

## **BY-LAWS FOR THE CLUB'S MARINA AND MOORINGS**

Use of the Club's Marina and Moorings is subject to the following By-Laws that may be amended as required. In these By-Laws "Berth" includes a marina berth or mooring.

### **Eligibility**

1. Berths on the Club's marina and moorings are available to Full Adult, Senior and Life members only who shall maintain current membership of the Club for the period a berth is allocated to them.
2. Berths are not transferable.

### **Availability**

3. A waiting list of members requiring a berth is maintained by the Marina Manager from whom an application form may be obtained. The Club applies the following priority to the application of berths:
  - i. Members who have provided significant financial support or services to the Club
  - ii. Marina Pre Paid (10 year) Applicants
  - iii. Current Marina Berth Occupier
  - iv. Current Club Mooring Occupier
  - v. General Wait List
  - vi. New Applicants
4. Additionally in allocating vacancies the Club applies a preference to vessel type:
  - i. Prime preference to yachts of appropriate size to berth available.
  - ii. Preference to yachts engaged in the Club's sailing programs (racing or cruising)
  - iii. Power Boats on an exception basis - based on involvement in Club activities, or allocation to shallow draft berths
5. The Club reserves the right to change the berth allocated to a vessel at any time.

### **General Conditions of Use**

6. All vessels using the marina and moorings do so at their owner's risk.
7. Only vessels with an allocated marina berth may enter the area bounded by the marina 'T' heads on the eastern side. Only one vessel at any one time shall use a fairway.
8. Other than dinghies being launched off the beach, no vessel may manoeuvre under sail within the area bounded by the marina 'T' heads on the eastern side and the beach on the western side. All vessels, other than dinghies being launched off the beach, shall have a serviceable motor and sailing in and out of marina berths is specifically forbidden.

9. Mooring lines shall only be installed by the Club and shall be to the occupant's account. Occupants are encouraged to use fenders in addition to the protective material on the berth fingers.
10. Boat bags may be used but any fixings shall not require intrusion to the structure of the marina and prior to installation approval of the method of installation shall be obtained from the Marina Manager.
11. All vessels on the Club's marina and moorings shall be covered by an insurance policy providing cover not less than that required for yachts participating in Club events and, if requested, provide the Club with copies of all policies and receipts for premiums.
12. Marina and mooring occupants shall not:
  - a. permit jumping to or from a vessel
  - b. permit permanent living on board;
  - c. without the consent of the Marina Manager, modify the allocated berth in anyway including affixing anything to the marina structure;
  - d. permit mooring lines to obstruct walkways or fairways;
  - e. store any sails, dinghies or equipment on the marina except whilst the vessel is participating in any scheduled race and then only on the berth fingers and in a manner that enables reasonable use of the marina by other persons;
  - f. do anything in or around the marina which, in the reasonable opinion of the Club, may be annoying, dangerous or offensive;
  - g. permit bilge or other contaminated water, effluent, fuel or oil to be discharged into the water within the boundaries of the marina;
  - h. carry out or permit to be carried out any material repairs or other material work to the vessel which could cause noise, dust or other discomfort to other persons whilst it is on the berth without first seeking the approval of the Marina Manager;
  - i. use the berth for commercial purposes including sail training and yacht charter without first seeking the approval in writing from the Marina Manager;
  - j. have goods delivered to the Club for their collection, or
  - k. permit the display on berthed vessels of advertising or sponsorship which, in the opinion of the Club, is visually obtrusive or is in conflict with the Club's objectives or those of its sponsors and supporters and the decision whether a vessel is breaching this requirement shall rest with the Club's Board of Directors whose decision shall be final.
13. It is recommended that battery chargers, dehumidifiers and other electrical equipment not be left running whilst the vessel is left unattended.
14. The Club will take reasonable steps to secure the marina against unauthorised access. This may include but not be limited to, locking the access gates outside the Club's published operating hours, video surveillance and the use of security patrols. However, the Marina Manager may impose access restrictions at anytime. Owners of vessels berthed on the marina are required to comply with any access restrictions in place and on entering or leaving the marina are ensure

that gates are locked behind them. Keys to the Marina gates are available to Owners on payment of a \$25 (refundable) deposit. The security of vessels berthed on the marina is the responsibility of the Owner.

15. The occupant of an allocated berth shall ensure that any person who they request to carry out any work on their vessel before commencing work obtains the Club's consent to work within its facilities and provide to the Club evidence satisfactory to the Club that the person has insurances acceptable to the Club and enter into such agreement(s) as the Club may require. The club maintains a list of third party suppliers and the occupant may assume that any supplier on the Club's list has the necessary insurances.
16. All garbage must be taken to the recycling bins provided for the purpose and segregated into the various categories prior to disposal.
17. Trolleys are provided for loading of goods and are to be returned immediately after use. Trolleys are not to be used to move outboard motors.
18. Power and water services are provided to vessels berthed on the marina on a 'reasonable use' basis. Owners are responsible for ensuring that their use of such services is consistent with any prevailing legislation.
19. LPG gas installations shall be turned off 'at the bottle' and battery systems shall be isolated at all times the vessel is unattended.
20. Fishing is prohibited from the Marina.
21. Sub-letting of allocated berths or moorings is not permitted at any time. The member shall advise the Club if an allocated berth is to be vacant for more than 72 hours and the Club may place casual occupants into the berth. Notwithstanding the foregoing no vessel shall be moored in an allocated marina berth without a duly completed application form having been lodged with the Marina Manager before mooring.
22. At all times, the Marina Manager has the authority to move any casual occupant to another berth or mooring.

### **Casual Berthing**

23. From time to time temporary berthing may be available for visiting yachts and vessels.
24. No vessel with a displacement of more than 20 tonnes is permitted to moor, embark, disembark passengers or attach itself in any way to the marina structure.
25. A yacht using the temporary berthing facilities must be moored in accordance with the following:
  - a. Substantial mooring lines and springers shall be used

- b. Fenders of a type and size appropriate to the size of the vessel must be placed before the yacht approaches the marina. **(NOTE: plastic containers and tyres are not considered adequate fenders.)**
- c. When a yacht, because of special circumstances, needs to be left overnight, the owner or skipper must first obtain the consent of the Marina Manager and complete the appropriate form which may be obtained from the office or bar.
- d. All vessels must pay the required fee for an overnight stay with the exception of members who shall receive the first night free of charge.
- e. Where a yacht is left overnight on the marina on the eve of a race day and is not to be actively used on that day, IT SHALL VACATE THE MARINA BY 0900 HOURS.
- f. No vessel will be permitted to be left overnight on the beach or the boat launching ramp areas without first obtaining the consent of the Marina Manager and completing the appropriate form, which may be obtained from the office or bar.
- g. the Marina Manager has the authority to move any casual occupant to another berth or mooring.

### **Emergency Evacuation Procedure**

- 26. Occupancy of a marina berth or mooring is subject to acceptance of the Club's emergency evacuation procedure.
- 27. In the event of an emergency requiring the evacuation of one or more vessels from the marina the Club will attempt to contact the owner(s). In the event that the owner is not able to attend in a reasonable timescale the Club reserves the right to move any vessel it considers necessary to anywhere it considers appropriate to preserve the integrity of the marina and other vessels berthed on it.
- 28. The owner of a vessel in an allocated marina berth shall maintain with the Club the following:
  - a. an up to date 24/7 telephone number for the owner and preferably an owners representative also
  - b. a set of keys to the vessel sufficient to enable the vessel to be moved from the marina in the event of an emergency
  - c. an instruction sheet sufficient to enable a person unfamiliar with the vessel to find the necessary battery switches and sea cocks and move it to safe water in the event of an emergency on the marina.
- 29. All vessels on the marina shall be equipped with at least one current fire extinguisher and an anchor and ground tackle sufficient to hold the vessel in severe wind and sea conditions. Such anchor and ground tackle shall be stored ready to be deployed.

### **Fees**

- 30. A schedule of current licence fees for marina berths and moorings is available from the Club. The measure of charging will be actual length of vessel. No

discounts are applicable for shallow water berths.

31. Permanent Occupants:

A deposit of one month's licence fee is to accompany each application for a berth as a guarantee fee. This will be held through the duration of occupancy and returned on vacating the berth.

Payment is to be made monthly in advance by either Periodic Debit Authority or by direct debit to the Club's nominated bank account. As an alternative to direct debit, a standing credit card authority will be accepted subject to a 3 % service charge.

32. Casual/Temporary Berthing:

Fees for Casual/Temporary berthing of up to 10 days are to be paid in full in advance prior to occupying the allocated berth. For periods in excess of this fees are to be paid weekly in advance.

**LIMIT OF LIABILITY**

33. a. Middle Harbour Yacht Club reserves the right to remove any yacht or other vessel from the marina or mooring at the expense of the owner. Whilst all care will be taken by us and our officers, employees and agents when moving any yacht or other vessel, you shall indemnify and hold us harmless against and from all actions, suits, claims, demands, verdicts, judgments, cost and expenses legal or otherwise and of any kind arising out of this action.
- b. Damage caused by any yacht or vessel berthed or moored in a manner that contravenes any of the above by-laws shall be the responsibility of the owner, and any usage of facilities is subject to the condition that MHYC, its members, officers, board of directors, servants and agents will assume no liability or responsibility whatsoever for the safety of any yacht or vessel's equipment or dinghy whilst berthed in the marina or moored in adjoining waters and will not be liable for the consequence of any fire, theft or damage to any vessel, dinghy, equipment or any property in or on any vessel or dinghy, whether or not due to any negligence, act or omission on the part of the club or the board or any member, officer, servant or agent of the club or the board.