members. Motorboats, dinghies and RIBs are not to be moored without the express permission of the Club Secretary.

B 17.2 An annual charge will be made for the use of club moorings. Charges will be levied at the discretion of the General Committee.

B 17.3 Club moorings will be allocated on a “first come, first served” basis. However, preference will be given to members' boats that race at the Club.

B 17.4 The owner(s) of every boat moored annually on a Club mooring must have signed an Indemnity Form available from the Accounts Administrator and paid the due rental charge in advance.

B 17.5 The General Committee reserves the right to request the removal of any boat kept on a club mooring if it is not being used regularly.

B 17.6 The Club reserves the right to remove any boat left on a Club mooring without permission and arrange for them to be moored off-site at the owner's expense.

B 17.7 The Club expects any boat that is moored on a Club mooring to be adequately insured and accepts no responsibility for any damage, howsoever caused.

B 17.8 All boats left on a Club mooring must be kept in a serviceable condition and are left entirely at the owner's risk.

Section 2 – Short Term Moorings

This section covers the short-term use of the outhaul, pontoon and moorings, as well as overnight and weekly stays.

1. The pontoon is not to be used for mooring; it is for drop – off and collection of crew only.
2. Rigid Inflatable Boats (or similar) not exceeding 9 metres in overall length must be put on the outhaul.
3. All short-stay moorings are dependent on availability. If a mooring is required, permission must be obtained in advance from the Sailing Office.
4. Moorings are subject to the fees and terms and conditions specified in these Byelaws or as published by the Club in any other way.
5. No boat exceeding an overall length of 39 feet shall occupy a mooring. No more than one vessel (other than the boat's tender) shall occupy a mooring.
6. On arrival moorings are to be picked up as directed by the Club's Boatman.
7. It shall be the responsibility of each person using the pontoon or any mooring or the outhaul, to do so safely and in accordance with any instruction published by the Club (or upon any direction given by the Club's Boatman).

8. Users shall be adequately insured and the Club accepts no responsibility for any loss or damage, howsoever caused.

B 18 HIRING OF CLUB BOATS

All the boats, their masts, spars, sails, cordage and other equipment are individually marked.

Failure to comply with the following may result in the member being refused permission to hire a boat.

B 18.1 Club boats are only available to hire to Club members with relevant experience (except when required for instruction or training) and will be allocated on a ‘first come, first served’ basis.

B 18.2 A deposit will be required, and a daily charge will be made for the use of a Club boat. Charges will be levied at the discretion of the General Committee.

B 18.3 Members wishing to hire a Club boat must obtain permission in advance from the Sailing Secretary, sign an indemnity form and pay the due deposit and hire charge in advance.

B 18.4 Upon completion of the above procedure a receipt will be issued which must be presented to the Boatman who will allocate a boat. All information will be recorded in the Sailing Office.

B 18.5 It is the responsibility of the member hiring the boat to ensure that it is returned on its trailer to its correct place in the Dinghy Park.

B 18.6 Any breakages, loss of equipment or other damage must be reported to the Sailing Office or Boatman within a maximum of 24 hours. This is the responsibility of the member hiring the boat.

B 18.7 Deposits will only be returned after inspection of the boat and its equipment has been completed to his satisfaction by the Boatman.

B 19 SAFETY

The Club and employees of the Club accept no responsibility for the safety of persons whilst on any Club premises or sailing from Club premises and it is for those using the slipway, jetty or pontoon to ensure that they take every precaution for their own safety and that they are capable of coping with prevailing weather and sea conditions.

All accidents must be immediately reported to a member of staff and recorded in the Accident Book.

It is the responsibility of every Club member and employee to ensure that all safety related incidents, hazards or bad practices, are reported to the Club Secretary as soon as possible.

B 20 PRIVACY

The Club shall keep a Members’ Directory, accessible to members securely online. The Directory contains the names, addresses, contact telephone numbers, email addresses and boat details of members, where the member has given their consent for their details to be included. Members may withdraw their consent at any time by contacting the Front Office. Neither the Members’ Directory nor the personal details therein are to be passed to non-members, nor are they to be used for advertising or promotional purposes.

B 21 LOCKERS

B 21.1 Members and their guests, and visitors, may use lockers (subject to availability) whilst they remain on Club premises or whilst they are engaged in a club sailing event.

B 21.2 Hazardous materials shall not be placed or kept in Club lockers.

B 21.3 The user of a locker shall report the loss of its key as soon as possible to the Club Secretary. The user may be charged the costs reasonably incurred by the Club for replacing the key.

B 21.4 The contents of a locker must be removed by the user at the end of their visit to the Club or at the end of the Club sailing event.

B 21.5 The use of a locker is to be taken as acceptance that the Club reserves the right to open (with good reason) a locker without the permission of the user and that the Club may do so in the absence of the user.

B 21.6 The user of a locker accepts the limitation of liability of the Club as set out in Rule 29.

B 22 PRIVATE FUNCTIONS

B 22.1 Private functions may be held at the premises of the Royal Solent Yacht Club with the prior permission of the Club Secretary and the Events Manager.

B 22.2 Applications for private functions shall be referred to the Events Manager in the first instance.

B 22.3 The Club Secretary and the Events Manager are empowered to close one or more rooms or areas for the purpose of private functions. A member, their guest, or a visitor, shall not enter a closed room or area without permission.

B22.4 Alternative arrangements for drinks shall be offered, and meals if reasonably practicable.

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