Claremont Yacht Club Inc

BAG - Boating Accommodation Guide

January 2025

Claremont Yacht Club By - Laws

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1. Overview

Provide Members and prospective Members with information on how to apply for, how to retain and how use boating accommodation and facilities at Claremont Yacht Club.

Comply with Clause 11 of the Club's Constitution requiring the General Committee is to maintain these By Laws to manage Club Boating Accommodation.

2. General Introduction to Club Boating Accommodation

2.1 Boating accommodation at the Club consists of:

2.1.1 Pens

2.1.2 Moorings

2.1.3 Dinghy shed racks.

2.1.4 Foreshore dinghy accommodation

2.1.6 Under croft work area

2.1.7 Ramp

2.1.8 Fuel jetty

2.2 Access to boating accommodation and facilities is one of the most valuable privileges of Membership of Claremont Yacht Club. It is the responsibility of the General Committee of the Club to preserve the value of this privilege for current and future Members.

2.3 The Members require the General Committee to protect the interest of all Members by retaining absolute control of the allocation, retention and maintenance of boating accommodation.

2.4 No Member owns or has special rights to occupy any boating accommodation provided by the Club. Arrangements such as the payment of rent in advance do not alter this basic principle. No past, present or future Flag Officer, General Committee person, Member, or employee of the Club, has any authority to modify this basic principle.

2.5 To assist the General Committee in this task, it delegates the following activities to Sub Committees:

2.5.1 The Pens and Moorings Committee administers the allocation and use of boating accommodation, other than Dinghy shed racks, and minor maintenance of the pen system, moorings, ramp, foreshore dinghy accommodation and the use of the under-croft work area.

2.5.2 The Dinghy Sub Committee is responsible for the allocation, administration and maintenance of the dinghy shed racks; and

2.5.3 Specially appointed Sub Committees deal with major maintenance and capital works projects.

2.6 **The General Committee is responsible for**:

2.6.1 Determining the cost of boating accommodation and services. The General Committee is bound to act in a responsible manner in setting fees for the Boating Accommodation. The Committee cannot increase such fees "without justification" or by more than 10% within any 12 months without the approval of the Members

2.6.2 The planning and management of major maintenance and capital works on boating accommodation

2.6.3 Approving activities of the Sub Committees involved in the management of boating accommodation activities

2.6.4 Resolving any problems or disputes that may arise from the use of these facilities

2.7 The allocation of boating accommodation and access to services and areas for maintenance is a privilege that arises from active and participative Membership. It is not simply a case of needing to be, and remaining, a Member in order to qualify for these benefits. The allocation of boating accommodation to a Member is to enable the Member to positively contribute to Club activities. Club boating accommodation is not simply a storage place for boats.

2.8 Members occupying boating accommodation do so at their own risk.

2.9 This guide is subject change according to the wishes of the Members expressed through the General Committee.

3. Conditions of Occupancy

3.1 Membership Requirements

3.1.1 Only financial Life, Special, Senior and Junior members may be allocated and retain access to a pen or mooring. Senior members 18 to 24 years of age, and Junior members, must pay an Annual Access Levy equal to the difference between the applicant's current Membership subscription and the current Membership subscription applicable to a Senior Member 25 years of age and over at the time of allocation and on a monthly pro rata basis for part of a year. Parents or Guardians of Junior Members are required to be responsible for the Club account of the junior Member. The Membership fees and Annual Access levy requirement must be met prior to being allocated a boating accommodation unit on a temporary or ongoing basis.

3.1.2 Only financial Senior, Senior Dinghy and Junior Members may be allocated and retain access to a Dinghy Shed rack. Junior Members must have a parent or guardian responsible for all financial accounts.

3.1.3 With the exception of the allocated Members spouse, all partners in a boat must satisfy the Membership requirements set down by this guide. All partners must be shown on the DoT registration papers and as joint owners on the Insurance Policy. Members that are not registered owners of the boat by the DoT may have no claim to the boating accommodation unit.

3.1.4 The applicant for any form of boating accommodation must be an owner or part owner of the boat that is the subject of the application.

3.1.5 Where the boat is not owned by a natural person the applicant for boating accommodation must be the nominated responsible agent of the owner with respect to that boat and shall meet these Membership requirements.

3.2 Boats Owned by Corporations

Boats owned by a Corporation may only occupy a Club boating accommodation site by declaring the names of persons authorized to use the boat. Those persons must conform to the Membership requirements of occupancy.

3.3 Responsibility for Safety

The Members occupying Club boating accommodation and using Club facilities are responsible for the safety and security of that boat, as well as the safety and security of his or her guests whilst using on Club facilities.

3.3.1 Members are not permitted to use any part of the main jetty or finger jetties as a personal storage area. Items such as Kayaks, Crab or Cray pots are not permitted to be stored on the jetties.

The jetties must remain clear of all obstacles as not to cause a trip hazard or inconvenience any other person. Items left on the Jetty will be confiscated.

3.4 Safety and Environmental Standards

3.4.1 No boat can enter or continue to occupy a boating accommodation unless it has satisfied the safety and environmental standards adopted by the General Committee. This applies to both temporary and continuing occupation. The safety and environmental requirements are specified in Section 16 and the Appendices.

3.4.2 Every boat owner must provide the Club with the following documents for the boat prior to the boat occupying a pen, mooring:

3.4.2.1 A Current DoT registration

3.4.2.2 A Current Certificate of Insurance

3.4.2.3 A completed and signed (VSID) Vessel Safety Inspection Declaration.

3.5 Applications for Pens, Moorings

3.5.1 Whether boating accommodation is available for immediate occupancy or not, all Members seeking the allocation of a pen, mooring must complete the pen application form. A non-refundable fee of $200 is payable upon application which will be credited against the allocation or bond fee when the permanent boating accommodation is granted.

3.5.2 Boating Accommodation Waitlist

In the event that a pen or mooring that meets the applicant's requirements is not available, the following details are published monthly in a Waiting List and displayed on the Club notice board:

3.5.2.1 Type of accommodation required.

3.5.2.2 Date of application

3.5.2.3 Name of Member applicant

3.5.2.4 Years of continuous Club Membership of the applicant

3.5.2.5 Reason for application (eg. new boat, pen transfer)

3.5.2.6 Make and model of boat

3.5.2.7 Physical dimensions of boat requiring accommodation (LOA, beam, draft)

3.5.2.8 Current location of boat, including temporary Club accommodation.

3.6 Review of Occupancy

The Pens and Moorings and Dinghy Sub Committees continually review the occupancy of boating accommodation and make recommendations to the General Committee as to whether individual Members should continue to retain occupancy rights.

3.7 Allocation is Member and Boat Specific

3.7.1 A boating accommodation site is only allocated to the Member making the application and the boat named in the application

3.7.2 Allocations are not transferable to other Members except as specified in this guide

3.7.3 The sale of the boat occupying a boating accommodation site cancels the allocation except as specified in this guide

3.7.4 A Member shall not permit any other person's boat to occupy the boating accommodation without permission from the Pens and Mooring or General Committee.

3.8 Member Specific

Any boat occupying boating accommodation can only be operated in the Club lease by a person holding a Western Australian Skippers Ticket, or an equivalent or higher qualification, and who is:

3.8.1 The Member or Members allocated the accommodation

3.8.2 Another person who is under the direct control of the Member or Member allocated the accommodation

3.8.3 An Authorised Service Provider, or Licensed Skipper (Boatman) engaged by the Member or Members allocated the accommodation and who have paid the required contractor authorisation fees.

3.9 Sub Leasing of Boating Accommodation

The sub leasing of any boating accommodation unit by private arrangement between Members is not permitted.

3.10 Temporary Allocation of Boating Accommodation

3.10.1 The Pens and Moorings or Dinghy Sub Committees may allocate a boating accommodation site on a temporary basis to Members on the boating accommodation waiting list, contractors performing over water maintenance or capital works, out port visitors or such other persons for whom the allocation will be of benefit to the Club.

3 10.2 The Club may make available temporary courtesy pens which will be designated for 48hrs use only

3.10.3 Members occupying a boating accommodation site are encouraged to notify the Club if the site will be vacant for 14 days or more and they are amenable for the pen to be occupied on a temporary basis by other boats. A Member whose allocated boating accommodation site is allocated on a temporary basis is entitled to a 50% rebate of the rental paid for each completed month of occupancy

3.10.4 Occupants of temporary boating accommodation sites do so on the terms and conditions the Pens and Moorings or Dinghy Sub Committees prescribe.

3.10.5 Members are not permitted to leave a boat in a pen without receiving authorisation from a Member of the Pens & moorings committee except for the designated courtesy pens located on G jetty as in notation 3.10.2
The Chairman of the Pens & Mooring Committee has the authority to chain a vessel that is left in a pen without authorisation or if the owner of the boat/ or boat is unknown.

3.11 Installation, Maintenance and Modification of Boating Accommodation

3.11.1 The installation and maintenance of boating accommodation and ancillary services is the responsibility of the General Committee.

3.11.2 The installation of pen lines and mooring lines from the mooring buoy to the boat is the responsibility of the Member occupying the boating accommodation site.

3.11.3 Members wishing to make additions, extensions or modifications to a boating accommodation site require prior approval by the General Committee. All approved additions, extensions and modifications must be constructed to standards required by the Club and maintained at the expense of the Member. Such additions, extensions or modifications become and remain the property of the Club.

3.12 Spray Painting, Sand Blasting and Noxious Processes and Products

The carrying out of spray painting, sand blasting or other noxious processes and the use of noxious products is not permitted on Club premises or in boating accommodation.

3.13 Boats Operated for Commercial Purposes

Other than boats used by contractors to the Club, a boat used for hire, reward or other commercial purposes is not permitted to occupy a boating accommodation site.

4. General Approach to Allocation

4.1 The General Committee approves all applications for boating accommodation sites on the recommendation of the Power, Pens and Moorings or Dinghy Sub Committees.

4.2 The General Committee establishes the application process.

4.3 No application for boating accommodation is considered until a completed application form that enables the review of the application against the allocation criteria has been received by the Club.

4.4 Any issue, dispute or disagreement regarding the allocation or non-allocation of boating accommodation may be made in writing to, and determined by, the General Committee.

4.5 The General Committee charges a non-refundable fee for the processing of the application. [As stated in 3.6.1]

4.6 The consideration of an application takes into account:

4.6.1 The physical dimensions of the boat

4.6.2 The availability of a boating accommodation site of the size sought and the suitability of the boat for that site

4.6.3 The unbroken duration and category of the current Membership held by the applicant

4.6.4 The duration of other categories of Membership held by the applicant prior to the current Membership category and when and for how long they were held

4.6.5 The past contributions of the applicant to competitive and non-competitive activities and Club administration

4.6.6 The nature of any commitment by the applicant to participate in future Club activities.

4.6.7 Any other commitment deemed relevant by the Club

4.6.8 The date the fully completed application was received by the Club.

4.7 The tender to a boat occupying a boating accommodation site may, on application, be allocated another boating accommodation site providing it is not to the exclusion of a boat owned by another Member. The allocation of a boating accommodation site to a tender may be cancelled should it be preventing another Member being allocated the site.

4.8 Notwithstanding the conditions applying to tenders, a Member will not be allocated more than one pen except in exceptional circumstances where the penning of more than one boat supports the objectives of the Club.

4.9 Boating accommodation may be occupied on a temporary basis at the discretion of the Pens and Moorings or Dinghy Subcommittee whilst the application is being considered

5.Boating Accommodation Allocation Fee Option #2

5.1 Where a Member has selected Option # 2, the Member is to pay a Boating Accommodation Allocation Fee being double the then annual pen rental charge for that pen or such other fees the General Committee shall determine. The Member will automatically receive a 25% discount on the pen rental that is charged in Option 1 of the pen rental schedule.

5.1.1 Upon application, the General Committee may allow the allocation fee to be paid in four equal moieties over two financial years.

5.2 **A Boating Accommodation Allocation Fee paid by a Member is not transferable to any other Member except:**

5.2.1 Where a couple who are married or in a common law relationship change the nominated responsible Member from one spouse to the other: or

5.2.2 Where a Member who has a boat in Club boating accommodation dies. In this case, the General Committee may offer a continuation of occupancy of the boating accommodation site to the deceased beneficiary provided the beneficiary becomes a Member able to hold that boating accommodation.

5.3 The Boating Accommodation Allocation Fee is not refundable but remains to a Member's notional credit whilst he or she maintains financial Life Special, Senior or Country Membership. A Member re-joining the Club or having held non-voting membership is required to pay a full allocation fee.

5.4 Where a Member requests a transfer to another pen, he or she is liable to pay the difference between the total of the Boating Accommodation Allocation Fee to his or her notional credit and the Boating Accommodation Allocation Fee applicable to the new pen. The value of the notional credit increases to the actual value of the Boating Accommodation Allocation Fee of the vacated accommodation at the time the transfer takes place.

5.5 Where a Member is required by the Club to move his or her boat to another pen, there is no liability for any additional Pen Allocation Fee or an entitlement to a refund as appropriate to the cost of the new pen. The entitlement of the original pen category remains to the Member's Notional credit.

5.6 In the event the Member allocated the Boating Accommodation within a partnership wishes to relinquish or sell his or her share in the boat and where the partnership was declared at the time the boating accommodation was issued, the retiring partner may subject to the approval of the General Committee transfer the boating accommodation site to another of the original partners.

That partner will be liable to pay a percentage of the current allocation fee equal to his or her share in the boat (e.g.: 2 partners in a boat equals 50%,3 partners 33% etc.)

5.7 The Member retiring from a partnership will retain his or her notional credit for the Boating Accommodation site equal to the percentage of the allocation fee paid, as long as he or she remains a financial Life, Special, Senior or Country Member.

5.8 When a Member is selling a portion of his or her boat which is occupying a Pen or mooring, the new partner is required to apply for the appropriate Membership and will be required to pay a proportion of the Boating Accommodation Allocation Fee which will be equal to the proportion of his or her share in the boat.

Any new partner entering the partnership of a boat that is currently Accommodated at the Club will have no claim to that Boating Accommodation unit for a period of 5 years, or at the discretion of the General Committee.

(In accordance with by-law 3.1.3 partnerships are only recognised when the partners are registered owners of the boat with the Department of Transport.

6. Continuity of Allocation

6.1 Discretion of Club

A Member who occupies boating accommodation does so at the absolute discretion of the General Committee.

6.2 Transfer of Boating Accommodation

Boating accommodation is not transferable by private arrangement between Members. It may be approved by the General Committee on written application by the Members involved.

6.3 Sale or Disposal of Boat

Should a boat occupying boating accommodation be sold or otherwise disposed of, the Member allocated the boating accommodation forfeits all rights to that boating accommodation unit and must advise the Club of the disposal as soon as practical. The boat must be removed forthwith unless other temporary arrangements are made with the Pens and Moorings or Dinghy sub Committees.

6.4 Retention of a Boating Accommodation Unit after Sale of Boat

A Member who has been allocated a boating accommodation unit for a boat that has been disposed of, and who wishes to retain that boating accommodation unit may do so with the permission of the Pens and Moorings or Dinghy Subcommittee. Retention of that boating accommodation unit will be for a specified period. The Club reserves the right to sub lease the boating accommodation unit on a temporary basis and the Member remains liable for the rent less 50% of any consideration from the sub lease which will be credited to your account. Should that Member purchase a new boat, the

retention of the boating accommodation unit is subject to the unit being suitable for the new boat. If it is not, the retention of the original pen will not automatically entitle the Member to a suitable boating accommodation unit.

6.5 Notification of Change of Ownership of Boat

The Member responsible for the boating accommodation unit must notify the Club as soon as practicable and in advance of any intention to alter the ownership of a boat.

6.6 Failure to Comply or Occupy

Where a Member fails to comply with the conditions applicable to his or her allocated boating accommodation; or fails to occupy allocated boating accommodation; or without the written approval of the General Committee, fails to keep occupied allocated boating accommodation for 30 consecutive days or more, the General Committee may require the Member to show why the allocation should not be cancelled. If the Member fails to respond or the response is, in the opinion of the General Committee, unsatisfactory, the allocation may be cancelled.

6.7 Change of Allocation

The Pens and Moorings or Dinghy Sub-committees have the right to change boating accommodation units at any time on a minimum of 14 days' notice to the Member concerned.

6.8 Failure to Remove Boat

6.8.1 If the right to occupy boating accommodation is withdrawn, the boat must be removed by the Member within 14 days of notice or such other time as agreed with the appropriate subcommittee.

6.8.2 Failure to remove the boat following the expiry of the notice period will results in the Member being charged a fee equal to double the current rental fee, charged prorate daily from the date of that expiry.

6.8.3 The General Committee may remove a boat from a boating accommodation unit where occupancy has been withdrawn. The boat may be moved to an alternate boating accommodation unit and disposed of in the manner permitted by the Government of Western Australia, Department of Commerce, Disposal of Uncollected Goods Act 1970.

7. Annual Rental Fees & Other Charges

Pen rentals are divided into 3 options as outlined in the Pen Fee Schedule.

Option 1 First 12 month's rent is payable in advance in addition to a refundable Pen Bond. Pen Bond is equivalent to 50% of the annual pen rental. Refer to the Pen Fee Schedule.

After the first 12 months, pen rental is payable in two 6-month moieties - January and July.

Note: Pen Bonds are non-interest bearing & refunded when the pen is relinquished, and the boat has left the Marina or sold to an existing Member.

Option 2 The non-refundable allocation fee payable is equal to twice the annual pen rental (refer section 5 for advantages) Members choosing option 2 will receive a 25% discount on their annual rental fee. Refer to the Pen Fee Schedule.

Option 3 A short term monthly rental option with a maximum period of 12months. A refundable bond is payable on application. Refer to the Pen Fee Schedule.

7.1 Setting of Fees and Charges

The General Committee determines charges for the occupancy of boating accommodation and access to related amenities.

7.2 Payment of Fees and Charges

The Boating accommodation rental fee and related amenities charges are payable in advance from the commencement of the month in which a boating accommodation unit is allocated.

7.3 Approach to the Setting of Fees and Charges

7.3.1 Boating accommodation fees and charges are established with the general aim of taking a consistent, equitable, common approach.

7.3.2 The general approach to the setting of pen fees is to group pens into categories and allocate a pen rental value to each of these categories. The rental value is determined primarily on the length of the pen, with consideration given to larger area pens that can accommodate wide beamed craft such as catamarans. The linear system groups similar pens together providing the means to charge a single fee per category.

7.3.3 The general approach to the setting of mooring fees is to charge a standard fee for all moorings irrespective of the size of the boat. The mooring fee is based on the Category 2 pen fee.

7.3.4 Amenity fees are charged for power and water.

8. Moorings

8.1 Club Mooring Area

The Club leases a mooring area to the west of the jetty system from the State Government. The mooring area is bounded by a gazettes ski area and divided by a rowing Club access channel. Plans of the mooring area can be viewed at the Club.

8.2 Ownership and Type of Moorings

Only Club owned, installed and maintained moorings are allowed in the Club mooring area. The Club installs moorings to its standards, consisting of ground tackle, a mooring buoy and the mooring line between the buoy and the ground tackle. The Club inspects and maintains the mooring buoy equipment it has installed.

8.3 Connection of Boats to Moorings

A Member who is allocated a mooring is responsible for the proper use of the mooring, the state of repair of the boat attached to the mooring and the connection of the boat to the mooring buoy. The Member must ensure that the mooring lines installed between the boat and the buoy are fit for purpose and maintained in a safe condition. Current minimum specifications for these mooring lines are attached as Appendix 1 Notwithstanding the minimum specifications, the Club reserves the right to direct a Member to attach lines of a specific load bearing capacity and in a specific fashion between a boat and mooring buoy to address specific mooring issues.

8.4 Prohibition of Mooring Use

If the General Committee considers mooring equipment, the manner in which a boat is attached to a mooring, or the condition of the boat to be unsafe, it may direct the Member to remove the boat until the defects are rectified.

8.5 Notification of Mooring Faults

The Member allocated a mooring has a responsibility to report any damage to Club provided mooring equipment to the Club for rectification.

9. Floating Docks

9.1 Approved Floating Docks

Only Floating Docks that have been approved by the Pens & Mooring Committee are permitted for use within CYC pen system.
Members seeking approval must apply on correct “Floating Dock Application” form.

9.2 General Terms and Conditions

The Member must agree to and comply with the following requirements prior to installing the dock.

1. The dock is considered to be part of the boat; therefore, it must comply with the pen mooring line requirements laid out in Appendix 1 of the Boating Accommodation Guide.
2. Neither the dock, nor the boat can be changed without General Committee’s approval.
3. Pen movement within the marina will be limited to pens suitable for the approved dock.
4. The Member is not permitted to bolt or secure any part of the dock to the jetty or pylons.
5. The boat must always be secured to the dock.
6. The Pen holder will be held responsible for any damage caused to the jetty or mooring piles by the floating dock.
7. The Member guarantees that the unit will always be kept clean and tidy and not to emit any odour.
8. Failure to comply with the above, or any complaints from other members that can’t be resolved, may result in the member being asked to remove the dock from the Marina.

9.3 Modular Floating Docks – Special Terms & Conditions

1. Modular floating docks are being trialled at the club on a G Jetty “Pontoon” & in approved pen’s throughout the marina using the club approved contractor.
2. The member pays a non-refundable $200 application fee to the club and when approved.
3. The member purchases the dock from the club approved contractor (as per the supplier’s terms & conditions) and owns the dock after doing their own due diligence.
4. Pen & allocation fees - The club receives pen & allocation fees as per the designated category of the dock (not the boat).
5. Should the member choose to leave the club, vacate the pen or move the dock, the member has the following options.
    a) Independent Pens
        a) Remove the dock and remain the pen holder until pen is relinquished.

b) The member can sell the dock & keep it in place for another member / or new member. (After committee approval to join the club)

b) Pontoon Only
   a) The member can sell the dock & keep it in place for another member / or new member. (After committee approval to join the club)
   b) Remove the dock & make good the ponton using the club approved contractor to carry out the job at the members' expense.
   c) Offer the dock to the club to purchase at an agreed rate or if the member & club can't agree at fair value determined by an appropriate third party.

6. DOCK INSTALLATION & MAINTENANCE The member is responsible for correct installation & dock maintenance & agrees to:

a) The dock must be fitted & roped into pen as per club requirements in BAG.
b) The dock is to be 1 meter smaller than the pen width to allow effective mooring.
c) Have the dock cleaned and inspected by an approved contractor at least once per year and provide a copy of the report to the club.
d) Have any damage or repairs recommended in the report completed within 30 days of the report being presented. This also applies to any damage or repairs required at any time.
e) The club completing the repairs if the member has not complied with Paragraph b) in the 30-day period. This will be done at the owner's expense.
f) For convenience the club may arrange for a single approved contractor to carry out the annual inspection & repairs after confirming with dock owners and costs allocated amongst dock owners. (Pontoon Only)

7. VESSEL DOCKING & POSITIONING ON DOCK

a) Member must be in attendance to drive or supervise docking of vessel.
b) Boat, Outboards & propellors must not protrude beyond dock and into waterway.
   The rear central roller float must be removed for outboard to sit boat forward.
c) Boat driven / winched forward until outboard leg contacts dock. Outboard is then to be raised to clear water only by 50mm.
d) Boat must sit squarely on dock and not leaning one way or the other.

Note: If the boat owner cannot fulfill these conditions, at the committee's direction he may have to move to larger pen to correctly satisfy the BAG.

8. STORAGE & DOCK USAGE - No items are to be placed on dock other than vessel registered for that dock unless approved by the committee.

a) Docks are only to be used to store approved vessel.
b) Approved storage boxes may be installed with committee approval.
c) Storage of non-boat items such as cray-pots / kayaks etc is not allowed.
d) No items to be placed on finger jetty if in independent pen.

9. ELECTRICAL CABLES & HOSES

a) Hoses and extension leads to be kept tidy.
b) If extension lead used must have approved sealed plug connection to jetty

10. Dinghy Shed Racks

10.1 Allocation and Use of Dinghy Shed Racks

Dinghy Shed racks are available for racing Dinghies owned and raced by Eligible Members on a regular basis and for support boats associated with Dinghy racing. Applications are made in writing to the Dinghy Sub-Committee who allocates the racks. Boat maintenance work such as painting and structural work is not permitted in the Dinghy Shed.

10.2 Retention

The Dinghy Sub-Committee continually reviews allocation and retention of racks to ensure maximum benefit is derived from the facility for sailing competition.

10.3 Charges

Charges for the Dinghy Shed Racks are determined by the General Committee.

10.5 Safety

Flammable and dangerous goods are not to be stored in the Dinghy Shed. Boating equipment is to be stored on or under the rack of the boat to which it relates.

11. Foreshore Dinghy Storage

11.1 Availability

A Dinghy storage area exists on the foreshore to the east of the car park at the discretion of the Swan River Trust. The Trust tolerates Members storing tenders for boats in Club boating accommodation at or above high-water mark so that public access along the beach is not impeded. Continuing availability of this accommodation is at the absolute discretion of the Trust.

11.2 Responsibility

Members are responsible for the storage of their own Dinghies in that area. The Club facilitates continued access to this area by limiting its use to dinghies that are tenders to boats and that have the registration number of the boat to which they are a tender clearly identified on the exterior of the hull in accordance with Department of Transport requirements.

11.3 Allocation

Foreshore storage locations are not allocated by the Club.

11.4 Safety

As the area is located on public foreshore land, Members should ensure that their dinghies are stored in a safe fashion. Dinghies that are not identifiable or derelict may be removed and disposed of by the Club.

11.5 Charges

No charges are imposed by the Club for foreshore Dinghy storage.

12. Temporary Use of Pens & Moorings

12.1 Availability and Allocation

Pens and moorings may be allocated on a temporary basis to Members who are allocated another boating accommodation site for boat maintenance or modification, or such other purpose approved by the Pens and Moorings Subcommittee. Applications must be in writing detailing the purpose, duration and any processes that may be used.

The Club may make available temporary courtesy pens which will be designated for 48hrs use only.

12.2 Charges

Charges for the use of Temporary Pens are as determined by the General Committee and are currently 1.5 times the normal pen rental.

12.3 Allocation Fee Paid

If a full allocation fee has been paid by a Senior Member the Pens and Mooring Committee may, at its sole discretion, adjust the temporary pen fee to the standard pen rental rate for the category of pen required and or available.

13. Under Croft Work Area

13.1 Work Area

An area on the western side of the lower deck is available to Members for the repair and maintenance of boats located in boating accommodation and equipment from those boats. The Club provides benches fitted with vices, trestles, power and hot water for this purpose.

13.2 Area is not a Storage Area

The Club does not provide this area for storage of boats or boating equipment except that which is being repaired or maintained and only for the duration of that activity. Equipment not identifying the name of the responsible Member will be removed.

13.3 Consideration of Members

Members using the area for maintenance of boating equipment must occupy parts of the area to cause minimum inconvenience to other Members by using the area thoughtfully and for the minimum period of time possible.

13.4 Housekeeping

Members are responsible for leaving the work area in a clean and tidy state.

13.5 Dangerous and Inflammable Goods

Dangerous and inflammable goods are not to be stored in the Under-croft area.

14. Launching Ramp

14.1 Availability

The launching ramp is available to Senior Members for the launching and retrieval of Club registered boats.

14.2 Access

To guard against unauthorized use, access to the ramp is restricted by a chain and padlock. Members must ensure the chain is locked back in place when they have finished launching or retrieving their boat.

14.3 Approval of Boats Using the Ramp

All Members boats using the launching ramp must comply with all the safety and environmental requirements contained in this Guide. Boats and trailers must be registered with the office, and copies of the current DoT registration papers and insurances policy must be supplied.

Trailers can be left on the Member's grassed area *(the overflow parking area)*:

- **ONLY** between 7am-7pm Monday-Friday
- This excludes Public Holidays
- Trailers **MUST** be detached from your vehicle

Strictly no trailer parking on Weekends at the Club

14.4 Duty of Care

Members using the ramp do so at their own risk and must exercise proper and reasonable care in the launching and retrieval of boats.

14.5 Housekeeping

Members are required to ensure the ramp is kept in a clean and tidy condition after use.

15. Fuel Jetty and Fuel Facility

15.1 Availability

Eligible Members may use the fuelling jetty for the taking on of fuel and water; the loading or unloading of passengers, luggage or equipment; or the temporary securing of boat.

15.2 Time Limits

Boats must not be secured to the jetty for more than one hour unless prior permission has been obtained from the Club. Members using the fuel jetty to load, and unload must not block access to the Fuel Bowsers

15.3 Fuelling Requirements

Members' obligations at law and to the Club are contained in Appendix 2

15.4 Access to Fuel Facility

Boats secured to the Fuel Jetty that are not taking on fuel or water must not prevent other Members from fuelling their boats.

15.5 Payment of Fuel

Fuel is paid directly at the bowser with a current credit card.

16. Safety and Environmental Requirements

16.1 General Requirements

16.1.1 All boats occupying pens or mooring sites and all boating operations conducted by Members in and about the Club must comply with the relevant State and Federal legislation and the Safety and Environmental Requirements of the Club. Some are summarized in the Appendices to the Guide.

16.1.2 No boat can enter or remain in boating accommodation or on Club premises unless it complies with these requirements.

16.2 Club Environmental Management System

The Club's environmental obligations and standards are detailed in its Environmental Management System. All Members are encouraged to familiarize themselves with this document available on the Club's Website.

16.3 Vessel Safety Inspection Declarations (VSID)

No boat can use Club boating accommodation unless the responsible Member has provided the Club with a completed and signed VSID form that has been accepted by the Club as meeting its requirements. A VSID is renewable every three years or when significant changes are made to the boat's fuel, gas or electrical systems. The Club reserves the right to board and inspected the boat at any time if deemed necessary.

16.4 Discharge and Removal of Flammable Liquids

No petrol, oil, or other flammable liquid, or any petrol, oil or similar soaked material of any description can be discharged or thrown into the water from any boat moored in

boating accommodation or alongside any Club jetty. The Club does not have facilities for the receipt of waste petrol, oil, or other flammable liquid. Members must make their own arrangements for the removal of this waste.

16.5 Emergency Entry

In the case of any fire or other emergency, a boat owner is deemed to have granted to any Member of the Club the right to make a forcible entry into his boat for the purpose of dealing with such emergency.

16.6 Fire Precautions

To avoid the risk of fire on board at any time Members must ensure:

16.6.1 Bilges are to be kept clean and free from petrol and oil.

16.6.2 No gas operated refrigerator is left in operation while a boat is unattended in boating accommodation or alongside any Club jetty.

16.6.3 No boat stores on board any thinner for paint or lacquer, or any flammable liquids not used for heating, cooking, or lighting. Quantities up to 4 litres of Class 1 and 2 fuels must be safely stowed in leak proof, pressure proof containers. Quantities over 4 litres must be stored in fuel tanks.

16.7 Refuelling in Pens Prohibited

The refuelling of boats in pens is strictly prohibited.

16.8 Repair of Boats

Members must keep their boats in a reasonable state of repair. Should the General Committee consider a boat to be in such a state of disrepair as to constitute a hazard to the boat, persons, and other boats or Club property, it can direct the Member in writing to affect necessary repairs. Should the Member fail to affect such repairs within a reasonable time, the General Committee may withdraw the allocated boating accommodation and remove the boat in accordance with Clause 19.1

16.9 General Condition of Boats and Docks

Members must keep their boats, and floating docks if installed, in reasonable condition so as to not negatively impact the amenity of the Marina. This includes, but is not limited to; keeping the boat and floating dock free of nesting birds at all times, cleaning the hull of the boat yearly to prevent excessive build up, keeping exposed decks free of food that might attract birds and vermin, keeping engines (where fitted) serviceable and able to move the boat in and out of the pen or from a mooring (as applicable). Should the General Committee consider the condition of a boat, or floating dock, to be causing a hazard or nuisance to the rights and privileges of other Members of the Club, or negatively impacting the amenity of the Marina, it can direct a member in writing, to improve the condition. Should the Member fail to act to improve the condition within the specified timeframe, the General Committee may

1. instruct the General Manager of the Club to retain a third party to undertake the corrective actions and debit the Member's account or,
2. withdraw the allocated boating accommodation and remove the boat in accordance with Clause 19.1

16.10 Discharge of Sewage

No solid sewage is to be discharged from a boat in any area of the Club Lease which includes the mooring area.

16.11 Discharge of Waste

Members must not discharge waste into any area of the Club lease, other than bilge and wastewater not unusually contaminated by foreign or noxious matter.

17. Liabilities and Insurances

17.1 General Liability

Members using any form of Club boating accommodation and facilities do so at their own risk and the Club is not responsible for any injury, damage or loss sustained by any Member or their guests to their pens, personal belongings or boat. In accepting the allocation of boating accommodation, the Member must indemnify, and keep indemnified, the Club for any injury, damage or loss as a result of using that accommodation or facility. A Member is liable for any injury, damage or loss caused by his or her negligence to boating accommodation, his or her guests, his or her own boat, boats of other Members or the public.

17.2 Damage

It is the responsibility of all Members to report at the earliest opportunity any damage to boating accommodation and other Club facilities whether caused by them, their guests, their boat or unknown causes.

17.3 Insurance and Registration

A Member shall not allow a boat to be left in Club boating accommodation on a temporary or continuing basis unless it has a current and valid Western Australian registration certificate and a current insurance policy. In addition to ensuring their boats, Members are required to carry public liability insurance of not less than Ten million dollars ($10,000,000) or such greater amount the Club may require. A copy of each year's subsequent receipted insurance and registration renewal notice must be provided to the Cub for the purpose of updating records as soon as possible on renewal.

18. Maintenance Contractors

The Club has a list of registered Contractors published on the Club's Website.

- All Maintenance or Service Providers entering the premises and the boating accommodation to carry out work on a Member's boat must be a registered Club Contractor and pay the appropriate fees.
- Before access is granted to the Contractor, they must provide Certificates of Currency which satisfy all insurance requirements as detailed below.
- Continued access will be subject at all times to both currency and validity of insurance.
- A Contractor undertakes and agrees not to commence or proceed with any action, suit or proceedings against Claremont Yacht Club or any Director, Officer, Employee or Agent of the Club in respect of any personal injury or damage to property occurring whilst the contractor or sub-contractor is within the Club's premises or facilities, unless caused by the sole negligence of the Club.

18.1 Insurance Requirements

Access to Claremont Yacht Club Premises is strictly contingent on contractors fulfilling ALL of the following insurance requirements:

- Workers Compensation or Personal Accident Insurance (for sole traders)
- Ship Repairers Liability Insurance with an indemnity limit of not less than $10 million or Public Liability Insurance which includes a Ship Repairs Liability with an indemnity limit

of not less than $10 million. (Note: Normal Public Liability Insurance does not provide cover for marine craft over 4M)

18.2 Safe Work Practices

Contractors are required to:

- Observe the safe work practices requirements of the Occupational Health, Safety and Welfare Act 1984, the Occupational Health, Safety and Welfare Regulations 1988, appropriate Australian Standards and Codes of Practice approved by State and Federal Occupational Health and Safety Commissions, as they apply to your tasks.
- Ensure that all employees are trained and supervised in the safe use of all equipment or tools required to carry out your tasks.
- Ensure that all employees observe all safe work practices in relation to working in confined spaces.

18.3 Environmental Requirements - General Legal Obligations

Contractors have an obligation to conform to the requirements of the following:

- Australian Standard 1940 – The Storage and Handling of Flammable and Combustible Liquids.
- Environmental Protection Act 1986 (WA); and
- Pollution of Waters by Oil and Noxious Substances Act 1987 (WA).
- Pollution of waterways is a prosecutable offence and the Club takes all reasonable precautions to prevent and contain pollution originating from Club facilities. The Club urges Members and Contractors to make themselves familiar with all applicable legislation and standards.
- The use of toxic or dangerous chemicals, paints, etc is not permitted.

18.4 Contractor Engaged by a Member

Should a member choose to engage a non-registered Contractor:

- The Member must accompany the Contractor on to the Jetty
- The Member is solely responsible for the Contractor at all times ensuring they have a current Certificate of Insurance

or

- The Member can advise the Office the date and estimated arrival time of the Contractor. The Contractor must provide current copies of Workers Compensation or Personal Accident Insurance *(for sole traders)* and Ship Repairers Liability Insurance with an indemnity limit of not less than $10 million or Public Liability Insurance which includes a Ship Repairs Liability with an indemnity limit of not less than $10 million.

(Note: Normal Public Liability Insurance does not provide cover for marine craft over 4M)

- Access will not be granted unless the above requirements are met
- An Administration fee of $25 will be charged to the Member's Account each time a non-registered Contractor requires access to the Marina.

19. Miscellaneous

19.1 General Powers of Removal of Boat and Equipment

The Club reserves the absolute right to remove or otherwise dispose of any boat, trailer, jinker or other item of equipment from the Club grounds, jetties, pens and mooring area that is, in the opinion of the General Committee, derelict, in an unsatisfactory state of repair or causing any hazard or nuisance to the rights and privileges of other Members of the Club. In such cases reasonable notice is given to the Member that such action is likely

to occur. Any costs incurred by the Club in removing, or disposing, of such boat or equipment is debited to the Member's account and becomes recoverable debt to the Club. This provision includes a boat and its equipment for which occupancy rights have been withdrawn. Should the owner cease to be a Member, then recovery will be in accordance with common law rights.

19.2 Living Aboard

Members may not temporarily or permanently live on their boats occupying Club boating accommodation except to the extent permitted by the Swan River Trust. As at June 2014, this is limited to 10 nights in any month or 6 consecutive nights. Guests of a Member may not temporarily or permanently live on his or her boat unless, and only for the time that, the Member does so.

19.3 Jetty and Pen Security

The pen system is secured by a security gate that requires Members to use a security card for both access and egress. Members must not disable or block the security system in any fashion. A Member who holds a security key card to the pen system is not permitted to provide any person, not being a Club Member, with that key card or have cause to have that key copied or duplicated in any way.

19.4 Jetty Trolleys

The Club and Sponsors provide trolleys for the convenience of Members. Members must return the trolleys to the trolley bays near the entry to the Marina gate when they have finished being used. Trolleys must not be left on jetties at any time when not in use. Members are to leave trolleys in a clean and serviceable condition.

19.5 Fishing and Crabbing within the Marina

The Club recognises that fishing and crabbing provides enjoyment for many members. Members with marina access are permitted to fish and crab from common jetty areas as long as their activities do not interfere with the use of the Club facilities by other members. Fishing lines and crab lines must not interfere with members' vessels, mooring lines and jetty infrastructure. Walkways are to be kept clear to enable safe passage of all members. Floating docks belong to individual members and do not constitute common areas.

For safety reasons, fishing and crabbing are not permitted, at any time, on the eastern side for the fuel jetty. This area is demarcated with a red line along the jetty.

Members are reminded to clean up after themselves and dispose of all unused bait, fishing line and other rubbish in the bins provided.

Appendix 1

Pen Line Requirements

A1.1 General Description

Boats must be secured in pens by suitable port and starboard bow and stern lines that fitted with dampers and attached to secure points at the bow and stern of the boat and pen. Port and starboard forward and aft springers must be attached on the port and starboard side of the boat at a point no closer than midships from the end of the springer attached to the pile or jetty. A diagram is contained in this Appendix.1

A1.2 Mooring Lines and Dampers

All lines and dampers must be of a material, size and weight appropriate for the boat they are securing. The Pens and Mooring Subcommittee establishes recommended specifications. Current specifications are contained in this Appendix.1

All mooring lines are to be fixed to mooring pylons or ring bolts only and must have a "Hard Eye" spliced in & a mousing wire on the shackle where they attach to ring bolts &/or chains.

Ropes used to pull boats closer to finger jetties may be attached to Fenders but must be long enough not to pull tight when the boat is in its normal position.

Notwithstanding the general specifications, the Club reserves the right to direct a Member to attach lines of a specific load bearing capacity and in a specific fashion to a boat to address specific mooring issues.

Connecting to a CYC floating mooring the Member is responsible for the tackle and the mooring lines between the boat to the mooring buoy, the Club is responsible for all the tackle below the buoy, although dampers are not required 2 Bow mooring lines are required and must comply with the specifications in Appendix 1 below.

A1.3 Periodical Inspections

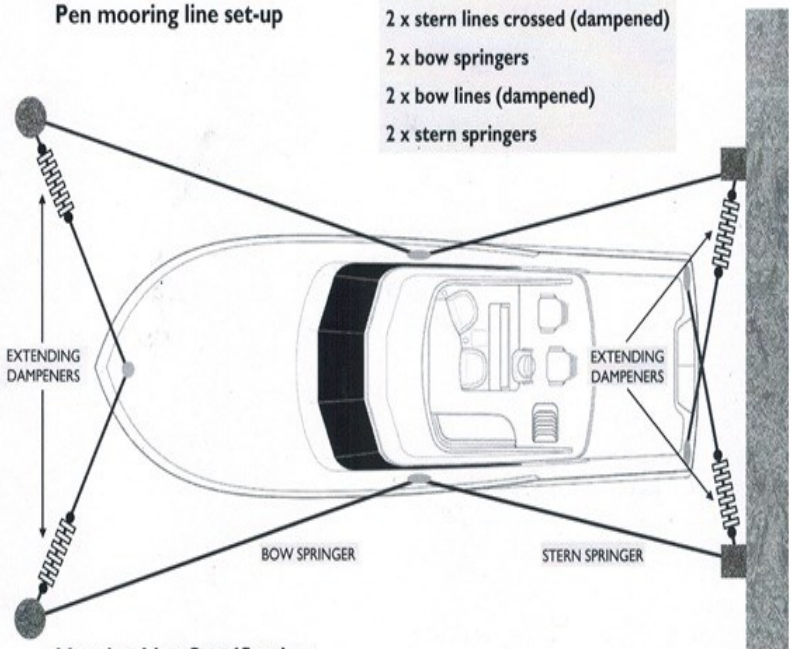
The Club periodically inspects all lines and dampers and notifies Members in writing of any missing or defective elements. Any failure to replace or rectify the deficiency within the time specified in the notice results in the Club proceeding to affect the replacement or rectification at the Member's expense, and the cost of such works is charged to the Member's account and becomes a debt owed to the Club.

Appendix 1 *(cont)*

PEN LINE REQUIREMENTS

Pen mooring line set-up

- 2 x stern lines crossed (dampened)
- 2 x bow springers
- 2 x bow lines (dampened)
- 2 x stern springers



Mooring Line Specifications

Boats to a LOA of 7.5 metres

Chains	10mm minimum link
Ropes	16mm minimum diameter bow and stern lines
	10mm minimum diameter side springer
Extender	to suit bow and stern rope diameter
Weights	10 litre concrete only on wooden piles
Shackles	13mm bow shackles

Boats to a LOA of 10 metres

Chains	13mm minimum link
Ropes	18mm minimum diameter bow and stern lines
	12mm minimum diameter side springers
Extender	to suit bow and stern line diameter
Weights	20 litre concrete only on wooden piles
Shackles	13mm bow shackles

Boats over 10 metres LOA

Chains	13mm minimum link
Ropes	22mm minimum diameter bow and stern lines
	18mm minimum diameter springer lines
Extender	to suit rope diameter
Shackles	16mm bow shackles.

Appendix 1 *(cont)*

No chains & weights will be allowed to be put on or be replaced within the marina from **June 2020**

All existing chains & weights must be replaced with the rubberised dampers by **June 2022**

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PEN LINE REQUIREMENTS - Cont'd

Please note that bow and stern lines require dampening by either weights or rubber extending dampers.

Club preference is to use springs on bow and stern lines instead of weights.

If weights are used, they must be set with a minimum of 500mm between weights and pile (wooden pile).

Note no weights are permitted where steel piles are used, rubber springs only can be used.

Only rubber extending dampers can be used on or near steel piles. Club preference is rubber extending dampers (see below).

Conventional weights can be used where there are wooden piles, but need to be set 500mm clear of piles when attached to the boat.

PREFERRED

Rubber extending absorber
No weight required

PERMITTED WEIGHT

Concrete in poly pipe
(no steel)

Appendix 2

Requirements Relating to Refuelling and Spillages

A3.1 Responsibility

A Member must oversee refuelling operations. That Member carries the sole responsibility for refuelling activities.

A3.2 Refuelling Procedures

Before Refuelling

- Set a SFL (safe fill limit) for each tank to allow for expansion or trim. This is not the capacity of the tank.
- Prior to refuelling, determine volume to be pumped into each tank, without exceeding the SFL.
- Moor the boat securely.
- Shut down all engines.
- Make sure firefighting equipment is available for immediate use.
- Take effective measures to contain any spillage (e.g. block scuppers; place buckets/bags under fuel breathers wherever possible; have cloths and/or absorbent pads at hand to catch any minor spills).
- Make sure adequate lighting is available.
- Establish with others on board emergency shutdown procedures.
- Prohibit smoking and ignition sources on or near vessel.
- Fuelling is prohibited if hot works are being performed within 20 metres of the fuelling point.
- The refuelling of a boat rafted up greater than two wide is prohibited.

During Refuelling

- The Member or a responsible person delegated by the Member must stand by the nozzle or inlet and maintain a visual check on the breather.
- Place safety bags at each breather while refuelling.
- Maintain contact with the fuel nozzle and fill pipe to avoid static.
- Constantly monitor fill rate to avoid overfilling.
- Adjust flow rate to suit tank to be filled.
- Check hose for any leaks or damage.
- Do not jam the trigger on the fuel nozzle open.

Appendix 2 *(cont)*

After Refuelling

- Lift the filler hose and nozzle to drain any residual fuel from the hose into the tank.
- Thoroughly clean up any spillages.
- Leave the hose in a tidy state at the bowser.
- Be aware that traces of fumes may remain in lower extremities of vessel such as the hull and bilges. Operate bilge blowers to purge remaining fumes before operating or starting engines.

A3.3 Managing and Reporting Spills

Managing Spills

- Spill Kits are available at the base of the Western stairs and at the fuel pump on the jetty.
- Spill Kits contain booms, pads, pillows, mops, gloves and plastic bags for the safe disposal of used materials.
- Urgently attempt to contain the spill unless it is petrol.
- Spills involving petrol should be left to professionals as petrol is extremely flammable.
- If the spill is small, absorbent pads should immediately be placed on the spill and then removed and disposed of correctly no flammable product are to be placed in the Clubs dumper bin they must be removed from the property and disposed of appropriately.
- For spills of any significance or when fire is considered to be a danger, professional help should immediately be sought. Contact the Department of Fire and Emergency Services. Dial 000 Remember time is of the essence
- In the interim try to contain the spill with absorbent pads from the Spill Kit as well as brooms and mops. This service will direct the clean-up.
- For land-based spills all efforts should be made to contain the spill and prevent it entering the river.
- Do not use detergents or chemicals on spills.
- Members are encouraged to keep absorbent pads on their boats.
- The Club Boatswain and some administration staff have been trained in the correct use of Spill Kits. They should be contacted, and their assistance sought during their working hours.

Reporting Spills

- All spillages are to be reported the General Manager, Club office or a Flag Officer at the same time as the management process has commenced. This includes spills observed by a Member who was not involved in the spill, such as observed oil slicks. It also includes any spill, regardless of size, that is on the water or may enter the river.
- Once the spill has been dealt with the Member must complete an Incident Report Form. Forms are available from the office.

- The Department of Transport phone number for spills is ***9480 9924.***
- When reporting the spill, the following information will assist the emergency response:
    - When and where the incident occurred and whether it has ceased.
    - Type of substance and estimated quantity released.
    - Any activity initiated to contain the spill.
    - Source of the spill.
    - Name of the boat if applicable; and
    - The reporter's contact details.

Appendix 3

Club Electrical and Gas Standards

A4.1 Connecting Boats to Shore Power

The boat's low voltage electrical system and the supply lead for connection to the shore-based power supply must comply with Australian Standard 3004 and the following requirements. These requirements are in addition to the need for electrical systems on boats to be certified as compliant with regulations and standards.

All boats connecting to shore power must have a galvanic isolator fitted.
(This has become compulsory as of June 30th, 2020)

The electrical supply at the Claremont Yacht Club is 240 volts at 50Hz single phase supplied by 15-amp socket outlets, which will accommodate standard Australian plug. Connection to the 240-volt single phase supply must be via a 15amp 3 pin plug with an IP rating of IP56 (dust proof and weatherproof to heavy seas force). Plug tops with an IP56 rating can be identified by the screwed locking ring.

The service pillar connection requires a 15-amp heavy duty supply lead with an IP56 3 pin plug and locking ring. The boat connection end of the lead requires an IP56 3 pin socket and locking ring. Both locking rings need to be engaged when in the lead is in use 3 pin plugs with a rating of less than IP56 are not permitted.

Service pillar connection

Vessel Connection

Appendix 3 *(cont)*

- The Supply leads must be heavy duty flexible cords with a minimum current rating of 15 and a continuous length not exceeding 25 meters (complying with AS/NZS 3191 or AS/NZS 5000.1).
- Supply leads are to be tested and tagged on an annual basis by a qualified person. Tags are to be affix within 1 metre of the service pillar connection.
- Supply leads must be attached to the boat and the jetty in such a manner that no chafing or rubbing can occur at any point along its entire length.
- The supply lead and ether of its ends must be prevented from sagging or falling into the water.
- Only ONE supply lead is to be connected to any socket outlet. The use of double adaptors or power boards is prohibited.
- The entry of moisture and salt into the boat's shore power inlet may cause a hazard. This should be examined carefully and cleaned before connecting to the facility electrical supply.
- Before leaving the pen system, the facility electricity supply must be switched off and the supply lead disconnected. The supply lead should be disconnected from the facility socket outlet first, and then from the boat's shore power inlet. Any cover that may be provided to protect the appliance inlet from the weather should be securely replaced. The supply lead should be coiled up and stored in a dry location where it will not be damaged.

A4.2 Batteries and Battery Charging

Battery trickle chargers or other electrical equipment, attached to the Club's power mains, may be left on unattended provided the charger has an automatic voltage cut out and is fitted a suitable fuse on the AC side of charger.

A4.3 Liquid Petroleum Gas (LPG)

All Members with boats occupying boating accommodation with gas appliances on board must provide to the Club with a copy of the boats gas compliance certificate, completed by a licensed installer in accordance with the *Gas Standards Act 1972* (WA); the Office of Energy Gas Regulations 1999; and Australian Standard clause AS5601/-2004. A sighting of the certificate will suffice if it is attached to the boat.

Whether the gas cylinder supplies a fixed or portable appliance must.

As stated in gas Standard regulations 1999

"For the purposes of clause 6.3.4.3 of AS5601/AG601-2002 a cylinder compartment drain must be connected directly to the outside of the marine craft"

This means the storage location of the cylinder to comply must drain to the outside of the boat and not be able to drain into the hull. LPG flows like water