



ROYAL MALTA YACHT CLUB

## Club Bye Laws

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### 1. Preamble

1.1 Article 3.6 of the Royal Malta Yacht Club ('RMYC' or 'the Club') Statute provides for the Committee to draft bye-laws. These bye-laws are designed to articulate the standards, values, and expectations of members to further the Club's fundamental purpose, as set out in Article 1 of the Club Statute, *'The Club exists to encourage and provide facilities for the sport of yachting and related social activities and it is a not for profit organization.'*

1.2 The RMYC is part of a global network of yacht clubs through its reciprocal relationships, and membership of the International Council of Yacht Clubs. With respect to setting standards, values, and expectations for our members, these bye-laws aim to set standards, values, and expectations consistent with our peers.

### 2. Admission of Club Members

2.1 Membership of the RMYC is open to all persons interested in the sport of sailing or motor yachting, be it cruising or racing, subject to approval by the Committee.

2.2 It will be the normal practice of the Committee, to award Honorary Membership to Maltese Ambassadors and High Commissioners to Malta, for the duration of their posting in Malta.

2.3 Article 4 of the Club Statute sets out the process for the admission of new members of the Club.

2.4 Applicants for membership must demonstrate all of the following qualities:

2.4.1 A genuine interest in yachting through the submission of a 'Letter of Motivation' or 'Yachting CV' with their application form, and endorsement of this interest in their letters of support provided by their proposer and seconder.

2.4.2 That they prove their identity and residence through a copy of their identification card, or passport with a recent utility bill (not a mobile phone bill).

2.4.3 That they are known to their proposer, their proposer must state in their letter of support how long they have known the applicant and how they met.

2.4.4 That they are known to their seconder, their seconder must state in their letter of support how long they have known the applicant and how they met.

2.5 Applicants may apply for membership of the RMYC through completion of the following process:

2.5.1 Completion and submission of the RMYC membership application form;

2.5.2. Completion and submission of a Letter of Motivation or Yachting CV;

2.5.3 Submission of a copy (both sides) of the applicant's identification card, or a copy of their passport with a recent utility bill (not a mobile phone bill);

2.5.4 Submission of a letter of support from the applicant's proposer; and

2.5.5 Submission of a letter of support from the applicant's seconder.

2.6 As required by Articles 2.2 and 4.2 of the Club Statute a member may only propose or second an applicant for membership, after one full year of membership.

2.7 Applicants for membership can download the RMYC application form from the 'Become a member' tab, under the membership section of the Club's website <http://www.rmyc.org/>.

2.8 Applicants must submit their application documents, see paragraph 2.5 above, electronically via email to [memberships@rmyc.org](mailto:memberships@rmyc.org).

2.9 The Club Administration may perform an online search of the applicant for the purpose of assessing the good conduct and reputation of the applicant.

### **3. Membership Rights and Privileges**

3.1 Full Members, Family Members, and Honorary Members are entitled to the rights and privileges of membership of the Club (including, but not exclusively, the right: to wear the Club uniform, cap badge or tie; to fly the Club burgee or wear the privileged ensign, as described in Article 11 of the Club Statute.

3.2 Full Members, Family Members, and Honorary Members are entitled to view the Annual Report, Balance Sheet and Statement of Accounts of the Club.

3.3 All members have the right of access to and enjoyment of the facilities of the Clubhouse at Ta' Xbiex (and any other premises which the Club may rent, lease or acquire), subject to compliance with the Club Statute, these bye-laws, and the Club's opening hours.

3.4 All classes of members may use the Club facilities subject to these bye-laws.

3.4.1 The use of the Gym and other facilities at the Club will be available to all classes of members subject to the rules applicable, and any additional charges payable, for their use.

3.4.2 Only full members are entitled to discounts on functions, the hiring of rooms, race entry fees, rating certificates, and any other good or service that the Club may offer from time to time. To qualify for these discounts a full member must produce their current membership card to a member of the Club's staff at the point of purchase of the discounted good or service.

3.4.3 Discounts on Club functions may be available to other classes of membership at the discretion of the Committee.

3.5 The entitlement to any reciprocal or other rights granted to members of the Club by any other club, are enjoyed only by Full Members, Family Members, Life Members, and Honorary Members.

3.6 Consistent with Articles 2.2 and 4.2 of the Club Statute, after one year of membership: Full Members, Family Members, and Life Members, acquire the right to propose or second resolutions at, and vote at General Meetings of the Club; and to propose, second or support any applicants for membership of the Club.

3.7 Consistent with Article 2.1.6 of the Club Statute, owners and skippers (provided they are members of a yacht club recognised by their national federation) competing in Club sailing events shall be granted temporary Honorary Membership of the Club, and all rights, privileges, and obligations associated with that title, for the duration of the sailing event, and prize giving. The crews, partners, and children of these temporary honorary members shall be their guests. Temporary honorary members are responsible for their guests, as set out in paragraphs 6.5 and 6.7 of these bye-laws.

3.8 As stated in Article 8.2 of the Club Statute, members visiting from reciprocal clubs shall be granted Honorary Membership of the Club, and all rights, privileges, and obligations associated with that title, for the duration of their visit. In order to enjoy these benefits:

3.8.1 Upon arrival to the Club's premises, visiting members from reciprocal clubs must present a valid and current membership card from their reciprocal club to a member of the Club's staff.

3.8.2 Alternatively, a visiting member from a reciprocal club may provide a letter of introduction from their club's secretary to be addressed to the Club's Honorary Secretary. The letter of introduction must confirm that the visiting member is a current member of the reciprocal club and is observing all the reciprocal club's obligations (is of good conduct). The letter of introduction must be delivered to the Honorary Secretary via email to [info@rmyc.org](mailto:info@rmyc.org) at least three days in advance of the visit by the visiting member of a reciprocal yacht club.

3.8.3 All visiting members from reciprocal clubs must sign the Club's visitor's book.

3.8.4 Visiting members from reciprocal clubs are welcome to enjoy the benefits of reciprocity providing they have not been resident in Malta for more than 3 months.

3.8.5 Bye-law 3.8.4 does not apply to reciprocal members of Maltese clubs.

#### **4. Resignation and Re-election of Members (Under Review)**

4.1 A member may resign from the Club by informing the Honorary Secretary in writing via email to the following email address [info@rmyc.org](mailto:info@rmyc.org) . Their resignation will take immediate effect.

4.2 Resignation of membership shall confer no right to a refund or abatement of membership fees or subscription in respect of the membership year in which the member's resignation takes place.

4.3 Members who have resigned 'may', on application and after payment of all outstanding subscriptions and/or debts, be re-admitted to the Club.

4.3.1 Members who have resigned who seek to re-join the Club within 12 months of their resignation must write to the Honorary Secretary requesting permission to re-join the Club. Permission to re-join the Club is at the Honorary Secretary's discretion.

4.3.2 Members who have resigned who seek re-election to the Club after 12 months from their resignation may be required to comply with the full admission procedure as set out in Section 2 of these bye-laws. The Committee will determine the admission procedure in such instances.

4.4 On re-election former resigned members regain all membership rights and privileges as described in Section 3 above, with the exception of paragraph 3.6. To satisfy the criteria set out in paragraph 3.6, a re-joining former resigned member must have accumulated 12 months of continuous membership before resignation. If the re-joining member does not have 12 months previous continuous membership, paragraph 3.6 will not become effective until the re-joining member has accumulated 12 months of continuous membership, after his or her re-election.

4.5 A 'ceased' member is a person (defined by Article 5.4 of the Club Statute) who has let their subscription lapse by more than six months and not informed the Honorary Secretary of their intention to resign.

4.6 A ceased member 'may', on application and after payment of all outstanding subscriptions and/or debts, be re-admitted to the Club.

4.6.1 Where a ceased member seeks to re-join the Club before the first anniversary of their lapsed subscription; he or she must write to the Honorary Secretary requesting permission to re-join the Club. Permission to re-join the Club is at the Honorary Secretary's discretion.

4.6.2 A ceased member who seeks re-election, on or after the first anniversary of their lapsed subscription, may re-apply under the admission procedure set out in Section 2 of these bye-laws. The Committee will take into consideration the conduct of the former member in its decision making process.

4.7 In the event of a member resigning and wishing to use the Club facilities via a reciprocity agreement through another Club, as described in Article 8.2 of the Club Statute; he or she must be prepared to justify the reasons for resignation and their continuing desire to make use of the Club's facilities to the satisfaction of the Committee, otherwise the Committee reserves the right to disallow reciprocity.

## **5. Entrance Fees and Subscriptions**

5.1 The current level of entrance fees and subscriptions is set out on the Club's website, see the membership tab <https://rmyc.org/membership/>

5.2 A former member (who has resigned from their membership) that seeks re-election after a period of two years has elapsed since his or her resignation, who has previously paid an entrance fee, shall pay the difference between the fee in force at the time of his or her original election and the fee applicable at the date of his re-election if the latter be greater.

5.3 The annual subscription fee of a former ceased member, who is re-elected to the Club, is due within 10 calendar days from when his or her re-election is notified before their membership becomes effective.

5.4 Consistent with Article 4.5 of the Club Statute, where a former ceased member fails to pay their annual subscription fee within 10 calendar days, the election shall be deemed void.

## **6. Member Conduct**

6.1 Members shall at all times avoid behaviour, whether in the Clubhouse or elsewhere, that might bring the good name of the Club into disrepute.

6.2 When Members make use of the Club's reciprocal relationship with another club (host club), Members must observe the bye-laws and other requirements of the host club.

6.3 Members, visitors, and guests are to adhere to all Maltese laws whilst on the Club premises, or at Club events held at alternative venues, and should conduct themselves with courtesy and respect to other members, visitors, guests, and staff of the Club.

6.4 Members, visitors, and guests shall not do anything which is likely to intimidate, offend, insult, humiliate or discriminate against any other person in the Club. This includes physical violence, swearing, or heated argument on the Club premises, or at Club events held at alternative venues.

6.5 Members shall ensure that any child (defined as any person who is less than 16 years of age) in their charge brought into the Club is kept safe, and kept under their control. Children must not be left unattended on the Club premises.

6.6 Paragraph 6.5 does not apply to children who are Cadet Members. Cadet Members may enjoy unsupervised access to, and use of, the Club premises, and may purchase soft drinks and food.

6.7 Members will remain responsible for any guest they introduce to the Club and should not leave the guest unattended at the Club, see Article 9.1 of the Club Statute.

6.8 No member may claim to represent the Club, see Article 3.15 of the Club Statute, unless they have received written authorisation from both the Commodore and the Honorary Secretary.

6.9 Service dogs and members' pets are allowed on the Club's premises, subject to these animals being kept under control, that they do not damage the Club property, and are not a nuisance to other members, guests, visitors, and staff.

6.10 If a member, guest, or visitor is believed to be in breach of Section 6 of these bye-laws, they shall be required to leave the Club premises, or any alternative venue sponsored by the Club.

## **7. Mobile Phones and Laptop Computers**

7.1 The use of mobile phones and laptops is generally permitted in the Club, but at the risk of the user. The use of mobile phones and laptop computers should always be discreet and with full consideration for other members, visitors, and guests at all times.

7.2 The Club does not accept any liability for any personal injury or loss of these devices by the user, or to someone who is injured by someone using these devices.

7.3 Members, visitors, and guests, use of the Club WiFi is at their own risk.

## **8. Smoking**

8.1 In accordance with Maltese Law smoking, including e-cigarettes, vaporisers, e-pipes and similar, is not permitted in any enclosed area of the Club house.

8.2 Smoking is permitted on the Club terrace; however, smokers must ensure that any smoke they emit does not enter the Club house.

## **9. Dress Code**

9.1 The Club seeks to maintain reasonable dress standards such that no member might offend another, whilst recognising that the Club is a functional sailing club.

9.2 As a minimum, within the ground floor and first floor of the Club house and when transiting through these areas, members, visitors and guests must wear casual clothing which is clean, and in good repair.

9.3 Casual clothing is defined as collared shirts, polo shirts, and tops with long or short sleeves, trousers, sailing shorts, dresses, skirts, and shoes.

9.4 The following items of clothing are not acceptable on the ground floor and first floor of the Club house: swimwear (unless covered by casual clothing defined in paragraph 9.3 above), and any items bearing offensive slogans.

9.5 On occasions or events which require formal or themed dress, members and visitors will be advised to dress accordingly. Failure to observe formal or themed dress when required will result in the member or visitor, or member's guest(s), see paragraph 6.7 above, being denied admittance to the occasion or event, without refund for any costs incurred by the member or the member's guest(s).

## **10. Arrears and Defaulters**

10.1 If a member fails to pay for a good or service provided and invoiced by the Club within 30 days of the issue date of that invoice. Notice shall be sent to the member calling his or her attention to such failure. If payment has not been made by the 61st day of the date of the invoice the member's name shall be posted on the Club's notice board as a defaulter.

10.2 A member who is the proprietor or majority shareholder of a business that fails to pay for a good or service provided and invoiced by the Club shall be personally liable for that debt, and therefore subject to bye-law 10.1.

10.3 Any member with unsettled debts with the Club, will not be able to renew their membership unless they settle their debts with the Club.

10.4 At the absolute discretion of the Committee and upon payment of all sums due, a former defaulting member whose name has been struck from the Club's membership list, for non-payment of invoiced goods or services, who can give the Committee a satisfactory explanation as to why he or she was unable to fulfil their obligations, may be re-admitted to membership of the Club without payment of an entrance fee.

## **11. Enforcement of these Bye-Laws**

11.1 The authority to enforce these bye-laws is vested in the officers and staff of the Club.

11.2 Members, who observe any infringement of these bye-laws, should in the first instance make a verbal report to any officer on the Club premises, or member of staff if no officer is present.

11.3 If in the first instance, the reported issue is not satisfactorily resolved, the member should write a letter of complaint to the Honorary Secretary at [info@rmypc.org](mailto:info@rmypc.org) explaining the circumstances of the



incident, the persons involved, the date and time of the incident, and the bye-law(s) they believe has been infringed; within 7 days from when the incident occurred.

- 11.4 The Honorary Secretary will acknowledge the receipt of the member's complaint within 3 days of its receipt. The Honorary Secretary will investigate the complaint and report back to the member within 14 days of the acknowledgement of the member's complaint.