

3600CLUB POLICY

Pens & Hardstands

Marina Rules

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MANDURAH OFFSHORE FISHING AND SAILING CLUB MARINA RULES

The intent/purpose of this document is to provide workable rules for the management of an important club asset owned by Mandurah Offshore Fishing and Sailing Club for the enjoyment of ordinary club members, license holders, and participants in club events, regatta's and the welcoming of/reciprocation with other boating clubs Australia and Worldwide.

1. Interpretation

1.1. In these by-laws unless the context otherwise requires

“**Club**” means the Mandurah Offshore Fishing & Sailing Club Inc.

“**Club Manager**” means the person (if any) from time to time appointed to that position by the Management Committee.

“**Hardstand**” means the area (located in the car park of the Premises) set aside by the Club for the storing of boats.

“**Management Committee**” means the Committee of the Mandurah Offshore Fishing & Sailing Club Inc.

“**Marina**” means all the water and land comprising the Mandurah Ocean Marina.

“**Member**” means a member of the Club.

“**Marinas Committee**” means the Committee established by the Management Committee to manage the Marinas in the Marina within the control of the Club.

“**Premises**” means that portion of the Mandurah Marina from time to time under the control of the Club.

“**Vessel length**” means bowsprits, anchors, marlin boards, davits, dinghies or any other attachments at bow and stern are included for measurement purposes.

1.2. Words importing the masculine gender shall include the feminine gender and vice versa and words importing the singular number shall include the plural number and vice versa.

2. Maintain Boats and Vessels

2.1. Boats or vessels which are operated or berthed at the Club must be kept in proper repair and maintained so as not to pollute or interfere with the Marina or the waters thereof.

3. Seaworthiness

3.1. The ability for a vessel to operate under its own power thereby ensuring movement in cases of emergency and the protection of other vessels within the Wet Pen System as a result of such an emergency.

3.2. The Marina Sub-Committee or the General Manager (with approval from the Rear Commodore Marina) can direct the owner of a vessel deemed unseaworthy to rectify the cause of its unseaworthiness within a set period of time and in the event that this direction is not adhered to, take action to cancel the vessels pen leasehold.

4. Boat Wastes

4.1. Boat wastes are to be disposed of at boat waste disposal units provided or otherwise where specified and permitted by relevant authorities.

5. Foreshore and Grounds

5.1. A member shall not without authority drive a vehicle on any part of the area surrounding the Club unless the area is a formed road, boat ramp, service area or parking area.

- 5.2. A member driving a vehicle on a road, ramp, service or parking area shall not do any act that would breach any law of the State as if that road, ramp, service or parking area were a "road" for the purposes of the Road Traffic Act 1974.
 - 5.3. A member shall not drive a vehicle on the Club grounds in a dangerous or careless manner or without reasonable consideration for other persons or vehicles in the vicinity.
 - 5.4. A member shall not drive a vehicle at a speed in excess of 30 kilometres per hour on any road surrounding the Club.
 - 5.5. A member shall not park a vehicle without reasonable consideration for any other persons or vehicles in the vicinity nor in such a manner as to prevent or to impede access to facilities such as waste disposal bins, jetties, ramps, gantries, etc within the Premises.
 - 5.6. Where parking spaces have been marked or defined as a parking area, a person shall not park any vehicle within the Premises in that parking space, otherwise than wholly within a parking space so marked or defined.
 - 5.7. The ramps are to be used only for the launching and retrieving of boats from trailers. Repairs, loading, washing down and assembling of lighting systems, etc only are to be carried out in the designated areas and not on the ramps or approaches.
- 6. Applications for Marinas or Hardstand**
- 6.1. All applications for licences to occupy Marinas or hardstand must be made in writing to the Club Manager (and may be refused or granted at the discretion of the Marinas Committee). Applications for licences for Marinas or hardstand are to be signed by all members having title to the vessel.
 - 6.2. Marinas or hardstand sites are not transferable.
 - 6.3. The Marina Committee reserves the right to cancel or change any allocation of a Marina or hardstand site at any time on fourteen (14) days notice being given to the member.
 - 6.4. Any notice to be served herein on the holder of a Marina or hardstand site may be served by letter addressed to their place of abode or address registered in the books of the Club and notice so posted shall be deemed to be served.
 - 6.5. The Licensee undertakes to present their boat for inspection and measurement on the collector jetty (G) or chafers before taking up Marina occupation. It is the Licensees responsibility to advise length overall, width, height, draft & weight of vessel, and to arrange a suitable time with the clubs safety officer for inspection/measurement.
 - 6.5.1. Occupation of Marina will not apply until this clause has been satisfied by the Marinas Committee.
- 7. Unoccupied Marinas or Hardstand**
- 7.1. Any member intending to leave their Marina or hardstand unoccupied for a period in excess of fourteen (14) days shall give notice to that effect to the Club Manager and Marina Committee.
 - 7.2. The Marina Committee reserves the right to temporarily allocate any unoccupied Marina or hardstand for such period and on such terms and conditions as they may think fit, provided however, that in the event of the original holder of the Marina or hardstand requiring to re-occupy the Marina or hardstand he shall give forty eight (48) hours notice of such intention to the Club Manager and Marina Committee.

7.3. In the case of any Marina or hardstand site remaining unoccupied for one month (except in the case of a vessel usually moored therein being in winter or dry storage or temporarily removed for repairs or any other such valid reason as may be approved by the Marina Committee in writing), the Marina Committee may serve on the holder of the Marina site notice to show cause why the right to occupy such Marina or hardstand site should not be cancelled and if within 14 days the holder of such Marina or hardstand fails to show cause to the satisfaction of the Marina Committee then such right to such Marina site may be cancelled and may be allocated at the absolute discretion of the Marinas Committee.

8. Charges

8.1. Licence fees shall be based on the dimensions and appurtenances of the Marinas and the amounts for Licence fees and charges for boat storage shall be determined by the Management Committee from time to time.

8.2. Licence fees are payable in advance from the commencement date of the Licence Agreement. For periods less than twelve months no Licence shall be granted but a monthly fee charged as determined from time to time by the Management Committee and payable in advance for the whole period.

8.3. A refund of fees charged for a period of less than twelve months may be made at the sole discretion of the Management Committee on the relinquishing of the occupancy by a member, and if so approved by the Management committee, on the strict condition that the Marina has been re-licensed to another club member. Part of a month's occupancy, shall be considered a complete month of occupancy.

8.4. Charges shall commence from date of commencement of the Licence Agreement or as otherwise ordered.

8.5. Licensees of Marinas shall also pay to the Club an annual service fee determined by the Management Committee from time to time, where applicable.

8.6. In the event of the sale of any vessel occupying a Marina or hardstand, the licensee of such Marina or hardstand shall forthwith give notice in writing of such sale to the Marina Committee and shall cause such vessel to be removed from the berth within fourteen (14) days of such sale or such other time at the sole discretion of the Marinas Committee.

9. Live on Board

9.1. No member may live on board their boat or vessel within the Premises without the consent in writing of the Marina Committee being first obtained. See policy CP PH001 Live on Board – available at the office.

9.2. Any member who wishes to live on board his or her boat or vessel within the Premises shall first make application in writing to the Marina Committee setting out the period of time it is anticipated the applicant will live on board and the number of persons living on board.

9.3. Any such application may be granted or refused by the Marina Committee in its discretion but the Marina Committee may be guided in making any such decision by the Live-on-Board Policy of the City of Mandurah for the Marina outside the Premises and the amenity security and environmental requirements of the Premises and the Marina.

9.4. Where the Marina Committee grants to an applicant permission to live on board that permission shall be limited to such period or periods of time as the Committee shall in writing advise and the applicant shall pay to the Club in advance such live on board surcharge as shall be determined by the Management Committee from time to time and advised to the applicant.

10. Hardstand

- 10.1. **NO SPRAY PAINTING OR SANDING** is to be carried out either within the Premises which includes the hardstand and service area.
- 10.2. Brush painting of boats is permissible but this can only be carried out in the designated service/repair area. The hardstand holder is to ensure that adequate protection is provided to both the service/repair area and other boats/trailers to ensure protection from any spillage's etc.
- 10.3. Wheel chocks are to be placed at the front and rear to all trailer wheels.

11. Marina

- 11.1. Every member using a boat in the Marina shall comply with the provisions of the Navigable Waters Regulations as in force from time to time. City of Mandurah rules are to be followed as decreed by the City of Mandurah, Marina Manager, from time to time. Mandurah Offshore Fishing and Sailing Club is not liable for any breach by license holders of these rules.
- 11.2. The speed limit for each boat using the Marina shall be such speed as does not create a wake or such speed as is from time to time gazetted, whichever is the lesser.
- 11.3. A member shall not use a boat in the Marina in a dangerous or careless manner or without all reasonable consideration for other persons or boats in the vicinity:-
- 11.4. a member shall not without authority berth or anchor any boat, or cause any boat to be berthed or anchored, or leave any boat unattended within the Marina other than at a place set apart for the berthing or anchoring of boats;
- 11.5. the member in charge of any boat berthing or anchoring within the Marina shall obey the instructions on any sign or of any authorised person as to the manner or duration of such berthing or anchoring;
- 11.6. in the event of any breach of the above sub-rules or of rule 10 the Management Committee may authorise the removal of the offending boat and the owner will reimburse the Club for any costs incurred by the Club for such removal;
- 11.7. No mooring or weighted object shall be placed anywhere in the Marina .
- 11.8. Fishing or crabbing is prohibited in the Marina outside of your leased Marina area.
- 11.9. No person shall swim or dive in the Marina other than in an area set aside and designated for swimming.
- 11.10. The discharge from toilets (black water) shall not be permitted to enter the waters of the Marina. Automatic bilge pumps are permitted within the marina provided that oil, fuel, diesel, petrol & other hydrocarbons are not discharged into the water, where the possibility for this to occur exists then mitigation strategies like environment hydrocarbon absorb pads must be utilised to ensure only water is discharged.

12. Service Area (seawall opposite A Jetty)

- 12.1. No boat shall be berthed at any Club service jetty for more than 2 hours except with the permission of the Marina Committee or the Club Manager.
- 12.2. Vehicles will be permitted at any Club service jetty only for the purpose of loading or unloading.

- 12.3. Fuelling is to be done only at a fuelling jetty. No fuelling within the Pens area of the club including decanting fuel from Jerry can or other containers. Refuelling on hard stand only with approved container and in designated area.
- 12.4. A person shall not carry out on any boat any hull cleaning, painting, engine oil change or any other maintenance activities in the Premises or on the Club grounds unless in the designated areas or by written approval by the Management Committee.

13. Access

- 13.1. A member of the Management or Marinas Committee, or an authorised representative of such Committee has the right to board any vessel within the mooring Marinas area to inspect and adjust mooring lines as necessary and may move such vessel if in the opinion of such person the vessel is likely to be in peril or is so situated as to interfere or obstruct other members in their normal utilisation of Club facilities.
- 13.2. Forced access by any Club member to deal with fire or other emergency and the movement of a vessel to eliminate a danger to itself or other vessels shall be accepted by the owner without recourse to the member concerned or the Club. Such action is accountable to the Management Committee.

14. General

- 14.1. An inspection of every vessel is required within 30 days of occupation of a Marina berth, this shall be carried out by a club representative, the extent of the inspection may vary depending on the vessels condition as presented.
- 14.2. Any interpretation, clarification or decision resulting from these By-Laws will be given by the Management Committee and be deemed final.
- 14.3. Every member shall supply the Club with a complete detail of his vessel prior to inspection. Any subsequent equipment or modification shall be notified in writing to the Club and may result in a further inspection.
- 14.4. Absence from a vessel with the propulsion engine running within the Marina is not permitted.
- 14.5. Members are responsible for any damage caused by their breach or non-observance of these By-laws.
- 14.6. Members who are owners of vessels are required to insure for Public Liability for not less than TEN MILLION DOLLARS (\$10,000,000) or such greater amount as the Club may require at any time and from time to time after Notice to the member in an insurance office approved by the Club in respect of all risks required by the Club and produce or cause to be produced to the Club a copy of the relevant policy or policies of insurance and premium receipt thereof.
- 14.7. Reference Documents are detailed in Annexure 1 attached hereto.
- 14.8. Unless suitable reason or justification can be provided by the owner or agent to the Management Committee for non-compliance in respect to the By-Laws, the Management Committee may arrange for an appropriate licensed person or authority to remove the boat or hull or structure at the owner's expense.
- 14.9. Members who fail to comply with these By-laws within thirty (30) days will have the matter referred to the Management Committee.

15. Marinas and Jetties, Hardstand

- 15.1. Members shall seek advice from the Management Committee on berthing regulations prior to occupying Marinas or hardstand. An issue of the Marina Rules

shall be provided to new lease holders, additional policies pertaining to the marina are available on-line in the members section of the website.

- 15.2. All craft must be secured with a minimum of four berthing lines, two forward and two aft. See mooring diagrams attached.

15.2.1. Berthing mooring lines of nylon or specialised soft mooring lines shall be used which shall be supplied and fitted by the member immediately he occupies the Marina and shall be in accordance with the following specifications. Polypropylene and sailing braid shall not be used.

15.2.2. Length of boat overall	Berthing line diameter
8 m	10 - 12 mm
10 m	12 – 14 mm
12 m	14 – 16 mm
14 m	16 – 18 mm
16 m	18 – 20 mm
18 m	20 mm

15.2.3. In most cases fore and aft spring lines will be necessary to prevent craft from contacting or over hanging the jetty or protruding into the fairway.

15.2.4. Each berthing line should be fitted with an anti-chafing sheath where needed, and secured to the boat with a spliced eye. Berthing will be regularly inspected by the Management Committee, Marina Committee or an authorised representative who may apply discretion as required, on variations to the rules.

15.2.5. Members are responsible for the periodic inspection of their berthing lines and the replacement of any which are unfit for further use.

15.2.6. The Management Committee or its authorised representative has the right to board any boat to inspect and if necessary adjust the berthing lines.

15.2.7. Berthing lines or associated equipment found to be faulty or substandard may be refitted at the discretion of the Management Committee and the cost shall be debited to the member.

- 15.3. Vessel owners are responsible for the maintenance and security of their own and the Club's moorings and equipment and to ensure that it be maintained in good condition.

- 15.4. Every moored vessel shall be located within its respective Marina and any projection of the vessel will be at the discretion of the Management Committee.

- 15.5. No member shall cause obstruction across a jetty so as to cause interference or injury to any other person.

- 15.6. No member shall modify, improve or alter any jetty or Marina without prior written approval from the Management Committee.

- 15.7. All spliced ropes to have a minimum of four tucks and the correct length shall be used so that a vessel is moored in a safe position on each occasion.

- 15.8. Dinghies must be left on board a vessel and not be stored on finger jetties nor moored under any jetty.

- 15.9. Soft splices in contact with bollards or cleats should be protected from chafing.

- 15.10. Prior to any change of Marina occupancy, notification shall be given to Club Administration, this includes visiting vessels moored in Club Marinas.
- 15.11. Any member leasing a Marina or hardstand is solely responsible for all payments to the Club relating to the Marina or hardstand and for any breaches of the berthing rules occasioned by him/herself, his/her crew or his/her guests.
- 15.12. Where a partnership in a boat exists, each of the partners shall be Club members. Only the member whose name is entered upon the licence document shall have any claim to the Marina or hardstand.
- 15.13. In the event of a member disposing of his/her boat to another member or to a person who is not a member, the member shall inform the Management Committee and shall remove the boat from the Marina or hardstand forthwith.
- 15.14. The new owner of the boat being either a member or not will not have the right to automatically take over the Licence Agreement.
- 15.15. No member shall allow any other person to use his/her Marina or hardstand without permission in writing from the Management Committee.
- 15.16. The Management Committee or its authorised representative has the right to board any boat to inspect and if necessary to secure halyards.
- 15.17. Hose pipes, berthing ropes or electricity extension leads shall not be left unattended so as to obstruct or create a hazard to persons walking on any jetty.
- 15.18. Hoses shall be disconnected from taps when unattended.
- 15.19. The Marina holder is not to use excessive amounts of water in the cleaning and maintaining of their boat, a maximum of five minutes of continuous water flow is allowed, all hoses must be turned off at the tap and not at the nozzle.
- 15.20. No lines to be made fast to the service pedestal.
- 15.21. Boats occupying hardstand bays shall be secured to tie down points where provided, and Licensee must ensure the tie down is in safe condition/storage when bay is vacant.
- 16. Waste Disposal - Rubbish**
- 16.1. Rubbish of all types shall be taken and placed in the receptacles provided. Under no circumstances shall rubbish be left on jetties or in private bins.
- 16.2. All perishable rubbish should be wrapped or sealed in bags before disposal.
- 17. Fire and Safety**
- 17.1. In the case of fire:-
- | | |
|---------------------|--|
| Ring MOFSC | 9535 6251 during office hours or
9535 6351 after hours. |
| Ring Marina Manager | 9550 3707 / 0407 989 928 |
| Emergency Calls | 000 |
| Bosun | |
- 17.2. Fire extinguisher equipment stored in white box near gangway.

18. Power usage in Marinas

- 18.1. Connecting to Power outlets - The supply is at 240v 50 HZ supplied by special purpose outlets which will accommodate special purpose plug, type Clipsal 56P315. Special purpose socket for shore power installation is type Clipsal 56CSC315 or suitable equivalent approved by the Marina Committee. Craft inlet socket is type Clipsal 56A1315. (These must meet IP56 standard of weather protection and cords must be a minimum of 12 amps and 15 amp H.D cable with the appropriate fitting for the Club's outlet).

19. Fire Extinguishers

- 19.1. Fire extinguishers as required by the Department of Transport shall be readily available on every vessel having an engine of any description and berthed in the Marina or using the Club's launching ramps;

20. L.P Gas

- 20.1. All L.P gas appliances shall be installed according to the regulations of the Statutory authority AS5001/2002, Gas Standards and by a duly licensed installer. The owner, if requested, shall issue a written certificate that the installation has been tested for leakage and found to be sound.
- 20.2. In the case of fire or other emergency, a boat owner shall be deemed to have granted to any member of the Club the right to make a forcible entry into his/her craft for the purpose of dealing with such emergency.