

# ***ALGOA BAY YACHT CLUB***

## **Constitution**

(Revisions as at May 2015)

### **1. NAME:**

The name of the Club shall be the “Algoa Bay Yacht Club”.

### **2. OBJECT:**

The Club shall exist to foster active interest in sailing, and provide the necessary facilities to meet this objective.

### **3. LEGAL STATUS:**

The Club shall

- 3.1. be a legal entity distinct from its individual members;
- 3.2. have a perpetual succession notwithstanding changes of membership within the Club from time to time;
- 3.3. hold property and deal with its property distinct from its members, and
- 3.4. not have as its object the acquisition of gain by the Club or by the individual members thereof.

### **4. LIABILITY OF MEMBERS:**

The property of the Club shall be solely liable for the debts of the Club and the individual members shall not be personally liable for such debts or any portion thereof. The liability of members shall at all times be strictly limited to any subscriptions or other monies that may be owing by them to the Club.

### **5. MEMBERSHIP:**

Membership shall consist of:

- 5.1. **Full Sailing Members** who shall be over the age of 18 years and who reside, work or carry out their profession or occupation, within a radius of 80km of the Clubhouse. Full Sailing Members have a voice in the affairs of the Club.
  - 5.1.1. **Full Non Sailing Members** who shall be over the age of 18 years and who reside, work or carry out their profession or occupation, within a radius of 80km of the Clubhouse. Full Non Sailing Members have a voice in the affairs of the Club.
- 5.2. **Family Members:** being the spouse of a full member and their children under the age of 18 years. Children of Family members shall become members in their own right by converting to Student, or Full membership within 12 months of reaching 18 years of age and upon payment of the appropriate subscription.
  - 5.2.1 Family members shall also include the partner of a Full member in a long term relationship of not less than two years and whose partner accepts that representation, voting rights and eligibility for office on Club committees shall be vested in and limited to the Full Member whose partner they are. Only children of the Full Member shall be included. Should the Full member resign or be removed from the membership register by default or for any other reason, the partner’s rights and privileges shall fall away. They may, however, apply for membership in their own right and this shall be at the discretion of the Executive and if accepted, the entrance fee shall be waived. The partner of the Full member shall provide a fully completed application form for record purposes. Only the Full Member, in the Family Membership, will have a voice in the affairs of the Club
- 5.3. **Student Members** who shall be bona fide students who are enrolled full time at a School, University, Technikon or training College and shall include students serving articles or apprenticeship. A student enrolled part time is not entitled to Student Membership unless he is serving articles or apprenticeship at the same time. A Student Member shall have no voice in the affairs of the Club and his/her position may be considered from time to time by the Executive Committee.

- 5.4. **Country Members** who shall be persons who otherwise qualify for Full Membership but who reside, work, or carry out their occupation outside a radius of 80km of the Clubhouse. The membership of a Country Member shall terminate if he/she changes his/her residence, place of work or area of occupation to within a radius of 80km of the Clubhouse unless within one month of such change, and subject to the fulfilment of the other requirements for Full Membership, he/she shall become a Full Member by paying the difference between the subscription applicable to Full Members and that applicable to Country Members. Only Full members may transfer to Country membership after a minimum period of one year's full membership. Country members will have a voice in the affairs of the Club
- 5.5. **Honorary Members** who shall be distinguished visitors, persons holding public office, persons who have conferred some special benefits on the Club, persons who are members of any congress, conference or other public representatives or sporting body who may be admitted to the Club as Honorary Members for such time and under such conditions as the Executive Committee may determine. Members of the Republic Parliament or Military, Naval or Air Force Officers temporarily visiting Port Elizabeth who may be admitted to the Club by the Executive Committee as Honorary Members for a period not exceeding thirty days. Honorary Members shall have no voice in the affairs of the Club.
- 5.6. **Honorary Life Members** who shall, in recognition of service to the Club, be elected to Honorary Life Membership at an Annual General Meeting of the Club on the recommendation of the Executive Committee. Honorary Life Members have a voice in the affairs of the Club.
- 5.7. **Paid Up Life Members** who have been Full members for an uninterrupted minimum period of twenty (20) years and who have paid ten years subscription fees in advance. Paid Up Life Members have a voice in the affairs of the Club.
  - 5.7.1. There will be no further members nominated.
- 5.8. **Pensioner Members** who have been Full members for a minimum period of five (5) years and who are 60 years of age and not in gainful employment. Full Members shall automatically be accorded Pensioner membership at age 65.
  - 5.8.1. Pensioner Members have a voice in the affairs of the Club
  - 5.8.2. The partner of a Pensioner member in a long term relationship of not less than two years and whose partner accepts that representation, voting rights and eligibility for office on Club committees shall be vested in and limited to the Pensioner Member whose partner they are. Should the Pensioner member resign or be removed from the membership register by default or for any other reason, the partner's rights and privileges shall fall away. They may, however, apply for membership in their own right and this shall be at the discretion of the Executive. The partner of the Pensioner member shall provide a fully completed application form for record purposes. Only the Pensioner Member, in the relationship will have a voice in the affairs of the Club
- 5.9. **Temporary Members** who may be admitted to the Club as Temporary Members for such time and under such conditions as the Executive Committee may determine. Subscriptions shall be that of a Full Member, pro rata to the proposed temporary membership period. A Temporary Member shall have no voice in the affairs of the Club and his/her position may be considered from time to time by the Executive Committee.

## 6. REGISTER OF MEMBERS:

The Club shall keep a proper register of its members.

## 7. VOTING RIGHTS AND ELIGIBILITY:

- 7.1. No members other than Honorary Life, Paid Up Life, Pensioner, Full and Country Members, in good standing shall be empowered to vote at any meeting of the Club.
- 7.2. No members other than Honorary Life, Paid Up Life, Pensioner and Full Members shall hold office on the Executive Committee.
- 7.3. Where a financial matter affects classes of members other than those with full voting rights, the Executive Committee shall have the power, but shall in no way be obliged, to permit such classes of members to vote on such matter at the meeting at which it arises.

## **8. PROPOSAL AND ELECTION OF MEMBERS:**

- 8.1. A Member wishing to propose any person for membership for the Club shall submit an official form signed by the proposer and seconder to the Club Manager. The Secretary shall then place the application on the Notice Board for a period of one month prior to the Executive Meeting at which such candidate shall be considered for membership. The proposer shall ensure that the candidate is introduced to at least three Executive Committee members during this period. Any Member shall have the right, during this period, to lodge an objection, in writing, with the Secretary. The committee shall after the said period of one month has elapsed, accept or reject the application, after having given due consideration to any objections.
- 8.2. The Secretary shall call upon the applicant to pay the applicable Subscription on submission of the application which will be refunded if the application is rejected.

## **9. SUBSCRIPTIONS AND ACCOUNTS:**

- 9.1. The Subscriptions shall be reviewed annually by the Executive, taking into consideration the well being of the club. Budget and proposed increases to be circulated prior to the AGM if 10% increase is to be exceeded. Should the recommended increase be higher than 10 percent then it must be approved by a two thirds majority of the members present and voting at a General Meeting.
- 9.2. The subscription, and any levies, as agreed upon at a Special General meeting, of each member for the ensuing year shall fall due 30 days from date of statement.
  - 9.2.1. Any Subscriptions or Levies not paid within 60 days will result in the member being suspended from the Yacht Club.
  - 9.2.2 If the amount is not paid within 90 days, it will be deemed the member has resigned.
  - 9.2.3. In cases of financial hardship, the member can contact the EXCO.
- 9.3. All accounts must be paid in full within 30 days of date of statement.
- 9.4. Accounts not paid after 45 days from date of statement will be considered to be in arrears, at which time credit privileges will be automatically withdrawn and the member will not be in good standing.
- 9.5. There are no credit facilities at the Club.
- 9.6. Members whose accounts are not paid 90 days after the date on which the debit was incurred may have their names removed from the Register of Members at the discretion of the Executive Committee.
- 9.7. A member who is not in good standing in terms of this Paragraph shall not be entitled to vote on any matter at any meeting.
- 9.8. A person wishing to become a member whose membership lapsed for whatever reason, shall be obliged to settle the previous outstanding debt to the club prior to the new application being considered.

## **10. RESIGNATION:**

The resignation of a member shall be notified in writing to the Secretary and any member resigning shall be liable for his/her subscription in respect of the year during which his/her letter of resignation is received by the Secretary.

## **11. DISCIPLINARY PROCEEDINGS:**

- 11.1 When required, a disciplinary sub-committee shall be convened which shall
  - 11.1.1 Consist of an Executive Committee member and five Full Members who are in good standing and have no disciplinary record
  - 11.1.2 have power to inquire into and decide on charges against a member where a member has committed a wilful breach of the Club's Constitution or bye-laws, or any Clause of any Agreement into which the Committee has entered with any local or Government Authority, or third party on the Club's behalf, or is guilty of improper, dishonest, unsportsmanlike, unacceptable conduct, or is guilty of any conduct prejudicial to the interests of the Club whether within or outside the Club precincts
  - 11.1.3 ensure that the member is given the opportunity to explain his or her conduct and to present evidence.
  - 11.1.4 have power to impose such penalty as they deem fit including the right to suspend, or to request a member to resign or to expel members;

- 11.1.5 have power to summarily suspend a member pending an enquiry providing that the enquiry shall take place within ten days of such suspension.
- 11.2. An appeal may be made to the Executive Committee against any decision or order made by the disciplinary sub-committee, provided that:
  - 11.2.1 a notice of appeal is lodged with the Secretary within seven days of the date of the decision or order appealed against;
  - 11.2.2 the full Executive Committee, excluding the Executive Committee member who convened the disciplinary sub-committee shall hear the appeal.
  - 11.2.3 the Executive Committee shall have the power to confirm, alter or set aside, in any manner whatever, any such decision or order.
  - 11.2.4 The Executive Committee shall have the power to refer the appeal to the Board of Trustees if it sees fit.
- 11.3 Members shall not be entitled to legal representation at any disciplinary hearing or at the appeal from its findings unless the Chairman of the tribunal concerned so rules.
- 11.4 Disciplinary records shall be expunged one year after the completion of the sanction.

## 12. TRUSTEES

- 12.1 A Board of Trustees shall be elected consisting of three members who meet the following criteria:
  - 12.1.1 They have been full sailing members for more than 10 years;
  - 12.1.2 They shall not be serving members of the Executive Committee and may not be elected to the Executive Committee during their term of office as a Trustee.
  - 12.1.3 They are active in the affairs of the club and are frequent visitors to the club.
  - 12.1.4 They have no disciplinary record.
- 12.2 The Trustees shall be elected at the Annual General Meeting of the Club for a minimum period of six years and may be re-elected.
- 12.3 In order to maintain continuity, one trustee will come up for election every two years, with the remaining two staying in office.
- 12.4 The Trustees shall be responsible for
  - 12.4.1 Monitoring the actions of the Executive Committee;
  - 12.4.2 Acting as the final arbiters in the event of disciplinary appeals;
  - 12.4.3 Serving in an advisory capacity to the Executive Committee if required;
  - 12.4.4 Overseeing the liquidation of the club in the event of its dissolution
- 12.5 The Trustees shall have the power jointly, to call a Special General Meeting of the Club in the event that they believe the Executive Committee is acting in contravention of the club's constitution, its stated objective or is acting in a manner which is detrimental to the future of the club.

## 13. EXECUTIVE COMMITTEE:

- 13.1. **Composition:** The Club shall be controlled by an Executive Committee consisting of the President, Commodore, Vice Commodore, 4 Rear Commodores, Honorary Treasurer and Honorary Secretary. All Executive Committee members shall be entitled to vote at Executive Committee meetings and the President shall have a casting vote.
- 13.2. **Meetings;** The Executive Committee shall meet at least once a month, provided that the Secretary shall call a special meeting of the Executive Committee on being requested to do so or by any two members thereof or by the President or by the Commodore.
- 13.3. **Quorum:** A quorum of members of the Executive Committee shall be four (4).
- 13.4. **Chairman:** The Commodore of the Club shall be the Chairman of the Executive Committee, provided that if the Commodore is not present at any meeting then the President shall be the Chairman, failing this the Vice Commodore Sailing.
- 13.5. **Honorary Treasurer:** The financial affairs of the Club shall be regulated by the Honorary Treasurer who will fulfil the requirements of Clause 18 of this Constitution.
- 13.6. **Honorary Secretary:** The Honorary Secretary shall keep proper minutes of all the meetings of the Executive Committee and in the absence of the Honorary Secretary, a secretary for the meeting shall be appointed by the members of the Executive Committee present from amongst their number. : The Honorary Secretary shall be responsible for the control of the Register of Members, keeping proper records of general meetings and for any other duties which may be determined by the Executive Committee from time to time.
- 13.7. **Minutes:** At each meeting of the Executive Committee, the Honorary Secretary, or in his/her absence, such other elected member referred to above, shall table the minutes of the previous meeting, which said minutes shall be signed by the Chairman of the meeting, after having been accepted as correct by

the meeting with or without amendments. A copy will be available to members on request from the Secretary.

- 13.8. **Powers:** The Executive Committee shall have the power to perform any act which may be necessary or desirable for the purpose of carrying out the object of the Club.
- 13.9. All Flag Officers shall serve for a minimum period of two years and a maximum period of four years in the same position. There-after, they may offer themselves for re-election, but not in the same office.

#### 14. MANAGEMENT:

- 14.1. **Sailing:** The sailing activities of the Club shall be regulated by a Sailing Committee consisting of 6 members comprising a Chairman, who shall be the Vice Commodore, a Flag Officer, a Sailing Secretary and 4 elected members or co-opted members.
- 14.2. **Moorings:** The shore facilities related to sailing and the moorings shall be regulated by a Rear Commodore of the Club who shall be an ABYC member and of the Algoa Bay Pleasure Craft Marina Association.
- 14.3. **Promotions:** The promotion of the club and its sailing activities with the view to increase its sailing membership shall be regulated by a Rear Commodore of the Club and four elected members or co-opted members of the club.
- 14.4. **Operations:** The general operation of the club together with the events, and functions shall be regulated by a Rear Commodore of the Club and four elected members or co-opted members of the club.
- 14.5. **Special Projects:** The maintenance, upgrading and refurbishment of the club and its premises shall be regulated by a Rear Commodore of the Club and four elected members or co-opted members of the Club.
- 14.6. **Dinghies & Community Sailing:** Dinghy sailing and community training shall be regulated by a Flag Officer of the Club who will form part of the Sailing Committee, together with a committee consisting of 4 elected members or co-opted members of the club
- 14.7. **Model Boats Sailing:** Model boat sailing shall be regulated by a Flag Officer of the Club who will form part of the Sailing Committee, together with a committee consisting of 4 elected members or co-opted members of the club.
- 14.8. **Safety at Sea:** Safety Officers, appointed annually by South African Sailing, shall be responsible for the monitoring and control of all matters related to Safety at Sea. The Chief Safety Officer shall report to the Vice Commodore Sailing.
- 14.9. **Responsibility:** The Flag Officers shall be directly responsible to the Commodore who, as Executive Officer, has final responsibility.
- 14.10. **Right of Veto:**
  - 14.10.1. Boat owners have the right to call a boat owners only meeting, as and when deemed necessary, on submission to the Secretary of a requisition signed by at least 25% of registered boat owners.
  - 14.10.2. The President shall act as Chairman at such meeting. Any decision taken by the Executive or any sub committees or at any general meeting may be vetoed by a two thirds majority of the boat owners present at that particular meeting.
  - 14.10.3. The quorum shall be 25% of registered boat owners.

#### 15. ELECTION OF COMMITTEE MEMBERS:

- 15.1. Membership of the Committees referred to in Clauses 13 and 14 shall be confined to Full Members of the Club who are, or have been, active sailing members of the Club, or who, as members of another yacht club, have been sea-going yachtsmen/women.
- 15.2. **Election:** The Committee Members of the Executive Committee, Sailing, Dinghy & Community Sailing and Functions Committees shall be elected at the Annual General Meeting of the Club.
- 15.3. **Nominations:** A nominations slate shall be provided on the noticeboard of the club, 21 days prior to the AGM, where nominations for Executive Committee and Management Committees shall be entered; nominations may also be submitted in writing to the Secretary at least seven days before the Annual General Meeting; all nominations must be proposed, seconded and accepted by the nominee in writing. The nominations slate shall be removed from the noticeboard 7 days prior to the Annual General Meeting.

- 15.4. **Vacancies:** In the event of a vacancy occurring on the Executive Committee or Management Committees, that Committee shall be empowered to co-opt a replacement to fill the vacancy for the residual period of its term of office.

## 16. ATTENDANCE AT COMMITTEE MEETINGS:

- 16.1. Each of the abovementioned Committees shall have power to co-opt a Full Member of the Club, who need not necessarily have had active sailing experience, to assist it in its business and to attend a meeting or meetings of such Committee and shall be entitled to vote at any meeting of the Committee concerned.
- 16.2. If any committee member is absent from three consecutive meetings without prior leave of absence he/she shall cease to be a member of the Committee.
- 16.3. The proceedings of any committee at a duly constituted meeting shall not be invalidated by reason of there being, at the time of such meeting, any vacancy or vacancies on the committee and notwithstanding any defect in appointment or any disqualification of any member of such committee afterwards discovered and the acts of the Executive Committee shall be valid as if such vacancy, defect or disqualification had not existed.

## 17. GENERAL MEETINGS:

### 17.1. Annual General Meeting:

17.1.1. A General Meeting of the Club shall be held in July of each year on at least ten (10) days written notice to members.

17.1.2. The Annual General Meeting shall be held for the purpose of receiving a report from the Executive Committee for the previous year together with an audited Balance Sheet and Statement of Income and Expenditure for the preceding financial year, for the election of office bearers and members to the committees of the Club and for discussion of matters under "General" as provided for in this Constitution.

### 17.2. Special General Meeting:

The Executive Committee may call a Special General Meeting at its discretion, or on a requisition signed by no fewer than five (5) percent of members entitled to vote on the Register of Members of the Club and on ten (10) days written notice to members.

### 17.3. Procedure at General Meetings:

17.3.1 **Voting:** All votes shall be taken by a written ballot.

17.3.1.1 **Debenture Holders** shall have an additional 3 votes per debenture in addition to their normal vote.

17.3.2 **Proxy Votes:** There shall be no proxy votes.

17.3.3 **Chairman:** The Chairman of the meeting shall be the President, or in his absence, the Commodore.

17.3.4 **Majority:** All matters shall be decided at an Annual General Meeting by a simple majority vote of those present and voting. The Chairman shall have a casting vote. At a Special General Meeting, matters shall be decided by a two thirds majority of the members present and voting.

17.3.5 **Adjournment:** A General Meeting may be adjourned from time to time by resolution of the members present.

17.3.6 **Quorum:** A quorum of members at any General Meeting shall be 10% of the number of members on the Register of Members entitled to vote at the time of the meeting.

## 18. FINANCE:

18.1. **Financial Year:** The financial year of the Club shall be from the 1<sup>st</sup> June to the 31<sup>st</sup> May.

18.2. **Banking Account:** A banking account shall be kept at a registered banking institution in Port Elizabeth in the name of the Club. All cheques drawn on the account of the Club shall be signed by the Honorary Treasurer or the Honorary Secretary and countersigned by such other person or persons as the Executive Committee may appoint.

18.3. **Books of Account:** The Honorary Treasurer shall keep, or cause to be kept, proper books of account reflecting the Club's financial affairs and shall draw up, or cause to be drawn up, a Statement of Income and Expenditure and Balance Sheet at the end of each month. A copy will be available to members on request, to be read in the Wardroom, but is not to leave the clubhouse.

- 18.4. **Auditor:** A member of the Club not being a member of the Executive Committee may be elected at the Annual General Meeting to act as Auditor of the Club's books and financial records. In the absence of an appointment being made at the Annual General Meeting, the Executive Committee shall have the power to appoint an Auditor for the ensuing year.
- 18.5. **Borrowing Powers:** The Executive Committee shall have the authority to borrow money on bank overdraft where no pledge of the assets of the Club is required. In addition, the Executive Committee shall have the authority to borrow money from individuals for the specific purpose of purchasing or constructing walk on moorings with no pledge of assets of the Club. The loans will be interest free and paid back at the discretion of the Club. Individuals who have made the loans will have the right to use one or more of the walk on moorings as determined by the Executive Committee with the conditions of use governed by an agreement between the Club and the individual. The agreement may change from time to time as laid down by the Executive Committee.
- 18.6. **Income and Property:** The organisation may not give any of its money or property to its members or office bearers. The only time it can do this is when it pays for work that a member or office bearer has done for the organisation. The payment must be a reasonable amount for the work that has been done.
- 18.7. Members or office bearers of the organisation do not have rights over things that belong to the organisation.

## 19. LIQUOR LICENCE:

Subject to the compliance with any law in force relating thereto, the Liquor Licence of the Club shall be applied for in the name of the Club. It shall be the duty of the Executive Committee to strictly adhere to the conditions governing such license in force from time to time. Save under written agreement approved of by the Liquor Licensing Board or such other legally competent body, no profit from the sale of liquor, by the Club, shall accrue to any individual.

## 20. VISITORS:

It shall be the privilege of members to introduce visitors to the Club as their guests, provided that

- 20.1. the guest has been signed into the Visitors Book by the introducing member;
- 20.2. no guest shall enjoy the privileges of the Club except in the company of the member introducing such a guest.
- 20.3. the introduction of such guest
  - 20.3.1. is not in conflict with any agreement entered into on the Club's behalf, by the Executive Committee, with any local or Government authority
  - 20.3.2. is not in conflict with any provisions of any law in force relating to the terms and conditions of any Liquor License which may be held by the Club.
  - 20.3.3. is not made more frequently than twice in any one calendar month, except in the case of active sailing visitors who may for a period of three months from the date of first introduction, enjoy the privilege of being a guest on any day that he or she has been actively engaged in sailing.
- 20.4. The restaurateur may sign in guests to the restaurant which will allow them temporary membership status for that time only
  - 20.4.1. A Visitors Book will at all times be kept in the restaurant
- 20.5. The senior barman, or any authorized person, may sign in guests to the bar, which will allow them temporary membership status for that time only.
  - 20.5.1. A visitors Book will at all times be kept in the bar
- 20.6. Both points 20.4 and 20.5 are conditional on the guests meeting the dress code and bye laws of the club.
- 20.7. The number of visits per month shall apply as in Clause 20.3.3 above.

## 21. MEMBERS PROPERTY:

No responsibility shall attach to the Club in respect of any loss or damage to member's property.

## 22. USE OF CLUB PREMISES:

No member may introduce, or store on the premises, anything likely to prejudice any of the Club's insurance policies, or anything specifically mentioned in any agreement with local or Government Authorities that the Executive Committee may have entered into on the Club's behalf.

**23. DISSOLUTION**

23.1 The Club may be dissolved, or merged with another club with similar purposes and objectives, only on a resolution passed by not less than two-thirds majority of members present and voting at a duly constituted general meeting of members;

23.2 On merger, the assets of the club shall accrue to the club with which the merger is affected

23.3 On dissolution, the assets of the club shall be realised by a liquidator appointed by the Trustees and the proceeds shall be disposed of in accordance with the laws applicable at the time of dissolution, and these should be to another non-profit organisation that has similar objectives

**24. ALTERATIONS TO THE CONSTITUTION:**

No alteration shall be permitted to the Constitution save as shall be approved by a two thirds majority of its members present and voting at a Special General Meeting of the Club in respect of which the proposal for the alteration of the Constitution shall have been specified in the notice of such General Meeting.

**25. BYE-LAWS:**

The Bye-laws of the Club shall be kept by the Executive Committee and updated as necessary from time to time and shall be appended to the Constitution.



# **ALGOA BAY YACHT CLUB**

## **BYE-LAWS**

(As amended October 2004)

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THE RULES hereinafter listed are intended to supplement the provisions of the Club's Constitution and to ensure that no member's rights shall be jeopardized by the unseemly behaviour of another.

Infringement of these rules will be dealt with by the Executive Committee under Clause 11 of the Constitution.

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### **1. HOUSE RULES:**

- 1.1. The Clubhouse referred to in these rules shall be deemed to include the club building and lawn frontage.
- 1.2. The Clubhouse shall be for the sole use of members of ABYC, their guests, members of clubs with which ABYC has reciprocity and members of the crews of visiting yachts.
- 1.3. The Club reserves the right of admission to the Clubhouse.
- 1.4. Members, guests and visitors shall conduct themselves in a decorous and seemly manner in the Clubhouse, marina and mooring areas at all times.
- 1.5. Only members of ABYC may sign in guests.
- 1.6. Members are asked to refer to Clause 20 of the ABYC Constitution for full details regarding signing in of guests.
- 1.7. Only members of ABYC may order over the bar.
- 1.8. Liquor purchased at the bar may only be consumed in the Clubhouse or on the marina.
- 1.9. It is not permitted to bring liquor purchased elsewhere into the Clubhouse.
- 1.10. Bar staff will, whenever they are uncertain as to a person's standing as a member, ask the person for his/her name and membership card. Members should carry their entrance "chip" at all times.
- 1.11. Children are not allowed in the Clubhouse unless accompanied by, and under the supervision of an adult, who will be responsible for such children's behaviour and ensure they behave in a controlled and seemly manner.
- 1.12. Children under the age of 18 are not permitted in the bar area. They may only sit at the tables in the company of an adult.
- 1.13. Boat repair and maintenance work shall not be carried out on the club lawn. Sails may be examined or folded and minor sail repairs undertaken on the lawn.
- 1.14. Dogs are not allowed in the upper or lower floors of the clubhouse.

### **2. DRESS CODE:**

- 2.1. Club uniform for gentlemen consists of dark grey flannels, navy blue blazer with Club badge, a white shirt and Club tie.
- 2.2. Club uniform for ladies consist of navy blue blazer with Club badge, white blouse and either grey or navy skirt.
- 2.3. Members, guests and visitors occupying the bar, lounge and balcony areas shall be properly dressed in clean, tidy clothing, including footwear at all times. The wearing of bathing attire or work overalls in these areas is not permitted. Smart casual attire is required when using the restaurant.

### **3. SAILING:**

- 3.1. All members' yachts shall be properly registered with the Port Elizabeth harbour authorities.
- 3.2. All members yachts shall have a SAS graded skipper aboard or the skipper shall have an exemption when being taken from moorings.
- 3.3. It is the skipper's responsibility to adhere to the requirements of the Port Log Book before proceeding to, and on returning from sea.

- 3.4. It is the skipper's responsibility to observe the requirements of the Harbour Authorities on entering or leaving harbour.
- 3.5. It is the owner's responsibility to maintain his or her yacht in a safe and seaworthy condition.
- 3.6. It is the skipper's responsibility to ensure that the safety equipment as required during the annual safety inspection, is aboard when proceeding to sea.
- 3.7. Club racing will be postponed in the event of a gale warning having been issued.

#### 4. GENERAL FACILITIES:

- 4.1. Members must ensure their dinghies are neatly stowed and secured. Dinghies must bear the PEYS number of name of the owner's yacht.
- 4.2. Dinghies may not be left moored to walk-on fingers or be stored on the walk-on
- 4.3. All items left in the gear shed are stored at owner's risk and it is in the members own interests to keep the shed locked at all times.
- 4.4. Members are required to keep their equipment stored in the shed tidy, and large items should bear the owner's name.
- 4.5. The mooring barge is the Club's property and except in dire emergency may not be used without prior authority from the Marina Manager.

#### 5. MARINA BERTHS:

For regulations controlling marina berths, please see the User and Sub-User agreement.

#### 6. MOORING REGULATIONS AND CONDITIONS

ABYC has been allocated a certain water area by the Port Elizabeth harbour authority, with the right to administer this area and to allocate mooring space to individual members of ABYC in this area. **This right is vested in the Executive Committee.**

The following regulations and conditions are applicable to all moorings and apply to all boat owners and prospective boat owners.

- 6.1. Boat owners must be full members of the Club and must be in good standing.
- 6.2. Mooring space may only be allocated by the Marina Manager.
- 6.3. No private arrangements regarding the allocation or loan of moorings is allowed. All mooring allocations and arrangements may only be dealt with by the Marina Manager.
- 6.4. Only mooring blocks, chains, shackles and buoys supplied by the Club may be used to moor any boat in the club waters except by special arrangements with the Marina Manager. The boat owner will bear the cost of all materials used in laying or repairing any mooring.
- 6.5. The mooring is allocated for an indefinite period and the allocation can be terminated by the Executive Committee for any of the following reasons:
  - a. The harbour authority withdraws the Club's right to the mooring area in question.
  - b. The yacht does not have a valid safety certificate and registration number (PEYS No.).
  - c. The owner ceases to be a member of the Club.
  - d. The owner is in arrears for three months with payments of any dues to the Club.
  - e. The owner sells his yacht or loses his right of ownership.
  - f. The yacht leaves the moorings for more than thirty (30) days without leave of absence having been granted by the Club.
  - g. The owner fails to abide by any of the Club's regulations relating to moorings or use of the hardstanding area.
  - h. The owner fails to ensure that his mooring is maintained in a safe condition. (Although the owner is required to ensure that the mooring is safe only the Marina Manager can replace any mooring or mooring equipment other than pennants).
- 6.6. In the event of the Club being entitled to terminate the use of any mooring 30 days notice in writing will be given the owner detailing the reason or reasons for this action.

- 6.7. Should the owner fail to vacate the mooring within the specified time the Club shall be entitled to remove the yacht from the moorings at the owner's expense and shall not be liable for any damage to the yacht provided that reasonable care has been exercised and the move has been supervised by a SAS graded skipper. Once removed from the Club's waters the yacht is subject to NPA regulations.
- 6.8. A boat owner may terminate use of any mooring on thirty days written notice to the Club.
- 6.9. Upon termination of the use of any mooring either voluntarily or due to some default by the owner, the owner shall not be entitled to any compensation for any tackle or equipment.
- 6.10. No relaxation or indulgence granted by the Executive Committee to the owner shall in any way be construed as a waiver of any of the Committee's rights in terms of these regulations nor shall it be regarded as a novation of any of the owner's liabilities or obligations hereunder.
- 6.11. Should the Marina Manager decide to change the position of any mooring the owner shall be obliged to accept such alteration and shall at his own expense move his yacht to the new mooring. Should the owner fail to do so after due notice from the Marina Manager, the Committee shall be entitled to do so at the expense and risk of the owner.
- 6.12. All moorings and mooring equipment must comply with the Club standards for moorings as laid down in the ABYC Mooring Standards for Yachts.
- 6.13. No persons may use the Club mooring barge without the prior consent of the Marina Manager.
- 6.14. The Executive Committee shall have the right to amend these rules and conditions at any time.

## **7. CONDITIONS FOR THE USE OF THE HARDSTANDING:**

- 7.1. No persons using the hard for any purpose whatsoever shall have any claim against the Club or its representatives for any damage to any yacht, other property or injury to their persons.
- 7.2. The use of the Club crane and other equipment shall be at the sole risk of the owner of the yacht involved, who will be held liable for damage to the crane or other equipment caused by excessive displacement (over 5 tons) of the yacht. In such a case, the onus of proof that the yacht's displacement is 5 tons or less shall rest with the owner.
- 7.3. No yacht shall be parked with any part of the yacht or cradle protruding over the boundary of the assigned bay. Bay boundaries shall extend at right angles to the quayside from the painted marks on the concrete to a line 3 metres from the concrete embankment adjoining the fence, other bays shall be clearly demarcated. Reasonable access to the topsides of adjoining yachts shall be preserved.
- 7.4. Bays shall be kept in a clean and tidy condition and all refuse shall be placed in the bins provided.
- 7.5. No vehicle or other equipment shall be left in a position where it obstructs reasonable access to any of the bays.
- 7.6. No yacht displacing more than 25 tons shall be permitted to use the hard.
- 7.7. Processes such as cleaning of hulls, spray painting or sandblasting shall be carried out with reasonable care and consideration for other users of the yard. Sandblasting may only be undertaken with written permission of the Club Manager.
- 7.8. Permission to use and remain on the hard shall be granted by the Club Manager, who may rescind such permission for reasonable cause at any time. Application forms are obtainable from the Club Manager.
- 7.9. The owner of a yacht shall remove it from the hard within 14 days of being required in writing by the Chairman or Club Manager to do so, failing which, the Executive Committee shall arrange for the yacht to be moved at the expense and risk of the owner.
- 7.10. The club crane shall under no circumstances be operated by any person other than those specially appointed by the Executive Committee.
- 7.11. Yacht owners shall supply their own ladders which must be in a safe condition.
- 7.12. Boats of non-members and bona fide visiting boats may be granted hard and crane facilities at the discretion of the Club Manager on the same basis as club boats except that they will not be granted any free time on the hard.

## **8. LIVING ABOARD REGULATIONS**

- 8.1. Only members of ABYC, PEDSAC, reciprocity clubs, international visitors (foreign flag) shall be allowed to live aboard.
- 8.2. Permanent Living aboard shall be defined as more than 28 consecutive days. Permission to live aboard shall be granted on receipt of written notification.
- 8.3. Permanent living aboard shall be for a maximum period of six months. Any extension will only be granted on written application.

- 8.4. All persons permanently living aboard shall be levied a monthly “live aboard” fee as laid down by the Executive Committee from time to time.
- 8.5. Mooring fees and harbour dues shall be for the owner’s own account and will not be included in the daily charge
- 8.6. All heads on “live aboard” yachts shall be sealed.
- 8.7. No pets will be allowed (international visitors shall be the only exception).
- 8.8. No drying of laundry shall be allowed above deck level.
- 8.9. Only one marina key per vessel will be issued at a deposit laid down by the Executive.
- 8.10. Marina gate shall be kept locked after sunset.
- 8.11. No form of pyrotechnics may be ignited (e.g. flares, fireworks, etc.)
- 8.12. No making of fires on board craft will be allowed.
- 8.13. Permanent live aboards will be bound by the Constitution and By-laws of ABYC and the Articles of Association of the ABPCMA.
- 8.14. All vessels shall abide by the rules laid down by the Marina Association’s By-laws.
- 8.15. The Executive Committee of ABYC shall be the controlling body and all decisions relating to living aboard shall rest with the Executive.

**HON. SECRETARY**  
**May 2015**