



Knysna Yacht Club

E-mail: kyc@kingsley.co.za

(Founded 1910)

Web: www.knysnayachtclub.com

APPLICATION FOR USE OF A KYC SWING MOORING - MEMBERS

BOAT NAME:REGISTRATION NO.

OWNERS NAME: DATE:

ADDRESS:

..... TEL:

BOAT OVERALL LENGHT:m BEAM:m

DISPLACEMENT:m/ton DRAFT:m

OCCUPATION REQUIRED FROM: TO:

Mooring fees are payable strictly in advance

RECEIPT NO:..... CHEQUE/CASH/CARD DATE:

FEE STUCTURE: (01.04.2017 – 31.03.2018) R0.85/m x 30 days x 12 months

(New members to pay Visitor Fee for first year)

(Additional costs for material may apply, refer to addendum page 2)

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INDEMNITY

I the undersigned, being the owner/skipper and duly authorised thereto by the owner of S/V do hereby indemnify the Knysna Yacht Club against any claim arising out of the use of the said yacht or the swing mooring during the period of the yacht being moored on any mooring on the Lagoon. This indemnity will cover any damage arising from any cause whatsoever to any party or property under my control or damaged caused to any person or property occasioned by the use of the aforesaid yacht on the swing mooring or whilst approaching or departing from the mooring.

SIGNED at KNYSNA on this..... day of 20

NAME (Print) SIGNATURE:

WITNESS 1: WITNESS 2:



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ADDENDUM to SWING MOORING APPLICATION

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TERMS & CONDITIONS OF SWING MOORING RENTAL

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In order for KYC to continue to make available swing mooring facilities of the required standards to its members the following measures will apply:

- 1) Vessels with similar draft, hull configuration and windage characteristics will be strategically moored, however, in order to maintain mooring of vessels in a safe and orderly fashion, KYC reserves the right to move craft to an alternative mooring as deemed necessary.
- 2) The costs for 6 monthly inspection, maintenance and minor repairs to the moorings are included in the fee structure as per clause 1).
- 3) As circumstances arise and in addition to the monthly rental fee, mooring occupants are to accept, without prior notice, invoicing for co-payment of extra labour and materials, as deemed necessary to maintain the mooring in good order.
- 4) Occupants are reminded that the required mooring tackle (strop, bridle, etc.) over bow roller to swivel, is for their own account.
- 5) Safety and security of the vessel remains the responsibility of the owner. A reasonable watch is to be maintained, in particular during periods of inclement weather. In times absence, a suitable caretaker person is to be appointed by the owner with introduction to a KYC Mooring Committee member.

KYC Mooring sub-committee

March 2017



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Bye-Law number 12

Policy for administration, allocation & rental of Swing Moorings

1. Definition, Listing and Type of swing moorings:

1.1. Definition of owners 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.

1.2. Listing:

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

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.

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



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allocation or Members, new or in good standing acquiring their 1st boat mooring in Knysna.

3. Swing Mooring rules and regulations:

- 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.
- 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
- 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.
- 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 12 month period that falls into the following KYC financial year, taking account of any increase in fee effective from 1 April. Thereafter, fees will be payable at the applicable member rate on a pro-rata basis, until the end of that financial year.
- 3.5 **Category 3**, Applicant and Occupant; - are required to pay the annual mooring fee effective from the first day of April in the applicable year
- 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 12 month period that falls into the following KYC financial year, taking account of any increase in fee effective from 1 April. Thereafter, fees will be payable at the applicable member rate on a pro-rata basis, until the end of that financial year
- 3.7 All applications will be referenced to the *Moorings Application Waiting List* whereby the appropriate decision for allocation will be taken by the Moorings Committee
- 3.8 KYC is to be timeously notified of any change of ownership of vessels by the current owner at point of sale
- 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 3.2 & 3.7 above will apply.
- 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 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 3.6 above.



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- 3.11 No Mooring maybe occupied without the permission of the moorings committee, a duly completed application form and relative fee has been received.
- 3.12 All vessels moored on a live aboard basis are to adhere to current legislation for local waters and are encouraged to utilise the holding tank pump out facility at the Knysna Quays.
- 3.13 KYC reserves the right to amend and adjust fees from time to time after giving due notice to the respective Applicant and/or Occupier and to the extent that any third party service provider charges are increased, to increase the fee charged to the Applicant and/or Occupier by an equivalent percentage.