



HOUT BAY YACHT CLUB MARINA

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HOUT BAY YACHT CLUB (NPC)

(Registration number: 2021/546021/08)

being a non-profit company with members

("the Company"/"Association")

MOORING REGULATIONS PROMULGATED BY THE GENERAL COMMITTEE

1. Definitions:

In these regulations, unless repugnant to the context, words importing the singular shall include the plural and vice versa, words importing the masculine gender shall mean the other two genders and the following words and phrases shall have the meaning ascribed to them, viz;

- a. CLUB FACILITIES – all assets owned or rented by HBYC for use by Members and Guests (including but not limited to the Marina, Clubhouse, Function Venues, Boatyard, Craft and Equipment);
- b. COF shall mean Certificate of Fitness as required by SAMSA, SAS & HBYC
- c. COF Disc shall mean a disc issued by the HBYC office endorsed with vessel name, Reg. No. & date of expiry.
- d. CRUISING PERSON - a Person aboard a foreign registered vessel or a vessel whose last port of call was outside a 50 nautical mile radius of Hout Bay;
- e. DESIGNATED MOORING shall mean the specific mooring space allocated to the MOORING RIGHT HOLDER for the mooring of his VESSEL, including any substitution thereof in terms of Clause 9.0.
- f. GUEST – a visiting person signed into HBYC's visitors book by a Member;
- g. GUEST VESSEL - any vessel moored on the Marina not owned by a Mooring Right Holder;
- h. HBYC shall mean the Hout Bay Yacht Club NPC represented by its General Committee in office from time to time.
- i. MAJOR REFIT / HEAVY CONSTRUCTION – comprising of any one or more of the following activities: grinding, drilling or cutting of material on the walkway. Metal grinding on the marina is strictly prohibited due to rust contamination on Marina and vessels. Any welding and any repair or maintenance action deemed inappropriate by the Marina Manager or HBYC Committee acting reasonably;
- j. MARINA shall mean the walk-on marina structures and the access bridge. The MARINA shall be managed by the CLUB who may appoint a MARINA MANAGER to oversee the day-to-day operations of the MARINA.
- k. MARINA MANAGER - the person employed by HBYC who reports to the Vice-Commodore Operations and is tasked with managing the Marina operations on a day to day basis marina@hbyc.co.za
- l. MARINA REGULATIONS– means the Regulations set out herein, as amended and adopted from time to time by ordinary resolution of the Members;

- m. MEMBER shall mean a Temporary, Ordinary or Life Member of HBYC, provided that nothing herein shall be construed as prohibiting HBYC in the exercise of its reasonable discretion of including any other class of member.
- n. MOORING RIGHTS AGREEMENT – the formal document to be signed by Mooring Right Holders upon the purchase of rights over a designated mooring;
- o. MOORING RIGHT HOLDER may be an individual, a Closed Corporation or a Company. A company or closed corporation shall nominate one duly authorised natural person to conduct all of the aforementioned legal persons affairs, of whatsoever nature, with the CLUB.
- p. MOORING RIGHT LEVIES – the fees in force from time to time as determined by the committee, payable by the mooring right owner, which fee shall include such amounts as the committee may decide to cover, inter alia, employment costs, maintenance costs of the marina and insurance premiums. The fees will be published annually by the marina office.
- q. REFURBISHMENT LEVY shall mean the fee in force from time to time as determined by HBYC payable by the MOORING RIGHT HOLDER. This fee shall cover any required refurbishment of the MARINA due to its deterioration over time due to the harsh marine environment in which the MARINA is located.
- r. SPECIAL LEVY shall mean the fee determined by the CLUB from time to time payable by the MOORING RIGHT HOLDER, which fee shall include any extraordinary expenses not covered by the MARINA MAINTENANCE LEVY.
- s. STATE shall mean the Government of South Africa represented by the Department of Public Works, Sea Fisheries or Dept of Environmental Affairs or its successors in title with whom HBYC has an agreement regarding the MOORING AREA.
- t. STAY ABOARD – any person staying overnight on any vessel moored on the Marina.
- u. SAMSA shall mean South African Maritime & Safety Association
- v. SAS shall mean South African Sailing

2. General Principles:

- a. The primary purpose of these Regulations is to ensure the right and safety of every Member and Guest to take advantage of the Club facilities, whilst respecting the rights of all other Members, Guests and the community within which the Club operates.
- b. The marina situated at HBYC is managed and controlled by the Marina Manager.
- c. A copy of these MOORING REGULATIONS will be displayed on the Marina Notice Board and a copy sent to each Marina Right Holder, and other occupants of the Marina (Mooring Renters and Guest Vessels).
- d. Where these Rules are inconsistent with matters addressed in the Mooring Rights Agreement, the provisions of the Mooring Rights Agreement shall take precedence.
- e. These Regulations are binding and are to be followed by all Members and their Guests in relation to the access, usage and/or attendance at the Club or making use of the Club facilities.

3. Mooring Right Holdings

- a. Only club members may be mooring right holders
- b. Mooring rights holders must sign a Mooring Rights Agreement upon purchase of a mooring right, in terms of which an annual mooring rights levy will be

- charged.
- c. Mooring rights levies and Harbour dues are charged annually in advance on 1 February and must be settled before 31 March each year.
- d. Copies of signed Mooring rights agreements are to be lodged with the HBYC office
- e. If a Mooring Right Holder commits a breach of these regulations or a breach of the terms of their Mooring Rights Agreement, and fails to remedy such breach to the satisfaction of the HBYC Committee within twenty one (21) days after due written notice has been given to him/her calling upon him/her to do so

4. Right of Admission and Arrival of Vessels

- a. Hout Bay Yacht Club Marina is a Private Marina and reserves the right of admission to the Marina.
- b. HBYC members in good standing are supplied with an access disc or card to operate the electronic releases of the gates restricting access at the main entrance, main marina and ablution block. Such access devices are not transferable, and breaches will be regarded in a serious light. Membership cards must be produced on request.
- c. Access applicable to HBYC premises for Day Visitors, Temporary Members, Reciprocity Visitors, On Site Contractors, Outside Contractors, and the use of such premises for access are stipulated in this document.
- d. Members must sign in their Guests /Contractors in the Visitors Book located at the entrance to the Marina.
- e. Members are responsible for their Guests /Contractors behaviour while visiting the Club facilities.
- f. Members and their Guests, Contractors shall behave in a manner which respects the rights of others, without exception.
- g. Boats must not exceed the size and specifications as determined by the Marina Manager or General Committee (Max L O A 54' / 16.5m).
- h. Boat owners/skippers **MUST** complete the **HBYC Marina Arrival Form:**
 - i. Part 1 - immediately upon arrival (this form is available at the Marina Security Office or Marina Managers office when completing the **SIGN IN BOOK** or from the Club bar staff when obtaining an access card; please place the completed form in the file provided).
 - ii. Parts 2 & 3 within 72 hours of arrival (these forms accompany Part 1, please hand it to the Marina Manager; together with the Skipper's Ticket, the Boat's Registration Papers and Certificate of Fitness (CoF).
SA Visitors must give copies of their SA ID and Foreign Visitors a copy of their passports to the Marina Manager for filing.
- i. All owners/skippers of boats **MUST** be Members of the HBYC, or be Members of a Club that enjoys reciprocity with the HBYC or take out Temporary Membership for the period that the boat for which they are designated as the responsible person is berthed on the Marina. Reciprocity benefits will vary from club to club as determined from time to time.
- j. Similarly, any crew members staying aboard **MUST** be Members of the HBYC, or be Members of a Club that enjoys reciprocity with the HBYC or take out Temporary Membership for the duration of their stay on the Marina.

5. Rental of Moorings and Service Fees

- a. A standard marina rental agreement must be entered into between any tenant berthing 30 days or longer and the HBYC controlled by the Marina Manager. Copies to be lodged with HBYC Office.
- b. Requirements for mooring a vessel are detailed in the rental agreements.
- c. A refundable rental deposit equivalent to a month's rental will be payable to HBYC upon signature of the rental agreement for rentals of a month or longer. Deposits will be refunded upon departure of the tenant vessel after deduction of any amounts owing to HBYC.
- d. Rental income received will be managed in accordance with the Rental Pool Fund as set out in the Mooring Rights Agreements
- e. No Rental agreement may be negotiated directly between Marina Rights Holders and prospective tenants.
- f. A services fee will be charged for Stay-aboards covering use of electricity, water, ablution facilities, security, garbage removal, cleaning and maintenance.
- g. Vessels renting a berth, who have an electrical shore power connection to the vessel, shall be charged the service fee as per (f.)
- h. HBYC Service Fees and Mooring Rentals must be paid WEEKLY / MONTHLY IN ADVANCE on or before the due date; being by the seventh of the following month.
- i. Where fees are SEVEN (7) DAYS in arrears the owner of the boat or his delegated skipper will be asked to remove the boat from the Marina.

6. Keelboat Sponsorship Fund

- a. This fund was created on the inception of the rental pool for the express purpose of serving, encouraging and promoting boating at HBYC
- b. The following allocations would be typical of the fund: Racing buoy maintenance, maintenance of the marina barge or mark laying vessels, contributions to sailing events, activities aimed at increasing boating participation
- c. Transfers to the fund are made as a % of the rental pool to be decided by the committee on an annual basis (limited to 15%)
- d. Allocations from the fund will be made against budgets approved by the committee
- e. The Vice Commodore - Water sports will include information on allocations from the fund and related impact on its objectives in their annual report to members

7. Use of Marina Moorings

- a. The use and allocation of moorings is stipulated in the HBYC Mooring Right Agreement or HBYC Rental Agreement. This section draws attention to the key requirements stipulated therein
- b. Marina owners' boats may NOT be unplugged or plugged into any shore power pedestal without assistance from HBYC Marina staff. Please consult the Marina Manager before connecting any boat.
- c. In the interest of safety:
 - i. NO joints are allowed in the cables between the electrical boxes and vessels, and are to be secured so leads do not lay underwater
 - ii. Cables must be neatly run either parallel to, or at right angles to the spines and shall be secured with cable straps (or similar) to keep them in place. The Marina Manager will disconnect any damaged, joined or untidy cables and there shall be no recourse

- to the Club or any member of the committee for any consequent damage or loss suffered.
- iii. The Marina Manager or Staff must be contacted to unlock electrical boxes for access and levy of applicable tariffs.
 - d. Electrical boxes with standard supply of 10 amps / 230 volts / 50Hz and 3 pin round electrical sockets with a 6 o'clock earth are distributed along the marina spines. Only one socket connection per Vessel is allowed. If there are insufficient outlets for every mooring, these shall be allocated on a first come, first served basis with Marina Owners having preference over Renters. Cables between electrical sockets and vessels to be supplied by the vessel's owner / representative
 - e. The Marina walkways (main spines) must be kept clear at all times. Vessels with extended Bowsprits must keep the bowsprits clear of the walkway with minimal overhang.
 - f. An unobstructed path shall be maintained on the "fingers" at all times.
 - g. No items (including but not limited to e.g. bicycles, construction materials, dinghies, power tools, outboard motors, fuel canisters, junk and the like) to be stored on fingers or walkways.
 - h. A finger located storage box is permitted for berth owners only. The box is not to exceed 1.5m length by .8m wide x .8m high and have a max mass not more than 120 Kgs for correct buoyancy of fingers .A watertight hinged secured lid is required .The centre finger walkway is to be fully unrestricted.
 - i. 4x Fenders are required; at least two; on the side between you and 2 on the adjacent boat or open berth side.
 - j. Any boat incorrectly or insufficiently tied up will be tied up by the Club representative at a cost determined by the rate card that may change from time to time.
The attached diagram; which forms part of these Bye-Laws, shows the HBVC MARINA MINIMUM VESSEL MOORING LINES REQUIREMENTS.
 - k. NO construction work may be done on the MARINA walkways or fingers.
 - i. External fibre glassing grinding , spray painting, steel grinding, welding or any other work that could potentially damage other vessels or pollute the harbour water is not permitted.
 - ii. Assembling or dismantling of engines on the fingers or walkways is not allowed.
 - iii. Light maintenance work may be allowed at the discretion of the MARINA MANAGER but must be restricted to the vessel or finger only. It is requested that any Light maintenance work be ratified with the Marina Manager prior to commencement.
 - iv. Any cleaning up necessary to be done by Marina staff will be charged at the rate card per hour. Any such works found non complying shall immediately be stopped when instructed to do so by the MARINA MANAGER.
 - l. Washing to be done on a low-key basis; only small items to be discreetly hung out; no higher than the top lifeline. No washing to be visible over weekends and public holidays.
 - m. Music, etc. should not be obtrusive to others.

8. Departure of Vessels

- a. The owner / skipper of a vessel occupying a mooring shall give written notice to

- the Marina Manager at least 24 hours before vacating the mooring for any period exceeding 3 days during which time the mooring will be vacant and such notice shall include the intended date of return.
- b. Prior to departure of a vessel from the Marina, the owner / skipper shall have paid any and all amounts due and owing to the Club, including any taxes.
 - c. All skippers must sign out their vessels on the provided at the security gate and sign them back in again on return.
 - d. All Skippers must sign IN and OUT at the HBYC Skippers register book at the Security office with details entered as per book.
 - e. No vessel owner who is a member of the HBYC (berth owner or tenant) may berth or moor their vessel within the harbour, outside of the designated Marina, without a permit/permission and payment of fees to the Department of Forestry, Fisheries and the Environment (DFFE) under the Marine Living Resource Act (18 of 1998) and regulations contained under GNR 1111 of 2 September 1998.
 - f. The key contact person in Hout bay Harbour in this regard is Pumla Feni Gela on 078 848 0408 (PFeniGela@dffe.gov.za)
 - g. Failure to comply with the regulations or any instruction by a fishery control officer is a criminal offence.

9. Safety at Sea

- a. The onus will always rest upon the skipper of any craft wishing to go to sea, to judge his competence in relation to the vessel concerned and the conditions prevailing at any particular time.
- b. Should an owner or skipper not be suitably qualified, he shall appoint a suitably qualified person to take responsibility for the handling of his vessel when going to sea.
- c. Safety Committee
 - i. The General Committee shall appoint suitably qualified Safety Person(s) who shall be entitled to inspect every vessel making use of club facilities at any reasonable time. They shall work in conjunction with SAMSA and SAS in inspecting vessels for certification.
 - ii. This Committee shall maintain a Register of all qualified Club Skippers with details of certification.
 - iii. They shall also maintain a Register of all craft operating out of the club, detailing their last date of COF and full details of the vessel, including providing proof of ownership and insurance cover.
 - iv. This Committee (or its appointees) have the power to restrict/prevent any vessel not in possession of a current COF from launching, occupying a mooring, or going to sea.
 - v. Should any person be in wilful breach of these regulations, they shall have the power to report them to the General Committee, who may invoke their powers in terms of Clause 15 of the Club Rules and By-Laws.

10. Certificate of Fitness (COF)

- a. All vessels launching, moored, or proceeding to sea from the club facilities shall be in possession of a current COF.
- b. Certificates must be lodged with the Club Reception Office, which will issue a corresponding COF disc, stating the name or registration number of the vessel and the date of expiry of the current COF.
- c. This disc must be visibly displayed on the starboard side of the vessel.

11. General Safety and Pollution Control

- a. No open fires will be permitted in the Marina under any circumstance (Excluding

- the Bridge Deck). Barbeques on vessels must have minimal smoke and be attended to at all times.
- b. Fuel may only be transported over club property or the marina in regulation, tightly sealed containers. No emptying of black-water tanks into the harbour shall be allowed under any circumstances. Failure to abide by this rule will attract a minimum fine of R5000.
 - c. Oil and equivalent waste to be placed in containers provided for this purpose in the Club Boat yard and shall not be deposited in the garbage bins provided on the Marina.
 - d. No Polluted liquids or solids black water, fuels or oils may be discharged into the sea in the marina area. Failure to abide by this rule will attract a minimum fine of R5000.
 - e. All refit / repairs garbage is to be removed from the marina and NOT placed in the marina rubbish bins as they are not intended for this use. It is the responsibility of the vessel owner / contractor to remove all this type of refuse off the marina and dispose of it at his /her cost. Non compliance will result in a removal fee as per rate card.
 - f. No form of garbage may be dumped into the water or on the club premises.
 - g. The Marina is subject to frequent South Easterly and infrequent Easterly gales with wind speeds exceeding 100 knots. Owners / skippers shall ensure that the vessels under their control are securely tied with lines that are in good condition, correct thickness and anti chafe protectors and have at least 2 fenders per side. As per Diagram
 - h. There shall be no cleaning of fish anywhere within the HBYC or Marina areas of control.
 - i. No commercial fish catches may be off-loaded on club premises.
 - j. When off-loading fish from boats and loading up on vehicles, fishing members must ensure that all traces of blood and debris are removed and washed from the docks, pathways, slipway, and trolleys.

12. Visitors / Emergency Dock

- a. There is a section of the marina owned by the HBYC and reserved for the use of visiting yachts passing along our coast who if cannot get to their assigned berth or need to use a berth in an emergency. Mooring fees will be charged according to the current tariff. Visitors using this berth will be requested to move off to the assigned berth in due course.

13. Staying aboard

- a. HBYC only allows Staying aboard on the Marina as set out by the SA Government Public Works and Sea Fisheries-by-law dated 9 February 1998 document 4193051
- b. No person may permanently live aboard a vessel.
- c. Local and International Visitors
 - i. Cruising Vessels and/or Holidaying yacht persons can stay up to a maximum of 3 months from the day they arrive at the HBYC Marina and sign an Arrivals Form, provided the vessel on which they are staying has a valid Certificate of Fitness (COF) for the duration of their stay.
 - ii. 72 hour visitors are allowed on these vessels provided there is a written request (or via email) to the Marina Manager
 - iii. Pets are not encouraged. If Pets are found fouling the walkways of the Marina there will be a spot fine of R1000. After 3 fouling incidents, the owner will be requested to remove the pet off the Marina. Failing the removal, further consequences may be applied.

- d. Any person who stays overnight on a vessel without the permission of the Marina Manager shall, on written notification, immediately either move ashore or remove the vessel from the Marina.
- e. The following information must be provided by all visiting vessels:
 - i. Name of Vessel
 - ii. Name of Owner (Copy of passport must be provided if a foreigner OR a SA ID copy)
 - iii. Phone number and email address
 - iv. L.O.A.
 - v. Date of Arrival
 - vi. Expected date of Departure
 - vii. Names and number of pets on board
 - viii. Type of chemical toilet (if applicable)

14. Main Slipway, Sling Lift & Hard Standing:

- a. There is a small ship's slipway in the main Harbour area which is not part of HBYC and is under the control of the Harbour Master (HM). The HM can be contacted for its use and hard standing in the Boat Yard (not part of HBYC).
- b. HBYC has a small boat yard which, depending on size and weight of vessels, can accommodate a boat. Charges will apply for both lifting and storing on the Hard. Please seek details from the HBYC Manager.

15. Small Boat Register and Parking

- a. Any small boat requiring parking on club premises in the allocated areas must be in possession of a Sticker obtained from the HBYC office and the payment of the annual parking fee.
- b. Any boat not registered will be advertised in the Club Newsletter and if not claimed, will be disposed of.

16. Tariffs, Fees and Defaults

- a. In accordance with the Club MOI the Committee shall provide and revise a list of all tariffs and fees applicable to the services available.
- b. The General Committee has undertaken to support each other in seeking to have all members pay debts by due date and in dealing with defaulters in any form. Particularly, an **unremedied default by a HBYC member in terms of any applicable rule or by-law of the HBYC** may be brought to the notice of General Committee which may then pursue the matter with that member, including possible recourse to a disciplinary process in terms of section 14 of the HBYC Rules and Bye-laws
- c. Notwithstanding the above, the following process will be auctioned for the collection of fees due to HBYC:
 - i. Invoices issued in February of each calendar year for annual Marina levies, Harbour dues and Club Fees shall be payable using the following process and consequences:
 - 1. Shall be payable by the end of March each year at a discounted rate (outlined in the invoice)
 - 2. Payment at the standard annual fee rate to be payable by end of April each year
 - 3. Failing the payment of fees by due dates as described above will invoke that the member shall not be in good standing and shall cease to be a member of HBYC. The access card or other biometric access system will be revoked. Marina owners that fail to settle their account on time will also be requested to leave the Marina or their vessel will be moved at their cost of handling and

removal. HBYC personnel shall not be responsible nor liable of any damage that may be caused during the vessel removal off the Marina. Costs of removal shall be for the owner's account.

4. Extraneous circumstances shall be considered and must be presented in written format initially to the Marina Manager if it is a Marina fees issue and/or to the Club Manager for Club related fees. If necessary, the final decision of special circumstances remains with the General Committee.

17. Catastrophe Fund Provision

- a. This Provision has been created to cover repairs to the marina and marina assets in excess of insurance in the event of an extreme weather event
- b. Transfers to the fund are made as a % of the rental pool distributions of rental earned on marina owned moorings, as decided by the committee on an annual basis
- c. Allocations from the fund will be made against budgets approved by the committee
- d. The Vice Commodore - Operations will include information on allocations from the fund and related impact on its objectives in their annual report to members

18. Disaster Management

- a. HBYC will ordinarily abide by Government Disaster Management Protocols and will advise members accordingly when these are implemented.

19. Required Forms and Agreements:

- a. Marina Rights Agreement
- b. Marina Rental Agreement
- c. Arrivals/Departure Form

20. Enforcement

- a. All Members and Guests using the marina are subject to these Regulations that govern the day to day operation of the Marina Facilities.
- b. The Club Committee, through the Marina Manager, shall enforce compliance to these Regulations at all times with no exception, and shall have the necessary powers to do so.
- c. The following procedure shall be followed regarding violation of the Marina Regulations:
 - i. Certain violations attract fines which will be levied on the Members' account.
 - ii. First violation: Verbal warning issued by any of the Club committee members or the applicable employee to the transgressing Member (including if the transgression was committed by that Member's guest or Contractor). The date and time of the transgression and of the verbal warning will be recorded.
 - iii. Second violation: Written warning issued by any of the Club committee members to the transgressing Member (including if the transgression was committed by that Member's guest or contractor). The date and time of the transgression and of the verbal warning will be recorded.
 - iv. Third violation: This is grounds for issuing the Member with notice of termination of his / her membership. The Club committee will review the case and determine appropriate action which will be advised to the Member by the commodore, verbally or in writing as the circumstances will permit.

ADDRESS:

DATED AT.....on this..... day of 2024.

1
For and behalf of the Company

2

As Witnesses

DATED AT.....on this.....day of.....

1
SKIPPER

2

As Witnesses

HBYC MARINA MINIMUM VESSEL MOORING LINES REQUIREMENTS.

Lines are to be minimum 10mm dia for vessels length 9m or less and min 12mm diameter for greater than 9m. Old Sheet lines are NOT good for tying up vessels.

