



## By-Laws

2023

Adopted by the RGYC Board 29 May 2023

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## 1 FLAGS, PENNANTS AND BADGES

- a. The Club's Flags are the Blue Ensign of Her Majesty's Navy (see Appendix 5: Australian Flags), and a Pennant, (see Appendix 3: Club Flags)
- b. The Blue Ensign may only be displayed on yachts holding an Admiralty Warrant, and the Pennant must always be displayed in conjunction with it. All other yachts shall display the Blue Australian Flag. (See Appendix 5: Australian Flags)
- c. A Member shall not hoist the Club Pennant on any vessel, yacht or boat not on the Club Vessel Register other than boats or dinghies belonging to the Club, yachts or vessels made use of by the Club for regattas or for other special occasions.
- d. Flags of the Club Officers and past Commodores are displayed in Appendix 3: Club Flags.
- e. No Officer's Flag may be displayed on any yacht unless such Officer is on board. The Flag must be taken down and the Club Pennant run up in its place as soon as the Officer leaves the yacht, unless it be his / her intention to return before sunset of the same day. When two or more Flag Officers of the Club are on board the same yacht, the Flag of the Senior Officer will be displayed.
- f. The Club Badge is displayed in Appendix 4: Club

## 2 MEMBERSHIP BY-LAWS

### 2.1 MEMBER LEAVE OF ABSENCE

- a. A Member may apply to the Board for Leave of Absence for a period of up to two years. If granted, the member may continue as a Member of the Club from the time of approval without being liable for his / her annual subscription, but will be liable for an annual Administration Fee as determined by the Board. The Board may grant an extension of a Member's Leave of Absence if it so decides.
- b. All Membership Rights (except Continuity of Service) shall be suspended.
- c. Leave shall become effective from the first day of the month following leave being granted
- d. A pro-rata credit of the unused part of their annual subscription shall be credited to the Member's account. No refunds will be made.
- e. Upon return from Leave of Absence, the Member must pay a pro-rata annual subscription appropriate to their membership category. This will be calculated from the first day of the month of return. Payment shall include any calls or levies made during their absence. Full Membership rights shall be restored upon payment.

### 2.2 TRANSFER OF MEMBERSHIP CATEGORY

- a. Refer to [Appendix 1: Membership Transfer Matrix](#) which defines transition possibilities.
- b. Transfer to different categories where triggered by age will be dealt with by the office as part of membership renewal in the new financial year as per Rule 3.
- c. Other changes (where permitted) must be initiated by the Member, and will become effective when approved by the Board. A pro-rata subscription payment to cover the difference in subscriptions shall be payable if the member-initiated transition occurs at a time other than at the new financial year.

## 2.3 FINANCIAL MATTERS

- a. Due date of Annual Subscriptions and fee on joining (see Rule 12.3) – The annual membership subscription, any call or levy or instalment of subscription due to the Club will fall due and payable on the 31<sup>st</sup> of July each year or on a date determined by the Board.
- b. Any Member failing to pay any outstanding debts other than subscriptions (as in Rule 12.3) within three (3) months after it becomes due shall have their rights as Members suspended. If the debt remains unpaid for 12 months, the Board may commence expulsion proceedings
- c. At the discretion of the Board, any Member who incurs a debt for the supply of any goods or services, which remains unpaid after 30 days from the payment-due date will be liable to pay interest on the outstanding balance. The interest rate is determined by the Board, and published in the Schedule Of Fees.
- d. Debt Repayment Plan. The Board may defer any payment or extend any period within which payment under this By Law is required. During any such deferment or period of extension such Member will not be deemed unfinancial provided that no deferment or extension will be granted for a period longer than 9 months and the Board may at any time revoke any deferment of extensions granted previously. A debt repayment plan may be established by the General Manager and approved by the Board
- e. Instalment payments. The Finance and Administration Committee may establish an instalment payment plan for any fee, levy or payment by Members to the Club.

## 2.4 MEMBER RESIGNATION AND SUSPENSION

- a. A Member who has a pen, mooring or hardstand licence and/or a vessel on the Club Vessel Register may not resign until:
  - i. any pen, mooring or hardstand licence has been surrendered;
  - ii. boat/s have been removed the from the Register; and
  - iii. boat/s have been removed from the Club's premises (including Club-operated swing moorings)
- b. Members electing to resign must do so in accordance with Rule 16.1. Members without outstanding Club debts (excepting the current Membership Subscription) will be recorded as having resigned in good financial standing.
- c. Members who have resigned in good financial standing may be a guest of a current Member as provided under the Rules.
- d. Members who have resigned as unfinancial, expelled or suspended may not
  - i. be on Club premises.
  - ii. sail (race) or participate in any Club event at any time.
  - iii. use any Club assets.

## 2.5 PAST MEMBER REJOINING THE CLUB

- a. A past Member who wishes to rejoin the Club who resigned in good financial standing may re-apply for membership as per Rule 9.
- b. A past Member who has not resigned in good financial standing may re-apply for membership. However, they must settle any outstanding accounts that were owed to the Club at the time of ceasing membership, along with a lump-sum interest payment determined by the Board prior to any application process starting.

### **3 CLUB-HOUSE CODE OF CONDUCT**

#### **3.1 MOBILE TELEPHONES (AND SIMILAR DEVICES)**

The use of mobile phones in the Members' Bar and West Lounge is not permitted. For the purpose of this By Law, 'use' is limited to verbal communication only.

#### **3.2 DRESS STANDARDS**

- a. Members and guests must wear at least the equivalent of a shirt, shorts and shoes or sandals.
- b. Persons wearing head coverings (unless for medical or religious reasons) may not be permitted to remain within the Members' Bar or West Lounge.
- c. Wet weather gear, brief shorts, bathers or working clothing (such as overalls) are not allowed in the Members' Bar or West Lounge. Working clothes (such as overalls) are not permitted in the under cover Members' area.
- d. The dress code may be adjusted at various times during significant events at the discretion of Board and the General Manager.

#### **3.3 MEMBERSHIP / ACCESS CARDS**

Membership / Access cards are not transferable. Member discounts are only available to the card holder. Misuse of Membership / Access cards may result in the card being turned off at the discretion of the General Manager.

#### **3.4 DOGS**

- a. Dogs are not permitted on the marina, the Royal Geelong Yacht Club grounds including the hardstand, café deck or grassed area unless on a lead. Any dog waste must be cleaned up immediately by the owner.
- b. Dogs, other than assistance dogs, are not permitted in Royal Geelong Yacht Club buildings.

#### **3.5 SMOKING & VAPING**

Smoking and vaping, as defined by the State Government of Victoria is not permitted on the land and in any buildings at Royal Geelong Yacht Club.

### **4 YARD BY-LAWS**

#### **4.1 YARD ACCESS**

- a. The East and West pedestrian gates are to be kept closed other than for immediate access. Access is gained using the club-issued swipe card, provided the Member is Financial.
- b. The east vehicle gate is to be kept closed other than for immediate access.
- c. Vehicles may be allowed temporary access at the discretion of the Marina Manager.
- d. Members requiring regular access may apply in writing to the General Manager for allocation of access.
- e. Access holders may only have vehicle access when conducting duties associated with their positions.
- f. Contractors registered with RGYC may be granted vehicle access by the Marina Manager.

## 5 YARD AND SLIPWAY OPERATIONS

- a. All activities undertaken in the yard must comply with Royal Geelong Yacht Club Workplace Health and Safety and Yard operations policies. These policies can be viewed [HERE](#), or a copy may be obtained from the Marina Office or General Office. This applies to Contractors, visitors and Members.
- b. All contractors must complete a Contractor Registration and Induction as required by the Board.
- c. The maintenance yard area is a designated smoke, drug and alcohol free zone.
- d. The Cadet vessel storage building is not to be used as an area for sanding, grinding or spray painting.
- e. Only designated yard trolleys may be used in the yard. The silver marina trolleys are not to be used in the yard or to carry dirty items.
- f. Members requiring use of the yard and slipway for the purpose of slipping or launching a vessel, shall contact the Marina Office to arrange a mutually agreeable time prior to submitting the Form - Application to Slip.
- g. Only authorised persons may operate the slipway winch, tow tug and the yard tractor. Authorised persons must be trained and certified as competent annually by the Marina Manager. Names of authorised operators are displayed in the Marina Office.
- h. No vessel may be moved from one position to another in the yard except with the consent of, and under the direction of Marina Staff.
- i. Any person bringing a vehicle or trailer onto Club premises must obey any direction given by the Marina Staff. All vehicles enter the yard at the owner's risk.
- j. No vehicle will remain on the eastern concourse or yard after:

10:00 on any race day;  
10:00 Opening Day;  
15:00 Wednesday during the racing season;  
15:00 Friday during the racing season;  
or on any other occasion as may be determined by the Board or General Manager.

Notwithstanding the foregoing, vehicles may be admitted to the yard area only under the direction of the Marina Staff. Vehicles must be removed from the yard when drivers are directed to do so by the Marina Manager.

- k. Slipping shall not occur when periods of high pedestrian traffic are anticipated by the Marina Staff. There will be no slipping on Alpha Course race days (Saturdays) after 3 hours before the first start time. Slipping may recommence for two hours after the scheduled race time. Slipping must be concluded 3 hours before any scheduled events as declared by the Board. During the Twilight series slipping of boats on Twilight race day must be concluded by 3pm.

For any emergency slipping, suitably inducted responsible adults shall be used to supervise pedestrians crossing the slipway.

- l. Charges for slipping and/or storage of vessels are set by the Board and listed in the [Schedule of Fees](#).
- m. A Club Member who slips and stores a vessel prior to its acceptance onto the Club Vessel Register will be charged commercial rates. Upon acceptance of the vessel onto the Club Vessel Register the difference between the commercial rate and normal Member's slipping fee will be credited to the Member's Account.
- n. A vessel will only be slipped if current public liability insurance documents for that vessel have been provided and recognized by Royal Geelong Yacht Club. Member vessels stored at RGYC must also have a signed pen or mooring licence agreement and the licence fee paid in full or licence fee instalments paid.

- o. Use of the slipway is restricted to vessels of less than 15 tonnes total weight.

The Marina Manager may request proof of weight for any vessel by way of the manufacturers' displacement specifications or a weight certificate certified by the company issuing the certificate.

## **6 MARINA BY-LAWS.**

- a. When a vessel enters the marina it will immediately come within the jurisdiction of Royal Geelong Yacht Club and must be maneuvered and berthed as directed by the Marina Manager.
- b. The speed limit in the approaches to the marina is 5 knots. The speed limit within the marina fairways is a "No Wash" speed limit for all vessels.
- c. The vessel will be moored in a secure and seamanlike manner, and when occupying a marina pen, except for P Row, it is recommended that the bow of the vessel is to face in a northerly direction. See [12](#) of these By-Laws for guidance on mooring in pens.
- d. Vessels in floating pens must be moored using the roping and dockside cleat procedures as recommended in Appendix 6 of these By-Laws.
- e. Vessels that share pen space will have substantial fenders in place on the side that is shared with the other vessel. The fenders will be in place before the vessel enters the pen and remain in place until after departure.
- f. The licence holders of marina berths must provide and maintain their own mooring lines to a standard approved by the Marina Manager. A service is provided by the marina staff to supply and fit lines at a cost to the lessee. See [HERE](#) for the Marina Maintenance Request form. The management reserves the right to renew, replace, or make good any mooring lines at the licence holder's expense. Such repairs / replacement may be carried out without notice.
- g. Living on board vessels is regulated by the Marina Live Aboard Policy.
  - i. It is the responsibility of the owner of a vessel to keep it in such a condition so that the vessel does not become unsightly, dilapidated or unseaworthy or reflect unfavourably on the reputation of Royal Geelong Yacht Club.
  - ii. All vessels MUST be slipped & cleaned annually & at a minimum be anti-fouled every 2 years. Failure to comply may result in the Owner being asked to vacate the marina pen
- h. Major repairs, painting and fitting out of a vessel in the marina is prohibited. Minor repairs, painting, mechanical adjustments and electrical work will be permitted provided that no nuisance, interference, or danger to others using the marina is caused by such work. Grinding of metal in the marina is expressly forbidden.
- i. Vessels using marina power must have current tagged electrical leads and the vessel must comply with current electrical regulations. Vessel owners must ensure that the shore power cord used:
  - i. is suitable for the type of outlet to which the connection is made;
  - ii. is supported to keep it clear of the sea water;
  - iii. does not present a trip or other hazard;
  - iv. is removed completely when not in use and switched off at the outlet
- j. Marina Management may disconnect a power cord if they are of the reasonable opinion the power cord is:
  - i. Potentially dangerous;
  - ii. Damaged;
  - iii. Obstructing walkways;
  - iv. Otherwise posing a hazard or threat to the safety of persons or property (particularly if the cords have not been tested or tagged).



- k. The Marina Manager will endeavour to contact the vessel owner prior to disconnecting a power cord (but is not obliged to do so). The Marina Manager must contact the vessel owner as soon as practicable after disconnecting a power cord.
- l. The Marina Manager and RGYC are not liable for any loss, damage, cost or expense incurred by the vessel owner as a consequence of the disconnection of a power cord in accordance with these Marina By-Laws.
- m. The marina must be kept clear of all gear including dinghies and sails. Barrows and trolleys must be returned to their proper place on shore immediately after use.
- n. No waste or litter is to be dumped in the water. Rubbish generated on vessels must be removed from the marina to the waste bins provided at the shore end of the marina. Recycling bins are also provided.
- o. Noise must be kept to a minimum at all times and vessel occupants operating audio equipment will avoid annoyance to others.
- p. Disorderly or offensive conduct is not permitted at any time within the Royal Geelong Yacht Club boundaries and may result in disciplinary action. If the unacceptable conduct is on a visiting vessel or by persons from a visiting vessel, the Marina Manager may ask that vessel to leave.
- q. Motorised bikes and motorised scooters (apart from personal mobility devices) are prohibited on the marina structure at all times.
- r. A vessel may be advertised "For Sale" provided the signage does not exceed A4 size. An advertising flag of no more than one metre square may also be displayed.
- s. Sewage, oil, chemicals, flammables and oily bilge water must not be discharged into the marina waters.
- t. Swimming, diving or fishing within the marina area is prohibited except for RGYC organized events.
- u. Children under the age of 12 years must be supervised by an adult at all times when on the marina and on any vessel within the marina.
- v. Dogs are not permitted on the marina at any time except when on a lead whilst in transit to and from a vessel. All dog waste must be cleaned up immediately by the owner.
- w. All collisions or damage within or to any part of the marina must be reported to the Marina Manager at the first opportunity.
- x. No vessel licensed to carry passengers for hire or reward is to embark or disembark passengers at a marina berth without prior permission from the Board.
- y. Vessels in the marina must be moored in a manner that prevents any part of the hull or attachment to the hull projecting over a walkway or outside the boundaries of the pen.
- z. Loose ropes are not allowed to float free or obstruct adjacent berths and fairways.
- aa. In the event of an emergency situation threatening the safety of the marina or people in the marina, RGYC reserves the right to board a vessel and take any reasonable action to mitigate the emergency without prior notice to vessel owners.
- bb. If Royal Geelong Yacht Club staff enter a vessel under the preceding By-Law, then such access is at the vessel owner's risk and expense.
- cc. Any nuisance noise created by standing or running rigging and covers may be dealt with by a visitor or Member boat owner in an appropriate manner so that no damage will result to the offending vessel.
- dd. Refuelling should be carried out at the fuel dock by Marina staff. When a vessel is refuelled in a pen all safety precautions must be followed. These include but are not limited to:
  - i. All electrical systems are turned off.
  - ii. Only the persons refuelling the vessel are on board.

- iii. Fire extinguisher is on hand.
- iv. Spill prevention / clean up materials are on hand.
- ee. Owners of visiting vessels must provide proof or a copy of insurance certificate of currency to comply with Royal Geelong Yacht Club insurance requirements.
- ff. Connection to mains electricity will be charged to the vessel owner as per the Schedule of Fees. Where mains electricity is provided via an individually metered supply, the vessel owner will be charged for the power used on a monthly basis.
- gg. No alterations can be made to the marina structure. If a pen licence holder wishes to add an item such as steps or, in the case of a floating pen, mooring line holders or extra permanent fendering, a request for such alterations can be made to the Marina Manager. Any works permitted will be carried out by RGYC staff or their contractors at the cost of the pen licensee.

## 6.1 REGISTRATION, PURCHASE AND SALE OF BOATS

- a. Marina Staff may grant permission for vessels to be stored on Club premises for up to three months.  
  
For periods greater than three months, formal approval must be granted by the Board, and the vessel placed on the Club's Vessel Register
- b. A vessel with shared ownership shall not be placed on the Club's Vessel Register unless each shareholder qualifies as a Boat Owner as defined in Rule 4 (Definitions) and Rule 8 (Membership).
- c. To qualify for registration a vessel will:
  - i. be of a recognised class or professional design.
  - ii. be well maintained.
  - iii. be photographed, and the photo be submitted with the [Vessel Register Application](#) form.
  - iv. The owner must provide a copy of vessel registration as required by law and an insurance certificate of currency to comply with Royal Geelong Yacht Club insurance requirements.
    - 1. Each vessel owner will be notified in writing one month prior to expiration of the current Insurance Policy that they must provide a current certificate of insurance within 14 days of expiry of their existing vessel insurance.
    - 2. Failure to comply with this notice may result in the uninsured vessel being removed by Royal Geelong Yacht Club Marina Staff to a swing mooring at the owner's cost.
    - 3. Should the vessel owner fail to provide the Current Certificate of Insurance within 14 days of the date of expiry of the existing insurance and that boat was moored in a Royal Geelong Yacht Club Marina Pen then that pen will be re-leased to an alternate member.
    - 4. Should the vessel be stored in the Royal Geelong Yacht Club hardstand or storage areas and the vessel owner fails to provide the current certificate of insurance within 14 days, then that vessel will be removed from the Royal Geelong Yacht Club yard by Royal Geelong Yacht Club Marina Staff at the owner's risk.
    - 5. Should the vessel be stored on a leased swing mooring and the vessel owner fails to provide the current certificate of insurance within 14 days then that vessel will be removed to a public vessel mooring facility by Royal Geelong Yacht Club Marina Staff at the owner's risk.
- v. If a vessel has a name, that name must not be damaging to the Club's brand or reputation, any person or any of the Club's partners. It must be acceptable to the Board. A vessel visiting RGYC or participating in any RGYC event will not be given access to the marina if its

name does not comply with the By-Laws.

- d. Upon being advised that registration has been accepted, sailing vessels will be allocated a number, which together with the prefix “G” shall be attached to all appropriate sails. In addition, the allocated number with the “G” prefix not less than 150mm high and the words, “Royal Geelong Yacht Club” or “Royal Geelong Y. C. ” or “RGYC” in letters not less than 50mm high will be affixed on or near the stern.

Powerboats will affix the words, “Royal Geelong Yacht Club” or “Royal Geelong Y. C. ” or “RGYC” in letters not less than 50mm high on or near the stern.

Where a vessel has multiple club registration, a request for exemption from these requirements can be made to the Sailing and Boating Committee.

- e. A vessel, which is on the Club Vessel Register, but no longer complies with the Royal Geelong Yacht Club Rules, By-Laws or Regulations may be removed from the Register by the Board.
- f. Where ownership of a vessel on the Club Vessel Register changes , the person/s concerned shall give notice in writing to the Marina Manager within seven (7) days of such disposal.
- g. Upon sale of a Club-registered vessel the allocated sail number may be retained by the original owner for the period six months for application to any replacement boat.

## 6.2 DRY STORAGE

### a. Hardstand Storage.

Hardstand yacht storage is only available for yachts of up to a maximum gross lifting weight of 3.0 tonnes, and a maximum hull length of 9.6 metres. Owners may be required to provide evidence of vessel measurements. Preference will be given to yachts which are regularly raced.

Hardstand storage is subject to the following conditions:

- i. Owners of yachts will store their vessel(s) and use club facilities at their own risk.
- ii. The annual storage fee will be determined by the Board and be listed in the [Schedule of Annual Storage Fees](#). Owners are required to pay annually in advance or by instalments.
- iii. Owners will not be required to pay additional launching or retrieval fees.

### b. Hardstand Operations

- i. Yachts on hardstand will be stored in a position designated by the Marina Manager
- ii. Yachts may only be stored on Club approved cradles. Road trailers are not permitted unless special permission is granted. Approval of cradles and trailers is given by the Marina Manager.
- iii. Yachts/trolleys shall be moved away from the area surrounding the crane immediately so as not to hinder other vessels wishing to use it.
- iv. Persons under the age of 18 years are not permitted to use the hardstand crane.
- v. Persons must not operate the hard stand crane or tow tug unless certified as competent by the Marina Manager. Annual recertification is required for both crane and tug.
- vi. It is the duty of the Crane Operator to ensure
  - 1. that the under-hook lifting apparatus attached to the vessel is properly maintained and capable of carrying the load to be lifted.
  - 2. no person is aboard a vessel that is being lifted.
  - 3. no person is under a vessel that is being lifted

**c. Trailable Yacht Storage**

The Club has limited on-site storage. The length limit is 9.6 metres. Preference will be given to yachts which are regularly raced.

- i. Trailable yachts are to be stored in a position designated by the Marina Manager.
- ii. Launching of trailable yachts must be prior to 8.30 am and/or between 10.30am and 11.30am. Owners should ensure ramp area is vacated promptly after launching or retrieving for the convenience and safety of other users. Trailable yachts and tow vehicles will not be allowed to operate on the hardstand during Off the Beach yacht preparation for training and events. Vehicles are only permitted in the yard to launch a vessel and must be removed immediately afterwards.
- iii. Owners of yachts will store their vessel(s) and use Club facilities at their own risk.
- iv. The [annual storage fee](#) will be determined by the Board and paid annually in advance or by instalments.
- v. Owners will not be required to pay additional launching or retrieval fees.

**d. Off-The-Beach Yacht Storage**

Limited storage is available for Off-The-Beach boats. Preference will be given to yachts which are regularly raced. Storage is subject to the following conditions:-

- i. Rack and site storage will be allocated annually by the Marina Manager.
- ii. Owners of boats will store and use Club facilities at their own risk.
- iii. The [annual storage fee](#) will be determined by the Board and paid annually in advance.

**e. Tender /Dinghy Storage**

- i. Tenders must comply with government regulations and be seaworthy. Owners of unseaworthy or non-compliant tenders will be given 14 days' notice to comply otherwise the tender must be removed from the Club.
- ii. Tenders must be registered with the Marina Manager before being on the Club premises.
- iii. Tenders will be stored in the rack provided or another space allocated by the Marina Manager.

**f. Hardstand/Trailable/Off the Beach Vessel Storage Fee**

Yachts that regularly participate in RGYC racing events will have their storage fee reduced in the subsequent year. The RGYC Sailing and Boating Committee will recommend the eligible boats to the Board. See [Schedule of Fees](#).

### 6.3 LOADING AND UNLOADING OF VESSELS FROM ROAD TRANSPORT

- a. The eastern concourse has a load limit of 15 tonnes.
- b. The Marina Staff must be involved in the initial planning, loading / unloading of vessels.

### 6.4 LEASING OF MARINA PENS/SWING MOORINGS.

- a. Transfer or Subleasing of Marina Pens/Moorings/Club Storage Lockers/ Hardstand/ OTB Storage.  
Marina Pen and Mooring Licenses may only be sub-leased or transferred as detailed in the Marina Pen and Mooring Licence agreement.  
Club storage lockers, hardstand and OTB storage facilities are provided and managed under written agreement with the Club. All such facility allocations are administered by the General Manager.

- b. Annual Licences (leases) of Marina Pens / Swing Moorings are available to eligible applicants.
  - i. An eligible applicant must be an intended Boat Owner as per Rule 4 and Rule 8.
  - ii. A chronological list of licence applicants will be kept and suitable pens / moorings will be allocated in order by the Marina manager. Refer [Application for Pen and Swing Mooring Boat Storage](#) Form
  - iii. A Member allocated an annually leased pen has 12 months to place a vessel on the Club Vessel Register and occupy the marina pen / swing mooring.
  - iv. During that 12 month period the marina pen / swing mooring may not be subleased by the Licensee. Royal Geelong Yacht Club may sublease the pen / swing mooring under conditions determined by the Board.
  - v. Unless provided otherwise by the licence document a Member holding a lease on a marina pen / swing mooring or any Club facility will, upon the decision of the Board, immediately forfeit the right to occupy those facilities if they become un-financial or expelled, and that lease will be re-allocated to the next eligible Member.
  - vi. No modifications to a marina pen or swing mooring or any leased facility may be carried out without Club approval via the General Manager.
  - vii. A Member's vessel occupying an annual lease marina pen / swing mooring may, after consultation, be relocated to allow better utilization of the facility.
  - viii. All applications for a pen licence must be approved by the Board.
  - ix. Members shall not have exclusive right to any utility (power, water).
  - x. Members occupying a swing mooring must apply to store their tenders on site. Each tender will comply with Victorian boating regulations, have the vessel name and Club registration number affixed to the stern. Refer Form: Application to Lease Club Facility.
- c. Expiration of Club Controlled Annual Pen Licences
  - i. When a pen licence expires the pen automatically comes under the control of Royal Geelong Yacht Club and will be allocated at the discretion of the Board.
  - ii. The current lessee will be given first option to re lease the pen provided the vessel occupying the pen is owned by the lessee as per [Clause 6.4](#) a and the vessel complies with all relevant By-Laws.
- d. Expiration of Long Term Pen Licences
  - i. When a pen license expires the pen automatically comes under the control of Royal Geelong Yacht Club and will be allocated at the discretion of the Board.
  - ii. The current licensee will be given first option to re lease the pen on an annual basis provided the vessel occupying the pen is owned by the licensee and the vessel complies with all relevant By-Laws
  - iii. The licensee of a pen is allowed 12 months to place a vessel on the Club Vessel Register and occupy the pen. Otherwise an Option-to-Lease may be offered to the owner of the vessel occupying the pen. The Board may vary this period. The Member must remain an eligible Boat Owner, and the vessel must remain on the Club Vessel Register. Sub-leases remain in the control of Royal Geelong Yacht Club .
- e. Annual Marina Fee

Long Term Pen Licence holders will be charged an annual marina fee as determined by the Board.
- f. Deceased Member Vessel Owner / Deceased Estate.

If a RGYC Member vessel owner dies and the vessel is on a marina pen licence, on a swing mooring licence or hardstand licence, the vessel may remain at the Club until the end of the current licence period or a period of six months, whichever is longer. The deceased estate will be regarded as the

licence holder during that time and will be subject to the Rules and By-Laws of RGYC and all fees and charges levied by the Club.

The deceased estate may remove the vessel from the club facilities at any time, subject to any outstanding debts to the Club having been paid.

When the current licence period expires, one of these options will apply:

- i. The vessel is removed from RGYC.
- ii. The vessel is sold or passed to a new owner and the new owner is, or becomes a member of RGYC and they take up a new licence to store the vessel at RGYC.
- iii. If the vessel is not disposed of by the expiry of the existing licence or the six month period, the deceased estate may apply to the General Manager for an extension of up to three months at the current rate of fees & charges.
- iv. No further extension of time will be granted and at the expiration of the extended time the Board can, if the vessel is not removed from the club facilities, the Board will take whatever action is necessary to have the boat removed and outstanding fees and charges paid.

## 6.5 VESSELS OWNED BY ROYAL GEELONG YACHT CLUB

- a. Members who operate Royal Geelong Yacht Club owned motorized vessels must hold
  - i. A current Victorian Marine Licence (boat operator) which must be carried and
  - ii. Power Boat Handling certificate (or equivalent or higher qualification).
- b. Vessels will be operated by a driver and at least one crew person of at least 16 years of age.
- c. Clause 6.5b does not apply for safety boat operations within the 5 knot zone during programs such as Sailability or the work boat operating within the marina.
- d. PFDs will be worn by all persons on board at all times.
- e. Club vessels are not to be used unless they comply with Victorian boating regulations.

## 6.6 PERMANENT BERTHING APPLICATIONS AND VISITING VESSELS

- a. When a permanent berthing application is not accepted by the Board and the vessel is already at RGYC, the applicant will be given 7 days to remove the vessel from the marina. If the vessel is not removed after 7 days, it is to be moved to a swing mooring at the owner's expense (assuming it is safe to do so).
- b. Where a vessel is not accepted onto the RGYC Vessel Register, and hence the marina, due to poor or unsafe condition, or inadequate insurance, the said vessel is not permitted to berth casually and if already in the RGYC marina the vessel must vacate the marina immediately if it is safe to do so.
- c. No vessel should be permitted to berth casually for more than 3 months per year without Board approval. In cases where the Board cannot meet, the General Manager and the Marina Manager may give interim approval. A casual berthing fee will apply.
- d. A vessel from a kindred club or a club that shares reciprocal rights with RGYC will be entitled to berth in the marina for two consecutive nights free of charge. The vessel will then be charged the berthing fees as determined by the Board. There is a limit of three free visits, excluding regattas and RGYC events, per calendar year. See also By-Law 5.8.

## 6.7 YARD STORAGE LOCKERS

- a. The Club has a limited number of storage lockers. Allocation of lockers is limited to Boat Owners on a one locker -per-boat basis.
- b. Locker allocation and transfer is determined by the Marina Manager and is subject to the following conditions :-
  - i. Application for allocation of a storage locker shall be made on the Form – Yard Locker Storage Form
  - ii. Trailable and hardstand yachts will be allocated lockers on a share basis.
  - iii. Lockers shall be only secured by a lock supplied by the Club.
  - iv. The storage of flammable liquids or hazardous materials is prohibited by law under the Dangerous Goods Act 1985 and the Dangerous Goods (Storage and Handling) Regulations 2012.
  - v. The Board reserves the right to authorise inspections by Marina Management without notice for compliance with the Dangerous Goods Act and the Dangerous Goods (Storage and Handling) Regulations 2012.

Where a locker is found to be in breach, containing flammable liquids or hazardous material, notice will be given by the General Manager or Marina Manager and the lease of the locker will be suspended immediately. Upon notification of the breach, all materials must be removed by the lessee within 48 hours. Failure to comply will result in the lease of the locker being terminated and the locker being vacated within five days.

- vi. A list of Members wishing to lease a locker will be kept and lockers will be allocated as vacancies occur. Allocations are ranked in this order:
  - a. Racing yachts
  - b. Cruising yachts
  - c. Motor boats participating in Club activities
  - d. Others
- vii. Annual rental is determined by the Board, and shall be paid in advance.
- viii. Upon sale of a Club registered vessel a locker may be retained for up to 6 months provided the tenant proposes to purchase a replacement boat.

#### 6.8 VISITING VESSELS FROM KINDRED CLUBS AND CLUBS WITH RECIPROCAL RIGHTS

- a. Visiting vessels must register their request to visit the Club with the Marina Manager.
- b. Vessels visiting RGYC from Kindred Clubs and Clubs with Reciprocal Rights have access to:
  - i. Berthing (when available) for 2 nights at no charge.
  - ii. Clubhouse facilities such as Members' Lounge, outdoor barbecues, showers and toilets.
- c. Visitors must comply with RGYC Rules and By Laws.
- d. The RGYC Board will review the Kindred Clubs and Clubs with Reciprocal Rights By-Law annually.







Club Burgee



Commodore's Flag



Vice Commodore's Flag



Rear Commodore's Flag



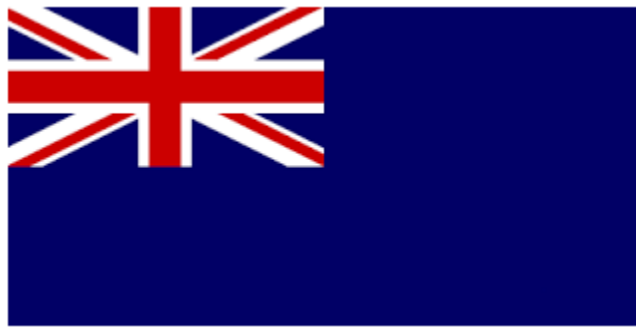
Past Commodore's Flag



Captain's Flag



Club Logo



Blue Ensign



Australian Flag

Further information about Flag protocols is available at <https://www.itsanhonour.gov.au/symbols/flag.cfm> and <https://www.itsanhonour.gov.au/symbols/otherflag.cfm>

## 12 APPENDIX 6: MOORING OF VESSELS IN MARINA PENS

### 12.1 MOORING VESSELS IN FLOATING PENS

a.

Recommended procedure for attaching a line to a dockside cleat to ensure the correct loadings is shown in the image below. This example features two lines but one line of adequate size and strength is acceptable. RGYC Marina staff will provide guidance on what size is required. They will also provide the lines and installation at the pen licence holder's

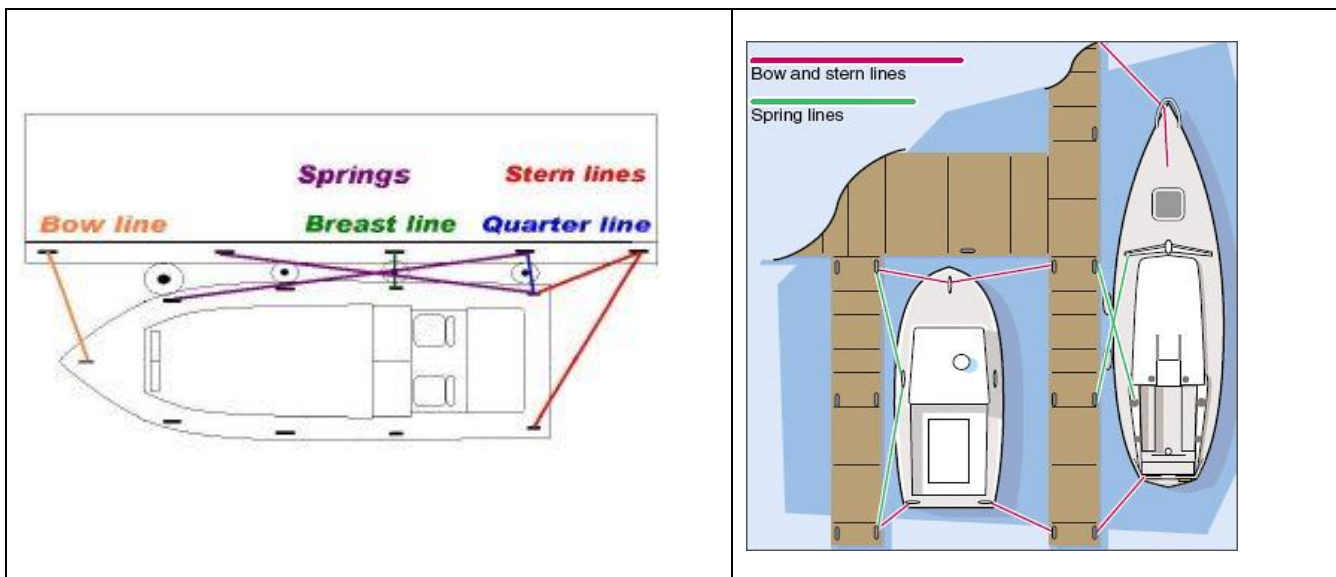


b. Permanent Mooring Lines

A pen licence holder may seek permission to install mooring lines permanently attached to the marina dockside cleats in their pen to suit their vessel. RGYC Marina staff will provide guidance on what size is required. They will also provide the lines and installation at the pen licence holder's expense.

c. 6.1.3 Standard acceptable roping system

The diagrams below detail the standard acceptable roping systems for securing a vessel to the floating marina structure. The accompanying images provide examples of the systems in place.





## 12.2 MOORING VESSELS IN PENS WITH FIXED PILE INFRASTRUCTURE

### a. The Vessel

- i. Is the vessel the right size for the pen?
- ii. Is the vessel facing in the best direction for the pen's location? Bow to the north is recommended for most situations.
- iii. Are the cleats and the mountings on the vessel strong enough for the loads encountered during a storm? Would a mooring compensator be useful for your vessel? (See photo).
- iv. Is there an anchor on the bow? Does it provide a hazard to the vessel as it surges forward in a storm or when there is wash from high speed vessels passing the marina.
- v. Are there items on the vessel that can cause damage to the mooring lines as the boat moves about? Are there sharp edges on the hull or deck?
- vi. Does the vessel have an increased risk in the pen at a very high or low tide?
- vii. Should the vessel have protective fenders in place when it is in the pen?

### b. The Moorings

- i. If you are bringing a new vessel to the marina have you discussed the mooring requirements with Marina staff?
- ii. Is the existing mooring line configuration appropriate for your vessel?
- iii. Have the mooring lines become stretched, frayed or brittle with age and use?
- iv. Are the mooring lines of the correct length and rope size for the vessel?
- v. Do the lines have knots tied in them to make them shorter? Tying a knot in a line weakens the line by up to 70% (depending on the knot).
- vi. Are the mooring lines attached to secure cleats on the vessel?
- vii. Are there "spring lines"? That is, lines from the mooring pile or dock to mid-ship cleats? Are these lines the correct length? If they are too long the boat may surge too far on the other lines and strike piles, the dock or other boats. If they are too short, they may transmit high shock loads to the cleats as the steel springs on the other lines do not do their work.
- viii. Are the steel springs, rings and bolts in good condition? Report heavily worn equipment to marina staff.
- ix. Does the dock mounted boarding ladder / bridge present a risk to the boat during a storm?



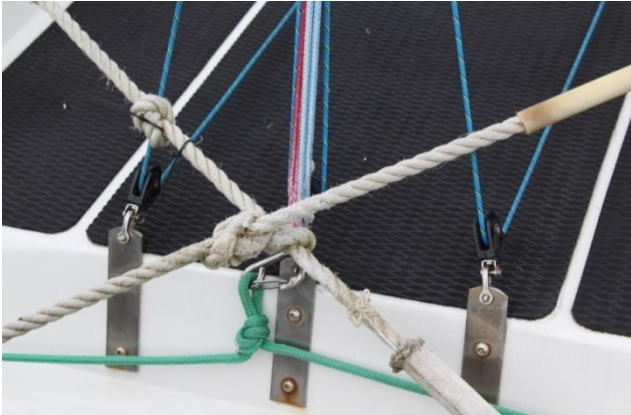
**c. Owner Actions**

Owners should always place the safety of people first. Boats can be very dangerous in storm conditions, even in the marina.





Vessel owners should make regular inspections of their mooring devices to reduce the risk of breakage. If the lines or springs are damaged that should be reported to RGYC Marina staff so that appropriate maintenance can be arranged.

Owners should not act without advice from the RGYC Marina staff unless there is danger of an imminent failure of a mooring line.

Owners are responsible for ensuring that their mooring lines are in good condition. Appropriate, good quality replacement lines can be purchased from the Marina Office.

	Mooring line showing wear caused by friction (heat) and compression.
	Mooring compensator absorbs shock loads caused by wave action
	A knot in a line reduce the line's strength permanently



	<p>Additional fenders and strong timber board protect vessel in dock side pen. Spring lines fitted.</p>
	<p>Mooring lines protected against abrasion. Lines are crossed to give better control. Anchor on the bow may strike the dock if vessel is moored facing that direction. Line inside cover must be checked regularly.</p>
	<p>Spring lines to mid-ship cleats</p>
	<p>Fenders between vessels</p>



Line length is critical