

# Umm Al Quwain Marine Club



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# **BY-LAWS**

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## **1. MEMBERSHIP CLASSIFICATIONS**

The membership consists of:

- Single members
- Family members
- Wet berthing members

Members: Those who are elected/approved in accordance with by-law 2.

## **2. MEMBERSHIP**

- 2.1. To be admitted as a member of the Marine Club a candidate must be elected by the Management. The candidate will not be elected if two or more votes are cast in opposition.
- 2.2. Candidates for election should be proposed and seconded by at least two members of the Marine Club, who must not be husband and wife. All applications for membership will be handled in a manner prescribed by the Management.
- 2.3. Candidates for election must submit a correctly completed application form together with copies of relevant pages of their passport and three passport-sized photographs.
- 2.4. All deliberations concerning membership affairs shall be strictly confidential.

## **3. ACCEPTANCE TO MEMBERSHIP AND BY-LAWS**

Completion of the Membership Application Form and acceptance by the Management or renewal of membership for Umm Al Quwain Marine Club is an automatic acceptance of the by-laws stated herein.

#### **4. LIABILITY**

**All persons entering upon or using any part of the Marine Club premises or facilities do so entirely at their own risk.** The Marine Club does not accept any liability or responsibility of any nature for any injury, loss or damage whatsoever and howsoever arising to any person or property or acts carried out by third parties or improper use of installation, whether attributable in whole or in any part to any act or omission on the part of the Marine Club, its staff/servants and/or agents.

Any person/owner of a vessel authorizing the Marine Club, or representatives of the Marine Club, for maintenance work to be done on their vessels, the Marine Club will not be held responsible for any loss or damage to their vessel or property within their vessel. The Marine Club can not be held responsible, nor get involved in any disputes arising from any outsourced work completed on behalf of the owner/responsible person.

#### **5. REJECTION OF APPLICATION FOR MEMBERSHIP**

- 5.1. No candidate for membership who has been rejected by the Management shall be admitted on the Marine Club premises in any capacity over a period of 1 (one) calendar year from the date of rejection.
- 5.2. Rejected candidates will not be eligible to re-apply for election until a lapse of 1 (one) calendar year from the date of rejection.

#### **6. JOINING FEES AND SUBSCRIPTION**

- 6.1. The Management reserves the right to adjust membership fees at levels appropriate to the financial situation of the Marine Club. From time to time these will be adjusted at the sole discretion of the Management. Members should refer to the Marine Club office for current schedule of fees.

- 6.2. On request current Membership Cards must be presented at the customer service gate upon each visit prior to entering the Marine Club.
- 6.3. Members are encouraged to display the Marine Club's stickers on their vessels and car windscreens.
- 6.4. A "minor" i.e. those who have not yet reached 18 years of age, or 25 years if still in full time education (proof of which must be produced in writing), whose parents have taken out family membership, may use the Marine Club without payment of additional membership fees.
- 6.5. Any person over 18 years of age wishing to transfer from their parent's family membership to a single membership may do so without payment of the joining fees. However the appropriate annual membership subscription must be paid.
- 6.6. **Annual subscriptions renewals are payable in advance for the following year ending 31st December annually.** A renewal advice will be emailed to all members one month prior to expiry. Members wishing to renew must sign and return the acceptance form before 31<sup>st</sup> December to continue their membership. If the renewal form is not returned, it is an automatic acceptance of renewal. The member will be invoiced for the coming year. In the event of a member wishing to terminate membership, this must be indicated, in writing, as such before 31<sup>st</sup> December of the appropriate year.
- 6.7. When joining the Marine Club, a member pays the proportion of the annual subscription due from that date to the 31 December of that year. Any members joining in November or December are also required to pay the 12 months subscription for the following year.
- 6.8. A member, whose annual subscription is not paid within 30 days of subscription expiry in the year that it is due, shall be deemed to be in arrears and shall cease to have access to the Marine Club premises. Such membership will then be considered lapsed.

- 6.9. Members who allow their membership to lapse (after 30 days) will ordinarily have to pay the current joining fee on rejoining.
- 6.10. A member, who annual subscription is not paid within 90 days of subscription expiry in the year that it is due, the Marine Club has the right to retain possession of the member's property or vessel pending the discharge of indebtedness. If the debt is not settled within 180 days, the Marine Club has the right to sell such members assets and offset the proceeds against the outstanding amounts due.
- 6.11. Any requests for changes in membership classification should be made in writing to the Management for their approval. Such approval will not be unreasonably withheld.
- 6.12. Any single member wishing to change their membership status from single to family membership shall pay the proportional difference between the annual subscriptions.
- 6.13. Members are not allowed permanent residence at the Marine Club in any capacity, be it onboard a vessel or on its grounds.

<b>7. MEMBERSHIP RESIGNATION</b>
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- 7.1. **Membership resignation must be done in writing.**
- 7.2. **Members shall not be entitled to any refund of their annual membership fee or joining fees.**
- 7.3. **Members cannot transfer their annual membership or dry berthing membership to another individual. Berths are under the direct control of the Marine Club management.**

## **8. EXPULSION**

- 8.1. If at any time the Management decides that the conduct of any member, on or off the premises is: prejudicial to the good name of the Marine Club, deemed unacceptable, affecting the operation of the Marine Club, offensive to members of the Marine Club, or if the annual membership fees or other fees for services supplied by the Marine Club are in arrears, beyond a period of time determined by these by-laws or Management, it may requested that such a member resign within a stated time. If the member fails to resign as requested, he or she will be expelled forthwith and a notice of expulsion will be sent to the member and a copy of this notice may be posted on the Marine Club's notice board.
- 8.2. If at any time a member's membership is terminated, the member shall not be entitled to any refund of any part of their annual membership fee or joining fee.
- 8.3. A breach of any by-law will be grounds for immediate termination of membership.
- 8.4. The Club Management is authorized to expel members, minors and guests from the club premises who conduct themselves to the annoyance of members, in a manner likely to cause damage to Marine Club or member's property/concern for the safety of themselves or others. The individuals concerned will be reported to the Management for further action.

## **9. GUESTS**

- 9.1. Members are entitled to bring guests to the Marine Club and thereby become liable for their guests. A daily visitors fee will be charged for all guests, whether from overseas or a resident in the United Arab Emirates. This fee must be paid in cash at the customer service gate before entering the club at the time of the guest's entry.

- 9.2. House-maids/house-boys, drivers and nannies will be allowed as guests and will be treated in the same manner as member's guests (see by-law 9.1).
- 9.3. Temporary memberships of up to 90 (ninety) calendar days can be issued on 2 (two) occasions in any 12 (twelve) months period. This facility is offered for non-residents of family members or visitors on temporary visits to the United Arab Emirates. For temporary membership the applicant must correctly complete an application form together with copies of relevant pages of their passport and a copy of the visit visa must be submitted for approval to the Marine Club Management.

## **10. CHILDREN**

- 10.1. Children are defined as minor dependants of members or visitors (see by-law 6.4). Members/visitors are responsible for the proper behavior of their children, their guests' children, and children to whom they are the host, and for loss or damage of the Marine Club property caused by such children. Members are at all times expected to ensure that children, for whom they are responsible, shall not place themselves in situations of personal danger, disturbance or a nuisance to others. Members/visitors are fully expected to ensure that the children observe and comply with all the rules governing the use of the swimming pool and the open sea. A responsible adult must supervise children at all times.
- 10.2. Whilst children will be permitted in the restaurant and pool area, it is expected that parents are considerate and ensure that the behaviour of any children accompanying them is appropriate and does not disturb others.

## **11. MEMBERS' RESPONSIBILITIES**

- 11.1. No member or guest of the Marine Club is entitled to receive any form of financial credit from the Marine Club or any of its staff/servants. Members and guests are to settle all daily bills/invoices prior to leaving the



Marine Club premises. It is the member's sole responsibility to ensure that this by-law is strictly adhered to. The Management is empowered to deny future access to any member or guest who breaches this by-law.

- 11.2. No employee of the Marine Club shall perform any personal services, while on duty or off duty, for any individual members or their guests, except to the extent that such services are approved by the Marine Club Management.
- 11.3. Membership of the Marine Club implies acknowledgement of the by-laws and general regulations and rules of the Marine Club, including amendments as may be from time to time, which will be posted on the notice board, and/or published in the Marine Club's newsletter and/or website.
- 11.4. The cost of any satisfactory replacement or repair of the Marine Club property will be charged to the member/head of family, for any damage caused by that member, their family or associated guest introduced at that time to the Marine Club by that member or their family.
- 11.5. During restaurant opening hours, members and their guests are **not permitted to bring food and beverage consumables onto the Marine Club** premises for consumption without the express permission of the Marine Club Manager or the Management.
- 11.6. Alcohol is **strictly prohibited** on the Marine Club premises.
- 11.7. Water conservation shall be practiced at all times. All water taps must be turned off when not in use.
- 11.8. No littering. Please use the dustbins provided.
- 11.9. The cleaning of fish and shell fish is strictly prohibited in the common areas of the Marine Club

- 11.10. No playing or swimming around the Marina area and/or on the slipway.

## **12. THE FISCAL YEAR**

The Umm Al Quwain Marine Club's fiscal year shall end on 31<sup>st</sup> December.

## **13. DRESS CODE**

- 13.1. It is expected that Marine Club members/visitors will dress appropriately and in good taste at all times, and the Management specifically reserves the right to deny admittance/enforce the right of admission to the Marine Club and its premises to anyone deemed not to be dressed appropriately.
- 13.2. People using the pool are expected to wear appropriate clothing such as swimwear and/or proper sun protection tops. Inappropriate clothing will not be allowed in the pool.
- 13.3. Wet swimwear is not allowed in the restaurant and/or the TV room.

## **14. SWIMMING POOL RULES**

Members have to comply with the swimming pool rules displayed at the pool area.

## **15. CAMPING**

- 15.1. Members and guests are only permitted to camp on the designated sites. It is prohibited to camp on the grassed beachfront.

- 15.2. **Fires should be built in existing barbeques provided.** Cutting standing trees or shrubs is prohibited. Extinguish all fires once the use thereof is no longer required. An open fire must be supervised by a responsible person at all times. Do not put cans, bottles, plastic, food or rocks in the barbeque provided. Do not start campfires with gasoline/fuel. Keep flammable materials away from campfires.
- 15.3. Camping equipment cannot be left unattended for more than 24 hours.
- 15.4. Remove all personal property and put your trash in refuse containers when leaving.
- 15.5. Keep your site clean of all litter and waste. Do not throw trash, litter and foreign substances into the creek.
- 15.6. Quiet hours are from 12 midnight to 6 a.m. Turn off all music and refrain from any loud activities or noises. If a neighbour camper is disturbing you, please bring it to the attention of the Marine Club Management. Generators are strictly forbidden.
- 15.7. Within the Marine Club premises the use of fireworks or other explosives are prohibited.
- 15.8. Do not wash food, clothing, dishes or personal items, or clean fish in the bathrooms. Please use the scullery.
- 15.9. Erecting of wash lines is strictly prohibited.
- 15.10. Extension cords may not be used in the bathrooms.

## **16. PETS**

Pets are not permitted on any part of Marine Club premises at any time. Written permission from the Marine Club Management may be given for guide dogs only.

## **17. SPORTING AND SOCIAL EVENTS**

The Marine Club reserves the right to alter, amend, postpone or cancel any social sporting or any other activity associated with or in the Marine Club any time at the sole discretion of the Management.

## **18. WAKEBOARDING AND SKIING TOWS**

Members that are using the wakeboarding and water-skiing facility have to comply with the rules displayed at the pool area.

## **19. VEHICLES ON THE MARINE CLUB PREMISES**

- 19.1. Members shall use the car parks with due respect to others. Habitual misuse/abuse or disrespectful use of the car parks will result in disciplinary action by the Management.
- 19.2. The maximum acceptable speed within the Marine Club's property is 5km/hr (walking pace).
- 19.3. **No vehicles are allowed to park on the beach.**
- 19.4. All vehicles to be parked only in the marked parking areas.
- 19.5. Boat trailers are not permitted in the car park. Please return your trailer to your allotted dry berth bay after launching your vessel. Visitors are to use the allocated area for trailer parking.
- 19.6. A person not holding a driver's license is strictly forbidden to drive and tow vehicles on the Marine Club premises.

<b>20. MARINA RULES (DRY &amp; WET BERTHING)</b>
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- 20.1. **Dry berthing members are strictly prohibited to moor their vessels on the Marina.** Members requiring temporary wet berthing are to kindly contact the Marine Club Management for permission.
- 20.2. **The Slipway Marina is for temporary vessel mooring. Temporary vessel mooring is for a maximum of 15 minutes only.** Members are requested to remove their vessel once the vehicle and trailers have been parked. Members are not permitted to use the Slipway Marina overnight or for day berthing. In the case of an emergency, members are requested to contact the Marine Club Management.
- 20.3. Under no circumstances are members and guests permitted to park their vehicles or leave their vessels or trailers on the slipway. No washing of vessels, vehicles or trailers on the slipway.
- 20.4. Vessels are parked/moored at member's own risk. The Marine Club cannot accept any liability for theft, loss or any damage to the vessel or any goods and effects therein.
- 20.5. Members using the boat washing, launching and retrieving facility do so at their own risk. The Marine Club cannot accept any liability for loss or any damage to the vessel or any goods and effects therein.
- 20.6. **All common areas shall be kept clean at all times.** The storage of water sports equipment, marine parts, etc. on the common areas and behind boat bays is not permitted. All loose gear to be stored on your vessel or in a locker. Kindly contact the Marine Club should you require a locker.
- 20.7. Members shall be solely liable for the care and protection of their vessel, its fittings, accessories, contents and for

any loss or damage of any nature whatsoever to the vessel, its fittings accessories and contents.

- 20.8. It is the responsibility of the vessel owner to keep the vessel in such condition that it does not become unsightly or in the opinion of the Club Management reflect unfavorably on the appearance of the Marine Club.
- 20.9. Please respect the club's and other member's property. **No access is allowed to other member's vessels** unless authorized by the owners or by the Management of the Marine Club.
- 20.10. Members are responsible for damage they caused to any structures, piles or any property whatsoever and shall immediately notify the Marine Club Management of such damage.
- 20.11. Members shall be responsible for all damage or injury occurring to any person, vessel or any member's property, which may arise due to their negligence, actions or inactions.
- 20.12. Without prior notice the Management may at its sole discretion move a vessel to another berthing and shall not be liable in negligence or otherwise for any damage to or loss or theft of the vessel, its fittings and accessories or any goods and effects therein occurring as a result of any such move. Such move will only be done in cases requiring it for practical or safety reasons.
- 20.13. Members cannot transfer to another berthing unless prior written approval is given from the Marine Club Management.
- 20.14. Under no circumstances are members permitted to lock their trailers.
- 20.15. For emergency reasons, wet berthing members are requested to leave a spare key to their vessels at the customer service/security gate.

- 20.16. As per the United Arab Emirates' law, all vessels are required to have valid registration and to display the Coast Guard number on their vessels. Members are required to supply the Marine Club office with a copy of the vessel's registration cards. Members are also requested to mark their trailers with the Coast Guard and membership numbers.
- 20.17. All members' vessel/s must be seaworthy and have a valid annual insurance certificate. The minimum insurance requirement by the Marine Club is for third party liability. Members have to provide the Marine Club office with a copy of their insurance certificate.
- 20.18. Members are to ensure that all the required safety equipment required for registration with the Coast Guard which may encompass the following safety equipment is aboard your vessel:
- Lifejackets for every passenger
  - First aid kit
  - Lifebuoy
  - Waterproof torch and spare bulb and batteries
  - VHF radio or mobile phone
  - Distress flares
  - Anchor
  - Fire extinguisher
  - Compass
  - Navigational light (port, starboard, white)
- 20.19. Should a member permit another person to use their vessel, a member must inform the Marine Club office in writing. The Marine Club will not permit anyone other than the owner to use their vessel without prior written approval. It is the responsibility of the owner of the vessel to see that the rules of the Marine Club are clearly understood and adhered to by the person permitted to use their vessel (see by-law 4).
- 20.20. Any minor maintenance work that is required by a member for the vessel, trailer or vehicle from outside vendors must be conducted through the Marine Club office.

- 20.21. Repairs that require more than a reasonable period for execution will not be considered minor and will have to be conducted offsite.
- 20.22. Dry-docking is available only from Sundays to Thursdays. It is not available on public and/or religious holidays. The Member shall be solely liable for his/her vessel when using this facility. The Member has to have written permission from Marine Club Management and has to organize his/her own crane at his/her own expense. A daily fee will be charged for this facility.
- 20.23. No petrol, diesel or septic tank waste is to be pumped or dumped into the marina area.
- 20.24. Crab cages and fishing from the Marina is not permitted.

## **21. SAFETY ON THE WATER**

- 21.1. It is the skipper's responsibility to ensure safety. At all times keep a good lookout for other boats, swimmers, kayaks, water-skiers or hazards and obstacles.
- 21.2. No skiing or wakeboarding starts or drop offs will be allowed from the beach at the Marine Club.
- 21.3. The use of jet bikes/wet bikes in front of the clubhouse is not permitted for safety and noise reasons.
- 21.4. Boat Speed in the "No Wake Zone" (Marina area and the beach area) is restricted to 3 knots (see diagram on the notice board or at the customer service/security gate).

## **22. DRIVING IN THE CHANNEL**

- 22.1. Boats must remain at least 100 meters from the Gulf Craft Factory and all marinas/shoreline areas.



- 22.2. Avoid continuous wakeboarding/water skiing in one area as this leads to the creation of waves that causes vessels to rock and bang against their marinas.
- 22.3. Boats are to operate in the channel in an anti-clockwise direction passing Port to Port.

### **23. COMMERCIAL ACTIVITIES**

- 23.1. No commercial activities on the club premises will be tolerated without prior written approval from the Marine Club Management. The Club Management is authorized to immediately expel such members and/or member's guests from the Marine Club premises.
- 23.2. A sales commission is payable to the Marine Club, if the Marine Club sells the member's vessel/boat. The commission will be mutually agreed upon in writing between the seller and the Marine Club prior to the sale of the vessel.

**30<sup>th</sup> June 2011**