



# Knysna Yacht Club

(Founded 1910)

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# CONSTITUTION & BYE-LAWS

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# **KNYSNA YACHT CLUB**

## **CONSTITUTION**

### **2. OBJECT**

The object of the Club shall be the promotion of amateur yachting, sail and power, canoeing, kite boarding, windsurfing, radio sailing, rowing, swimming and of boating and water sports generally.

### **3. FLAGS**

**3.1.** The Club Flag shall be the South African Maritime Ensign.

**3.2** The Club Burgee shall be a red pennant, showing a white lifebuoy encircling the letter "K", and a white band, radiating to each corner of the pennant.

**3.3.** The Commodore's Flag shall bear the same device, but shall be swallow tailed.

**3.4.** The Vice-Commodore's Flag shall be similar to the Commodore's but with one white ball in the centre of the hoist.

### **4. MEMBERSHIP**

**4.1** Membership shall consist of:

**4.1.1.** Ordinary Members – Single

**4.1.2.** Ordinary Members – Couple

**4.1.3.** Temporary Members

**4.1.4.** Country Members - Single or Couple

**4.1.5.** Life Members

**4.1.6.** Honorary Life Members

**4.1.7.** Honorary Members

**4.1.8.** Visiting Members

- 4.1.9.** Junior Members
  - 4.1.10.** Absentee Members
  - 4.1.11.** Full-Time Student Members
  - 4.1.12.** Senior Members - Ordinary or Country - Single or Couple
  - 4.1.13.** Development Members
  - 4.1.14.** Veteran Members - Single or Couple
- 4.2.** No persons, other than employees of the Club, shall be eligible to become or continue as Members of the Club, who, in the opinion of the Committee, shall use their Membership or the Club's premises or property for personal gain, unless permission thereto has been granted, in writing, by the General Committee, at the Committee's discretion, which permission will be renewable annually.
- 4.3.** Any person elected a Member of the Club agrees to be bound by its Constitution, Rules and Bye-Laws.
- 4.4.** The number of Members may be limited by a resolution of a General Meeting.
- 4.5.** No Member shall be allowed to cede or sell or otherwise dispose of their Membership rights or any entitlement derived there from.
- 4.6.** Members shall remain "in good standing". Good standing means that all subscriptions, fees (refer to clause 9) and any other amounts due shall be fully paid-up at all times and that the conduct and behaviour of the member is in keeping with that of the majority of the membership and accords with that of society generally. A member not in good standing shall automatically forfeit all privileges as set out in clause 5.

## **5. PRIVILEGES**

**5.1.** Only ORDINARY MEMBERS, ORDINARY SENIOR MEMBERS, LIFE MEMBERS, HONORARY LIFE MEMBERS and VETERAN MEMBERS, and in respect of 5.1.2 and 5.1.4 COUNTRY MEMBERS, in good standing who have been Members continuously for not less than one year immediately preceding shall be eligible to:

**5.1.1.** hold office;

**5.1.2.** vote at General Meetings;

**5.1.3.** propose or second a candidate for office;

**5.1.4.** propose or second an applicant for Membership;

## **6. CLASSIFICATION OF MEMBERS**

**6.1.** ORDINARY MEMBERS - SINGLE shall be persons who have attained the age of 18 years and desire the full privileges of Ordinary Membership. In the case of single parents, this includes their school going children (if any) under the age of 18 (eighteen); such membership being valid until the end of the financial year in which such child attains the age of 18 (eighteen) years.

**6.2.** ORDINARY MEMBERS - COUPLE shall be married couples or such couples who have applied to the General Committee to qualify as couples, and have been granted this consideration by the General Committee. The General Committee's decision in this matter shall be final. This includes their school going children (if any) under the age of 18 (eighteen); such membership being valid until the end of the financial year in which such child attains the age of 18 (eighteen) years.

**6.3.** TEMPORARY MEMBERS may be unknown to other Club Members but may be granted Membership by the General Committee, pending their acceptance as

Ordinary or Country Members (refer to Clause 7.2). Temporary membership may also be extended to parents of juniors attending training courses, provided by KYC Sailing Academy, at no cost. Such period of membership running concurrently with the relative training course.

- 6.4. COUNTRY MEMBERS - SINGLE or COUPLE**, shall be persons who live outside a radius of 80 kms from the Clubhouse and do not require the privileges of Ordinary Membership. This shall include their school going children (if any) under the age of 18 (eighteen); such membership being valid until the end of the financial year in which such child attains the age of 18 (eighteen) years. A country member, Single or Couple including their school going children, who resides at an address which complies with the 80 km boundary, should reside beyond the 80 km radius for the majority of any one year. A country member may, if deemed necessary by the General Committee provide proof of their primary residence being outside the prescribed radius of the Club.
- 6.5. LIFE MEMBERSHIP** shall only be open to Ordinary Members Couple and Single over the age of 35 (thirty five) years and of 10 (ten) years standing, who elect to pay the current Life Membership subscriptions, and which amount will be determined each year by the General Committee from time to time as the General Committee deems fit. Should a Member who falls into the "Couple" category become a Life Member, and his/her partner remain on as an "Ordinary Member", then that partner who does not become a Life Member shall continue to pay half of the annual subscription which the Couple would have paid until the demise of said Life Member. Save for the payment of the Annual Subscription, Life Members shall be categorised as Ordinary Members. Refer to Bye-Law number 10 11 for basis of calculation

**6.6.** HONORARY LIFE MEMBERSHIP may be granted to any person on the recommendation of the General Committee, subject to confirmation at a General Meeting. Honorary Life Membership may be granted to any Member of 40 (forty) years standing, on written application to the General Committee.

**6.7.** HONORARY MEMBERSHIP may be granted to any person on the recommendation of the General Committee, either by reason of some public office which he/she may hold, or by reason of some special service he/she may have rendered to the Club. An Honorary Member may be elected for Life (as above 6.6) or for any lesser term, Entrance Fee and Subscription being waived. Such election is subject to confirmation at a General Meeting.

Honorary Membership may be granted to a Manager / Manageress or any other employee while employed by the Club, at the discretion of the General Committee.

**6.8** VISITING MEMBERSHIP may be granted to visitors, members of another yacht club outside South Africa or who arrive in Knysna by boat, upon payment of the prescribed fee. The period of such Membership shall not exceed one month without the sanction of the General Committee, and shall not exceed 3 (three) months in any 1 (one) year, nor granted to any person on more than one occasion.

**6.9** JUNIOR MEMBERSHIP shall be open to minors between the ages of 8 (eight) and 18 (eighteen) years. An application form, including an indemnity safeguarding the Club, signed by the parents or guardians, shall be submitted to the General Committee for approval. The General Committee will determine the privileges of such Members. Membership shall terminate at the end of the financial year in which such member attains the age of 18 (eighteen) years.



- 6.10 ABSENTEE MEMBERS** Absentee membership may be granted to Ordinary Members living outside the Republic of South Africa for a continuous period of 11 (eleven) months or more on application by such member to the General Committee, provided that they shall revert to being Ordinary Members on their return to South Africa. On approval, the fee for such Member shall be waived until resumption of Ordinary Membership. Absentee Members living outside the Republic of South Africa for more than 7 (seven) years shall automatically become Resignees in good standing.
- 6.11 STUDENT MEMBERSHIP** [Age 18 (eighteen) to 24 (twenty four)] may be granted at the discretion of the General Committee on application and provision of proof of registration at an educational institution on an annual basis.
- 6.12 SENIOR MEMBERS - ORDINARY or COUNTRY** shall be over the age of 65 (sixty five), and be granted a reduction of subscriptions on written application to the General Committee, provided that such member shall have been a member in good standing for a continuous period of 7 (seven) years immediately preceding the application. In the case of a COUPLE membership upon acceptance by the General Committee the reduction in subscription shall apply to the couple effective from the 1 April of the year following application and granting of Senior Member status. In the event of the passing of the senior member and the surviving partner or spouse not qualifying as above their membership shall be reclassified and subscriptions adjusted in accordance with the standard subscription applicable for that membership at that time on a pro rata basis from date of death.
- 6.13 DEVELOPMENT MEMBERS** (Junior and Senior) shall be limited to those members of the community who

would not normally apply for membership due to their socio-economic circumstances. No joining fee shall be payable. Membership fees (if any) will be determined annually by the General Committee.

**6.13.1** Membership may be limited by the General Committee from time to time, based on the facilities available. Membership shall automatically terminate annually on 31 March, but may be renewed by the General Committee.

**6.14** VETERAN MEMBERS - SINGLE or COUPLE shall be over the age of 75 (seventy five), and be granted a reduction of subscriptions on application, provided such Member shall have been a Member in good standing for a continuous period of 20 (twenty) years immediately preceding the application. In the case of a COUPLE membership, upon acceptance by the General Committee the reduction in subscription shall apply to the couple effective from the 1 April of the year following application and granting of Veteran Member status. In the event of the passing of the older of the two members and the surviving partner or spouse not qualifying as above, their membership shall be reclassified and subscriptions adjusted in accordance with the standard subscription applicable for that membership at that time on a pro rata basis from date of death.

## **7. ELECTION OF MEMBERS**

### **7.1. ORDINARY, JUNIOR, STUDENT AND COUNTRY:**

Candidates for election shall complete an Application Form as prescribed by the General Committee and be duly proposed and seconded by 2 (two) Ordinary or Life Members, who have been Members continuously for not less than one year immediately preceding the Application and, who shall have known the candidate

for not less than 6 (six) months. Such Application, together with the prescribed Entrance Fee and Subscription, shall be lodged with the Secretary, who shall display it on the Club Notice Board for not less than 14 (fourteen) days. After this period, the election of such applicant shall be vested in the hands of the General Committee. The Secretary shall notify every candidate of his election and furnish him with a copy of the Constitution. In the event of a candidate being rejected, the fees shall be refunded. No rejected candidate shall again be proposed until after 6 (six) months from the date of rejection.

**7.2.** TEMPORARY: Any person who wishes to join the Club, but is unable to do so, because he has not been known to two Members as described in 5.1 for 6 (six) months, may be elected a Temporary Member for a period of 9 (nine) months, provided that the Application Form, prescribed Entrance Fee and Subscription Fee have been submitted and paid. At the end of this period such candidate may apply for Ordinary Membership to the General Committee. No further Entrance Fee is payable.

## **8. GUESTS**

**8.1.** Members as described in 5.1 and Country Members may introduce guests. This privilege does not apply to Visiting and Junior Memberships. No guest may be introduced more than once in each month by any one Member, and, in no case more than four times per year. The aforesaid limitation, however, shall not apply to a member's family and friends, visiting the Member on bona fide vacation from an area as described in Clause 6.4, and such visit not exceeding 21 (twenty One) days in any one year, or to members of groups or organizations who may use the Club on a regular basis for meetings at the discretion of the General Committee.

**8.2.** A Member introducing a guest shall forthwith enter his or her name and address in a Visitor's Book provided for this purpose.

**8.3.** Every Member introducing a guest shall be responsible for the conduct of such guest while on the Club premises.

## **9. ENTRANCE FEES, SUBSCRIPTIONS, MOORING and BOAT PARKING FEES**

**9.1.** On the recommendation of the General Committee, Entrance Fees and Subscriptions and any other additional fees for all classes of Membership shall be confirmed at an Annual or Special General Meeting.

After 3 (three) years of Membership, additional Entrance Fees are not applicable to Junior, Development and Student members who wish to change from one category to another.

Entrance Fees and Subscriptions for all classes of membership and any other additional fees for the current year shall be clearly dated for the period for which they are applicable and displayed on the Club Notice Board. The minutes of the annual general meeting, which will be sent to all members within 3 (three) months of the AGM on request, shall include the Entrance Fees, Subscriptions and any other additional Fees decided upon for the current year.

**9.2** The General Committee will review all Subscriptions and Fees and may, at its discretion and if deemed necessary in the interests of the Club, increase any or all Subscriptions payable by any or all classes of membership and other Fees by an amount which does not exceed 20% (twenty percent) of the Subscription paid by Members of that class (or those classes) or Fee in respect of the Club's preceding financial year.

**9.3** The General Committee may determine Fees for Visiting Yachtsmen.

- 9.4** The General Committee will determine Mooring and Boat Parking Fees
- 9.5** All Subscriptions and Fees shall fall due on 1 April each year and shall be paid within two (2) months of due date. Member privileges as provided for in clause 5 shall be forfeit in the event of failure to pay Subscriptions and Fees on due date, such privileges being reinstated on receipt of payment of Subscriptions and Fees. In exceptional circumstances the General Committee may allow arrear Subscriptions and Fees to be paid in monthly installments, provided that all arrears are repaid before the end of the current financial year. Monthly installments shall be paid in advance, no later than the 7<sup>th</sup> of each month. This relaxation in respect of the payment of subscriptions and fees, if abused, may result in immediate suspension of membership.
- 9.6** The name of any Member whose Subscription and Fees is 2 (two) months overdue, other than in circumstances as provided for in 9.5, shall be removed from the list of Members. Written notice to that effect shall be given to him. If he pays within 30 (thirty) days of such notice, his Membership shall be reinstated and it shall be deemed not to have been interrupted for the purpose of Clause 5.
- 9.7** Resignations shall be in writing and addressed to the Secretary, not later than 31 March each year, failing which the Subscription for the following year shall be payable. The onus shall be on the resignee to ensure that his/her resignation has been received by the Secretary. Any Member in good standing, who has resigned from the Club, may re-apply for Membership. On the first such occasion, payment of Entrance Fee will be waived, but shall be payable on subsequent resignations and re-applications.

**9.8** Members joining after 1 July shall pay three quarters the Subscription for that year, members joining after 1 October shall pay half the Subscription for that year and members joining after 1 January shall pay one quarter of the subscription for that year.

## **10. UNBECOMING OR IMPROPER CONDUCT**

**10.1.** EXPULSION: If any Member shall be found by the General Committee after due enquiry, to have been guilty of unbecoming or improper conduct, it may, by resolution, expel such Member from the Club, and he or she shall thereupon cease to be a Member.

**10.2.** SUSPENSION : If any Member shall be found by the General Committee, after due enquiry, to have been guilty of unbecoming or improper conduct, it may, by resolution, suspend that Member from the Club for any period, with the forfeiture of such privileges as the General Committee may determine.

If a Member, who is a General Committee Member, is suspended and thereafter reinstated as a Member, he or she shall not be reinstated as a General Committee Member.

## **11. APPEAL**

Any Member, who is affected by any decision taken in terms of Clauses 9 and 10 may appeal in writing against the same, and the General Committee will summon a Special General Meeting of the Club to consider such appeal, provided that it is received within 10 (ten) days after notification of such decision to such member. The majority decision of such Special Meeting shall be final.

## **12. OFFICERS OF THE CLUB**

The Officers of the Club shall be:

**12.1.** President

- 12.2.** Commodore
- 12.3.** Vice Commodore
- 12.4.** Treasurer
- 12.5.** Canoe Secretary
- 12.6.** Inshore Secretary
- 12.7.** Offshore Secretary
- 12.8.** Liaison Officer

### **13. GENERAL COMMITTEE**

- 13.1. COMPOSITION:** The General Committee shall consist of the Officers of the Club and 3 (three) additional Members, all of whom shall be elected at the Annual General or Special General Meeting of the Club, and shall hold office until the conclusion of the next Annual General Meeting .
- 13.2. VACANCIES:** Should any vacancies occur among the Officers or other Committee Members, the General Committee shall have the power to fill such vacancies provided that in the case of the President, Commodore or Vice Commodore, such appointment shall be confirmed by a General Meeting held within 30 (thirty) days of such appointment.
- 13.3. MANAGEMENT:** The management of the Club's affairs shall vest in the General Committee which shall meet whenever necessary but generally not less than once a month. A majority of Committee Members shall form a quorum.
- 13.4. ATTENDANCE:** Any Committee Member who fails to attend three consecutive Meetings without leave of absence or a reasonable explanation, or who has been suspended in terms of Clause 10.2, shall *ipso facto* cease to be a Member of the Committee.
- 13.5.** At the meetings of the General Committee the Commodore or in his absence Vice Commodore if

present shall preside. Failing their presence, a Chairman shall be elected by those present. The Chairman shall have a deliberative and casting vote, the latter to be exercised only in the event of an equality of voting.

**13.6. The General Committee:**

**13.6.1.** Shall manage the Club's property and affairs provided that it shall not incur a liability nor expend in excess of R150 000, 00 (SA Rand One Hundred and Fifty Thousand) for any one project without the authority of Members at a General Meeting.

**13.6.2.** Shall be empowered to open and conduct Current and/or Deposit Accounts at any recognized South African commercial Bank , provided that withdrawals shall be made only on the signature of two persons nominated by the General Committee, one of whom shall be a General Committee Member. Banking may be conducted either traditionally or by electronic means.

**13.6.3.** Shall appoint, remove, and determine the duties and remuneration of employees of the Club, provided that no remuneration may be paid to any person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered, nor may any remuneration be determined as a percentage of any amounts received or accrued to the Club.

**13.6.4.** Shall make, amend and rescind Bye-Laws for the regulation of the affairs of the Club, provided that such Bye-Laws are not in conflict with the Constitution. Such Bye-Laws shall be posted on the Notice Board in the Clubhouse for the information of Members.



- 13.6.5.** May appoint a House-Committee, consisting of the Commodore, and at least two other General Committee Members. Such Committee shall meet at least once a month, in order to deal with the day to day affairs of the Club.
- 13.6.6.** May appoint Sub-Committees for any special purpose.
- 13.6.7.** Shall have authority to make Reciprocity arrangements with other Clubs.
- 13.6.8.** Shall prepare and present to the Annual General Meeting an Annual Report and audited Financial Statements for the year ending on the preceding 31 March.
- 13.6.9.** May sell or dispose of salvaged or derelict boats or equipment left on the Club premises, after due notice to the owner (if known) at his/her last known address and by Notice on the Club Notice Board.
- 13.6.10.** Shall do all such things as it may consider necessary in the interest of the Club for the promotion of its objects.
- 13.6.11.** May from time to time, at its discretion, call informal meetings of members to update members as to the activities and operations of the club and to canvass their ideas.
- 13.6.12.** CLUB RECORDS: The General Committee shall record minutes of all General, Committee and Sub-committee Meetings in a Minute Book, which shall be open to inspection by Members on request. The Sailing Secretary shall cause minutes of meetings and racing results to be kept as well as a Register of all sailing boats.

## **14. ANNUAL GENERAL MEETINGS**

- 14.1.** The Annual General Meeting of Members in good standing shall be held not later than 30 June in every year.
- 14.2.** Six weeks prior to the date set for the AGM a call for nominations shall be sent by electronic means to members entitled to vote as provided in 5.1 inviting them to put forward nominations for candidates for election to the General Committee, such nominations to be received at least 25 (twenty five) days prior to the date of the meeting.
- 14.3.** The Secretary shall not less than 21 (twenty One) days prior to an Annual General Meeting, cause a notice to be sent to all Members. Notice shall be sent by electronic means to the email address and or by SMS to a cellular telephone number of the respective Member, as advised by the Member and maintained in the club records.
- Such notice shall state the date, time and place of the meeting;
- specify the business to be dealt with at such meeting;
- include the names of the nominees for positions on the General Committee; and
- include an appropriate proxy form as provided in 14.10 structured in accordance with the business to be transacted at the meeting.
- 14.4.** Notwithstanding clause 14.3 should any member wish to receive such communication by way of the standard postal service, provided by the SA Post Office or any successor, such member shall notify the club in writing.
- 14.5.** The non-receipt of notices given in terms of 14.2, 14.3 and 14.4 by any Member shall not invalidate the proceedings of any meeting. Such notice shall also be

posted on the Club Notice Board for 21 (twenty one) days prior to the Meeting.

- 14.6.** A quorum shall be not less than 30 (thirty) Members personally present and entitled to vote.
- 14.7.** In the event of a quorum not being present at the specified time, the Chairman may postpone the time for the meeting by a maximum of 30 (thirty) minutes. Should a quorum still not be present, the meeting shall stand adjourned for a period of 7 (seven) days to the same day of the week, time and venue. Notice of postponement shall not be a requirement and the members personally present at that meeting shall constitute a quorum.
- 14.8.** The Commodore shall preside as Chairman, and in his absence, the Vice Commodore, and failing him, the President. The Chairman shall have a deliberative and casting vote - the latter to be exercised only in the event of an equality of voting.
- 14.9.** MAJORITY: A decision or resolution of a General Meeting shall be by a simple majority of those eligible voting members in good standing personally present or represented by proxy and voting thereat. Voting shall take place by way of a show of hands unless the Meeting decides that it shall be conducted by secret ballot. The election of the General Committee shall be by way of a show of hands, unless agreed otherwise, provided that where more than one candidate for a particular position has been nominated, voting for that position shall be by ballot.
- 14.10.** A voting Member of good standing is entitled to appoint another voting Member of good standing as his / her proxy, to attend, speak and vote on his / her behalf at the Annual General Meeting. Such proxy shall be in writing, in the form approved by the General Committee and lodged with the Secretary not less than one week prior to the Meeting. In the case

of a couple, both members may appoint proxies. A duly completed proxy form shall count as 1 (one) vote only. The number of proxies that a member may hold is limited to 2 (two).

## **15. THE BUSINESS AT ANNUAL GENERAL MEETINGS**

- 15.1.** The confirmation of the Minutes of the previous Annual General Meeting.
- 15.2.** The consideration of the Annual Report of the General Committee.
- 15.3.** The consideration and approval of the Annual Financial Statements.
- 15.4.** The confirmation of Entrance Fees, Subscriptions and other fees for the current year.
- 15.5.** The election of the Officers of the Club, three additional members, and an Auditor.
- 15.6.** GENERAL: Members may raise subjects for discussion but no resolutions shall be taken by the Meeting unless a motion proposing same, proposed and seconded by Members entitled to vote has been delivered to the Secretary and posted on the Notice Board not less than 7 (seven) days before the Meeting.

## **16. SPECIAL GENERAL MEETINGS**

The General Committee may, and upon receipt of a request signed by not less than 20 (twenty) Members entitled to vote, shall call a Special General Meeting of the Club within one calendar month of the date of receipt of such request. Notice of such Meeting shall be sent as for a General Meeting and shall state the business for which such meeting is called.

Should the General Committee fail to call a Special General Meeting having been requested to do so as herein provided within the stipulated time period, the persons requesting the meeting shall be entitled themselves to give notice calling the meeting, the cost of which will be borne by the Club.

The discussion and notices or resolutions with any amendments shall be confined to the business for which the Meeting has been called. A quorum shall be not less than 30 (thirty) Members entitled to vote. The provisions of clause 14.9 as regards voting shall apply *mutatis mutandis* to matters for decisions being dealt with at the Special General Meeting.

**16.1.** A voting Member of good standing is entitled to appoint another Member of good standing as his / her proxy, to attend, speak and vote on his / her behalf at the Special General Meeting. Such proxy shall be in writing, in the form approved by the General Committee and lodged with the Secretary not less than 7 (seven) days prior to the Meeting. A duly completed proxy form shall count as 1 (one) vote only. The number of proxies that a member may hold is limited to 2 (two).

## **17. FINANCIAL**

**17.1.** The financial year shall be from 1 April to 31 March of the following year.

**17.2.** The Annual Financial Statements shall be audited by an Auditor appointed at a General Meeting, who shall not be a Member of the General Committee. Such Auditor shall possess appropriate qualifications and skills and shall not of necessity be a Registered Auditor.

**17.3.** No profit from the sale of liquor by the Club shall accrue to any individual.

## **18. LEGAL**

**18.1. STATUS:** The Club shall be a person in law, with all the legal attributes of judicial personality but the activities of the Club shall be conducted as a non-profit entity.

- 18.2. PROCEEDINGS, ACTS AND LIABILITIES OF THE CLUB:** The Club shall be able to institute and defend legal proceedings in its own name and perform all necessary legal acts and execute all such legal documents as may be necessary.
- 18.3.** The Club chooses *domicilium citandi et executandi* at its Club premises, Yacht Club Road, Knysna. Service of all process may be made on the Commodore, for the time being.
- 18.4.** The Commodore, for the time being, shall be the person to represent the Club in all suits or actions on behalf of or against the Club. He shall perform all legal acts on behalf of the Club and execute all such legal documents on behalf of the Club as may be necessary.
- 18.5.** No Member or guest shall have any right of action against the Club for any damage suffered by him or her on its property through any default or neglect of the Club or its servants.
- 18.6. PROPERTY:** The Club shall have the power to acquire, own, sell, mortgage, let, hire, loan or possess any immovable or movable property.
- 18.7.** Immovable property of the Club shall vest in the General Committee as Trustees for the Club.
- 18.8.** The Members of the Club shall not be personally liable for the debts of the Club or any portion thereof. The liability of the Members shall at all times be strictly limited to the outstanding Subscriptions and Fees payable by them and any other monies that may be owing to the Club. Any person ceasing to be a Member shall have no interest in or claim to any assets of the Club in a winding up thereof.
- 18.9.** Subject to the provisions of any relevant statute, the Officers of the club as defined in clause 12, the additional General Committee Members as defined in

clause 13.1, any co-opted Committee Member, Senior employees, being The Club Manager, Secretary and Restaurant Manager, and any other Office Bearer, shall be indemnified by the Club in respect of any claims made against them arising as a direct consequence of their performing or undertaking any act on behalf of the Club, save in respect of any acts or omissions arising from their negligence. It shall be the responsibility of the Club to pay all reasonable costs and legitimate expenses incurred, which may arise out of their defense of such action.

**18.10.** Subject to the provisions of any relevant statute, no Officer of the club, any additional General Committee Member, any co-opted Committee Member, Senior employee, or any other Office Bearer, shall be liable for the acts, receipts, neglects or default of any other member or office bearer, or for any loss, damage or expense suffered by the Club, which occurs through the legitimate execution of the duties of his or her office.

## **19. DISSOLUTION**

On the Dissolution of the Club the Assets of the Club shall not be distributed among the Members but shall be handed over to any non-profit making association with similar aims and objectives as the Club, nominated by the Club.

## **20. VISITING YACHTS**

**20.1.** Skippers of Visiting Yachts shall complete a Visiting Members' Application Form on arrival.

**20.2.** Fees will be determined from time to time by the General Committee.

## **21.AMENDMENT OF THE CONSTITUTION**

The Constitution shall only be amended at a Special General Meeting called for that purpose, or at an Annual General Meeting, provided

- notice has been given of the proposed Amendment(s) in the Notice calling the General Meeting, and,
- provided that not less than two thirds of the Members who are eligible to vote and are present, agree to such amendments.

Any amendment(s) to the proposed Amendment(s), proposed and seconded from the floor may be voted on and if agreed upon at such meeting, incorporated in that amendment.

## **22.DISPUTES**

- 22.1.** In the event of a disagreement between the Members and the General Committee regarding the interpretation of this Constitution, then any two Members of the General Committee or any 10 (ten) Members entitled to vote shall be entitled to declare a dispute in writing, stating the issue in dispute, and which shall be addressed to the General Committee.
- 22.2.** The General Committee shall consider such dispute within (2) (two) weeks of receiving it and should it not be able to resolve the dispute to the satisfaction of the persons declaring it, the dispute shall be referred to a suitable mediator to be agreed upon between the parties, and which mediator shall make a finding as to an appropriate resolution of the dispute, together with an order as to which party would be liable for the costs of such mediation. Any such finding shall be binding on the parties.
- 22.3.** In the event of the parties failing to agree to a mediator, then they shall each nominate one who shall act jointly with a third person jointly nominated by the respective nominees of the parties and in which event the majority decision will be final and binding on the parties.



**22.4.** The mediation will be on an informal basis, and the mediator will determine the procedure to be adopted, but will make his decision based on applicable law, equity and fairness.

# **KNYSNA YACHT CLUB**

## **BYE – LAWS**

### **1. THE CLUB MANAGER, ADMINISTRATOR AND /OR SECRETARY**

- 1.1. The Club Manager, Administrator, Secretary and designated employees are authorized by the General Committee to enforce the Constitution and the Bye-Laws of the Club and all Members are obliged to respect such authority.
- 1.2. Any complaints by any Member in respect of the activities of the Club Manger, Administrator and or Secretary are to be made in writing to the Commodore only.
- 1.3. Any complaint in respect of any other aspect of the Club is to be made to the Club Manager, Administrator, Secretary or the Commodore.
- 1.4. The Club Manager, Administrator has the authority to relax any Bye-Law should it be deemed necessary and or accommodate a particular situation not covered herein should he deem it necessary, but subject to consultation with the Commodore and subsequent confirmation of such relaxation and or arrangement by the General Committee.

### **2. THE CLUBHOUSE**

- 2.1. The conditions of the Liquor Act under which the Yacht Club derives its Liquor Licence will be strictly adhered to and more particularly:-
  - 2.1.1. No person who is not a Member may use the Club in any way unless he is signed on in the Visitor's Book by a Member, the Club Manager or any designated Senior employee. The Member, Club Manger or Senior employees signing in any non-member assumes responsibility for the

behavior and conduct of such guest whilst on Club premises;

- 2.1.2. No persons under the age of 18 are allowed to consume liquor on the licensed premises and the Manager/Administrator and /or host member may not allow a person under the age of 18 to be in a part of licensed premises other than as provided for in the Act or in terms of any condition of the licence;
- 2.1.3. The Club Manager, or any other designated Senior employee, may sign in guests who have entered their details in the Visitor's Book;
- 2.1.4. No liquor may be brought on to the Club premises without prior permission of the senior staff member on duty at that time.
- 2.2. All Members are to observe the bar hours as notified from time to time by the General Committee and any extensions of such time (or curtailment thereof without notice) will be at the sole discretion of the General Committee.
- 2.3. During private functions, the lounge and dining areas of the Club may be closed to Members.
- 2.4. The Club Manager, Administrator or Secretary or any member of the General Committee shall have the authority, to evict any person who, in his sole judgment, is in breach of the rules of the Club or is behaving in any way to cause offence or embarrassment or whose behavior or dress is in any way unbecoming.
- 2.5. No diving or jumping from the Clubhouse or any part thereof, including the deck, is permitted.
- 2.6. Dress shall be appropriate to the occasion, and shall at all times be neat and clean.

2.7. Members are permitted use of the galley subject to strict compliance with the following conditions;

2.7.1. Prior permission from the Club

Manager/Administrator/private caterer, who rents and is responsible for the facility (if any), and who may refuse permission without giving reasons except to the KYC General Committee;

2.7.2. Immediately after use the facility must be returned to the condition in which it was found.

### **3. CHANGING ROOMS**

3.1. The changing rooms are for use by KYC Members in all categories and visiting entrants in KYC regattas only.

3.2. Anyone leaving a changing room unoccupied during day or night shall put off all taps and lights and lock the door.

3.3. Dirt shall not be tramped into the changing rooms, if necessary feet/shoes shall be washed before entering.

3.4. Users shall be mindful of subsequent users, and shall endeavor to keep the changing rooms clean, dry and neat.

3.5. The ablution facilities shall not be used for laundry, or the washing of cooking utensils crockery, cutlery etc

3.6. KYC shall not be held responsible for any loss or damage to any person using these facilities nor for the loss of any personal possessions from these facilities.

## **4. BOAT AND TRAILER PARKING**

### **4.1. General.**

4.1.1. KYC has 6 (six) designated areas for the parking of boats and trailers. These areas are as follows:

4.1.1.1. The grassed area to the right of the causeway leading to the club house (dinghies, small keelboats on trailers and multi hull);

4.1.1.2. The grassed area to the left of the causeway leading to the club house (tenders and canoes in regular use)

4.1.1.3. The grassed area directly in front of the covered sheds (multi hull)

4.1.1.4. The covered area (dinghies and canoes in regular use)

4.1.1.5. The Junior covered area (dinghies in regular use); and

4.1.1.6. The Trailer Park adjacent to the parking area behind Tait Marine (all craft and trailers)

4.1.2. The provision and allocation of boat parking within the various areas of KYC is to facilitate sailing and canoeing, it is not a right and allocation will be made on a first-come first-served basis. Other than the area described in 4.1.1.6 above, these areas are not storage areas

4.1.3. Members are allocated boat parking on an annual basis and application for reallocation of boat parking is required annually

4.1.4. Annual boat parking bays in the areas as described in 4.1.1.1, 4.1.1.2, 4.1.1.3 and 4.1.1.4 above shall not be allocated to Country Members, unless these boats are used regularly.

- 4.1.5. All boats (including canoes) parked on KYC premises shall display a KYC registration number, a current KYC parking disc, and shall be registered with the Secretary, excepting that visiting members' dinghies and/or canoes require only registration and a current year KYC parking disc
- 4.1.6. KYC reserves the right to make changes to the allocated boat parking within the respective areas, at any time; such changes will be notified to the relative member providing the member with details of the new parking bay/site allocated
- 4.1.7. To the extent that any craft is not used, following the giving of due notice to the respective Member, management shall have the right to remove such craft and relocate it to the trailer park notwithstanding that payment has been received for an allocated site/bay within the confines of the areas in clause 4.1.1.1, 4.1.1.2, 4.1.1.3 and 4.1.1.4 above
- 4.1.8. Any boat parked in the areas as described in 4.1.1.1, 4.1.1.2, 4.1.1.3 and 4.1.1.4 above which does not display the current year's boat-parking disc will be removed from the relative area and transferred to the Trailer Park. None of KYC, its employees and/or office bearers shall bear any responsibility for the safety of the boat during such move or thereafter
- 4.1.9. Boats not registered with the Secretary and/or in respect of which an annual boat parking application form has not been received which does not display a current year sticker, notwithstanding that a payment may have been made, shall be deemed to be abandoned and shall be disposed of by auction or other means

- 4.1.10. Boat parking is not transferrable in the event of change of ownership of craft; the new owner is required to make application for boat parking
- 4.1.11. The onus is on the owner to ensure that his boat and equipment are properly secured against weather, damage and/or theft
- 4.1.12. All mono-hulls must be parked on dollies – not directly on the grass
- 4.1.13. Keelboats and other boats (excluding catamarans) which utilize a road trailer as a launching dolly may be allocated parking if available
- 4.1.14. No trailers may be left in demarcated car parking bays in the car park
- 4.1.15. Trailers are not permitted to be parked within the confines of the Club and must be parked in the trailer park. With the express permission of the Manager trailers may be left in the car park during the day while boating on the lagoon.
- 4.1.16. No trailers may be parked overnight on club grounds or the waterfront walk-way, except with the permission of the management. Permission will only be given in exceptional circumstances, at the management's discretion
- 4.1.17. All trailers must be marked with owner's name, address and contact number/s
- 4.1.18. No boat may be parked other than in its allocated space
- 4.1.19. The grass rigging areas are to be kept free of parked boats
- 4.1.20. No vehicles, including trailers, shall be parked on the grass, in the boat parking area or in any area demarcated by a red or yellow line

- 4.1.21. Boats, trailers, accessories and personal belongings are the sole responsibility of the member and none of KYC, its employees or Office Bearers shall be held responsible for and loss or damage to property left on KYC premises whether a fee is paid to KYC for such items to be left on premises under the control of KYC, or not
- 4.2.1. The owners of all boats parked on or using the KYC premises shall pay for parking
- 4.2.2. Following application for boat parking, visiting and Country members may be allocated temporary parking in the boat parking areas as described in 4.1.1.1, 4.1.1.2, 4.1.1.3 and 4.1.1.4 above if available or annual parking in The Trailer Park on payment of the prescribed fee. Parking fees, and any discount to be applied will be determined annually at the same time as membership subscriptions for the ensuing year are considered
- 4.2.3. The annual fee determined in respect of each of the parking areas described shall apply for the year or part thereof. Pro-rata fees will not apply
- 4.2.4. Boat parking fees are subject to a discount, the quantum of which shall be determined based on utilization of the respective craft, having due regard to the sailing and boating records maintained by the club
- 4.2.5. Utilization shall be evidenced by the entry of the respective boat in club events and/or entries in the register maintained in the foyer of Asches for recording of casual sailing and boating
- 4.2.6. Visiting keelboats whose skipper and crew have temporary visitor membership and pay a mooring fee and who may have dinghies tied to floating jetties are not required to pay a boat parking fee. Boat parking spaces are allocated by the Secretary



annually, preference being given to early payers and to regular users of boats.

## **5. USE OF CAUSEWAY, SLIPWAYS AND QUARTERDECK**

- 5.1. Launching dollies shall not be left on slipways, but shall be returned to boat parking bays or areas designated for temporary storage.
- 5.2. No vehicles, including trailers, shall be parked on the causeway, including adjoining grassed boat parking area or concrete slipways except for the purpose of loading and offloading, during which operation the driver shall be in attendance to move the vehicles.
- 5.3. Other than vehicles used for the conveyance of disabled members and guests, no motor vehicles, motor cycles or scooters shall be parked on the causeway, including adjoining grassed boat parking area, slipways, or Quarterdeck, except in the designated parking areas.
- 5.4. The wooden ramp is for the use of multi-hull boats such as Hobies, Darts etc, dinghies and canoes only – no trailers or vehicles. This ramp has not been designed to support a vehicle's weight.

## **6. FLOATING JETTIES**

- 6.1. No tenders shall be placed on top of floating jetties, except in exceptional circumstances with the permission of the Manager.
- 6.2. Tenders may not be left tied on the Western side of the deep-water floating jetties at any time. This space is reserved for emergency use by keelboats.
- 6.3. any member of the General Committee or Keelboat skippers wishing to use the jetty.
- 6.4. No tenders, which are not in regular use, shall be left tied to the jetties.

- 6.5. All member's tenders tied to the jetties shall prominently display KYC registration numbers, and all tenders shall be registered with the Club Secretary and display current KYC parking stickers.
- 6.6. Members who use floating jetties regularly (see Clause 6.2) for tying up their tenders shall be required to pay for parking.
- 6.7. Yachts shall not remain tied to floating jetties overnight without KYC permission.
- 6.8. Yachts tied to floating jetties, which interfere with Club's organized sailing activities, will be required to move off if so instructed by the Race Officer on duty or a Committee Member.
- 6.9. No laundry shall be washed or dried on the floating jetties, nor shall laundry be hung out to dry on yachts tied to floating jetties.
- 6.10. The floating jetties shall not be used for repairs or refitting of boats, except for work of a minor or emergency nature, and then only with the permission of KYC
- 6.11. Members and visitors wishing to plug into the KYC electricity supply for minor repairs, battery charging, etc, may do so only with prior permission from the Club Manager/Administrator/ Secretary or designated office bearer, for each usage. KYC shall determine the fee for the use of electricity payable, which shall be approved by the General Committee.
- 6.12. Members and Visitors are expected to abide by these regulations without the need of reminders. Boats, belonging to members or visitors who do not comply with these regulations, following due notice, which may be verbal, will be removed by a representative of KYC at the request of the Committee. Neither KYC, the Committee nor its

representative shall be responsible for the safety of these boats.

## **7. KEELBOATS/CRUISERS & HAUL-OUT FACILITY**

- 7.1. All yachts in the KYC managed area shall be in good repair, no yachts shall be derelict.
- 7.2. Use of the haul-out facility for slipping of yachts may only be made by prior arrangement with Sea Services, for an agreed period of time and following application being made on the prescribed form lodged with the club secretary.
- 7.3. The demarcated boat repair space may only be used with KYC's permission, and for an agreed period of time.
- 7.4. Charges for the haul-out facility, slipping of yachts and "hard" storage will be determined by the General Committee and reviewed annually.

## **8. SMALL CRAFT HARBOUR – USE OF BERTHS**

- 8.1. No berth may be used for profit or commercial purposes without written permission from the Club. Permission may be retracted at the sole discretion of the Club.
- 8.2. No boat moored in the harbour may be used as living quarters without the express permission of the Harbour Master (Knysna Quays) and the Club.
- 8.3. No unseaworthy boat is permitted on the mooring and any such boat shall be removed forthwith by the Member on notice from the Club.
- 8.4. The Member shall maintain the fenders and mooring lines in good condition and secure his boat properly, to the satisfaction of the Club.
- 8.5. The Club has the right, but not the obligation, to secure a member's boat properly, and to recover the cost thereof from the member on demand. The Club and the Harbour Master (Knysna Quays) will be the sole authorities in respect of what constitutes "properly secured".
- 8.6. All boats must move out of the harbour under own power at least once per annum.
- 8.7. No laundry to be hung on decks.

## **9. ADVERTISING**

- 9.1 A number of notice boards are situated in and around the KYC premises main club building, Asches and the Loft. While these notice boards are intended for official KYC notices, with prior arrangement certain are used by members, advertising personal sailing related items for sale or other sailing related purposes such as wanted items, sailing opportunities to crew etc

- 9.2 The town of Knysna is host to a number of businesses which provide products and services to the sailing and boating fraternity. From time to time KYC is approached by members, representatives of these businesses for permission to display posters or adverts on KYC notice boards
- 9.3 KYC conducts various activities providing services, generally associated with the activities of a yacht club, to members. These services include a Bar facility, Restaurant, Boat parking, Berthing and Swing moorings for keelboats etc
- 9.4 As an extension to these services, information relative to sailing and boating services available in Knysna would enhance the member offering. The provision of such information is beyond the function of club employees but could be disseminated through the printed medium, advertising posters, etc
- 9.5 A limited amount of space is available on the official club notice boards, as mentioned above, for the placement of general, yachting or boating related advertising material, however advertising space has been made available in the area adjacent to the main Bar (previously known as the smoking room)
- 9.6 Subject to the availability of space in this area, conclusion of an advertising agreement, a copy of which is available from the KYC Office, and payment of the prescribed fee, approved advertisements will be placed in the designated position. The prescribed fee shall be applicable to the KYC financial year or part thereof
- 9.7 The prescribed fee referred to above will be reviewed annually by the General Committee at the same time as all fees are reviewed
- 9.8 All members shall have equal rights to available advertising space which will be allocated on a first come first served basis.

- 9.9 Advertisements will be limited to one per member/entity/group; the party may, subject to approval of the material, rotate advertisements in their allocated advertising spot during the course of the year.
- 9.10 Other than the approval of any advertisement by KYC, which shall in no way infer endorsement of any service or product advertised, KYC will not adjudicate as regards the content of advertisements that are placed
- 9.11 In the event that advertising spots have not been taken up, at the discretion of management, more than one advertising spot may be made available to any party wishing to advertise, again on a first come first served basis.
- 9.12 The allocation of an additional spot will not infer a right to multi-placings and will only endure for the remainder of that financial year.
- 9.13 Notwithstanding the date of allocation of an advertising spot the fee will be the same as for a full year, the fee will not be prorated.
- 9.14 Advertisers are required to maintain their advert in a good and acceptable condition, any advertisement which in the opinion of Gencom, in their sole discretion, has become dilapidated or unsightly will be removed immediately and the advertiser advised accordingly

### **Advertising fee structure**

A3 aluminum clip frames installed above and to the right side of the KYC member notice board in the area adjacent to the main bar

1. An annual fee of R400 (2016-17) plus VAT per advert.

This fee is payable for the 12 month period coinciding with the KYC Financial year (1 April to 31 March of the following year) or part thereof and shall not be

prorated. This fee will be reviewed from time to time and adjusted in line with the annual review of fees.

## **10. BASIS FOR DETERMINING LIFE MEMBERSHIP FEE**

The basis for determining the Life Membership Fee was approved at the 81<sup>st</sup> Annual General Meeting of the club held on 20<sup>th</sup> June 1991. The fee is based on an age related sliding scale as indicated below multiplied by the Ordinary Membership fee applicable at the time that Life Membership is granted

The scale is as follows:

Age at date of granting Life Membership	Multiple of Ordinary Membership fee
35 - 39	19
40 - 44	17
45 - 49	15
50 - 54	13
55 - 59	10
60 - 65	7

## **11. ADMINISTRATION, ALLOCATION AND RENTAL OF SWING MOORINGS**

### **11.1. Definition, Listing and Type of swing moorings:**

#### **11.1.1. Definition of ownership of swing moorings:**

The owners of the respective moorings under KYC jurisdiction are either KYC (the Club), a member or a non-member, as reflected in the records maintained by KYC and which are based on

historical documentation available from the time of initial establishment of the moorings

**11.1.2. Listing:**

KYC undertakes to maintain an accurate listing (coordinates, owners and occupants as well as any other pertinent information relative to each swing mooring) on an ongoing basis

**11.1.3. Type of swing mooring:**

**Type 1.** Mooring owned by an individual (member or non-member) who chooses to administer and maintain the mooring privately with no cost implication to KYC;

**Type 2.** Mooring owned by KYC;

**Type 3.** Mooring owned by a member giving written consent for utilisation by KYC for an agreed period.

KYC conducts full financial and rental administration, allocation and regular maintenance and upgrades of the Type 2 and 3 moorings, described above, as required.

All moorings (Type 1, 2 and 3) are listed collectively within the official KYC mooring documentation for the purpose of maintaining a charted overview of all moorings associated with KYC in Knysna inshore waters



## 11.2. Applicant and Occupant categories

**Category 1** - Non-members or Visitors with new vessel to KYC waters. (Launched from slipway or sailed in)

**Category 2** - New members with less than 1 (one) year membership

**Category 3** - Established members with more than 1 (one) year continuous membership remaining in good standing.

**Category 4** - Persons appropriate to Category 2 or 3 above intending to purchase an existing (known to KYC) vessel with current KYC mooring allocation

## 11.3. Swing Mooring rules and regulations:

11.3.1. KYC members with arrangements for a **Type 1** mooring are required to inform the KYC Moorings committee in writing for the purpose of record

11.3.2. All **Type 2 & Type 3** moorings are allocated at the Clubs' discretion. In each case the current *KYC Swing Mooring Application* and *Terms & Conditions of Swing Mooring Rental* documentation and process will apply

11.3.3. **Category 1**, Applicant and Occupant; - are required to pay, in advance, the daily or monthly mooring fees in accordance with the current Non-member and Visitors fee structure

11.3.4. **Category 2** Applicant and Occupant; - will only be considered after receipt of a completed *Swing Mooring Application* form, and if a suitable mooring is available and allocated, on receipt of a full twelve month payment at the applicable rate as per the current fee structure. KYC reserves the

right to adjust the fee paid relative to any unexpired portion of the twelve month period that falls into the following KYC financial year, taking account of any increase in fee effective from 1<sup>st</sup> April. Thereafter, fees shall be payable at the applicable member rate on a pro-rata basis, until the end of that financial year

- 11.3.5. **Category 3** Applicant and Occupant; - are required to pay the annual mooring fee effective from 1<sup>st</sup> April in the applicable year
- 11.3.6. **Category 4**, Applicant and Occupant; - applications will only be considered after receipt of a completed *Swing Mooring Application* form and of a full twelve month payment at the applicable rate as per the current fee structure. KYC reserves the right to adjust the fee paid relative to any unexpired portion of the twelve month period that falls into the following KYC financial year, taking account of any increase in fee effective from 1<sup>st</sup> April. Thereafter, fees shall be payable at the applicable member rate on a pro-rata basis, until the end of that financial year
- 11.3.7. All applications will be referenced to the *Moorings Application Waiting List* thereafter the appropriate decision for allocation will be taken by the Moorings Committee
- 11.3.8. KYC is to be timeously notified of any pending change of ownership of vessels and by the current owner at point of sale
- 11.3.9. Change of ownership of a vessel does not entitle the new owner to a mooring or automatic allocation of the current mooring that the vessel in question may occupy. In each case points 11.3.2 and 11.3.7 above will apply

- 11.3.10. Where a share in a vessel which is currently allocated a swing mooring is acquired and the owner of the vessel is a KYC member in good standing for a period in excess of 1 (one) year there will be no change in the fee payable as envisaged in 11.3.5 above. However, it is obligatory that all co-owners are full members of KYC. In the event of the member in good standing disposing of his share at a time which will result in none of the co-owners being members in good standing with a minimum of 1 (one) year membership, fees payable will be as 11.3.6 above
- 11.3.11. No Mooring maybe occupied without the permission of the moorings committee, a duly completed application form and relative fee has been received

## **12. GENERAL**

- 12.1. All property left by any party on or about the Club premises is left at the owner's risk.
- 12.2. The premises of the KYC are used by Members and visitors entirely at their own risk. No liability shall be incurred by the KYC or its Committees and employees resulting from injuries or damage of any nature.
- 12.3. No dogs are allowed on the Club premises, unless permitted in writing by the Committee.
- 12.4. All members shall be deemed to be familiar with these bye-laws. The General Committee has the right to deal with transgressors under Clause 10 of the KYC Constitution (Unbecoming or Improper Conduct).

*BY ORDER:*

*THE GENERAL COMMITTEE*

*KNYSNA YACHT CLUB*

June 2018