



# Knysna Yacht Club

(Founded 1910)

E-mail: [secretary@knysnayachtclub.com](mailto:secretary@knysnayachtclub.com)

Web: [www.knysnayachtclub.com](http://www.knysnayachtclub.com)

## APPLICATION FOR USE OF A KYC SWING MOORING – VISITORS & NON-MEMBERS

BOAT NAME: ..... REGISTRATION NO: .....

OWNERS NAME: ..... ID: ..... DATE: .....

ADDRESS: .....

MAKE OF VESSEL : ..... TEL: .....

BOAT OVERALL LENGHT: .....m BEAM: .....m

DISPLACEMENT: .....m/ton DRAFT: .....m

OCCUPATION REQUIRED FROM: ..... TO: .....NO.DAYS.....

### Mooring fees are payable strictly in advance

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

**FEE STUCTURE: 2023-2024: R6.90/meter LOA/Day (Fee: x 30 for monthly rate) = Total**

.....

## 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**

- 1) Visiting yachts are to make due arrangements with South African Home Affairs, George on 044 805 4117 / 076 598 4536 in order to clear in. The onus lies solely with the master of the vessel in this regard.**
- 2) 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.
- 3) The costs for 6 monthly inspection, maintenance and minor repairs to the moorings are included in the fee structure as per clause 1).
- 4) 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.
- 5) Occupants are reminded that the required mooring tackle (strop, bridle, etc.) over bow roller to swivel, is for their own account.
- 6) Safety and security of the vessel remains the responsibility of the owner. A reasonable watch is to be maintained particularly 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

November 2016



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## Bye-law number 6.7

### 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 overnight. This space is reserved for emergency use by keelboats.
- 6.3 Tenders may be tied on the Western side of the two deep-water jetties during daytime, provided there is no other jetty space available, and provided that the owners remain on the KYC premises and are available to remove their tenders if requested by the Manager, 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 Sailing, motorised vessels or Houseboats shall NOT remain tied to floating jetties overnight without permission from the Club Manager and without the completion and submission to the Manager/Secretary of the application form (6.7.1)
  - 6.7.1 Floating Jetty overnight permission. After 3 days there will be a charge of R180.00 per day (this fee will increase on a yearly basis) and this will only be allowed once in every 3-month cycle unless it is an emergency or prior permission was granted by the Club Manager. This charge will not apply to visiting yachts as a Visitors fee will be applicable.
- 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 only with a Valid SanParks permit accompanying completed form 6.7.1 for overnight permission.
- 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.



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- 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.

## Knysna Yacht Club

### Bye-Law number 11

#### Policy for administration, allocation & rental of Swing Moorings

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

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

All swing moorings are ultimately controlled by the South African National Parks Board and are mostly allocated through the Knysna Yacht club. Historically, a few moorings were established by private individuals and although recorded by the club, they are maintained and managed by the respective "Owners". All other moorings are managed through the Knysna Yacht Club on a lease basis.

###### 11.1.2 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.

###### 11.1.3 Type of swing mooring:

- Type 1 Mooring established by an individual (member or non-member) and registered through the club with the parks board. The mooring which includes anchor block, tackle buoy and top lines is owned by the individual and is administered and maintained by himself.
- Type 2 Mooring established by K Y C and administered and maintained by the club.
- Type 3 Mooring established by a member who wishes to offer the mooring for utilisation by the club for an agreed period. The offer to be confirmed in writing.

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



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

## 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 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.

11.3.4 **Category 3**, Applicant and Occupant; - are required to pay the annual mooring fee effective from the first day of April in the applicable year

11.3.5 **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

11.3.6 All applications will be referenced to the *Moorings Application Waiting List* whereby the appropriate decision for allocation will be taken by the Moorings Committee



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- 11.3.7 KYC is to be timeously notified of any change of ownership of vessels by the current owner at point of sale
- 11.3.8 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 & 11.3.6 above will apply.
- 11.3.9 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 11.3.4 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 11.3.5 above.
- 11.3.10 No Mooring maybe occupied without the permission of the moorings committee, a duly completed application form and relative fee has been received.
- 11.3.11 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.
- 11.3.12 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.

## 11.4 Swing mooring conditions of occupation

- 11.4.1 All vessels are to be in a sea worthy condition with current certificate of fitness. All vessels remain the responsibility of the owners. The club responsibility ends at the top mooring eye of the ground tackle. Mooring lines from this point are to be provided and maintained by the owner of the vessel.

NO permanent "living aboard" will be allowed. A maximum continuous period of more than three months will be considered permanent. A lease holder living aboard with crew and using the club facilities on an ongoing basis will be charged a levy at the discretion of the general committee.

All vessels that are occupied overnight are to be fitted with black water holding tanks.



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## 12. RECIPROCAL BYE-LAW 12

### DEFINITION:

Reciprocity is the mutual exchange of commercial or other privileges, a relation of mutual dependence.

1. Member of reciprocal clubs are considered reciprocal guests at KYC.
2. All reciprocal guests shall identify themselves to the Club Manager or Club Secretary and present their current home-based Club membership card and register their name and club affiliation in the reciprocal guest book if only visiting for the day.

Reciprocal guests may not use the Club Facilities on a habitual basis.

Habitual use of the club will be interpreted as more than once a month.

3. Should the reciprocal guest wish to use KYC facilities more than once a month, but not longer than 3 months a year, the following rules will apply.
  - a. A Reciprocal guest must submit a written request to the committee to extend their stay.
  - b. If approved, a Visitors form must be completed with the Club Manager or Club Secretary and the visiting fees will apply.
4. Should a KYC member be expelled from the Yacht club, reciprocity from another club will not be valid and he/she will not be allowed the use of KYC.

### RECIPROCAL VISITING YACHTSMEN

1. A reciprocal Visiting Yachtsmen must identify themselves to the Club Manager or Club Secretary and present their current home-based Club membership card and fill out a Visiting yachtsmen form.
  - a. A Reciprocal Visiting yachtsman on anchor will not be charged visiting fees for the 1<sup>st</sup> week. Thereafter normal visiting fees will apply.
  - b. A reciprocal Visiting yachtsman on a KYC mooring will pay the normal visiting yachtsmen mooring fees and will not be charged visiting club fees for the 1<sup>st</sup> week. Thereafter normal visiting fees will apply.

Though not specifically set forth herein, reciprocal guests are subject to all other KYC house and ground rules and yachtsmen are subject additionally to all KYC rules in effect at the time of the reciprocal visit.