

BYLAWS
of
LANTAU BOAT CLUB

Draft of 8 Feb 2012

(Changes from previous version are indicated by underlining.)

1. General

- 1.1 Lantau Boat Club is a company limited by guarantee established under the Companies Ordinance (Chapter 32) of the Hong Kong Special Administrative Region of the People's Republic of China according to the Memorandum of Association and Articles of Association of Lantau Boat Club Limited. The Club is formed with the object of encouraging, facilitating, providing for, and promoting non-powered water sports from Lantau Island.
- 1.2 The Club is regulated by the Memorandum of Association and Articles of Association as approved under the Companies Ordinance and by these Bylaws as enacted by the Members of the Club in General Meeting. The Articles along with these Bylaws form the Rules of the Club, which the General Committee is charged with enforcing.
- 1.3 All Members agree to abide by the Rules of the Club when they join Lantau Boat Club.

2. Membership

- 2.1 As specified in the Articles of Association, the Club has the following categories of membership: Full Member, Overseas Member, Honorary Member, Spouse/Partner Member, Junior Member.
 - (a) A Full Member who relocates away from Hong Kong may apply to the General Committee to become an Overseas Member. An Overseas Member shall pay one half of the annual membership fee. Overseas Members shall be entitled to be reinstated as Full Members at any time by paying the remainder of the annual membership fee for a Full Member. Overseas Members have the right to use Club facilities but not to keep a boat on Club premises.
 - (b) Honorary Members pay no membership fees.
 - (c) The spouse or partner of a Full Member may become a Spouse/Partner Member by registering with the Club. Spouse/Partner members shall pay one half of the entrance fee paid by a Full Member and one half of the annual membership fee.
 - (d) Full Members' children less than 18 years of age may become Junior Members by having their parents register them with the Club. If the spouse of a Full Member is a Spouse/Partner Member, then membership fees for Junior Members from the same household shall be waived. If the spouse of a Full Member is not a Spouse/Partner Member, then the entrance fee and annual membership fees for the first Junior Member from Full Member's household shall be the same as those for a Spouse/Partner Member, and the fees for other Junior Members shall be waived.
- 2.2 New members shall be admitted to the Club through the following procedure:

- (a) Applicants for membership shall complete a membership form obtained from the Secretary.
 - (b) Applicants shall be nominated by two Full Members of the Club who must personally know the applicant.
 - (c) Applicants may be asked to attend an interview with the General Committee or a Membership Subcommittee designated by the General Committee.
 - (d) Applications for membership shall be accepted by vote of at least three fourths majority of the General Committee or its designated Membership Subcommittee. The quorum for votes on membership applications shall be four committee members.
 - (e) Upon acceptance of an application for membership, the applicant shall pay the relevant entrance fee and subscription fee.
- 2.3 On joining the Club, a member pays an entrance fee equal to one year's fee for the relevant membership category.
- 2.4 Membership coincides with the Club's financial year, beginning on 1 April each year and expiring on March 31.
- 2.5 Membership fees may be prorated quarterly, so that new members joining after the end of the third month of the membership year may have a 25% discount, after the end of sixth month 50% discount, and after the end of the ninth month 75% discount. This discount does not apply to the entrance fee, which must be paid in full.
- 2.6 Any member who has not renewed membership by 1 April shall be suspended from membership until the annual subscription fee has been paid along with a penalty equal to the entrance fee for the relevant category of membership. Any boat or equipment left by a suspended member on Club premises is liable to be removed and the proceeds of any sale applied toward the suspended member's parking and removal fees.
- 2.7 The Club Secretary is required by the Hong Kong Companies Ordinance to keep a register of members, including members' mailing addresses. Members must inform the Secretary of any changes to their contact details within two weeks of any change.
- 2.8 Membership in the Club is at the discretion of the Members of the Club in General Meeting. Membership may be revoked for misconduct or conduct contrary to the purposes of the Club by the procedures specified in Article 7 of the Club's Articles of Association.
- 2.9 Membership fees, including entrance fees and annual subscription fees, shall be set by the Club in General Meeting from time to time and posted on the Club's internet site.
- 2.10 The Club will normally remind all members in March of each year to pay annual fees for the coming year. However, it is the responsibility of the individual member to pay annual fees before the end of the membership year, whether or not the member has received notice from the Club.

3. Watercraft Parking

- 3.1 All watercraft parking and equipment storage on Club premises are at the discretion of the General Committee. No watercraft may be stored on Club premises without the prior approval of the General Committee.

- (a) All watercraft parked on Club premises must carry identifying marks in the form of an official Club sticker.
 - (b) All watercraft 4.2m or longer stored at and operated from Club premises must be insured for damage and third-party liability through the Club's group insurance policy.
 - (c) Any member or prospective member requesting to store watercraft on Club premises, whether or not to replace a watercraft already stored at the Club, must first notify the Commodore and Secretary, who will submit the request to the General Committee for approval.
 - (d) The Secretary shall keep records of all watercraft occupying paid spaces on Club premises, along with the owners and insurance status of the watercraft.
 - (e) If all spaces at the Club are occupied, the General Committee shall approve a member's request to bring a new boat onto Club premises directly, without first waiting for an open space, only if the member at the same time removes a similar watercraft already stored at the Club, thus leaving the total number of occupied spaces unchanged.
 - (f) In all other cases, if all spaces at the Club are occupied, the General Committee shall allocate parking spaces as they become available according to a waiting list of members and prospective members who have applied to store boats at the Club. The Secretary shall maintain this waiting list and make it available for public inspection on request.
 - (g) Permission will normally be granted for temporary storage of boats owned by visitors from outside the club for the purpose of participating in Club events, such as regattas.
- 3.2 Full Members of the Club may apply each year for permission to park catamarans, dinghies, kayaks, canoes, or other small non-powered watercraft on Tai Pak beach within the bounds of the Club premises upon payment of an annual parking fee.
- (a) Permission to park watercraft on Club premises will normally be extended each year, upon payment of annual parking fees, provided that, in the judgment of the General Committee, two conditions are satisfied: (i) the watercraft is maintained in safe, seaworthy condition, and (ii) there is clear evidence that the watercraft is used regularly (such evidence includes but is not limited to participation in Club events).
 - (b) If a watercraft is not maintained in safe, seaworthy condition, or if there is no evidence that the watercraft is used regularly, the General Committee may deny permission to continue parking the watercraft on Club premises and may instruct the owner to remove the watercraft within 30 days. If the owner does not remove the watercraft within the time specified, the General Committee reserves the right to have the watercraft removed, and neither the Committee nor LBC shall be liable for any damage to or loss of the watercraft.
 - (c) Parking fees shall be set by the members in General Meeting for catamarans and dinghies 4.2m and longer, for canoes and kayaks, for dinghies less than 4.2m in length, and for any other watercraft owned by members and stored on LBC premises.

- (d) Any watercraft for which parking fees have not been paid will be removed from Club premises by the General Committee after 30 days. The owner will be liable for the cost of removal, or the watercraft may be sold and the proceeds used to pay any outstanding fees. The General Committee and LBC shall not be liable for any damage to or loss of the watercraft.
 - (e) Only Full Members may park watercraft on Club premises. Any watercraft stored on Club premises that is not owned by a Full Member is liable to be removed at the owner's expense. The General Committee and LBC shall not be liable for any damage to or loss of the watercraft.
 - (f) All owners of watercraft parked at the Club agree to remove their watercraft if so instructed by the General Committee for reasons specified in these Bylaws. Owners who are instructed to remove their watercraft yet fail to do so agree, as part of their watercraft parking arrangement with the Club, that the Committee may arrange to dispose of the watercraft as it sees fit, and that the Committee and LBC shall not be liable for damage to or loss of the watercraft and will not compensate the owner for the watercraft.
- 3.3 The Club shall provide a minimum of 70 parking spaces for member-owned catamarans and dinghies, subject to the provisions of its lease with Hong Kong Resort Company Ltd.
- (a) Members occupying catamaran or dinghy parking spaces may store, free of charge, a canoe, kayak, sailboard, or other small craft under their catamaran or dinghy.
 - (b) The location of a member's parking space on Club premises is at the discretion of the General Committee. Boats that are infrequently used may be moved to less convenient locations, such as the back row of the boat park. Members wishing to change their parking space should consult the Beachmaster or Commodore.
- 3.4 The Club shall provide a storage area for paid storage of members' canoes and kayaks.
- 3.5 The Club shall provide space to park a reasonable number of outrigger canoes and rowing boats for the use of members of the subsidiary clubs devoted to outrigger canoeing and rowing.
- 3.6 If all parking spaces are occupied, the Secretary shall maintain a waiting list of members or prospective members intending to bring boats into the Club. Separate lists shall be maintained for catamaran/dinghy spaces and paid kayak or outrigger canoe spaces. As spaces become available, they shall be offered to those on the waiting list on a first-come, first-served basis.
- (a) Once offered, a space must be used within three months or else it passes to the next person on the waiting list.
 - (b) Prospective members offered a space must first be admitted to the Club before using the space.
 - (c) Members and prospective members shall be placed on the waiting list as of the date they notify the Secretary of their intention to bring a boat into the Club and request to be placed on the list.
 - (d) The waiting list shall be available to members for their inspection upon request.

- 3.7 Owners must maintain all watercraft and equipment stored on Club premises in safe, serviceable condition and the area on and around their watercraft clean, tidy, and free of accumulated water.
- (a) Any watercraft not in safe, serviceable condition is liable to be removed from Club premises by the General Committee, which will not be held liable for any damage to or loss of the watercraft.
 - (b) To prevent mosquito-borne disease, owners must ensure that the cover on their watercraft does not collect water. Any new or replacement boat cover must be made of water permeable cloth. Any cover that does collect water must have drain holes. Any cover that repeatedly collects water may be removed by the General Committee.
 - (c) To prevent mosquito-borne disease, owners shall not rest their watercraft on tyres. Only solid blocks may be used.
- 3.8 Any member who sells a watercraft stored on Club premises must inform the Commodore and Secretary immediately and provide the name and contact details of the new owner for the Club registration and insurance records.
- (a) Only Club members may store watercraft on Club premises. Purchasers of watercraft stored on Club premises must apply for admission as members before receiving permission to continue storing the watercraft at the Club.
 - (b) Any member selling watercraft stored on Club premises shall inform prospective buyers that Club membership is a prerequisite for permission to continue storing the watercraft at the Club.
 - (c) Membership and parking privileges are at the discretion of LBC and do not follow automatically with the purchase of a boat.
 - (d) Purchasers of watercraft stored on Club premises must immediately contact the Secretary to purchase insurance for the watercraft through the Club's group policy. The newly purchased watercraft may not be operated from Club premises until it is insured under the new owner's name.
- 3.9 The Club will not be held liable for damage to or loss of any member's watercraft or equipment stored on Club premises, for damage to or loss of members' or guests' personal effects while on Club premises, or for injury to members or guests using Club facilities.
- 3.10 Watercraft parking fees shall be set by the Club in General Meeting from time to time and posted on the Club's internet site.

4. Regulations Governing Use of Club Premises

- 4.1 Club premises at Tai Pak beach in Discovery Bay are leased from Hong Kong Resort Company Ltd., who by written agreement have delegated to the Club's General Committee the management of parking and storage of watercraft and equipment at the Club's location.
- (a) Club members should note that under the terms of the Club's lease with Hong Kong Resort Company Ltd., the Club does not have exclusive rights to the area of Tai Pak beach occupied by the Club. The public has right of access to Club premises and passersby may move through or temporarily use the premises.

- (b) Members are responsible for ensuring that their equipment is secure and will not injure persons or damage property because it is left unsecured or in unsafe condition.
- 4.2 Club members are permitted to use Club premises, including the clubhouse, while their membership is valid, provided that Club facilities shall be used only for activities connected with water sports and specifically the objects of the Club as stated in its Memorandum of Association.
- (a) Other activities, such as private parties, are not permitted.
 - (b) The Club barbeque is for use at Club functions or events only. The gas bottle is stored in the main hut and must be returned after use. Users of the barbeque are responsible for cleaning it after each use. If the gas bottle is empty, inform the Beachmaster or another General Committee member so that a refill can be ordered.
 - (c) Club members or subsidiary clubs who wish to use club facilities, including the clubhouse and the barbeque, for club events shall book the facilities in advance with the Secretary.
- 4.3 The Club facilities border on residential property. Club members and guests using the facilities shall minimize disturbance to the Club's neighbours, particularly noise disturbance. The club sound system is not to be used after 22:00 on Fridays, Saturdays, and public holidays or after 20:00 on all other days.
- 4.4 The door codes to the Clubhouse and sail hut will be disseminated to members. Members shall not divulge the codes to non-members.
- 4.5 The Clubhouse and sail hut are to be kept clean and tidy. Items left in the sail hut must be labelled with a sail number or owner's name. Unlabelled items may be removed by the General Committee at the owner's expense.
- (a) Members' personal belongings shall not be left in the clubhouse and the Club will not be held liable for damage or loss of items left in the clubhouse or elsewhere on Club premises.

5. Guests and Visitors

- 5.1 Members are permitted to bring guests while using Club facilities. Guests are to be accompanied by a member at all times.
- 5.2 Guests of members may use Club facilities a maximum of three times in one membership year (April 1 – March 31) before being required to apply for membership themselves.
- 5.3 Visitors who come to the Club to participate in Club-organized events are welcome to use Club facilities.

6. Safety

- 6.1 In joining the Club and using Club premises or facilities, all members and their guests acknowledge that water sports carry an inherent risk, that any decision to engage in water sports is their decision and theirs alone, and that they accept responsibility for any damage or injury incurred while engaging in water sports from, on, in the vicinity

of Club premises. The Club will not be held liable for any damage or injury incurred by members or their guests.

- 6.2 Members are responsible for familiarising themselves with and carrying out relevant safety guidelines and practices. Members are responsible for the safety of their guests.
- 6.3 Junior Members shall use Club facilities and boats kept at the Club only under the supervision of a Full Member.
- 6.4 Members and their guests shall use only boats and equipment for which they have received appropriate training or under the supervision of other members or guests who have received appropriate training.
- 6.5 All members and their guests using Club facilities or premises must be able to swim 50 meters unaided if they engage in water sports.
- 6.6 All boat sailors, kite surfers, and windsurfers must wear lifejackets or buoyancy aids while engaging in water sports. It is strongly advised that all canoe and kayak occupants also wear lifejackets or buoyancy aids.
- 6.7 While engaging in water sports, all members and their guests must dress appropriately for prevailing conditions, taking protective measures with regard to sun, wind, and air and water temperature.
- 6.8 All boat sailors, kite surfers, and board sailors are strongly advised to carry an appropriate marine knife on their person while engaging in water sports.
- 6.9 All members are strongly advised to carry a mobile telephone on their person in a waterproof pouch while engaging in water sports. The telephone should have the numbers of the Club's safety boat operator and the Marine Police stored. These numbers can be obtained from the Club website or from the Secretary or other Club officers.
- 6.10 All members are strongly advised to let someone on land know when they are participating in water sports, to indicate to that person their destination while on the water, and to inform that person as soon as they make landfall, whether at Discovery Bay or elsewhere.
- 6.11 All members are strongly advised to check the weather forecast at the Hong Kong Observatory before setting out to engage in water sports. In particular, members should check for tropical storm or thunderstorm warnings.
- 6.12 Members shall not participate in water sports when Typhoon Signal 3 warnings or higher are in effect. Individual boat insurance and the Club liability insurance is invalidated when the Typhoon Signal 3 or above is hoisted. Participating in water sports while uninsured is a violation of Hong Kong Marine Ordinances.
- 6.13 Members are strongly advised not to participate in water sports during thunderstorms and/or when thunderstorm warnings are in effect.

7. Water Sports Regulations

- 7.1 All Club-organized races and competitions will be conducted using the current Racing Rules of Sailing and/or any other relevant rules set by class or type governing bodies.
- 7.2 All Club members are to observe the relevant Hong Kong Maritime Ordinances including the Speed Restricted Zone rules for Discovery Bay as promulgated by

Regulation 19 of the Shipping and Port Control Regulations Ordinance (Cap 313a). Details are indicate on Hong Kong Marine Department charts and the Club website.

- 7.3 All boats based at and operating from the Club must be insured through the Club's insurance policy. All visiting boats engaging in Club-organized competitions or events must be insured, the insurance certificate being forwarded to the General Committee for inspection on request.