



**Byelaws
of
Crawley Mariners Yacht Club Limited (the “Club”)**

Adopted: 26 November 2025

Byelaws are rules and regulations set by the Club to govern the behaviour and activities of its Members and guests.

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1 INTERPRETATION & DEFINED TERMS

- 1.1 These Byelaws are supplemental to the Articles. Nothing in these Byelaws is intended to contradict the Articles and, in the event of any inconsistency between any provision of these Byelaws and any provision of the Articles, the Articles will prevail.
- 1.2 Unless the context otherwise requires words or expressions contained in this document bear the same meaning as in the Articles and vice versa.

2 MEMBERSHIP

- 2.1 Membership is open to anyone interested in the Water Sports offered at the Club regardless of sex, age, disability, race, sexual orientation, gender reassignment, pregnancy or maternity, religion or belief. Membership may, however, be limited according to available facilities on a non-discriminatory basis.
- 2.2 Membership is non-transferable.
- 2.3 There are the following categories of Membership:
- 2.4 **Full Membership** is open to any individual aged 18 or over. Full Members are entitled to attend and vote at General Meetings in accordance with the Articles and the Companies Acts, and to be elected to the Committee and to use all the facilities at the Club.
- 2.5 **Family Membership** is open to a person aged 18 or over, and shall include Full Membership and includes under 18 membership, as appropriate for any member of their family residing at the same address as the person applying for family Membership. The parent or guardian granted Family Membership shall indemnify the Club in respect of each child under 18 against all liabilities, actions, loss, damage and injury howsoever caused to or by the member. Members under 18 may, subject to the current Byelaws, use the club's facilities but shall not be entitled to vote or be elected to Committee. Only two Full Members within the Family Membership shall be entitled to vote.
- 2.6 **Junior (Under 18) Membership** is open to any individual under the age of 18. Every application for this category of membership shall be supported by a form of indemnity, signed by their parent or guardian, indemnifying the Club against all liabilities, actions, loss, damage and injury howsoever caused to or by the Member. Members under 18 may, subject to the current Byelaws, use the club's facilities but shall not be entitled to vote or be elected to Committee.
- 2.7 **Student Membership** is open to any person of 18 years of age and over receiving full time education. A Student Member shall enjoy all the rights and privileges of Full Members.
- 2.8 **Senior Family Membership** is open to a person being 65 in the Membership Year and shall enjoy all the rights and privileges of Full Members and Family Membership as described above.
- 2.9 **Senior Membership** is open to a person being 65 in the Membership Year. A Senior Member shall enjoy all the rights and privileges of Full Members.
- 2.10 **Open Water Swimming Membership** is open to any person aged 18 or over and entitles these members access to the Lake and use of the Clubhouse facilities while undertaking the activity which shall be limited to open water swimming at times and under conditions prescribed in the Club's Byelaws and under Byelaws 12, 13 and 14.



Open Water Swimming Members are not entitled to vote at any General Meeting or to be elected to the Committee.

- 2.11 **Coastal Membership** is open to any person aged 18 years and over. A Coastal Member may join the coastal dinghy cruises, navigation training courses and social events, but shall not be permitted to take part in Water Sports activities at the Lake, other than as a guest, nor invite visitors but may use all other facilities of the Club. Coastal Members are not entitled to vote at any General Meeting or to be elected to the Committee.
- 2.12 **Model Yacht Group / Junior Model Yacht Group Membership** is open to any person aged 18 and over and Junior Model Yacht Group Membership open to any person under the age of 18 years. A Model Yacht Group Member shall be entitled to sail Model Yachts at Hedgecourt but shall not be entitled to vote at any General Meeting, be elected to the Committee or sail at the club other than as a guest but may additionally join in our social events.
- 2.13 **Honorary Membership** may be conferred by the Committee at their discretion without entry fee or subscription. Honorary Membership shall lapse after the period for which it is granted. Honorary Members may use all the facilities of the Club but have no right to vote at any General Meeting or to be elected to the Committee.
- 2.14 **Social Membership** is open to former Members or persons who are recommended by current Members. A Social Member shall be entitled to join social events and use the facilities of the Club but shall not be entitled to vote at any General Meeting, be elected to the Committee or join Water Sports at the Club other than as a guest.
- 2.15 **Temporary Membership** is open to the parent(s)/guardian(s) of an Under 18 Member. It may also be granted to other individuals by order of the Committee, such as Members of another RYA recognised clubs or organisations. Temporary Members may use all the facilities at the Club but are not entitled to invite visitors, vote at any General Meeting, be elected to the Committee, or join Water Sports at the Club other than as a guest.
- 2.16 **Affiliated Membership** is open to schools, community organisations and groups at the discretion of the Committee. Members of affiliated youth groups or organisations may take part in the Club's Water Sports Programme as a group under the direct supervision of their own adult teachers or leaders. An organisation seeking Affiliate Membership shall produce to the Committee an agreed form of indemnity signed by an appropriate senior Member of that organisation indemnifying the Club against all liabilities, actions, loss, damage or injury howsoever caused to or by their Members. Affiliate Membership may also be made available to adult organisations or companies, Members of which may take part as individuals without the requirement for supervision. Members of an Affiliated Group shall be entitled to make use of the Club's facilities on conditions and at times agreed with the Committee. The leader or an approved representative of an Affiliated Group shall be entitled to one vote at a General Meeting but no Members of an Affiliated Group may be elected or co-opted to the Committee.
- 2.17 Where the type of Membership available to, or subscription payable by, an individual is related to age it will be determined by the age of the individual on the date of registration of Membership, or its renewal date.
- 2.18 The Membership year starts upon approved application until 31 December and from 01 January for subsequent renewals.



3 APPLICATION FOR MEMBERSHIP

- 3.1 To become a Member, a person shall complete the application form for Membership and pay any subscriptions or affiliation Fees that may be set by the Committee from time to time. Every Member shall provide an up-to-date address and other Membership details as required
- 3.2 The Committee may refuse applications for Membership only for good cause, such as conduct or character likely to bring the Club into disrepute. Appeals against the Committee's decision to reject an application for Membership may be passed to a sub-Committee, whose decision is final.
- 3.3 Applicants for Membership whose applications have not yet been approved shall have no rights or privileges whatsoever in relation to the use of the Club Facilities.

4 MEMBERSHIP SUBSCRIPTIONS AND FEES

- 4.1 The following Fees shall be payable by Members, as applicable in accordance with this Byelaw:
 - 4.1.1 an entry fee on joining the Club;
 - 4.1.2 an annual subscription fee in respect of their Membership; and
 - 4.1.3 a fee for those Members wishing to keep their boat, topper or kayak at a pre-allocated space in the Club's Boat Park.
- 4.2 The current Fee rates shall be on the Club's website and discounted in accordance with the membership Discount Policy.
- 4.3 All Members shall pay the applicable Fees for their first year of Membership within one calendar month of becoming a Member, and thereafter when they become due in January each year.
- 4.4 A Member whose subscription is not paid by one month after the due date therefore shall be notified by email, and in the event of non-payment by three months after the due date, the Committee may terminate the Membership.
- 4.5 No Member shall be entitled to exercise any rights or privileges of Membership three months after the due date for payment of any subscription during such time as the subscription remains outstanding.

5 EXCEPTIONS TO THE REQUIREMENT TO PAY FEES

- 5.1 Upon re-application by a person who has been a Member within the past two calendar years the Directors may, at their sole discretion, waive the usual entrance fee.
- 5.2 Any person who becomes a new Member after the first day of June in any year receives a pro-rated discount for the annual subscription fee applicable for that year.

6 MEMBERS LIABILITY AND CONDUCT

- 6.1 Members and their guests use the Club Facilities entirely at their own risk and accept that:
 - 6.1.1 the Club will not accept any liability for any damage to or loss of property belonging to Members and their guests



- 6.1.2 Members and their guests are responsible for any injury, damage or loss to the extent caused by their own actions or omissions
- 6.1.3 Members and their guests are responsible for maintaining a safe and secure environment.
- 6.2 Byelaw 11.1 shall be exhibited in a prominent place within the Clubhouse.
- 6.3 All Members are deemed to have notice of and impliedly undertake to comply with the Articles, these Byelaws, [Codes of Conduct](#) and Policies of the Club; and any refusal or neglect to do so, or any conduct unworthy of a Member or damaging to the Club, may lead to disciplinary action and the potential termination of Membership.
- 6.4 A Member shall not knowingly remove, damage or destroy any property of the Club and shall make restitution for the same if called upon to do so by the Committee or by the Membership Secretary upon the instructions of the Committee.
- 6.5 Complaints of any nature relating to Club shall be made in accordance with the [Complaints Procedure](#).

7 SAFETY

- 7.1 It is the sole responsibility of the Helm of a Craft to ensure that it is sound, suitable for the conditions and adequately equipped to take part in a particular event and the crew is sufficiently competent, experienced, physically fit and suitably clothed to take part. Nothing in notices of events, Club programmes or anywhere else, reduces this responsibility. The provision of support boats does not relieve the Helm of their responsibilities.
- 7.2 A personal buoyancy aid must be worn at all times by every person when afloat on the Lake, or on a jetty, or at any water-based event organised by the Club, except for open water swimming. Wet or dry suits are not considered to provide adequate personal buoyancy.
- 7.3 Members, particularly parents and guardians, are reminded that the Club is only able to provide support boat cover and other support facilities during the hours of Club events. Outside these hours parents and guardians have sole responsibility for their children and wards and must appreciate that the Club cannot be expected to exercise supervision or control. Even during a Club event the Club cannot accept responsibility for children, or any other person, not engaged in the event. Parents or guardians who leave their children or wards unsupervised at the Lake should make their own safety arrangements. As a guide it is suggested that, as minimum cover, a responsible person remains onshore to summon and provide help in an emergency. If kayaking in a closed kayak, then a minimum of two persons must always be afloat and in company.
- 7.4 A child under 10 years old attending a Club event, including Junior events must be accompanied by a parent or guardian or an adult nominated by them, who will be responsible for the safety and welfare of the child throughout the whole time the child is on Club premises. If appropriate, the name of the nominated person should be made known to the event organiser. It is strongly advised that children of 10 and over should not be left entirely to their own devices even during Club events.
- 7.5 When sailing with the Club as visitors to other clubs, Members shall be under the jurisdiction of the Race Officer of the host club and will comply with their instructions and the rules of that club. Their sailing instructions shall take precedence over CMYC's instructions except where they specify a lower level of safety.



- 7.6 Individuals, other than the duty crew, are not allowed in powerboats unless an instructor or powerboat helm considers it necessary in an event management and/or safety context.
- 7.7 All Members need to ensure they are familiar with and follow all site safety notices and rules. It is the responsibility of all Members to ensure we have a safe environment both on the water and all areas of the Club's premises (this includes the Clubhouse, car park, Boat Park, storage areas and CMYC estate). Members should bring to the attention of the Commodore or one of the Committee any issues they consider could pose any risks to any users of the premises, both on and off the water.

8 SECURITY

- 8.1 All Members shall be responsible for maintaining security by ensuring:
 - 8.1.1 Gates are closed and latched but not locked outside of Club events with locks reattached and locked to the related gate with codes hidden
 - 8.1.2 Clubhouse remains locked while those present are all on the water
 - 8.1.3 Gates, doors and facilities are locked when facilities are not in use.

9 DUTIES

- 9.1 The Club is entirely run by volunteers and relies on all Members giving some of their time to the Club. Each Full Member and all active sailing family Members aged 18 and over shall undertake 3 half day or 2 full day or 1 coastal duty over the year. Within a Family Membership a non-sailing Member may undertake the main Member's duties.
- 9.2 Avoidance of carrying out duties may lead to disciplinary action and termination of Membership.

10 GUESTS

- 10.1 Members must ensure that their guest(s) enter their details in the visitors book in the Clubhouse immediately on arrival and that they are made aware of and abide by these Byelaws.
- 10.2 Any Member or Members jointly wishing to hold a gathering of more than 6 adults or invite more than 6 guests at any one time shall seek permission of the Committee. The Committee may grant such permission, if appropriate, and on such terms as to Fees and rules/conditions as the Committee, at its absolute discretion, may decide.
- 10.3 No Member shall invite a particular guest (with the exception of Member's grandchildren), to participate in any Water Sports at the Lake, or other club events arranged by the Club in other locations (such as Cobnor), on more than three occasions in any calendar year. Host Members should make the presence of guests known to the on-site Event Coordinator (e.g. Race Officer) if applicable, and record their names in the visitor book in the Clubhouse.

11 CLUBHOUSE AND BOAT PARK

- 11.1 The Clubhouse facilities must be left clean and tidy by the last user and all lights and showers turned off and exterior doors and windows locked. Members shall clean any Club items used, return them to where they are stored and clear the BBQ after use.



- 11.2 Craft are stored in the Boat Park at owner's risk and no claims for damages howsoever caused will be entertained by the Club. The Club reserve the right to move Craft for purposes of efficient management of the Boat Park in the interests of all Members. Any Craft not displaying a current Membership sticker may be removed.
- 11.3 All boats, sailboards and other Craft, trolleys and trailers, parked, used or sailed at the Lake or used in any Club event shall have valid and adequate insurance cover for third party liability.
- 11.4 All Craft must display a current annual Membership sticker in a position on the Craft where it can be readily seen, even with the cover in place.
- 11.5 Members must keep their Boat Park spaces tidy at all times, including clearing leaves and vegetation cut.
- 11.6 The Club shall at all times have a lien over Members' or former Members' Craft parked on the Club's premises belonging to Members or former Members in respect of all monies due to the Club, whether for arrears of subscriptions, Boat Park or other Fees. Where a Member is in arrears with the payment of monies owed to the Club by at least six months, the Club may in any event take possession of the Member's Craft.
- 11.7 All Craft kept in the Boat Park shall be securely tied down to ground anchors of a suitable type. Anchorage points must be protected and not cause a hazard to free movement in the park. Craft must not be secured to the boat space number post. Trees must not be used for anchoring to, nor for leaning boats, masts, boards or trailers against. These actions are also against the planning policy of Tandridge District Council.
- 11.8 Craft may be stored in their allotted space on a trailer and/or trolley. Otherwise, trailers and trolleys must be removed. While Craft are being used, trailers and trolleys must not obstruct the launching and rigging area nor prevent access to the slipways, jetties or Clubhouse.
- 11.9 In designated areas, more than one boat may be stored in each boat space, provided it does not extend into the access lanes or into adjacent spaces or cause any inconvenience to the tenants of those spaces.

12 USE OF HEDGECOURT LAKE

- 12.1 The Lake is not to be used before sunrise or later than 30 minutes after sunset. Care should be taken to avoid unnecessary noise or disturbance to local residents.
- 12.2 Use of the Lake is limited to designated Craft (sailing dinghies, sailboards, canoes, kayaks, paddleboards rowing dinghies and model yachts). Except in case of an emergency the use of the Lake by any Craft is prohibited during open water swimming sessions.
- 12.3 Swimming (except for designated open water swimming sessions), paddling, the use of inflatable floats, use of motorboats or outboard/inboard engines/motors, is prohibited except in an emergency, or as authorised by the Committee.
- 12.4 The 1972 International Regulations for the Prevention of Collision at Sea (I.R.P.C.S) shall apply to navigation on the Lake. When cruising and racing craft are in conflict the I.R.P.C.S shall take precedence.
- 12.5 All Craft used on the Lake and propelled by oars or paddles shall, for the purpose of applying the Collision Regulations, be rated as power driven craft. All such craft are



required to keep well outside of the boundaries of the racing course, or courses, whilst racing is in progress.

- 12.6 The Sailing Sub-Committee may appoint any Member to act as Duty Officer or Race Officer and Members so appointed have the authority to control the activities of Members present and if considered advisable to suspend non racing activity whilst racing is taking place.
- 12.7 Craft may only be launched from the jetties and slipways near to the Clubhouse and may not land on any of the private land surrounding the Lake. During Open Water Swimming sessions, canoeists, kayakers and paddleboarders must NOT launch or recover from the right-hand jetty.
- 12.8 Mill Lane at the far end of the Lake (from the Clubhouse) has a restricted area set aside for bank fishing, which is indicated by white marks/buoys laid a few yards/metres from the shore. Sailing dinghies must not go beyond this area due to shallow water. Kayakers and paddleboarders may only enter this area with caution when no fishing is taking place.
- 12.9 The area occupying the south west corner of the Lake, marked by white buoys, is out of bounds to sailing dinghies and open water swimmers due to shallow water. Kayakers and paddleboarders may only enter this area with caution, especially during the bird nesting season from March to July. This area contains rafts for breeding Terns. Warning: Terns may attack during breeding season when in close proximity.
- 12.10 The Lake is home to many different species of wildlife. Avoid approaching wildlife too closely; give them space to shelter, find food and rear their young. Keep wildlife wild by never feeding or touching wild animals. When passing by wildlife, do so parallel to them rather than head-on, as this can be less stressful for the animals.

13 USE OF THE CMYC ESTATE

- 13.1 All vehicles must restrict their speed to 10 mph on the access road and 5 mph in the car park and only park in the designated parking areas. Except on non- event days vehicles may not be taken into the Boat Park or launching areas unless permission has been given by the person responsible for running the event.
- 13.2 The charging of electric vehicles is not permitted at the Club.
- 13.3 No memorial shall be erected or plaque placed on the CMYC estate or property.
- 13.4 No unauthorised fires are allowed nor any activity that could affect water quality or involve damage to the environment, vegetation or wildlife.
- 13.5 Animals shall be kept under control and on a lead at all times.
- 13.6 Except for authorised use, all portable or other music systems are banned from being used at the Club's premises. Car radios may be used by the occupants but must not create a nuisance or annoy other persons.
- 13.7 Personally owned items may not be stored in the loft, garages or containers.
- 13.8 We ask that you take your rubbish and recycling home with you. As members we are custodians of Hedgecourt Lake and a Site of Special Scientific Interest (SSSI). The Club is committed to the protecting the environment and sustainable boating (see [RYA Green Blue Pledge](#)). We encourage our members to take the pledge and manage their



waste responsibly. The Club cannot be responsible for members waste and Tandridge District Council does not collect rubbish or recycling from the Club.

14 OPEN WATER SWIMMING

- 14.1 Open Water swimmers:
 - 14.1.1 must accept that they swim at their own risk;
 - 14.1.2 must evaluate the prevailing water and weather conditions and make their own decision about suitability for swimming;
 - 14.1.3 must be accompanied by a swimming buddy in the water at all times; and
 - 14.1.4 must wear a high visibility swimming cap at all times.
- 14.2 A child under the age of 18 may take part in Open Water Swimming sessions if accompanied by a parent or guardian who themselves are swimming with a buddy aged 18 or over.
- 14.3 Designated times for Open Water Swimming are:
 - Weekday mornings to 09:30
 - Weekend mornings to 09:00
 - Thursday evenings from 17:30
- 14.4 Open water swimmers may only enter and exit the Lake by climbing in and out using the ladder at the end of the right-hand jetty.
- 14.5 Open Water Swimming is only permitted around the course laid out and marked with yellow buoys and all swimmers must swim in a clockwise direction around the course.

15 CLASS OF BOATS

- 15.1 If there are six or more boats of the same class in the Club, the owner Members of those boats may apply to the Sailing Sub-Committee for the class to be adopted by the Club. A Class Captain should be elected to represent the owner Members on sailing matters affecting that class. The continuation of adopted status of a class shall be reviewed annually by the Sailing Sub-Committee.

16 PERMIT HOLDERS AND AFFILIATED GROUPS

- 16.1 Permit Holders (such as holders of a Fishing ticket) and Affiliated Groups shall accept the authority of Club Officials and show their permits on request. Use of the Lake shall be limited to the days and times stated on the permit and to the use of permitted Craft.

17 FISHING

- 17.1 All fishing at the Lake is under the control of East Grinstead Angling Society (EGAS) and is not allowed at the Lake between 15 March and 15 June inclusive.
- 17.2 Full Members may fish by first obtaining a Fishing ticket, accompanying Fishing Authorisation letter showing the Full Member's name and address from the Club's Fishing Bailiff and a valid rod fishing license.



17.3 Full Members must be able to show the Fishing ticket, Fishing Authorisation letter and the rod fishing licence together with a photo identification (e.g. drivers' licence) to an authorised Member of EGAS on request.

18 DISCIPLINARY ACTION AND TERMINATION OF MEMBERSHIP

18.1 A Member wishing to terminate, resign or cancel their Membership shall give notice in writing to the Membership Secretary. A Member who resigns, cancels or has their Membership terminated, shall not be entitled to have any part of their Fees refunded, unless within 14 days of receipt of payment.

18.2 A person's Membership terminates when that person dies or in the case of Affiliated Membership, ceases to exist.

18.3 The Membership Secretary may terminate, without notice being given, the Membership of any Member whose Fees are more than three months in arrears (in whole or in part). The Membership Secretary may re-instate any such Member upon payment of arrears. No Member whose Fees are in arrears (in whole or in part) may enter any Club event or (if applicable) vote at any General Meeting.

18.4 Appeal against termination of Membership may be made by submitting a written notice to the Secretary, who shall, upon receipt of such a notice, include the appeal on the agenda for the Committee meeting.

18.5 Any Member's refusal or neglect to comply with these Byelaws, or any conduct unworthy of a Member or damaging to the Club, may lead to disciplinary action and the potential termination of Membership.

18.6 If the Committee considers that a Member may be liable to termination due to a breach of these Byelaws, the Secretary shall send the Member a notice specifying the breach or conduct of concern and informing them of the date when the Committee will next consider the matter. The Member shall be invited either to explain such conduct at such meeting, or to elect before such date to do so at a General Meeting, or to resign.

18.7 If such Member elects to explain at a General Meeting, the Secretary shall send a notice to Members convening the meeting together with a written representation from the Member.

18.8 If such Member neither resigns nor offers any explanation satisfactory to the Committee, nor elects to explain at a General Meeting, the Committee may on or after such date, resolve that Membership be terminated. Such a resolution requires the votes of three-quarters of Members of the Committee present and voting thereon. Voting shall be by secret ballot. Appeal against such a decision may be made to the Club's Members in accordance with Byelaw 7.4.

18.9 Appeal against termination may be made to the Members in General Meeting. At such meeting the Members present may by a majority vote resolve that such Membership be terminated. Voting on such resolution shall be by secret ballot. Upon due passing of a resolution to terminate, such Member shall cease to be a Member of the Club and shall accept the decision of the Committee or Members so expressed as final.

18.10 Instructors (or any person to whom the Committee shall delegate this power) may temporarily suspend or exclude a Member from training sessions, racing and/or wider Club activities, if they consider in their sole discretion that such action is in the best interests of the Club.



- 18.11 Upon termination the former Member shall immediately return any Club property or external body's trophy or trophies held forthwith and remove any personal craft.
- 18.12 Upon termination of a Member by the Committee, the Committee may dispose of the former Member's boat and/or trailer in accordance with Byelaw 20.

19 ABANDONED CRAFT & PERSONAL ITEMS

- 19.1 Any clothing or other personal items will be removed and may be stored in the changing rooms and if not claimed within one month may be disposed of.
- 19.2 If at any time a Member (or former Member) owes money to the Club, whether for Fees, Boat Park space, or any other charges and these are 3 months or more overdue, and/or their Craft remains on Club premises for more than one month after they have been given notice to remove it, they must remove the Craft immediately. If they fail to do so, the Committee may:
 - 19.2.1 Move the Craft to any part of the Club premises without being liable for any loss or damage to the Craft howsoever caused;
 - 19.2.2 Give a final 1 months' notice in writing by registered post to the Member (or former Member) at their last known address as shown in the Club Register. Thereafter, at the Club's discretion, take ownership of the Craft for use by the Club or sell the Craft and deduct any monies due to the Club from the net proceeds of sale before accounting for the balance (if any) to the Member (or former Member).
 - 19.2.3 Alternatively, if the Craft is unsaleable, after giving notice in writing as above, dispose of the Craft in any manner the Committee may think fit and deem the cost of doing so and any arrears to be a debt owing to the Club by the Member (or former Member).
 - 19.2.4 The Club reserves the right to charge storage for the Craft until such time as the owner collects the Craft or until the Craft is sold or the Club takes ownership of the Craft.
- 19.3 Provided that proper evidence is available to show that all reasonable steps have been taken to trace a Member or former Member and that, when and if the Craft is sold, if the Club is unable to account to the Member or former Member for the balance of the proceeds of sale, then the balance of the proceeds of sale shall be placed in a bank deposit account and retained against the eventuality of a claim by the owner (whether s/he be the said Member or former Member or otherwise) for a period of six years.

20 BYELAWS

- 20.1 These Byelaws may be amended by the Committee from time to time. All amendments to be notified to the Members.

21 ACKNOWLEDGEMENT

- 21.1 The Members acknowledge that these Byelaws constitute a legally binding contract to regulate the relationship of the Members with each other and the Club.