



**CRUISING YACHT CLUB OF SA INC**

**BY-LAWS**

**(October 2020)**

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## A. PREAMBLE

These By-Laws have been adopted by the Board in accordance with the Club's Constitution in order to provide members with a safe, equitable and enjoyable environment, which complies with current statutory and community standards. The By-Laws may be amended or added to by the Board from time to time to meet changing circumstances or standards. Members shall be responsible for complying with, as well as ensuring that any visitors or agents of that Member also comply with these By-Laws. Where these By-Laws make reference to "member", the By-Laws apply to agents or guests of the member. Visiting vessels will also be bound by these By-Laws.

## B. DEFINITIONS

**In these By-Laws unless contrary intention appears:**

- a) A "member" shall refer to all classes of members as defined in the Club Constitution
- b) "the Club" shall mean the Cruising Yacht Club of South Australia Incorporated
- c) "the General Manager" shall mean the General Manager of the Club appointed by the Board from time to time pursuant to the Constitution and Rules of the Club
- d) "Marina East" shall mean the waterways, berths, marina pontoon fingers and all supporting infrastructure including but not limited to Club premises, car park, slipping facilities and storage areas located as shown in the site plan in appendix 1
- e) "Marina West" shall mean the waterways, berths, marina pontoon fingers and all supporting infrastructure including but not limited to Club premises, car park, slipping facilities and storage areas located as shown in the site plan in appendix 2
- f) "Marina Port Vincent" shall mean the waterways, berths, marina pontoon fingers and all supporting infrastructure including but not limited to Club

premises, car park and storage areas located as shown in the site plan in appendix 3

- g) “Marina”, when used, in these By-Laws shall apply to any or all of Marina West, Marina East and Marina Port Vincent
- h) “the berth” shall mean the water alongside the marina, or the area within the boundaries of a hardstanding space which the club has granted a member a licence to occupy.

## 1. **PRIVACY**

The Cruising Yacht Club of South Australia (**CYCSA**) recognises the importance of protecting personal information, which it may be required to collect from individuals who become involved with CYCSA's activities, including its members. CYCSA commits to taking all reasonable steps to comply with the *Privacy Act 1988* (Cth) (**the Act**) and the National Privacy Principles (**NPP**) comprised within the Act to protect the privacy of personal information that it holds.

## 2. **VESSELS**

- 2.1 Members must maintain their boats, trailers/cradles in good working order and appearance and will not launch or moor a boat in a Marina that is in a dilapidated or unseaworthy condition.
- 2.2 The General Manager may request a survey if a dispute arises over the state or seaworthiness of a vessel. Any defects identified by a survey will be made good within 30 days of the member receiving the survey. The cost of the survey will be billed to the member. In the event that no defects are identified by survey, the Club will be responsible for the cost of any survey if so requested by the General Manager.
- 2.3 All vessels must be operated with due care and expertise within the Marina and members must ensure they have the appropriate experience and / or training to pilot their vessels for the conditions encountered.

- 2.4 Vessels shall be operated within the Marina, so neither the boat nor its wake causes damage or discomfort to boats berthed at the Marina and / or their occupants. A speed limit of 4 knots shall be strictly observed.
- 2.5 Small tenders and dinghies may be moved within the Marina but must be moved with caution so as to avoid obstruction or danger to any other boat.
- 2.6 Advertising is not allowed on vessels except for racing yacht sponsorship and in accordance with ISAF regulations. The short-term display of promotional signs will be allowed following approval and agreement with the General Manager.
- 2.7 The Club will provide and permit the use of For Sale signs on vessels directing potential purchasers back to the Club notice board and website. A nominal charge will apply.
- 2.8 Vessels are not permitted to operate commercially within Marina East. This includes training and charters unless under the control of the Club, or with the permission of the General Manager.
- 2.9 Commercial operations within Marina West and Port Vincent Marina may be conducted with the prior permission of the General Manager.
- 2.10 Commercial operations, including charters will be limited to a maximum of 10 persons per vessel unless prior approval has been given by the General Manager for a greater number.
- 2.11 Permission to operate commercially within the Club may be denied without explanation. Permission will include an annual licence and a fee may be payable. Adequate insurance will be requested by the Club. Failure to abide by the conditions of the licence or with any other Club rules or with the requirements of any statutory regulations may result in the immediate termination of any such licence.

**3. MARINA, WALKWAYS, PONTOON FINGERS AND HARDSTANDING BERTHS**

- 3. 1 A member shall not store supplies, materials, accessories or debris on the Marina and shall not construct thereon lockers, chests, cabinets or similar structures, except with the prior written approval of the General Manager
- 3. 2 Members shall not swim, dive or fish from the Marina without the prior approval of the General Manager.
- 3. 3 Members are not permitted to scale or gut fish within the Marina. The filleting of fish onboard moored boats within the marina is permitted provided that scaling and gutting has already occurred at sea. Cleaning and filleting of fish or crabs is not permitted on Marina pontoons.
- 3. 4 No signs shall be placed on the Marina or hardstanding area, or on boats berthed at the Marina or on the hardstanding area without the prior written approval of the General Manager.
- 3. 5 No laundry of any type shall be hung, in view, in the Marina or hardstanding areas, except short-term drying of towels and wet weather sailing gear and of boat contents that have been wet at sea.
- 3. 6 Only approved golf carts can be driven on the Marina walkways in Marina West at a speed not exceeding 7kms per hour. Permission is required to drive golf carts on the marina in Marina West. Permission may not be granted on busy days. Members wishing to use golf carts are required to be trained by the CYCSA and approved by the General Manager.
- 3. 7 Pushbikes, scooters or other ambulatory equipment should be used with care and speed limited to 7kms per hour in the Marina. People should refrain from using such devices on busy days.
- 3. 8 Persons shall not carry out major repairs or refit any boat or burn paint off a boat or use spray guns on the topsides or above the deck of a boat while that boat is moored at the Marina or on a Hardstand. A

person may carry out normal minor maintenance while the boat is in its berth. In the event that there is a dispute about the extent of maintenance being undertaken by a member on a boat, the situation should be referred to the General Manager whose decision will be final.

3. 9 Portable BBQ's shall not be used on the Marina walkways, in the hard standing area or within the car parking areas of the Club.
3. 10 Lockers in Marina East will be locked with a Club approved lock, which will have a spare key kept by the General Manager in order to gain access in the event of emergencies or for Marina maintenance requirements.
3. 11 For all vessels berthed at the Marina the owner or their agent will be required to ensure at all times that the vessel is secured to the Marina with mooring lines that are of sufficient size, quality and condition which, in the opinion of the General Manager, provide effective security for the vessel. The vessel is to be moored in a seamanlike fashion allowing for the conditions that may prevail throughout the year.
3. 12 Where mooring lines are, in the opinion of the management, of insufficient size or such poor condition that they will not adequately secure the vessel at its berth, they shall be replaced by Club staff at the owner's expense.
3. 13 Vessel owners will be given 30 days notice to effect suitable replacement of mooring lines before action is taken by the Club. However, in case of emergencies such action shall be without reference to the owner.
3. 14 Vessels are not to extend beyond the allowed marina berth tolerances. A 5% tolerance has been granted for Marina West. Marina berths in Marina East and Port Vincent have a 10% tolerance. Vessel length is determined by the distance between the boat's forward and aft points. Vessels in the hardstanding area must not extend beyond the boundaries of their berth. This includes the boat's trailer or cradle.

3. 15 Vessels are not to be moored at the main walkway in Marina East for more than 10 minutes without the permission of the General Manager

3. 16 Mooring in the slipping and boat ramp area is strictly prohibited without the permission of the General Manager or the Berth, Sales and Leasing Administrator.

3. 17 Marina Air Berths/ Docks:

Installation of an air berth can only occur with the written permission of the General Manager and the following conditions will only apply in Marina East:

3.17.1 Can only be installed in a single berth.

3.17.2 Can only be installed in berths in the Eastern Basin, north of and including A25, B17, C24, D21 and E20. Air berths are currently not permitted in 'F' row due to the nonexistence of single berths in the northern end;

3.17.3 Berth must comply with Australian Standards.

3.17.4 Must not interfere with the walkway, fingers or intrude in any area which endangers others;

3.17.5 Berth shall not be unsightly or visually impact the area;

3.17.6 The air berth/ dock must be insured with liability insurance to the minimum value of \$20,000,000 (Twenty million dollars) and a copy of the Certificate of Insurance shall be lodged with the CYCSA office; and

3.17.7 The owner of the air berth is responsible for the upkeep and maintenance of the unit.

Failure to abide by the rules can result in the General Manager requiring the removal of the unit from the Marina.

**4. SLIP**

Members are to refer to separate rules and regulations that govern the operation and use of the slipway and work apron. These rules cover but are not limited to the preparation of the vessel prior to slipping, responsibilities and liabilities, booking, hours of operation, environmental issues, permitted works and rules governing spray painting and repairs.

**5. TEMPORARY BERTHING AT MARINA PONTOONS**

The Marina has pontoon areas not designated as berths where members may moor their vessel under the following circumstances:

- 5.1 In an emergency that precludes the Member from safely mooring in their leased berth.
- 5.2 While awaiting slipping services (F pontoon only).
- 5.3 After receiving slipping services and while preparing to exit the marina (F pontoon only).
- 5.4 All temporary mooring other than in an emergency is subject to control by the General Manager or the Berth, Sales & Leasing Administrator. In general, temporary mooring should be for periods of no more than three hours per day unless approved by the General Manager or Berth, Sales & Leasing Administrator.
- 5.5 Members who undertake temporary mooring should do so in a manner which allows adequate safe passage for any other vessel in the Marina. This applies in particular to temporary mooring on the 'E' finger pontoon in Marina East.
- 5.6 Visiting vessels are to report to the CYCSA office at North Haven or to the Marina Manager in Port Vincent to arrange a suitable berth, complete a visiting vessel form and provide appropriate insurance documentation.

## 6. SAFETY AND HAZARDS

- 6.1 All vessels using shore power connected to the boat shall have a suitable electrical isolator or isolating transformer installed. Such connection is to be checked, certified and tagged by a qualified person on an annual basis.
- 6.2 Power leads shall be checked and tagged annually by a qualified person.
- 6.3 Members with noncomplying vessels will be given one week to comply and if failing to do so will have an approved device and connection installed by the Club at the member's expense.
- 6.4 No vessel shall be moored so that any part (particularly the anchor, bowsprit, davits or spinnaker pole) overhangs or obstructs any walkways.

A Member or any visitor or agent who is on any boat or in the Marina or Club grounds with a member (or with the consent or authority of a Member) shall forthwith give to the General Manager notice in writing of any incident resulting in any personal injury or property damage.

- 6.5 A member shall forthwith give to the General Manager notice in writing of any defect or need for repair to any Club property. A record book is kept in the Club's office and there is also facility on the Club's website to record such issues.
- 6.6 Members should be familiar with the location and use of fire hoses, extinguishers, oil spill facilities and, where provided, first aid equipment within the Marina.
- 6.7 Children under the age of 12 must be accompanied by a responsible adult when using the Marina walkways or pontoons.
- 6.9 Children under the age of 12 should be supervised (but not necessarily accompanied) by a responsible adult in all other areas of the Club. For licensed areas By-Law 13.4 takes precedence.
- 6.10 Motor vehicles shall not be driven in the car park or the hardstanding area at a speed greater than 10 kilometres per hour.

- 6.11 Members, guests and visitors are to abide by all instructions given by CYCSA staff including instructional signage posted by CYCSA Management.
- 6.12 Hazardous, dangerous, illegal, flammable, or explosive goods are not to be stored in any marina or shore locker located on CYCSA property.
- 6.13 The refuelling of vessels at the Club's crane wharf or from other areas within the Club is not permitted, however notwithstanding this the use of hand carried fuel containers, up to 20 litres, is allowed to top up fuel tanks.

## **7. CONTRACTORS**

- 7.1 Members are to refer to separate rules and regulations that govern the approval, induction and conduct of contractors that wish to operate within Club grounds and the marina area.
- 7.2 Any contractor operating within a Club premises must be approved by the Club in accordance with the requirements of item 7.1, hold a BIA Marine Card and be covered by Public Liability Insurance. Contractors operating within Club premises – regardless of location – must have a minimum of \$10 million Liability Insurance.
- 7.3 Certificates are to be provided to the Club Office annually upon request by CYC Management.
- 7.4 Keys to boats will not be issued from the Club Office to approved contractors unless the contractor's insurance certificate is held by the Club.
- 7.5 Members who (knowingly) use contractors without insurance will be liable in the event of an accident. It remains the responsibility of the member to ensure that contractors who work on a member's vessel have the appropriate insurance. Members are urged to check the Contractor's insurance, particularly if the vessel is in excess of 8 metres in length.

- 7.6 CYCSA does not, as a policy, recommend any particular Contractor, however a list of contractors that comply with the requirements of the Club and who have been inducted will be made available to members.

## **8. CONTAINERS**

- 8.1 The Board of Directors have resolved that hardstand berths 126, 127, 128 and 129 are available for Senior Members of the Club to purchase for the purpose of locating containers on the berths for the storage of boat related equipment.
- 8.2 The following conditions apply for containers:
- 8.2.1 Containers are to be located in hardstand berth numbers 126, 127, 128 and 129. These hardstands can be purchased or leased.
  - 8.2.2 Containers are not to be permanently affixed to the berth and the bearing method and maintenance to be agreed by the General Manager.
  - 8.2.3 Containers are to be painted green and are to be maintained in pristine condition.
  - 8.2.4 No advertising or signage of any kind is permitted on the container.
  - 8.2.5 All material is to be retained in the container.
  - 8.2.6 Owners are not permitted to use the facility for commercial use – personal use only.
  - 8.2.7 Containers are to remain in the designated area and are to be removed from the Club if not on sold with the berth.
  - 8.2.8 Senior Members owning another hardstand berth cannot assign the rights of that berth to any of the berth numbers 126, 127, 128 or 129. In the case of owning a container berth the owner may still own another hardstand berth.

- 8.3 Notwithstanding these provisions, it is noted that all containers are subject to a council order to be removed by February 2016. It is the responsibility of the Member to remove the container by this due date. In the event that the container is not removed by the specified date, the Club will arrange removal with the cost of such removal being charged to the Member.

## **9. INSURANCE**

- 9.1 A Member who has entered into a Marina Berth Agreement with the Club shall effect the protection and indemnity insurance policy required by such agreement in the joint names of such Member, the Club and such other person or persons (if any) as shall have an interest in the boat insured pursuant to such policy and such policy shall contain a cross liability clause allowing each party comprising the Insured under such policy to claim as if that party were the only person named therein as the Insured.
- 9.2 In the event of a Member failing to insure any boat moored at the Member's berth in accordance with the Marina Berth Agreement and with sub-clause (9.1) of this By-Law, the Club may insure such boat for the ensuing twelve months. The cost of such insurance shall be a debt due by the Member to the Club and shall be payable on demand.

## **10. ENVIRONMENT**

Members are strongly advised to be familiar with the relevant aspects of the Environmental Protection Act (1993).

### **10.1. Waste:**

- 10.1.1 A person shall not discharge or deposit into a berth, waterway or the marina any refuse, oil, contaminated bilge water, fuel, sewage effluent, grey water, flammable liquids, refuse of any kind from either the Marina or from a vessel

10.1.2 All refuse, oil, oily bilge water and flammable liquids shall be deposited in the receptacles supplied for that purpose by the Club.

10.1.3 All waste will be disposed of in waste receptacles provided by the Club and where available, all appropriate waste shall be recycled.

**10.2 Noise:**

10.2.1 A Member shall not operate any engine, generator, radio, television set or play any musical instrument so as to disturb any other members, visitors or neighbouring residents.

10.2.2 A member shall not make any disturbing or irritating noise so as to interfere with or disturb any other person, member, visitor or neighbouring residents.

10.2.3 Notwithstanding the above, members shall give due consideration to minimising noise from any source after midnight and before 0700am on any day in the Marina or on Club grounds.

**10.3 Water:**

10.3.1 Members will comply with any state or local water restrictions that may be in existence from time to time.

10.3.2 Contractors or members with exemptions to any restrictions that may apply should display the relevant exemption licence when using water outside of restricted use.

**10.4 Vessel cleaning and antifouling:**

10.4.1 While in a berth, Members will comply with these By-Laws and any other relevant statutory regulations.

- 10.4.2 Below waterline in water cleaning that results in the removal of applied surface coating material (eg antifoulant) is prohibited by the EPA under current legislation. Under certain circumstances, soft cloth cleaning of racing yachts, to remove minor build-up of slime and dirt, may be acceptable, however prior permission must be obtained from the General Manager or Berth, Sales & Leasing Administrator on each occasion.
- 10.4.3 While in the approved area near the slip a boat may be hosed off using the Club gurney and can be sanded and antifouled by hand. Spray painting, including spray painting of antifouling is subject to the additional rules for the Slip as described in By Law 4.1.

**10.5 High pressure water cleaning (aka using the 'gurney'):**

- 10.5.1 The high-pressure water cleaner is owned by the CYCSA and is available to members and contractors that pay a fee for its use. A schedule of fees is available from the CYCSA office.
- 10.5.2 The high-pressure water cleaner is for the cleaning of vessels and associated trailers/ cradles. Permission is to be gained from the General Manager (or his/ her appointed representative) or the Berth, Sales & Leasing Administrator for any other use.
- 10.5.3 High pressure water cleaning may only be carried out on the Slipway apron and approaches to the launching ramp. Use of the unit outside of this area requires the approval of the General Manager (or his/ her appointed representative) or the Berth, Sales & Leasing Administrator .
- 10.5.4 When operating (particularly when removing marine growth and antifoulants) care needs to be taken to ensure that neighbouring property is not adversely affected. It is strongly recommended that consideration be given to the strength and

direction of the wind prior to and during use of the high-pressure water cleaner to minimise mess and damage. Contractors and members using the high pressure water cleaner are fully responsible for any damage and clean-up that may be required and in some cases the operator of this equipment may be liable to pay clean-up costs if felt warranted by the General Manager (or his/ her appointed representative) or the Berth, Sales & Leasing Administrator.

10.5.5 Operators of the high-pressure water cleaner use it at their own risk. Operators are to ensure that they have adequate Items of personal protection, including eye and ear protection. Items of personal protection are not supplied with this unit.

10.5.6 Operators of the high-pressure water cleaner are responsible to make sure that the area is left clean. Any mess, particularly marine growth and antifoulants are to be collected and disposed of appropriately by the operator. Operators may be liable for clean-up costs if they fail to comply with this requirement.

10.5.7 The high-pressure water cleaner must be stored in the nearby slipway shed when not in use.

10.5.8 The General Manager (or his/ her appointed representative) or the Berth, Sales & Leasing Administrator may instruct that the use of the high-pressure water cleaner is to cease at any time during its operation for the protection of property and also for the safety and comfort of others.

## **10.6 Spray Painting:**

NOTE: It is the aim of CYCSA management to minimize all forms of spray painting on site. Contractors and members are requested and encouraged to apply paint by brush or roller. No member or contractor shall undertake spray

painting within the confines of the Club without the permission of the General Manager (or his/ her appointed representative).

- 10.6.1 Spray painting may only be carried out on the Slipway apron and approaches to the launching ramp
- 10.6.2 Spray painting may only be carried out when the wind is from the south or southwest at no more than 5 knots
- 10.6.3 Except for minor touch up work only anti-fouling paint may be sprayed
- 10.6.4 Except for minor touch up work only airless spray equipment may be used
- 10.6.5 Any person spray painting shall create an exclusion zone 6 metres from the vessel being sprayed using signed bollards provided by CYCSA. The exclusion zone must be clean prior to spray painting and all non-essential hazardous materials must be removed. There is to be no smoking in this area and a person within the exclusion zone must not light or introduce any source of ignition or start or set in motion the engine of any plant.
- 10.6.6 All personnel working inside the exclusion zone shall wear appropriate respirators. Full face and half face respirators that rely on facial fit are not acceptable if the operator has facial hair. Operators who have facial hair shall use either powered air purifying respirators (PAPR) or air supply type respirators in accordance with OHS&W Regulations 1995 Personal Protection 2.12.2 Use of Air Supplied Respiratory Equipment and AS/NZ 1716
- 10.6.7 No spray painting shall take place at weekends/public holidays or on special Club activity days

10.6.8 The General Manager (or his/ her appointed representative) may instruct that spray painting cease at any time.

## **11. PETS**

11.1 No member shall bring any animal into the Club buildings, bistro, patio, area, ceremony area or licensed areas.

Restrained dogs are permitted in the marked-out area of the northern side of the BBQ area.

11.2 Guide dogs and hearing dogs are exempt from item 11.1.

11.3 Dogs shall be kept on a lead at all times while on Club grounds or on the marina. Owners must clean up dog litter and dispose of it in waste bins.

11.4 Pets should be restrained or removed from the Club grounds or Marina in the event of excessive noise or disturbance.

## **12. RIGHTS OF APPEAL**

12.1 A Member may appeal against any finding of being in breach of the By-Laws by forwarding the appeal in writing to the General Manager within 14 days of receiving a written notification by the General Manager of the infringement.

12.2 The General Manager will forward the appeal to the Board for resolution. The Board's decision will be final.

12.3 Any request for a review of or addition to any By-Law should be forwarded in writing to the General Manager who will forward it to Board for consideration.

## **13. CLUBHOUSE, CAR PARKING AND LICENCED AREAS**

13.1 The General Manager or his delegate is responsible for ensuring that all licensed areas comply with the terms of the Club's liquor Licence.

13.2 The Licensee (General Manager) may by order serve notice on a Member or guest and preclude the person from entering or remaining on the licensed premises (including areas adjacent to the licensed

premises that are under the Licensee's control) for specified periods, but not exceeding three months.

- 13.3 Any complaint regarding inattention or improper conduct of a club employee shall be made to the General Manager or a Member of the Board. Such complaint shall be dealt with by the General Manager or the Board in a timely manner.
- 13.4 Children under the age of 14, will not be admitted to licenced areas of the Club premises except when accompanied by an adult.
- 13.5 No notice or document of any kind shall be placed in any of the Clubhouse rooms or notice boards without the permission of the General Manager.
- 13.6 Goods or services supplied to Members shall be paid for at the time of purchase. Items may be charged to the Member's account on presentation of their membership card. Members failing to present their membership card at the time of purchase may not receive the appropriate discounts to which they would otherwise be entitled.
- 13.7 All bookings for Club functions will be taken as confirmed 72 hours prior to any function. There will be no refund for non-attendance/bookings cancelled after this period.
- 13.8 Dress in the Clubhouse – Members and guests are required to observe the following guidelines for tidy dress in the Bar, Members' Lounge and Dining Room areas:

*MINIMUM DRESS WILL BE:* Walk shorts  
Shirt  
Shoes

**NOTE:** Clothing that is not acceptable includes oilskins, sailing boots, overalls, work clothes, thongs, brief shorts and hats or garments that are heavily soiled or wet.

- 13.9 Notwithstanding this, any dress regulations may be displayed from time to time at the entrance to the licensed area and they are to be strictly adhered to.
- 13.10 Smoking is not permitted in the confines of any buildings within the Club grounds, the patio area, BBQ Area, waste disposal area, ceremony area and any other areas that have been designated and sign posted by the General Manager.
- 13.11 Members and guests are not permitted to leave caravans, trailers, cradles, spars or other equipment on the lawned area of Marina East, crane wharf or within any car parking area of the Club without the permission of the General Manager or Berth, Sales & Leasing Administrator.
- 13.12 Members and guests are to abide by car parking rules as per the instructional signage in various locations, including 10-minute limits in the unloading parks. Members and guests are to respect the reserved parking that has been allocated to Club officials, Life Members and Association Chairpersons.

#### **14. HARDSTANDING LAUNCHING MARINA EAST**

- 14.1 Members with vessels kept in the hardstanding area are entitled to launch at the Marina East ramp using their private vehicle. The use of the Club tractor, slip and the crane by members will only be permitted following the satisfactory completion of required training and approval by the Berth, Sales & Leasing Administrator or their nominated delegate.
- 14.2 Members launching their vessels from the ramp, slip or crane facility will do so at their own risk and must ensure that they are qualified and approved to work all equipment and launching aids safely and competently.

- 14.3 Vessels not kept in the hardstanding area of Marina East are not permitted to use the Marina East boat ramp without the permission of the General Manager.

**15. AUTHORITY OF THE GENERAL MANAGER**

The General Manager is authorised to make the final decision regarding any infringement or interpretation of these By-Laws and, where the matter is not specifically covered, the General Manager will have the absolute authority to make a determination that seeks to protect the safety of members, staff, vessels and property.

Any decision by the General Manager is subject to a right of appeal by a member in accordance with By-Law 12.

Cruising Yacht Club  
of South Australia



## Marina East

BY-LAWS appendix 1





