

BYLAWS OF LANTAU BOAT CLUB LIMITED

Effective 6th August 2020

1. LEGAL

- (a) Lantau Boat Club is a company limited by guarantee, incorporated under the Companies Ordinance (Chapter 622) of Hong Kong. Its objective is to encourage, facilitate, provide for, and promote non-powered water sports from Lantau Island. The Club is governed by its Articles of Association and by these Bylaws, which together form the Rules of the Club. Upon dissolution of the Club each Full Member undertakes to contribute HK\$1 towards settlement of the Club's liabilities. In any conflict between the Club's Articles of Association and these Bylaws, the Articles of Association take precedence. Members, committees and working parties of the Club are required to comply with the Rules of the Club.
- (b) These Bylaws were enacted under Article 11.8 of the Articles of Association and are binding on all Members.

2. MEMBERSHIP

- (a) The Club has the following membership categories:
 - (i) Full Member: A full member shall pay a joining fee and annual membership fee and shall have the right to vote in Members' Meetings.
 - (ii) Overseas Member: An Overseas Member shall pay one half of the annual membership fee of a Full Member. An Overseas Member can be reinstated as a Full Member at any time by paying the balance of the annual membership fee for a Full Member. An Overseas Member may use the Club's facilities, but may not keep a boat on Club premises. An Overseas Member shall not have the right to vote in Members' Meetings.
 - (iii) Honorary Member: An Honorary member pays no membership fees and shall not have the right to vote in Members' Meetings.
 - (iv) Spouse/Partner Member: 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 joining fee and one half of the annual membership fee payable by a Full Member. A Spouse/Partner Member shall not have the right to vote in Members' Meetings.
 - (v) A Full Member's child less than 18 years of age may become a Junior Member by having a parent 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 or partner of a Full Member is not a Spouse/Partner Member, then the joining fee and annual membership fee for the first Junior Member from the Full Member's household shall be the same as those for a Spouse/Partner Member and the fees for other Junior Members of the same household shall be waived. A Junior Member shall not have the right to vote in Members' Meetings.
- (b) The Club is required by the 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 the change.
- (c) Membership in the Club is at the discretion of the Members of the Club in a Members' Meeting. Membership may be revoked by the procedures specified in Article 7 of the Articles of Association.

3. APPLICATION FOR MEMBERSHIP

New members shall be admitted to the Club through the following procedure:

- (a) An applicant for membership shall complete a membership application form obtained from the Secretary.
- (b) An applicant must 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 Committee.

- (d) Approval of an application for membership requires a vote of at least 75% of the General Committee, or a Membership Committee.
- (e) Upon confirmation of acceptance of an application for membership, the applicant must pay the relevant joining fee, membership and any other relevant fees before becoming a Member and entitled to use of the Club's facilities.

4. MEMBERSHIP FEES

- (a) Membership fees, including joining fees, annual membership fees and administration fees are set by the Club in a Member's Meeting. The 'administration fee' to be payable by all Full & Overseas members.
- (b) The membership period coincides with the Club's financial year, beginning on 1st April and expiring on the following 31st March.
- (c) 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. The Joining fee must be paid in full.

5. MEMBERSHIP RENEWAL AND LATE PAYMENT FEE

- (a) The club will normally remind all members by early March to pay membership fees for the coming year, however, it is the responsibility of each Member to pay their membership fees before 15th March, irrespective of whether the Member has received notice from the Club.
- (b) A member who has not renewed membership by 15th March shall have their membership suspended with effect from the 1st April (i.e. their current membership would continue unaffected until the 31st March). The suspension would be lifted once the annual membership fee has been paid together with a penalty equal to the joining fee for the relevant category of membership. Any boat or equipment on Club premises owned by a suspended member is liable to be removed and the proceeds of its sale applied toward the suspended member's watercraft parking fee and removal costs.
- (c) The annual membership renewal invoice issued to each member represents the full amount required to be paid by the member before they can be considered as having fulfilled the renewal criteria as per section 5(b). In other words, failure to pay the invoice in full will mean that the membership will be suspended.
- (d) For any invoice other than Annual Membership Renewal, the Club is entitled to charge a 'late payment fee' to any member that fails to pay an invoice by the invoice due date. The General Committee is responsible for setting the level of the fee which will be reviewed regularly. The 'late payment fee' will be applied only once per invoice issued. Invoices which remain unpaid for more than 30 days from issuance, in addition to having a late payment fee levied, will be raised to the attention of the General Committee and the Section Chair. The General Committee and/or Section Chair will decide on appropriate action and follow up with the Member.

6. WATERCRAFT PARKING

- (a) Watercraft parking and equipment storage on Club premises is at the discretion of the General Committee and no watercraft may be stored on Club premises without the prior approval of the General Committee.
- (b) Full Members may park watercraft on Club premises. Any watercraft on Club premises that is not wholly owned by a Full Member, or Full Members, is liable to be removed at the owner(s) expense.
- (c) The General Committee and the Club shall not be liable for any damage to or loss of watercraft while on Club premises.
- (d) Watercraft parked on Club premises must carry identification in the form of an official Club sticker.

- (e) The Secretary shall keep records of all watercraft occupying paid spaces on Club premises, along with the owners and insurance status of the watercraft.
- (f) Any Full Member or prospective full member requesting to store watercraft on Club premises, whether or not to replace another watercraft, must first notify the Secretary, who will submit the request to the General Committee for approval. Requests for storage of kayaks surf skis, stand-up paddle boards, windsurf boards or small canoes (one/two/three seater) will be passed to the Paddling Committee by the Secretary for their consideration.
- (g) 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 without first waiting for an open space, only if the member simultaneously removes a similar watercraft already parked at the Club, thus leaving the total number of occupied spaces unchanged.
- (h) If all parking spaces are occupied, the Secretary shall maintain a chronological waiting list of Members and prospective members who have submitted written applications to bring a catamaran or dinghy to the Club. The Paddling Committee shall keep and administer a separate waiting list for kayak, small canoe or similar small craft spaces. Members and prospective members must pay a deposit fee as detailed in the Club Schedule of Fees to maintain their place on the respective waiting list. The allocation of available parking spaces shall be made according to the following order, and then by chronological order:-
- 1) Existing LBC member who is a resident of Discovery Bay,
 - 2) Existing LBC member who resides outside of Discovery Bay,
 - 3) Prospective LBC member who is a resident of Discovery Bay,
 - 4) Prospective LBC member who resides outside of Discovery Bay.
- Prospective members offered a space must apply to become full members once a space is offered. A member must show commitment (proof of purchase etc) to occupy the available space within 30 days of the space being offered. In all cases the space must be occupied within three months or else it shall be offered to the next person on the waiting list and the deposit will be forfeited. Waiting lists shall be available for inspection by Members and prospective members upon request.
- (i) 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.
- (j) Permission for Members to park a catamaran, dinghy, kayak, canoe, or other small non-powered watercraft within the Club premises is contingent upon:
- (i) payment of an annual sailboat/general fee and
 - (ii) maintenance of the watercraft in safe, seaworthy condition and the area on and around their watercraft clean, tidy, and free of accumulated water and litter and
 - (iii) clear evidence that the watercraft is used regularly (such evidence shall include but is not limited to participation in Club events).

If a watercraft does not comply with the foregoing conditions, the General Committee may withdraw permission to park it on Club premises and may require the owner(s) to remove it within a specified period of not less than 30 days. If the watercraft is not removed within the period specified the General Committee reserves the right to dispose of the watercraft as it sees fit and the General Committee and the Club shall not be liable to compensate the owner(s) for damage to or loss of the watercraft.

- (k) Sailboat/general fees for privately owned catamarans and dinghies stored on Club premises (the income of which is allocated to Sailing Section), shall be determined in the Sailing Section Annual Meeting. Rack fees for canoes, kayaks, stand up paddle boards, surfskis, outriggers and other small privately-owned watercraft (the income of which is allocated to Paddling Section,

the racks being managed by the Paddling Section) shall be determined in the Paddling Section Annual Meeting. All Member-owned boats and craft taking up a parking space of the same, or similar, size shall pay the same annual fee.

- (l) The Club shall provide parking spaces for member-owned catamarans and dinghies, subject to the provisions of its lease with Hong Kong Resort Company Ltd. and an area for storage of members' canoes, surf skis, stand-up paddle boards, windsurf boards and kayaks.
- (m) A Member occupying a catamaran or dinghy parking space may store, free of charge, one canoe, kayak, sailboard, or other small craft, and a sail/storage box under their catamaran or dinghy. Any craft or boxes stored as such must carry identification in the form of an official Club sticker, bearing the sail number of the catamaran/dinghy under which they are stored. Sail boxes must be kept within the area of a Member's parking space. For the avoidance of any doubt, a Member's parking space area is defined as that area bound by the perimeter of the catamaran, or as directed by the Beachmaster.
- (n) The location of a Member's parking space is at the discretion of the General Committee. A boat that is infrequently used may be moved to a less convenient location. Members wishing to change their parking space should consult the Beachmaster.
- (o) Subject to the decision of the General Committee, space shall be provided for club-owned sailing boats, outrigger canoes, rowing boats and kayaks.
- (q) To counter mosquito breeding the cover on a watercraft must be made of water permeable material and the watercraft shall not be stored on motor tires. A cover that collects water must have drain holes. A cover that collects water may be removed and disposed of by the General Committee.
- (r) A Member who sells a watercraft that is stored on Club premises must immediately inform the Beachmaster and provide the name and contact details of the new owner for the Club registration and insurance records.
- (s) Any Member selling a watercraft stored on Club premises must inform prospective buyers that Club membership is a prerequisite for continued use of the existing parking space to store the watercraft at the Club. Membership and permission to park a watercraft are at the discretion of the General Committee and do not follow automatically with the purchase of a boat.
- (t) Purchasers of sailboats stored on Club premises must immediately contact the Treasurer to purchase insurance for the watercraft through the Club's insurance policy. A newly purchased watercraft may not be operated from Club premises until it is insured in the new owner's name.
- (u) 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.
- (v) An owner of a small water craft stored on the club's boat storage racks is required to sign a storage rack/rental agreement, including an undertaking to indemnify the club, its officers, members, employees, contractors or sponsors in respect of any liability that may arise from the storage, or use of the watercraft.

7. INSURANCE

- (a) All Member owned, and all club owned watercraft stored at and operated from Club premises

must be insured for loss, damage and third-party liability through the Club's insurance policies, with exception of small private watercraft (kayaks, surf-skis, outriggers, stand up paddle boards, windsurf boards, canoes, dinghies etc). The owners of these small personal watercraft are responsible for their own Third Party/Personal Liability or Hull insurance. It is the strong recommendation of the LBC that owners of any small personal watercraft do obtain suitable insurance cover. Members are advised to seek professional advice in arranging any insurance.

Under the club's policies e.g. for multi-hull craft, insurance coverage is taken out by LBC on behalf of individual owners, who will be fully liable for any accident & incident involving their watercraft, and will be responsible for dealing with the insurer, claim submission and eventual excess payments as defined under the policy. Individual owners may take out additional private insurance coverage if deemed necessary.

- (b) The Club's insurance policies do not provide personal insurance for Members, or their guests. Members and guests should make their own arrangements for personal accident insurance, health insurance and life insurance and other insurances as considered necessary. Members are advised to seek professional advice in arranging insurances and to make sure that such policies do not exclude water sports.

8. CLUB PREMISES

- (a) The premises and area occupied by the Club 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.
- (b) 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.
- (c) Members must ensure that their equipment is secure and will not injure persons or damage property through being left unsecured or in unsafe condition.
- (d) Members may 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 the Articles of Association. Other activities, such as private parties, are not permitted.
- (e) The Club barbecue is for use at Club functions or events only. The gas bottle is stored in the clubhouse and must be returned after use. Users of the barbecue are responsible for cleaning it after use. If the gas bottle is empty, inform the Beachmaster or another General Committee member so that a refill can be ordered.
- (f) Members who wish to use club facilities, including the clubhouse and the barbecue, for club events shall book the facilities in advance with the Club's Administrative Assistant, or Secretary.
- (g) The Club facilities border on residential property. Club members and guests using the facilities shall minimize disturbance to the Club's neighbors, 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 other days.
- (h) The door codes to the clubhouse and equipment hut will be disseminated to Members. Members shall not divulge the door codes to non-members.
- (i) The clubhouse and equipment hut must be kept clean and tidy. Sails left in the equipment hut must be labeled with a sail number and/or owner's name. Unlabeled items may be removed by the General Committee at the owner's expense, or disposed of.
- (j) Members' personal belongings shall not be left in the clubhouse or equipment hut overnight and the Club will not be held liable for damage or loss of items left in the clubhouse or equipment hut or elsewhere on Club premises.

9. GUESTS AND VISITATION RIGHTS POLICY

- (a) Members are permitted to be accompanied by guests while using Club facilities. Guests must be accompanied by a member at all times.
- (b) Guests of members may use Club facilities up to a maximum of six times in one membership year (1st April to 31st March), after which they are required to apply for membership. This shall be subject to section 9(e i, ii, iii, iv, v, vi).

In exceptional circumstances, the section Chairman & Vice-Chairman may apply discretion in allowing guests to exceed the total visitation limit within the membership year.

- (c) Using a boat or other equipment provided by or stored at the Club counts as use of “Club facilities.” All co-owners and regular users of boats or equipment kept at the Club shall become members of the Club. “Regular users” are defined as those who use Club facilities more than six times in one membership year. “Co-owners” includes any person with a share of ownership in a boat, including canoes and kayaks etc
- (d) Guests who come to the Club to participate in club sanctioned events to which guests are invited are welcome to use club facilities.
- (e) Should a guest utilise the club facilities more than three times in a membership year:
 - i. The guest may utilise the club a maximum of three further times by paying a daily fee for each visitation exceeding three total visits in a membership year. The General Committee is responsible for setting the level of the fee, which will be reviewed regularly. Thereafter, the guest shall cease use of the club facilities until they successfully obtain club membership. The member whom the guest is accompanying may also be requested in writing by the respective section Chairman or Vice-Chairman requiring their guest make application for membership (Notice for Application of Membership).
 - ii. The daily fee shall be paid to the Lantau Boat Club Ltd HSBC Account No 023-276884-838 Savings Account by Internet transfer, or by bank transfer with a copy of the receipt emailed to admin@lantauboaclub.com. ATM transactions are not accepted and shall be considered a donation to the club.
 - iii. Should a guest continue to use the club facilities without successfully obtaining club membership after their six visitation rights have expired, or after the ‘Notice for Application of Membership’ was sent, the General Committee reserves the right to apply a penalty fee to the member whom the guest was accompanying.

The penalty shall be:

- LBC Joining Fee (Full)
- LBC Annual Fee (Full)
- Administration Fee
- Section Joining Fee
- Section Annual Fee

- iv. The penalty shall also apply to any owner of craft where their respective co-owner has not applied for club membership immediately upon purchase of a part share in any craft.
- v. Should the member fail to pay the penalty within one month of the invoice date, they may be excluded from participating in any club organised activities until all monies due are paid in full.
- vi. Should the member fail to pay the penalty within two months of the invoice date, they may be subject to the LBC Articles 7.3 (Failure to Pay Monies Due) policy.

10. SECTIONS

- (a) The General Committee has overall legal responsibility for managing the Club, including watersport activity, and section committees are subject to the authority of the General Committee.
- (b) Each section formed in accordance with Article 9 shall be managed by a section committee in

accordance with the Articles of Association and these Bylaws and with any directives of the General Committee. The section committee shall consist of a chairman, vice-chairman, secretary and such other section committee members as the section members shall decide, or who shall be appointed in accordance with these Bylaws.

- (c) A section member shall be a person who is a Member of the Club and who has paid the prescribed club and relevant section fees and is registered as a member of the section.
- (d) In pursuance of Article 9(b), each section shall hold a section annual meeting to elect its section committee to hold office until the next section annual meeting (or until election of a new section committee by the section members), to determine the fees to be paid to the section by section members and to discuss and determine any other section business. If required for the purposes of the section, a section treasurer may be elected and shall be a member of the section committee.
- (e) A quorum at section committee meetings shall be four members of the committee.
- (f) The section secretary shall prepare minutes of section meetings and section committee meetings and within 7 days of the meeting such minutes shall be submitted to the Club Secretary in accordance with Article 12.1(b).
- (g) Any proposal to purchase a boat, or incur a significant expense, shall be submitted to the Club Treasurer and require approval of the General Committee.
- (h) To be effective from 1st April, any change in the amount of section fees must be notified to the Club Treasurer by 31st January.
- (i) A section committee member who resigns, or leaves the committee for any reason, may be replaced by a vote of the section committee, or by election at a section meeting.
- (j) A section meeting shall be convened at the request of not less than 20% of the registered members of the section. A request to convene a section meeting and the proposed agenda, signed by the requesting section members, shall be sent to the secretary of the section committee, who shall convene the requested meeting within 21 days of receipt of the request.

11. SAILING

- (a) The Sailing Committee shall include a Race Officer, who may also hold the position of Sailing Vice-chairman. The Sailing Committee may appoint additional members of the committee. The Sailing Chairman shall be the Chairman at all meetings of the Sailing Committee at which he/she is present, or, if he/she is absent, the Sailing Vice-chairman shall chair the meeting, or, if both of them are absent, the members of the committee shall choose one of their number to chair the meeting.
- (b) The Sailing Committee shall control and regulate all aspects of sailing in the Club, including use and storage of sailing equipment, and shall recommend to the General Committee Sailing Section parking and/or other fees to be paid by Sailing Members, guest sailors, and participants in sailing training courses and sailing races and regattas. The Sailing Committee shall control the Sailing Fund, consisting of sailing section fees and any other funds specifically contributed to support sailing, including sponsorship and donations.
- (c) The Sailing Committee may recommend Sailing Bylaws and Sailing Safety Rules and Guidelines to the General Committee and, when included in the Bylaws, such rules shall be binding on all Members, guests, visiting sailors, and participants in sailing training courses, races, and regattas. Sailing Safety Guidelines shall be advisory.
- (d) Sailing equipment shall only be used by sailing Members, registered guest sailors and registered participants in sail training courses and races.

12. ROWING

- (a) The Rowing Committee shall include a Rowing Captain, who may also hold the position of Rowing Vice-chairman. The Rowing Committee may appoint additional members of the committee. The Rowing Chairman shall be the Chairman at all meetings of the Rowing Committee at which he/she is present, or, if he/she is absent, the Rowing Vice-Chairman shall chair the meeting, or, if both of them are absent, the members of the committee shall choose one of their number to chair the meeting.

- (b) The Rowing Committee shall control and regulate all aspects of rowing in the Club, including use and storage of rowing equipment, and shall recommend to the General Committee Rowing Section joining fees, Rowing Fund fees and other fees to be paid by Rowing Members, registered guest rowers and participants in rowing training courses. The Rowing Committee shall control the Rowing Fund consisting of rowing section fees and any other funds specifically contributed to support rowing including sponsorship and donations.
- (c) The Rowing Committee may recommend Rowing Bylaws and Rowing Safety Rules and Guidelines to the General Committee and, when included in the Bylaws, such rules shall be binding on all Members, guests, visiting rowers, and participants in rowing training courses, races, and regattas. Rowing Safety Guidelines shall be advisory.
- (d) Rowing equipment shall only be used by Rowing Members, registered guest rowers and registered participants in rowing training courses and races.

13. PADDLING

- (a) The Paddling Committee shall include a Paddling Team Coordinator/Captain who may also hold the position of Paddling Vice-chairman. The Paddling Committee may appoint additional members of the committee. The Paddling Chairman shall be the Chairman at all meetings of the Paddling Committee at which he/she is present, or, if he/she is absent, the Paddling Vice-Chairman shall chair the meeting, or, if both of them are absent, the members of the committee shall choose one of their members to chair the meeting.
- (b) The Paddling Committee shall control and regulate all aspects of paddling in the Club, including use and storage of paddling equipment, and shall recommend to the General Committee Paddling Section joining fees, Paddling Fund fees and other fees to be paid by Paddling Members, registered guest paddlers and participants in paddling training courses. The Paddling Committee shall control the Paddling Fund consisting of paddling section fees and any other funds specifically contributed to support paddling including sponsorship and donations.
- (c) The Paddling Committee may recommend Paddling Bylaws and Paddling Safety Rules and Guidelines to the General Committee and, when included in the Bylaws, such rules shall be binding on all Members, guests, visiting paddlers, and participants in paddling training courses, races, and regattas. Paddling Safety Guidelines shall be advisory.
- (d) Paddling equipment shall only be used by Paddling Members, registered guest paddlers and registered participants in paddling training courses and races.

14. GENERAL SAFETY RULES AND GUIDELINES

- (a) In joining the Club and using Club premises or facilities, 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, or in the vicinity of Club premises. The Club will not be held liable for any damage or injury incurred by members or their guests.
- (b) Members are responsible for familiarising themselves with and complying with these safety rules and guidelines when engaging in water sports and for ensuring that their guests are informed of them and comply with them.
- (c) Junior Members shall use Club facilities and boats kept at the Club only under the supervision of a Full Member.
- (d) Members and their guests shall use only boats and equipment for which they have received appropriate training, or under the supervision of Members or guests who have received appropriate training.
- (e) Members and their guests using Club facilities or premises must be able to swim 50 meters unaided if they engage in water sports.
- (f) Members must 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 indicated on Hong Kong Marine

Department charts and the Club website.

- (g) Members are strongly advised to carry a mobile telephone on their person in a waterproof pouch while engaging in water sports. The telephone should contain the numbers of the Marine Police. These numbers can be obtained from the Club website or from the Secretary or other Club officers.
- (h) 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.
- (i) Members are strongly advised to check the weather forecast at the Hong Kong Observatory before engaging in water sports. In particular, members should check for tropical storm or thunderstorm warnings. Members are strongly advised not to engage in water sports during thunderstorms and/or when thunderstorm warnings are in force.
- (j) 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 temperatures.
- (k) Members shall not participate in water sports when Typhoon Signal 3 warning or higher is in force. Individual boat insurance and the Club's liability insurance is invalidated when Typhoon Signal 3 or above is hoisted.
- (l) It is strongly advised that canoe and kayak users wear lifejackets or buoyancy aids.

15. GENERAL COMMITTEE'S LEGAL RESPONSIBILITIES

- (a) Sections 15 to 16 of the Bylaws are intended to provide guidance to General Committee Members concerning their legal responsibilities and their responsibilities to members of the club and to enhance the transparency of the decision making of the General Committee. They neither supersede the law, nor do they supersede the club's Articles of Association and should be seen as complimentary to both.
- (b) The club is a company registered under the Companies Ordinance (CAP. 622) of Hong Kong (the Ordinance) and the General Committee has the legal status of a board of directors and as such, the General Committee Members have the legal status of company directors. In this context, the General Committee collectively and General Committee Members individually are required to comply with the provisions of the Companies Ordinance and with any other ordinances, case law, rules and regulations applicable to the club. Failure to do so is a punishable offence.

16. GENERAL COMMITTEE MEMBERS' DUTIES

- (a) Duty to act in good faith for the benefit of the Club as a whole and, as far as possible, have regard to the need to achieve outcomes that are fair as between members of the club. This means that all General Committee Members are equally responsible for all matters concerning the management of the Club and for the fair treatment of the Club's members.
- (b) Duty to use powers for a proper purpose of the Club as a whole. Powers must not be used for other purposes (e.g. to benefit one or more General Committee Members) and if so used, even if used in good faith, the decision may be set aside and the General Committee Member may be sanctioned or suspended.
- (c) Duty not to delegate powers except with authorization of the General Committee.
- (d) Duty to exercise independent judgement.
- (e) Duty to exercise care, skill and diligence.
- (f) Duty to avoid conflicts of interest between personal interests and interests of the Club.
- (g) Duty not to enter into a transaction in which a General Committee Member has an interest except in compliance with the requirements of the law. The law requires a General Committee Member to disclose the nature of his interest in such transactions and where applicable he must secure the prior approval of the General Committee.
- (h) Duty not to gain advantage from use of position as a General Committee Member.
- (i) Duty not to make unauthorized use of the Club's property, or information.

- (j) Duty not to accept personal benefit from third parties conferred because of his position as a General Committee Member.
- (k) Duty to observe the Club's Articles of Association and Bylaws and resolutions of the General Committee.
- (l) Duty to ensure that the Club keeps proper books of account so as to give a true and fair view of the state of affairs of the Club and explain its transactions.
- (m) A General Committee Member may not commit the Club to payment of expenses out of the General Club funds for any purpose, whether a single expense or in the aggregate, in excess of HK\$ 5,000 over the period of one [1] fiscal year. Expenses in excess of HK\$ 5,000 up to HK\$ 10,000 require approval by 2 General Committee Members, expenses in excess of HK\$ 10,000 require General Committee approval.
As per By-laws 11, 12 and 13, the section committees shall control their section funds consisting of fees and any other funds specifically contributed to support their section activities and equipment purchase & maintenance. Section expenses are subject to approval by section committee majority and shall be in compliance with the Club's Articles of Association.
- (n) Duty to act with transparency and to keep the General Committee fully and promptly informed concerning matters delegated to him for action. For the avoidance of doubt, delegation of a particular responsibility by agreement of the General Committee to one or more members of the General Committee ("Delegated Member") does not confer any special powers to Delegated Members, nor does it preclude other members of the General Committee from making good faith inquiries about such responsibilities from time to time and, there exists an obligation of the Delegated Member(s) to reply in good faith in a reasonable amount of time to such inquiries.
- (o) Duty to attend meetings of the General Committee. Article 16.1 provides that the office of a General Committee Member shall be automatically vacated if the General Committee Member is absent from three consecutive General Committee meetings without the permission of the General Committee.

Change Tracker - History of Changes

26th Sept 2018

Bylaw 4 ‘Membership Fees’

- small amendment as administration fees had been inadvertently excluded from earlier version

Bylaws 5a/b/c/d ‘Membership Renewal & Late Payment Fee’

- An amendment to the date upon which annual membership fees are considered as late payments, brought forward to March 15th of each year. The change also highlights that the annual membership invoice must be paid in full before a member is considered as having fulfilled their membership renewal

Bylaw 6 ‘Watercraft Parking’

- A small change simply to reflect current process, where by section related fees are agreed at section annual meetings and that this income is owned by sections.

10th Dec 2018

Bylaw 4a (Membership Fees)

- amended to include Overseas members in payment of the Administration Fee.

1st April 2019

Bylaw 9 Guests & Visitation Rights Policy

- amended to provide greater flexibility to guest attendance frequency and to provide structure around when guests should become members and existing member’s obligations regarding their guests

1st June 2019

Bylaw 7a Insurance

- amended to reflect the decision on the GC (decision made effective 1st April 2019) to no longer mandate the requirement for private small craft insurance for owners of small craft such as outriggers, surf-skis, kayaks etc.

6th August 2020

Bylaw 8h/8i/8j

- amended to change the name ‘Sail Hut’ to ‘Equipment Hut’ to align the name with current Club activities. Slight amendment to reinforce that members may not leave personal items in the clubhouse of equipment hut (except for sails in the latter).

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