



## **BY LAWS : MHYC MARINA, MOORINGS and HARDSTAND**

**Updated: September 2018 (as approved by MHYC Board 19/9/18)**

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

### **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:
  - a) Members who have provided significant financial support or services to the Club
  - b) Marina Pre-paid (long term) Applicants
  - c) Marina Pre-paid (long term) Applicants
  - d) Current Marina Berth Occupier
  - e) Current Mooring Occupier
  - f) General Wait List
  - g) New Applicants

### **Applicants**

4. Additionally in allocating vacancies the Club applies a preference to vessel type:
  - a) Prime preference to yachts of appropriate size to berth available.
  - b) Preference to yachts engaged in the Club's sailing program (racing or cruising)
  - c) Power boats on an exception basis - based on involvement in Club activities, or allocation to shallow 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 or hardstand space 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, subject to approval by the Marina Manager, and applicable only to those installed after 31<sup>st</sup> August 2018 and will be charged a monthly special levy equal to 5% of the monthly berth fee, and will adjust annually with berth fee changes. Any fixings shall not require intrusion to the structure of the marina and prior approval of the method of installation shall be obtained from the Marina Manager.
11. Dry Docks may be used subject to approval by the Marina Manager and applicable only to those installed after 31<sup>st</sup> August 2018 and will be charged a monthly special levy equal to 10% of the monthly berth fee, and will adjust annually with berth fee changes. Any fixings shall not require intrusion to the structure of the marina and prior approval of the method of installation must be obtained from the Marina Manager.
12. All vessel owners on the Club's marina and moorings (casual or permanent) must provide Certificates of Currency to the Club annually, confirming the level of insurance cover and policy type, cover not less than that required for yachts participating in Club events with a minimum cover of \$10,000,000.
13. Marina and mooring occupants shall not :
  - a. permit permanent living on board;
  - b. without the consent of the Marina Manager, modify the allocated berth in anyway including affixing anything to the marina structure;
  - c. permit mooring lines to obstruct walkways or fairways;
  - d. 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;
  - e. do anything in or around the marina which, in the reasonable opinion of the Club, may be annoying, dangerous or offensive;

- f. create excessive noise. Excessive noise is an EPA offence. Any penalty incurred for such an offence will be passed on to the offending vessel owner or nominated responsible person.
  - 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, and which will not unreasonably be withheld, other than for personal safety or property damage
  - j. permit the display on berthed vessels of advertising or sponsorship or "for sale" signs (other than by on-site brokerage) 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.
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 any time. 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 to ensure that gates are locked behind them. Keys to the Marina gates or security codes are available on request. 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 such as a Marine Card to supply details that the person has acceptable insurance cover, is aware of WH&S & EPA obligations and is willing to enter into such workplace agreement(s) as the Club may require.
  16. All garbage must be taken to the recycling bins provided for that 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 or other equipment which may either soil or damage the trolleys.
  18. Gas installations shall be turned off 'at the bottle' and battery systems shall be isolated at all times the vessel is unattended.
  19. Fishing is prohibited from or within the Marina.

20. 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, and is entitled to, 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 and a mooring Agreement has been executed.

## **21. Casual Berthing**

- a. From time to time temporary berthing may be available for visiting yachts and vessels. All casual berthing must be booked in advance with the Marina Manager.
- b. 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.
- c. A yacht using the temporary berthing facilities must be moored in accordance with the following:
- i. Substantial mooring lines and springers shall be used
  - ii. 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.)**
  - iii. 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.
  - iv. All vessels must pay the required fee for an overnight stay with the exception of members who shall receive 6 nights per calendar year free of charge.
  - v. 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.
  - vi. 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.
  - vii. The Marina Manager has the authority to move any casual occupant to another berth or mooring.

## **22. Emergency Evacuation Procedure**

- a. Occupancy of a marina berth or mooring is subject to acceptance of the Club's emergency evacuation procedure.
- b. 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 nearby vessels berthed on it.
- c. The owner of a vessel in an allocated marina berth shall maintain with the Club the following:
  - i. an up to date 24/7 telephone number and email address for the owner and preferably an owners representative also
  - ii. a set of keys to the vessel sufficient to enable the vessel to be moved from the marina in the event of an emergency
  - iii. 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.
- d. 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**

23. A schedule of current license fees for marina berths and moorings and hardstand space is available from the Club. The measure of charging will be actual overall length (LOA) of vessel including extensions and over-hangs, or berth length whichever is the greater. No discounts are applicable for shallow water berths.

### **24. Permanent Occupants:**

A deposit of one month's license 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 Periodic Debit Authority to the Club's nominated bank account. As an alternative to direct debit, a standing credit card authority will be accepted subject to a service charge.

### **25. 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.

26. The Club reserves the right to amend or adjust the fees with one month's notice

27. 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 the Club 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.

28. 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, employees 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.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Vessel Owner/s: \_\_\_\_\_

Address: \_\_\_\_\_

Contact details (Mobile/s): \_\_\_\_\_

(email): \_\_\_\_\_