

The Lypstone Fishery & Harbour Association

Membership Rules

This booklet is published and distributed to all existing, and from the date of publication to all new, Members of the Lypstone Fishery & Harbour Association. Although many of these rules have been in operation for some years, this is the first time they have been brought together and published as one document. The Board is obliged to promulgate these rules as a legal requirement of the Harbour Authority for the Exe Estuary. It is a condition of your membership that you acquaint yourself with the rules set out in this booklet but if you are ever in doubt do not hesitate to ask the Harbour Master or any member of the Harbour Board.

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Membership

1. Membership of the Association is granted when an application to store, moor or otherwise keep a vessel on Association property is approved. Membership is strictly confined to the period for which fees have been paid (this may be for a summer or winter period or for the complete year) but is renewed from year to year when current charges are paid.
 - (a) **Membership ceases** on resignation or when appropriate charges are not paid.
 - (b) **Membership ceases** if a member fails to abide by the Rules of the Association.
 - (c) Any vessel found on Association property that is not licensed (either because the owner is not a member or because the owner has not applied for and paid for a license for that vessel) can be destroyed. **If the owner of such a vessel is a member, his or her membership could cease.**

Directions of the Harbour Board

2. The Harbour Board is the executive committee of the Lypstone Fishery and Harbour Association and is empowered by its Constitution to provide the day to day management of the property and general affairs of the Association. Notwithstanding these rules, the Board may issue directions to effect that management to which all members are bound. Such directions

might be, for instance, the date by which boats stored for the summer are to be removed to make way for the boats licensed for winter storage. **Failure to comply with these directions may result in the revocation of your membership.**

Applications

3. Individuals seeking membership are responsible for the accuracy of their applications and should note, for instance, that a successful application for a mooring does not imply an automatic right to a place in the dry harbour for a tender.
4. Members changing their vessels, seeking to move their moorings or applying for other licenses must in the first instance have the permission of the Harbour Board and pay the appropriate fees.

Members Duties

5. The Association is a cooperative and it is cooperation and voluntary effort which provides such remarkable facilities at such a very low cost. Members have the common duty to acquaint themselves with these Rules and to abide by them. Whenever possible they should make themselves available to those working parties which keep the harbour running. **All membership charges must be paid by the due date stated on the invoice or membership will be withdrawn.**

Moorings

6. All applicants for moorings will be given a copy of the Association Guidance for Laying Moorings but should note:
 - (a) These are guidelines and liability for the suitability of any particular mooring for any particular vessel remains with the mooring licensee and owner of the vessel. **The Association accepts no liability in respect of these guidelines.**
 - (b) All mooring licenses will be let for a specific vessel (the vessel stated in the application) and all charges, including Harbour Dues when they are levied, will relate to that vessel.
 - (c) No part of the anchor of the mooring is to be proud of the surface of the river bed. It is the licensee's responsibility to ensure that anchors remain buried.
 - (d) A licensee can only takeover an existing mooring with the permission of the Harbour board. A licensee taking over an existing mooring must raise all the tackle, including the anchors, to ensure that all parts of the mooring are in a suitable and serviceable state.
 - (e) Licensees cannot move their moorings without the permission of the Harbour Board (the Licensor) and must lay them where indicated by the licensor.
 - (f) A licensee when surrendering a mooring must remove all the tackle or lose the deposit payable on first application.
 - (g) All mooring buoys must be marked with the mooring number. **Unmarked mooring buoys will be removed from January 2009 and regularly thereafter.**

(h) A mooring can be left unoccupied by a vessel for a maximum of 12 months. It is the licensee's responsibility to inform the licensor that the mooring is to be unoccupied and for how long. Licenses will not be renewed for moorings which have not held a vessel for more than 12 months. A mooring is deemed to have "held a vessel" if the period for which the mooring is occupied by the registered vessel is 3 months in any season (a season being roughly April to October in any year). Licensees planning long passages may apply for an extension.

(i) All moored vessels must have a current Association License fixed to the vessel in such a place that it can be read from a tender (these licenses are given to all licensees when the fees are paid).

(j) No vessel can be moored on Association property or property leased by the Association without a license.

(k) No licensee, master or owner of any vessel shall secure any vessel to the harbour wall by laying warps, springs or tethers across the top of the harbour wall without the permission of the Harbour Master.

Dry and Wet Harbours

7. Licenses to keep a vessel in the Dry Harbour (the "Hard") are issued for each of two, roughly equal six-month periods:

(a) **Summer.** Licenses for the summer period are for sailing dinghies and for tenders. The following rules apply:

(1) All licensees must have paid their dues by the 30th of April each year and must bring the licensed vessel to the Hard before the 31st of May. Any licensee paying for a vessel but not occupying a slot by the 31st of May will have his or her fees repaid and the place will be re-allocated. No member of the Association can "reserve" a summer place by paying for the license without a vessel.

(2) Members will be allocated a place in the Hard and on no account should assume that they have a right to any particular berth. Places are allocated by the Harbour Board and members are not permitted to change the allocated berth.

(3) A place for a sailing dinghy will normally only be granted to members of the Sailing Club.

(4) All vessels given a summer place in the Hard must have the relevant Association license fixed to the vessel in such a place that it can be read without removing a covering.

(5) No member is permitted to move any other vessel from its allocated berth. **A licensee moving any other vessel or occupying an unallocated berth at any time and for any reason without the prior permission of the Harbour Board risks loss of membership.**

(b) **Winter.** Licenses for the winter period are for vessels usually moored during the summer and for a limited number of tenders. The following rules apply:

(1) No vessel will exceed 28 feet (length overall) or will have a beam exceeding 9 feet 6 inches.

(2) A license will not be issued if the dues are not paid by April the 30th each year for the next winter period. Any owner disposing of his vessel after April the 30th and not requiring winter storage will have the fees refunded.

- (3) A licensee may be permitted to sell their vessel but retain a place in the Hard provided that they pay the appropriate dues and acquire another vessel within 12 calendar months.
- (4) Licensees, masters or owners of any vessel granted winter storage must register any change of vessel with the Harbour Board and should not assume that they may retain a place for a vessel larger than that they have sold. All licenses are issued to the owner, NOT to the boat.
- (5) Tenders may be stored on the vessel (**not** beneath or alongside it). With the permission of the Harbour Board, tenders may be stored vertically against the cliff edge for those berths abutting the cliff (The Board needs to establish that the overall length of the berth is not increased by this practice).
- (6) Tenders and Punts **not** covered by the fees of a larger vessel can only be stored over the winter in the Hard if the owner has applied for a license and paid the appropriate fee. Members should note that a summer license does **not** continue into the winter.
- (7) Tenders, punts and other small vessels not licensed for a winter place will be deemed to be abandoned and consequently destroyed. **If such a vessel is owned by a member, that membership may then be cancelled.**
- (8) All vessels will be allocated a berth by the Harbour Board. **A licensee moving any other vessel or occupying an unallocated berth at any time and for any reason without the prior permission of the Harbour Board risks loss of membership.**
- (9) No vessel may be stored on any trailer without the prior permission of the Harbour Board (the guidance is that the trailer and the vessel together must not be greater in length than the overall length of the vessel itself). Trailers **MUST** be removed after launching.

8. **The Wet Harbour.** *(The Wet Harbour is defined as the area enclosed by the harbour walls, the southern side of the main wall and the brook. No permanent licenses are allocated for the southern side of the main wall or for the brook.)* No licensee, master or owner of any vessel shall moor, anchor or station within the wet harbour without the prior permission of the Harbour Board except in the event of an emergency. The Harbour Master should be informed of any such emergency berth as soon as possible and in any event no later than 24 hours after the berth has been taken up. The Harbour Master may then direct that the vessel is moved within or to another location outside the Wet Harbour. All berths, including those taken up in emergency, are subject to license and payment of fees. The owners of vessels stored within the Wet Harbour, at the risk of losing a berth, must ensure:

- (a) That the vessel is not so secured that it impedes or hazards the free navigation of other vessels within the wet harbour.
- (b) That the vessel is appropriately protected with fenders.
- (c) That it occupies a berth as directed by the Harbour Master.

A licensee moving any other vessel or occupying an unallocated berth at any time, except in an emergency, without the prior permission of the Harbour Board risks loss of membership.

9. General Conditions

- (a) **Bicycles.** The riding of bicycles on Association property is strictly prohibited.
- (b) **Dogs.** Dogs must be on leads and all deposits must be removed.

- (c) **Identification** . All vessels moored, stored or placed on Association property must display an in-date Association disc showing that the vessel is licensed and that current charges have been paid (this is a legal requirement of the Exe Estuary Navigation Authority as a subsidiary of the requirement to collect Harbour Dues).
- (d) **Insurance**. It is a condition of membership that all vessels are insured against third party risks.
- (e) **Interference with Navigation:**
 - (1) No licensee, master or owner of any vessel shall moor, anchor or station so as to impede or interfere with the free navigation of other vessels (this is a legal requirement of the Exe Estuary Navigation Authority).
 - (2) No licensee, master or owner of any vessel shall moor in, anchor or otherwise obstruct the channel leading to the brook (this is a legal requirement of the Exe Estuary Navigation Authority as the channel leads to the designated emergency mooring for distressed vessels in a Southerly gale).
 - (3) No licensee, master or owner of any vessel shall moor station or leave their vessel unattended in the harbour entrance (this is a legal requirement of the Exe Estuary Navigation Authority as the channel leads to the designated emergency mooring for distressed vessels).
 - (4) The use of anchors within the Wet Harbour is STRICTLY PROHIBITED.
 - (5) No licensee, master or owner of any vessel shall lay an anchor for mooring, or fasten to any buoys, rails or chains in any part of the harbour without the express permission of the Harbour Board.
- (f) **Launching & Recovery**. The slipway is Association property and its upkeep is paid for by Association members. Non-members are not permitted to launch and recover boats from the slipway (members should note that this is a legal requirement of the Exe Estuary Navigation Authority).
- (g) **Liability**. All boats are stored at the owner's risk and absolutely no liability is accepted for any damage howsoever caused.
- (h) **Noise**. No licensee, master or owner of any vessel shall use an engine without a silencer nor cause noise from unsecured rigging. All members are reminded that the harbour is also a place of residence.
- (i) **Parking**. **Parking is prohibited to all vehicles with the following exceptions:**
 - (1) Vehicles providing services to the Association as authorised by the Harbour Board.
 - (2) Members vehicles but only for loading and unloading.
- (j) **Pollution:**
 - (1) No person shall deposit rubbish on any part of the Association property.
 - (2) No person shall leave oil or any similar toxic or contaminating substance such as anti-fouling paint on any part of the Association property.
 - (3) Any contaminating or toxic substance and all rubbish of any kind whatsoever is to be removed by the person bringing it into Association property. Members remain responsible at all times for the proper disposal all the items they bring onto the property for the purposes of maintaining their vessels.
 - (4) No licensee, master or owner of any vessel or any other person shall intentionally abandon, break up, set fire to or otherwise destroy a vessel on the property of the Association.

- (k) **Securing of Vessels.** Any owner failing to secure his or her vessel adequately may have the vessel secured by the Harbour Board and any resulting charge will be passed to the owner. Any owner failing to comply with the proper requirements and instructions of the Board **risks loss of membership.**
- (l) **Speed.** No licensee, master or owner of any vessel shall cause their vessel to exceed a speed of 6 knots within the Association's property
- (m) **Unauthorised Activities.** Association property is kept, maintained and insured for the recreational use of the water and for fishing vessels. *Any other activity* can only take place with the prior permission of the Harbour Board.
- (n) **Unauthorised Trading.** No person shall within the property of the Association engage by way of trade in buying or selling goods or property without the prior written consent of the Harbour Board.
- (o) **Unsafe Vessels.** No licensee, master or owner of any vessel shall bring his vessel into the harbour or into the brook except in an emergency without the permission of the Harbour Master if the vessel is:
 - (1) In danger of foundering or sinking and is incapable of being safely navigated, or;
 - (2) Is on fire or has been set on fire at any time within a period of 14 days ending on the day on which the vessel is ready to enter the harbour or brook.
 - (3) The licensee, master or owner of any vessel which in the opinion of the Harbour Master is or is likely to become unsafe, in danger of sinking or a danger to any other vessel or member of the public within the harbour will, if so instructed, remove such a vessel from the harbour or any other part of the Association property.