



KURING-GAI MOTOR YACHT CLUB

A Company Limited by Guarantee
ABN 87 000 262 290

Club BY-LAWS

1. USE OF CLUB FACILITIES

- a. Members of the Club are entitled to the use of all Club facilities, except the Clubhouse which can be hired for functions and events. NOTE: When the Clubhouse is hired, members will be advised that the lawns and top barbeques will be unavailable for use during the hiring period.
Clubhouse bookings can be made via the Club Secretary.
- b. Visitors to the Club must be accompanied by a Member who shall be responsible for their conduct. Children on KMYC property must be supervised at all times and are the sole responsibility of the parent and/or guardian. No Member is to lend his/her key to, or allow access to Club facilities to any non-member. This does not include the spouse/partner of a Member.
Club keys & fobs are and shall remain the property of KMYC.
- c. Members are expected to act with decorum and assist in the preservations of the Club property.
- d. The slipway, barbeques and outdoor picnic facilities are to be left clean and tidy after use. Club crockery and cutlery from the Founders' Lounge (the first floor members' area at the Waterfront) shall be washed and returned to the kitchen. All breakages should be made good. All rubbish shall be deposited in designated receptacles provided, taking care to use the correct recycling bins.
- e. Dogs are not permitted in the Clubhouse or Founders Lounge, and only in the grounds if on a leash and under proper control and restraint. Members attention is drawn to the regulations of NPWS that prohibit dogs within the Ku-ring-gai Chase National Park. Members should acquaint themselves with and observe these regulations. Owners must pick up their dog droppings and dispose in the garbage bins.
- f. No cooking equipment shall be used in the Clubhouse or Founders' Lounge other than that provided by the Club and installed in the kitchens.
- g. Only Members of the General and Rally Committee's are authorised to operate the amplifying equipment used in the Clubhouse and Rally Box.
- h. The sale of intoxicating liquor is not permitted on or within the Club premises, with the exception of the leased/licensed premises of the Kiosk.
- i. No person shall take away from the Club premises any articles being the property of the Club without prior permission of a Flag Officer.
- j. No notice or literature shall be displayed on the Club premises without the prior authority of a Flag Officer.
- k. Members shall not work on the Club premises for reward unless prior approval of the General Committee has been obtained. Members who are lessees/licencees or employees of lessees/licencees are exempted.
- l. Members must adhere to the following conditions when using the Founders Lounge:
 - (i) All members can use the lounge at any time before and after boating
 - (ii) Up to ten guests may be present
 - (iii) There is no exclusive use of the facility at any time
 - (iv) Members who intend to have more than 10 guests (maximum 30) can request to use the facility for a function via the Club Secretary — noting that there is no exclusive use
 - (v) Members who use the facility must clean it before leaving the facility that day.
- m. The swimming pool is for the use of members and their guests. Diving or jumping into the swimming pool is prohibited. Persons using the pool shall not interfere with the quiet enjoyment of others. Parents



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shall be responsible for the supervision of young children using the swimming pool and for seeing that family dogs are not in the pool or the pool surrounds.

- n. Ted's Tavern, the kitchen next to the Waterfront office, is for the use of members and includes a noticeboard as well as book exchange.
- o. The Coal and Candle Cottage is available for holiday rentals and bookings can be made via KMYC's managing agent, Beach Stays (www.beach-stays.com.au)

2. ACCOUNTS

- a. Members are reminded that the operation of a credit account is at the discretion of the General Committee, and is a privilege not a right.
- b. Members may purchase discounted fuel and ice along with various marine products from the Waterfront office on account. Ice purchases can be made via an honour system whereby the member unlocks the ice fridge with their membership key and records the quantity purchased on the ice dockets alongside the Marine Rescue office.
- c. **Members are required to pay their accounts on receipt in full.**
- d. Members are reminded of their obligation to pay accounts promptly and as a remedy, Article 80(a) in the Club's Constitution may be enforced when accounts are overdue.
- e. The General Committee shall be entitled to place such conditions on the opening or operation of Members' accounts as may be reasonably determined by them.
- f. Notwithstanding the wording of By-Law 2(d) above, where any member's account remains unpaid after a period of 60 days from date of invoice, the KMYC Secretary will notify the member by telephone & in writing that credit facilities on the account have been suspended.
- g. In additions to By-Law 2(e) where a member's account remains unpaid after a period of 60 days from the date of invoice, an administrative fee of \$100 per month will be charged to the account.

3. CAR PARKING

- a. Parking areas are solely for the use of Members' vehicles, which must have a club sticker displayed prominently on the vehicle. Any vehicle without a club sticker will be assumed to belong to a trespasser and may be removed at the owner's expense.

Guest's vehicles are not permitted in the parking area unless authorised by a Flag Officer and displaying a notice to that effect.
- b. Under no circumstances shall vehicles be permitted in the waterfront turning area except for the purpose of setting down or picking up persons or gear.

Subcontractors working on member's vessels or vessels on the slipway are not permitted to leave vehicles in the turning area except to load and unload equipment and materials.
- c. Apart for the spaces reserved for the lessees/licencees, the remaining spaces are for the use of Members only.



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3.1 Overflow Carpark

Definitions

“The Overflow Carpark” means the Club’s parking area entered via the eastern boom gate from Notting Lane.

“The Kiosk Licensee” means the licensee of the area of the Clubs grounds and facilities known as the Kiosk.

Use of the Overflow Carpark

- 1) The Kiosk Licensee shall be permitted to use a maximum of seven (7) car spaces in the Overflow Carpark for customers of the Kiosk subject to the following terms of use:
 - a. The carpark spaces are only to be used for a period not exceeding four (4) hours by customers of the Kiosk:
 - i. Who are attending the Kiosk to have a meal,
 - ii. Who have pre-booked a parking space by arrangement with the Kiosk Licensee,
 - iii. Who have provided the registration details of the vehicle to be parked in the pre-booked space,
 - iv. Who have agreed to pay a fee as agreed between the Kiosk Licensee and the Club for the use of the parking space, and
 - v. Who park their vehicle in a designated car park space.
 - b. The Kiosk Licensee shall keep a record all vehicles permitted to use the overflow carpark.
 - c. The Kiosk Licensee shall pay 50% of all revenue received from the use of the overflow carpark to the Club, within 14 days of receiving the same.
 - d. The Overflow Carpark is not to be used by customers of the Kiosk Licensee when the Club is holding one of the following events:
 - i. Opening Day, and
 - ii. Such other events as the General Committee may determine.
- 2) The Club’s grant of permission to the Kiosk Licensee to use the Overflow Carpark in accordance with the terms of this By-Law may be terminated by either the Club or the Kiosk Licensee giving to the other 14 days’ notice in writing or by email.
- 3) Club Members, their invitees and all other persons who use and enter upon the Overflow Carpark do so at their own risk, the Club will not accept any liability for any damage to any property or injury to any person from use or entry upon the Overflow Carpark.

4. WATERFRONT

- a. Members must not obstruct access to and on the wharf and pontoons with gear etc.
- b. The pontoon and fuel pump wharf areas are designated non smoking areas except for the work pontoon.
- c. Fishing is not permitted from the pontoon.
- d. **Pontoon**

The pontoon is divided into three sections based on the activity to ensure the pontoon best serves the club. These are for fuelling and pump-out facilities, berthing and thirdly a work area for vessel maintenance.

(1) Fuelling and Pump-out Area



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The area so marked on the northern end of the pontoon is reserved for the purpose of taking on fuel and water and for pump-out. If other vessels are waiting to fuel members should move off the pontoon as soon as possible.

(2) Berthing Area

- i. The berthing area along the pontoon between the designated fuelling and work pontoon area is reserved for embarking or disembarking persons and gear
- ii. To ensure that Members have the maximum availability of the berthing space on weekends and public holidays, no vessel shall except in the case of emergency, be permitted to lie alongside the pontoon for the purpose of embarking or disembarking persons and gear or taking on water for more than 20 minutes without prior approval of a Flag Officer. If others are waiting members should move off the pontoon as soon as possible.
- iii. The Commodore's vessel is excepted and may continually occupy the designated area on the pontoon on weekends and public holidays.

(3) Work Pontoon

The Southern end of the pontoon is the designated work area with two positions on the outside and one on the inside.

- i. Members desiring to work on their vessels should make a booking via the KMYC website for the use of the work pontoon area for the required time. Should a member, having booked the work pontoon for a full day fail to turn up by midday, that member forfeits the right to use the work pontoon on that day.
- ii. Members who have booked on the pontoon for two successive days may leave their vessel unattended overnight, however the Club accepts no responsibility.
- iii. Members cannot book the designated work pontoon areas for more than two (2) consecutive weekends at one time.
- iv. After a two (2) weekend booking Members cannot place a booking thereafter for at least two (2) weekends following the last booking.
- v. Members shall not leave sub-contractors to work on their vessels at the waterfront unless they have first obtained the approval of a Flag Officer.

All contractors working on members' vessels need to be inducted onto site by the MSMO and complete a Contractor's Compliance Agreement ahead of arriving at KMYC. 48 hours notice is required to be provided to the MSMO or Club Secretary that a contractor will be attending.
- vi. Members may wash their vessel only when moored on the work pontoon area subject to the availability of water. The use of Club water for washing of vessels on any other area of the pontoon is prohibited.
- vii. There is 10AMP and 15 AMP power available on the work pontoon.
- e. Members are required to stow their dinghies in the places allotted to them by the Mooring Master. Dinghies must not be left in passageways, on wharf or pontoons, or in the water.
- f. Members are prohibited from bringing fuel from outside outlets into the Club premises in any container. The only exception permitted is fuel for use in outboard motors, provided that such fuel is carried in proper outboard fuel containers.
- g. Any member wishing to lodge a complaint must do so in writing to the Secretary. Any complaints addressed with the Waterfront attendant or MSMO will not be followed up unless it is in writing.

5. MOORING ARRANGEMENTS

- a. The Club may license such members to moor their vessel and use such moorings as the Club may determine on such condition as contained herein or otherwise as determined by the Club (such licence is not transferrable).



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- b. All members who moor their vessel on any Club mooring or use the Club slipway shall do so at their own risk and shall indemnify the Club from all claims, demands and damage howsoever and by whosoever caused and arising directly or indirectly out of the use of such equipment.
- c. The Members shall pay to the Club such licence fees as may be determined from time to time by the General Committee for so long as the Member's vessel shall make use of the mooring (subject to by-law 5i).
- d. The Member hereby authorises the Club, its servants and agents and any other person authorised by the general Committee, to move the Member's vessel from the mooring if in its or their opinion it is necessary or desirable to do so in the interests of the security or safety of the property of the Club, the Member's vessel, the vessels of any other members of the Club or any other person. The Club or its servants or agents or other person so authorised, shall not be liable for any damage to the Member's vessel or to any other property therein or of any other person caused by or as a result of such removal, other than by wilful or negligent act or omission.
- e. The Club may re-locate, move or otherwise re-position the mooring at any time at the discretion of the General Committee or may request the Member to move the Member's vessel onto any other Club mooring designated by The Club.
- f. Members shall effect and maintain Third Party Insurance (Personal and Property) to the value of \$10,000,000 and shall produce evidence of such insurance upon request.
- g. The Member shall always maintain their vessel so as not to cause nuisance or hazard to other members or to their property or to the Club.
- h. All vessels on Club moorings must comply with all NSW Maritime Authority requirements.
- i. When a mooring is allocated to a Member, that Member will be responsible for all relevant and applicable mooring fees from the date of allocation, whether or not the Member's boat has occupied or is continuing to occupy a mooring.

This responsibility will continue until such time as all costs and responsibilities associated with the allocation of the mooring to the Member have been met by the Member, even though mooring rights may have been terminated.

Termination of Mooring Allocation

- a) Members who have been allocated a mooring must provide the Secretary a minimum of one month's notice in writing of the intention to terminate the mooring agreement.
- b) The KMYC Board reserves the right to, in writing, terminate mooring rights to Members on reasonable notice.
- c) Once a Member's mooring right has been terminated the Member's boat must be immediately removed from its mooring unless prior arrangements have been agreed to in writing by both the KMYC and the Member.
- d) When a boat is sold, it must immediately vacate its KMYC mooring.

Moorings and sale of Member's boats

A Member who has been allocated a KMYC mooring and then sells that boat, will be responsible for all mooring costs until such time as that vessel vacates that mooring.

On the day the sale is transacted, the boat must vacate its KMYC mooring, even if this falls within the notice period. The new boat owner has no rights to occupy that mooring however may apply and must be approved for a casual mooring or KMYC membership with the Board via the Club Secretary prior to sale settlement. Membership does not infer any right to retain the mooring, only to join the wait list. It is the seller's responsibility to ensure the new owner is aware of these requirements.

- j. A mooring, which is not used for a continuous period of three months or more by the person to whom it is allocated shall be deemed to have been relinquished unless approval of the General Committee for extended vacation has been sought and granted.



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- k. Members who are allocated a Club mooring for their vessel should inform the Club Waterfront Attendant when they are vacating the mooring for any period of time. The Club reserves the right to utilise that mooring during the Member's absence.
- l. (i) If a Member sells their boat and intends buying another and continues to pay as a Full member but is not paying monthly mooring fees, on taking delivery of their new boat the Club will allocate the first available mooring.
(ii) If a Member sells their boat and intends buying another and continues to pay as a Full Member and also continues to pay monthly mooring fees, on taking delivery of their new boat they may resume occupancy of a Club mooring immediately, in a position similar to that they had occupied previously, if the new boat is of an appropriate size.
(iii) If a Member who occupies a Club mooring removes their boat, and then informs the Club that they may again require a Club mooring, they will be allocated a mooring when a vacancy occurs.
- m. The Club does not provide membership facilities for a Member's vessel whilst it is being used for commercial hiring.
- n. When a motor vessel owner, occupying a Club mooring replaces their vessel with a yacht or a motor sailer, a mooring will be made available subject to By-Lay 6(1).
- o. Members licenced to use a Club mooring must maintain their vessel in a seaworthy state, clean and free of bird droppings and vermin, of an appearance appropriate to the area, and that marine growth be kept to an acceptable standard, in accordance with NSW Maritime's code for the Suitability of Vessels on Moorings.

6. VESSELS AND CLASSES OF MEMBERSHIP

- a. Membership is open to owners of vessels primarily driving by inboard or inboard-outboard motors. Other types of vessels such as sail boats, motor sailers etc. may be eligible for admission provided the number of vessels other than motor cruisers shall not exceed the range 25%-30% of the vessels in the Club at any one time but such other vessels will not necessarily be granted mooring facilities as only fifteen (15) to twenty (20) moorings are allocated for these vessels.
- b. Club Members nominating crew members should ensure that these prospective crew members are joining for that prime reason. The Club will not approve applications where it is clear that the person nominated is joining the Club to achieve some purpose not related to the objects of the Club as set out in the KMYC Constitution.

7. FLAG ETIQUETTE

- a. The Club burgee shall be a pennant having a gold field with a royal blue vertical and horizontal strip intersecting to form a cross. Members (ie boat owning members) only are entitled to fly the Club burgee when they are on board.
- b. If a vessel has a suitable mast it is preferable for the burgee to be flown at the masthead; if the vessel has no mast the burgee may be flown from a flagstaff erected at the bow of the vessel.
- c. The Commodore's burgee shall be described above but 'fish-tailed' on the fly.
- d. The Vice Commodore's burgee shall be as described above but 'fish-tailed' on the fly with one blue ball in the upper canton.
- e. The Rear Commodore's burgee shall be as described above but 'fish-tailed' on the fly with two blue balls disposed horizontally in the upper canton.
- f. The Sailing Master's burgee shall be as for a member with the letters 'SM' in the upper canton.
- g. The Club burgee shall be flown at the masthead of the flagstaff erected in the Club grounds.



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- h. If a Member of the Club is also a member of another club, the Club burgee shall be flown superior to the burgee of the other club whilst the vessel is in KMYC waters. The burgee of the other club may be flown in KMYC waters inferior to the Club burgee on the outer halyard of the starboard yardarm or, if the vessel does not have a yardarm, in a position on its mast inferior to the Club burgee.

Ensigns

- a. The Australian National Flag (sometimes called the Australian Blue Ensign) shall be worn on the gaff or the flagstaff erected in the grounds of the Club.
- b. Vessels afloat may wear the Australian National Flag or the Red Ensign on an ensign staff erected in the stern of the vessel.
- c. The ensign, if worn, should be raised when the vessel weighs anchor or leaves its mooring and should not be lowered other than in saluting another vessel when the vessel is underway. When the vessel is at anchor the ensign should be raised at 0800 hours and lowered at sunset.

House or other personal flags.

If Club vessels wish to fly a house or other personal flag it must at all times be flown inferior to the Club burgee, preferable on a separate halyard.