



## CONSTITUTION

### PAST COMMODORES

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1950 – 1952	C J BENINGFIELD	1981 – 1983	C LOXTON
1952 – 1953	O J PRILLEVITZ	1983 – 1984	F H REITZ
1953 – 1955	I J M WILLIAMS	1985 – 1986	G J CARMAN
1955 – 1956	P J MUSSON	1986 – 1988	R METCALF
1956 – 1957	C J BENINGFIELD	1988 – 1990	R JUNG
1957 – 1958	DR H L COHN	1990 – 1990	H VAN DER WAL
1958 – 1960	I J M WILLIAMS	1990 – 1992	M D LAWSON
1960 – 1961	D H CROXFORD	1992 - 1994	D J WANTLING
1961 – 1963	DR J E SEELIGER	1994 – 1996	P R DUPREEZ
1963 – 1965	I J M WILLIAMS	1996 – 1998	L D H WOOLEY
1965 – 1967	R R OLSEN	1998 – 1999	G J CARMAN
1967 – 1969	CMDR W B C EVANS	1999 – 2000	P R DU PREEZ
1969 – 1970	J WHITE	2000 - 2002	R G BARTHOLOMEW
1970 – 1972	A BRUINS	2002 – 2003	G N SHAW
1972 – 1974	N P SHAW	2003 – 2005	M N THOMPSON
1974 – 1976	M A J LANGLEY	2006 - 2007	F C SHEARAR
1976 – 1978	N P SHAW	2008 - 2009	N LLOYD
1978 – 1980	M A J LANGLEY	2010 -	P COLLINGRIDGE
1980 – 1981	JF LARGIER		

### HERMANUS YACHT CLUB - Constituted 1950

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Web Site	<a href="http://www.hyc.co.za">www.hyc.co.za</a> or <a href="http://www.hermanusyachtclub.co.za">www.hermanusyachtclub.co.za</a>

## CONSTITUTION OF THE HERMANUS YACHT CLUB

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## **1. TITLE**

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The name of the Club shall be "THE HERMANUS YACHT CLUB" and the headquarters shall be at Stofvlei, Hermanus.

## **2. OBJECTIVE**

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The objective of the Club shall be the encouragement of boating and in particular the racing of sailing craft.

## **3. CLUB FLAG**

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- a) The Club Flag shall be "a flag halved light and dark blue horizontally with a seagull flying at centre".
- b) The Commodore's pennant shall be the same as the Club flag but shall be swallow-tailed.
- c) The Vice Commodore's pennant shall be the same as the Commodore's but shall bear one white disc against the hoist.
- d) The Rear Commodore's pennant shall be the same as the Commodore's but shall bear two white discs against the hoist.

## **4. MEMBERSHIP**

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A prerequisite for any class of membership, except Patrons and Social, shall be qualification in terms of Clause 2 of this Constitution, at the discretion of the Committee. (SGM 20 June 2009)

The members of the club shall consist of:

### **a) PATRONS**

Any person who has rendered distinguished service to yachting or to the Club may be elected on a recommendation by the Committee at a General or SGM of the club as a Patron and shall thereupon become entitled without subscription to all privileges of membership.

### **b) LIFE MEMBERS**

No longer applicable (Entire Para. Deleted AGM 09 May 1999)

### **c) ORDINARY MEMBERS**

Men and women members who shall have been elected as such and shall have paid such entrance fees and subscriptions as shall be prescribed and due. In the case of applicants still undergoing formal education, training or performing active citizen force duties and who receive remuneration, which in the opinion of the Committee is not more than a token salary; the Committee shall be empowered to reduce the respective subscription at its discretion. *The Spouse or Spouse to be of an applicant or member is exempted/waived from also paying an entry fee for membership (AGM 24 May 1998)*

### **d) JUNIOR MEMBERS**

Boys and girls between the ages of 8 and 21 years (previously 18 - SGM 20 June 2009) who shall have been elected as such and shall have paid such subscriptions as shall be prescribed and due, provided always that person under the age of 18 years shall not be permitted to enter the ordinary members' lounge, to vote at General Meetings of members, to introduce guests or visiting members, or to propose or second candidates for admission to membership or to the Committee. *Junior members of more than 3 years standing shall, on reaching the age of 21 years, be entitled to Ordinary Membership*

*without the entrance fee, provided the Application is approved by the Committee. (AGM 29 April 1990)*

**e) HONORARY MEMBERS**

It shall be within the power of the Committee to confer the honour of honorary membership upon any person, not being an ordinary member, as a mark of courtesy or compliment.

**f) VISITING MEMBERS**

No longer applicable (Entire paragraph deleted SGM 20 June 2009)

**g) SENIOR MEMBERS**

Any person over 60 years of age who has been an ordinary member of the club for three years and who is no longer participating in active sailing, provided the applicant is approved by the committee and provided the applicant is not a lessee of a caravan site. Any person over 60 years of age not already an ordinary member of the club may apply in terms of clause 5 for admission to membership as a Senior member provided the candidate has been a member of another recognised yacht club for 5 years.

**h) FAMILY MEMBERSHIP**

The Parents (Parent) and their Children/Legal Wards under the age of 21 years, and their Children/Legal wards between the age of 21 and 25 years who are full-time students or financially dependent on their parents (AGM 09 May 2010), or a Member and Spouse who have been elected. In all other respects the individuals comprising the Family unit will rank as Ordinary or Junior Members. The entrance fee for FAMILY membership may apply only on the simultaneous application by the Family (AGM 07 May 1995).

**i) PROBATIONARY MEMBERS**

Members who shall have been elected as such and shall have paid such entrance fees and subscriptions as shall be prescribed and due, provided that such members shall not be eligible to vote at General Meetings of members or to propose or second new members. Full membership may be considered by the Committee 12 months after the Probationary Membership has been approved. The period of probationary membership shall be taken as full membership, should such membership shall have been approved by the Committee. (SGM 20 June 2009)

**j) COUNTRY MEMBERS**

Members who shall have been elected as such and shall have paid such entrance fees and subscriptions as shall be prescribed and due, provided that such members shall reside permanently outside the Western Cape and shall not be eligible for a cabin (as opposed to a caravan) site. Should such members change their residence to within the Western Cape, they shall change their status to Ordinary or Family membership, without the payment of an entrance fee. (SGM 20 June 2009)

**k) SOCIAL MEMBERS**

Members who shall have been elected as such and shall have paid such entrance fees and subscriptions as shall be prescribed and due, and shall not be eligible to vote at General Meetings of members, shall not be eligible for a caravan or cabin site or mooring or bring a boat of any nature to the club. (SGM 20 June 2009)

**l) PROSPECTIVE MEMBERS**

Candidates for admission to membership shall be proposed and seconded by life and/or ordinary members of the club only. Paid officials of the Club are precluded from proposing and seconding candidates. Both the proposer and seconder shall be of not less than one year's standing, and both shall have known the candidate for at least one year. All three

shall sign the application form. The proposer shall introduce the candidate (with his wife and family if applying for family membership) to a Flat Officer and another member of the committee, who together shall interview the candidate(s), and if satisfied shall countersign the application form. If not satisfied the application may be deferred for 30 days for further information from the candidate, the proposer or the seconder. The Secretary shall then display the form on the club notice board for not less than 21 days. The Committee at its first meeting thereafter shall elect to membership or reject the candidate, provided that its decisions shall be determined by ballot should a Committee member so request, in which case two black balls (adverse votes) shall exclude the candidate. Before the expiration of the 21-day period referred to above, the candidate shall lodge his entrance fee and subscription with the Secretary. Temporary membership shall be conferred upon the applicant upon receipt of the entry fee and the applicant shall have full use of the club in terms of the category of membership that has been applied for (SGM 20 June 2009). Should the candidate be rejected, these shall be returned to him, less any amounts, which may be owing to the Club. A previous member in good standing at the time of his resignation shall be accepted to membership without entrance fee on rejoining. A member resigning at any time during the Club years must send written notice of resignation to the Secretary and shall be liable for his or her subscription to the end of the financial year in which he or she ceases to be a member.

**m) PROSPECTIVE PROBATIONARY MEMBERS**

Candidates who have no proposer or seconder shall be able to apply for Probationary membership. In all other respects the provisions of paragraph 5(a) shall apply. Full membership may be considered by the Committee 12 months after the Probationary Membership has been approved. Should full membership not be approved by the Committee, the entrance fee only shall be refunded. Should the candidate decide not to pursue full membership, the entrance fee shall not be refunded, except at the discretion of the Committee. (SGM 20 June 2009)

**5. GENERAL MEETINGS**

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- a) The Annual General Meeting of the Club shall be held before the 30<sup>th</sup> of June each The Club's accounts shall be closed annually on the last day of February and copies of the audited accounts for the year under review shall be sent to members with the notice of the Meeting.
- b) At least 14 days clear notice shall be given of any General Meeting. Such notice shall be posted to members at their address as registered with the Secretary, and shall set out the business to be transacted at that meeting. The 14 days shall commence from the post-mark dated.
- c) At all General Meetings twenty members eligible to vote shall form a quorum. The Commodore, or in his absence the Senior Flag Officer, or failing these a Committee Member present shall preside at all General Meetings, except in the case of meetings convened under requisition from members when the meeting shall elect a Chairman.
- d) Only fully paid-up Ordinary Members, Life Members, Patrons, Honorary Members and Honorary Life Members may vote at General Meetings.
- e) The Office-bearers of the Club shall be elected at the Annual General Meeting and should the number of nominations exceed the number of vacancies, a ballot shall be taken. Nominations for Office-bearers of the Club proposed and seconded by two other members of the Club and accepted by the nominee shall be handed to the Secretary two weeks before the Annual General Meeting and shall be displayed on the notice board of the Club.

- f) Special General Meetings may be called by direction of the Committee or upon a requisition in writing delivered to the Secretary and signed by at least 10 members qualified to vote at meetings. Should the motion not be carried at a meeting requisitioned by members, the signatories shall be jointly and severally liable for the costs incurred by calling the meeting.

## **6. ALTERATIONS TO CONSTITUTION**

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No alterations, addition to or deletion from this Constitution shall be allowed except by a majority of not less than two-thirds of the members present at the meeting and eligible to vote at an Annual or Special General Meeting of the Club, and not resolution involving such alteration to, addition to or deletion from the Constitution shall be put at such meeting unless notice thereof shall have been given in terms of clause 7.

## **7. FLAG OFFICERS**

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The Flag Officers of the Club shall be:

- a) The Commodore
- b) The Vice Commodore
- c) The Rear Commodore

Elected at the Annual General Meeting. Flag Officers are to retire annually and no Flag Officer shall be allowed to retain his rank for more than two consecutive years, but will be eligible for promotion or demotion to a different Flag Rank. Should any Flag Office become vacant a Special General Meeting shall be called within thirty days of the vacancy occurring, to fill the office. No member shall be eligible for election to Flag Rank until he has served as a member of the Committee for at least one year. No member shall be eligible for election as Vice Commodore until he has served as Rear Commodore for at least one year. No member shall be eligible for election as Commodore until he has served as a Flag Officer for at least one year.

## **8. GENERAL COMMITTEE**

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The Office-bearers of the Club shall be:

- a) Commodore
- b) Vice Commodore
- c) Rear Commodore
- d) Chairman of Sailing and Rescue Sub-Committee
- e) Chairman of Entertainment and Catering Sub-Committee
- f) Chairman of House, Buildings and Grounds Sub-Committee
- g) Chairman of Junior Sailing Sub-Committee
- h) Honorary Treasurer
- i) Public Relations Officer
- j) Two other members

All of who shall comprise the General Committee – herein and throughout this Constitution referred to as “the Committee”. The Vice Commodore and Rear Commodore respectively may simultaneously hold office as Chairman of a sub-committee; in such cases the number of other members shall be increased so that the total number of Committee members remain at eleven.

## **9. GENERAL COMMITTEE ELIGIBILITY**

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No member of less than one year's standing as such shall be eligible for election to the Committee. All office-bearers shall retire annually but shall be eligible for re election subject to the provisions of clause 13 in regard to Flag Officers. All office bearers shall, however, remain in office until their successors have been elected.

## **10. CLUB MANAGEMENT**

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The general management of the Club shall be vested in the Committee with the assistance of four sub-committees, namely:

- a) Sailing Sub-Committee  
*For all matters relating to the sailing programme, racing and results, trophies, bridge and sailing office, rescue and rescue equipment, jetty's and the hard, moorings, parking of boats and trailers, mast locker and boat shed.*
- b) Entertainment and Catering Sub-Committee  
*For matters relating to entertainment, catering and galley.*
- c) House, Buildings and Grounds Sub-Committee  
*For matters relating to Club House, wardroom, changing rooms, buildings, caravan, cabin and tent park, lawns, grounds, water supply, sanitation and parking of cars.*
- d) Junior Sailing Sub-Committee  
*For matters relating to junior sailing, training, club juniors boats and the juniors room.*

The Chairman of each Sub-Committee shall be elected at the Annual General Meeting. Each Sub-Committee shall comprise not less than two other members who shall be appointed or co-opted by the Committee. Sub-Committees themselves shall have the power to co-opt. Members of the Committee may be appointed to serve on Sub-Committees. The Commodore shall be an ex officio member of all Sub-Committees.

The General Committee shall have the full power to:

- a) Transact all business of the Club which does not specifically, in terms of this Constitution, require the sanction of a General Meeting,
- b) make, amend and rescind rules for the conduct of the Club provided that such rules are not in conflict with the Constitution,
- c) receive, approve, amend or overrule any report or recommendation of any subcommittee, or to refer any proposal back to such sub-committee for further consideration,
- d) settle all matters in dispute, which must be submitted to it in writing. The complainant or complainants or the person or persons against whom any complaints are made may appeal to a General Meeting of the Club against the decision of the Committee. Notice of intention to appeal must be given in writing to the Secretary within fourteen days of the date of the written advice of the Committee's decision. In the event of the appeal being rejected by the General meeting, the complainant(s) shall be liable for all the costs incurred,
- e) Expel or suspend for such periods as it may think fit, any member whose conduct is, in its opinion, injurious to the character of the club. Such member shall have the right to appeal to a General Meeting of the Club against the decision of the Committee. Notice of intention to appeal must be given in writing to the Secretary fourteen days of the date of the written advice of the Committee's decision. In the event of the appeal being rejected by the General Meeting, the member concerned shall be liable for all the costs incurred,
- f) Elect candidates for admission as members,

- g) Erase from the membership roll the name of any member who shall have failed to pay any debt due by him or her to the club,
- h) Appoint additional sub-committee and delegates and to give them such powers as may be necessary from time to time,
- i) Appoint and control the paid employees of the Club, to determine their duties and fix their remuneration and conditions of employment, and to terminate the appointments of such paid employees or to dismiss them,
- j) Fill up any vacancies in the Committee other than the Flag Officer and to co-opt additional members,
- k) Authorise by resolution any two members of the Committee to sign on behalf of all the members of the Club all Powers of Attorney, contracts, agreements or other deeds or documents authorised by the Committee for signature,
- l) Vote from Club funds such amounts as they may decide as an honorarium or bonus to officials or staff, or as subscriptions to any charitable or other fund, or for out of pocket expenses incurred by Club officials on Club business,
- m) Limit the membership of the Club from time to time,
- n) Effect insurances and invest club funds,
- o) Expend Club funds for the upkeep, extension or improvement of the Club's property, equipment and furniture and for general expenditure in connection with the affairs of the Club, payment of interest on loans, and prizes for Club competitions. All capital expenditure involving more than R20 000-00 (AGM – 09/05/99) in the aggregate in any one financial year shall require the consent of two-thirds of the members present and eligible to vote at a General Meeting of the club,
- p) Fix the annual subscriptions of members and the entrance fees of new members in line with the anticipated increase in the operating expenses of the Club as may be determined by increases in the Consumer Price Index and other relevant factors,
- q) Allocate upon such conditions as the Committee may decide the cabins, caravan and camping sites, and to impose charges for the hire of these facilities or any other service or facility that the Club may have available,
- r) Deal with any condition or circumstances arising for which no specific provision is made in these clauses.

## **11. PURCHASE AND ALIENATION OF PROPERTY**

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Notwithstanding anything to the contrary contained or implied in this Constitution the Committee shall not be entitled to purchase, sell or otherwise alienate or encumber immovable property of the Club without the consent of two-thirds of the members present and eligible to vote at a General Meeting of the Club.

## **12. RULES**

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All rules and regulations made by the Committee shall be binding on the members of the Club, until rescinded by the Committee or by a resolution passed at a General Meeting of the Club.

## **13. COMMITTEE MEETINGS**

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At all meetings of the Committee five shall form a quorum and the Chairman shall have a casting vote as well as a deliberative vote. The Committee shall meet at least once in each Calendar month. Any Committee member absenting himself or herself without leave from three consecutive meetings of the Committee or of any sub-committee shall cease to be a member of such Committee or Sub-committee.

#### **14. NON LIABILITY OF COMMITTEE MEMBERS**

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No member of the Committee shall be answerable for or liable to make good any loss occasioned or sustained by any cause, howsoever arising, save and except such loss as shall arise from or be occasioned by his own personal and wilful dishonesty. No member of the Committee shall be liable for any act of dishonesty committed by another member of the Committee unless he was privy thereto. The members of the Committee shall be indemnified out of and by the Club funds against all claims and demands of whatever nature that may be made upon them arising out of the exercise or purported exercise of any of the powers conferred upon them by this Constitution.

#### **15. SUBSCRIPTIONS (previously par 21)**

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The Club's financial year shall be from the first day of March to the last day of February and a year's subscription shall cover that period. Members elected after 31<sup>st</sup> October in any season shall pay one half the yearly subscriptions. Save in the case of new members the annual subscription shall be due and payable on the 1st day of March in each year. The names of all members whose subscriptions are in arrears for two months shall be submitted to the Committee, who may give such member who is in arrears notification thereof, and any such member failing to pay his or her subscription within thirty days thereafter shall cease to be a member of the Club, provided, however, that the Committee may re-admit such member upon his or her payment of arrears subscriptions and any other fees payable by him or her had he or she not ceased to be a member. All members of the Club shall keep the Secretary informed of their addresses from time to time, and the Secretary shall keep an official register of members and their addresses.

#### **16. BORROWING POWERS**

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The Committee may, on being authorised thereto by a resolution passed by a majority of not less than two-thirds of the members present and eligible to vote at any General Meeting of the Club, borrow such sum or sums as may be required for the proper upkeep of the club, or for additions or improvements to the Club's property upon such terms, conditions and security as may by such resolution be fixed or otherwise as the Committee in its discretion thinks fit, provided always that due notice of such resolution be given as provided for in clause 7 stating the amount proposed to be borrowed and the purpose of the loan. No member shall be liable for more than his or her proportionate share of any debt incurred under this clause and no debt shall be so incurred until the lender's notice has been drawn to this clause.

#### **17. LEGAL STATUS**

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The Club shall be a body corporate with perpetual succession and shall, subject to the provisions of clause 24 hereof, be capable in law of suing and being sued in its corporate name and of acquiring, holding and alienating property and performing all such acts as are necessary or incidental to the carrying out of its objects and the performance of its functions and duties in terms of this Constitution.

#### **18. TRUSTEES**

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The Trustees of the Club shall be the Commodore and Vice Commodore. The whole property of the Club both movable and immovable at present belonging to or hereafter acquired by the Club shall be vested in the present Trustees and their successors in office in trust for the Club. In any legal proceedings the Club shall sue or be sued in the name of the Trustees.

## **19. SECRETARY | MANAGER**

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The Committee shall have the power to appoint a Secretary and determine his or her remuneration and duties. The Secretary shall:

- a) attend all meetings and take minutes of their proceedings, which shall be signed by the Chairman, after the same have been confirmed at the ensuing meeting,
- b) keep proper books and accounts and a register containing the names and addresses of all members of the Club, in which register shall also be entered the date when each member was admitted to the Club or ceased to be a member of the Club,
- c) act as Cashier and be responsible for all money received on account of the Club and shall deposit same in a bank account in the name of the Club,
- d) arrange for the registration of all property belonging to the Club and for registration and safe custody of all documents, title deeds and insurance policies relative thereto. A copy of the inventory shall be attached to the annual audited Statement of accounts,
- e) attend to all other matters of Club administration as the Committee may decide from time to time.

All cheques drawn on account of the club shall be signed by the Secretary and countersigned by one of two Committee members as appointed by the Committee. Cheques in excess of R1000 shall be countersigned by the Commodore. The Secretary, if a member, forfeits all voting rights for the term of appointment.

## **20. HONORARY TREASURER**

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The Honorary Treasurer shall keep the books of the club and operate the Club's bank account in such manner as the Committee may direct. The Honorary Treasurer shall lay before the members of the Club an audited statement of accounts at each Annual General Meeting.

## **21. AUDITORS**

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The accounts of the Club shall be audited by auditors who shall be appointed at the Annual General Meeting and whose remuneration shall be fixed by the Committee.

## **22. TROPHIES**

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Only life, ordinary and junior members of the club shall be allowed to take possession of floating trophies against signature. A record of all trophies shall be kept by the Secretary for the purpose. Members are responsible for all trophies in their possession, and shall return them in good and polished condition when called upon by the Chairman of Sailing or by any other person appointed to do so. In the event of a floating trophy being lost or damaged, the member concerned shall replace it or have it repaired at his expense, to the satisfaction of the Committee. Anyone wishing to donate a trophy to the Club may only do so with the permission of the Committee and upon such conditions as the Committee may decide.

## **23. RACING**

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All races shall be conducted in accordance with the sailing rules as may from time to time be authorised by the Committee. The Skipper of any boat participating in any race conducted under the auspices of the Club for a Club trophy shall be member of the Club.

## **24. DAMAGE TO CLUB PROPERTY**

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A member shall be liable to make good any damage done to the property of the Club, whether such damage can be done by the member personally or by any one or more of his or her guests.

## **25. OWNERS' RISK**

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Members' property is at owners' risk. The Club accepts no liability for damage to or loss of members' property in the Club buildings or on the Club grounds, or afloat. The Club accepts no liability in respect of accidents on Club property or afloat.

## **26. VISITORS**

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No person may be introduced to the Club as a guest more than six times in any one year. A member introducing a guest should enter his or her name in the visitor's book provided for the purpose. The member introducing a guest shall be responsible for the conduct of such guest. Only members of the Club shall be permitted to pay for accommodation or refreshment supplied on Club premises, except during regattas.

## **27. RECIPROCITY WITH OTHER CLUBS**

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The Committee may at their discretion and gratis or upon such terms as may be deemed adequate, grant to members of other Yacht Clubs full temporary rights of membership in all cases where similar terms of reciprocity are extended by any other such Yacht Club to members of the Hermanus Yacht Club.

## **28. INTERPRETATION**

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In case of doubt as to the meaning of any clause, rule, regulation or by-law, the interpretation of the Committee shall be binding upon members.

## **29. DISSOLUTION OF CLUB**

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The Club shall be deemed to be dissolved if the membership falls below 20 – the number required to form a quorum in terms of clause 8. The affairs of the Club shall be wound up and the assets of the Club shall devolve upon South African Sailing (Western Cape), or failing that, upon the Municipality of Hermanus. No part of the assets of the Club shall be distributed among members.

## **RULES AND BY-LAWS (ANNEXURE ONLY TO CONSTITUTION)**

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### **1. Safety Precautions**

In order to minimise the risk of serious accidents the following safety precautions must be observed when sailing:

- a) Children under the age of 18 years must wear life-jackets and must be accompanied by an experienced adult, unless exempted by the Sailing Committee.
- b) All persons who are unable to swim must wear life-jackets.
- c) All boats must be equipped with a sufficient number of life-jackets to provide for each member of the crew.
- d) Crews must always remain with their capsized yachts pending the arrival of the rescue launch, and, if requested to do so by the skipper of the rescue launch, must board the launch and leave their yachts until a more suitable time for salvage.
- e) The Duty Officer is authorised, should weather conditions make it desirable, to prohibit all sailing, or that of inexperienced yachtsmen, as he may deem necessary, or to order the wearing of life-jackets.

### **2. Securing of Boats**

All members are warned that very strong gusts of wind frequently arise at the Yacht Club. Iron loops and blocks have been provided for tying down boats and gear. Members are asked to use these and ensure that their boats are secure, to avoid damage to their own and other members' property.

### **3. Risks**

All sailing and boating of any description including rescue operations and storage are undertaken at the risk of the individual yachtsmen, and any accident involving damage to, or loss of life, or property can in no way be considered the responsibility of the Club.

### **4. Rescue Launch**

The Club rescue launch and/or engine may not be used by any person under any circumstances without the prior authority of a member of the Sailing Committee.

### **5. Approved Classes of Yachts**

The following classes of yachts are approved by the Club in order to encourage class racing:

- a) OPTIMIST, DABCHICK, LASER, SONNET, CARIOCA, HOBIE, HALCAT, MIRROR
- b) Every yacht competing for a Club Trophy must conform to S.A.S. rules of its class.

### **6. Leasing and Hiring of Club Facilities**

Charges for certain Club services and/or facilities shall be decided by the General Committee from time to time and shall be posted on the Club notice board. These comprise the following:

- a) Hire of Club House only with the approval of the General Committee, and at a fee specified for each individual occasion.
- b) Boat-shed store and parking space shall be on a yearly basis and paid in advance.
- c) The lease of caravan sites, tent sites and cabins on an annual basis, and are also subject to the provisions contained in the lease agreement.
- d) The lease of the above contained in Para (c) on short term shall be on a daily basis, from noon to noon, and payable in advance by members.
- e) The lease of caravans and camping sites only (excludes cabins) to visiting members shall bear the same provisions contained in Para (d) except that special rates shall apply during December and January.

- f) At regattas and Class weekends, special rates are applicable to competitors, their wives and children (no charge is made for children under 5 years) for caravan and camping sites. These fees comprise the period of the regatta as well as one day on either side of the regatta. Costs and details are applicable to the specific regatta fees shall be posted on the Club notice board.

**7. Camping and Care of Club Premises** (updates introduced 24/05/2001)

- a) No dogs are allowed on the Club lawns or in Club buildings but may be kept, under control, in the immediate vicinity of cabins, caravans or campsites leased by members.
- b) Refuse and litter shall be deposited in the drums provided.
- c) The Club accepts no responsibility for accident or loss of members' property from any cause whatsoever.
- d) No cars are allowed to park on the lawns in front of the Club.
- e) No unauthorised persons are allowed on the bridge, in the galley or in any rescue craft.
- f) Launching gangways are to be kept clear at all times.

**8. Sites - General (BYLAW AS AMENDED 17<sup>TH</sup> APRIL 2010)**

**Definitions**

- a) Club Cabin – fixed structure owned by Hermanus Yacht Club and leased on an annual basis to ordinary members as defined in clause 4 (c) of the Constitution in good standing. Can also be used for short term rental by the CLUB to visiting sailors and regatta officials.
- b) Private Cabin – fixed structure owned by ordinary members as defined in clause 4 (c) of the Constitution in good standing, positioned on a site leased by the member from the Club on an annual basis.
- c) Mobile Cabin – mobile structure owned by ordinary members as defined in clause 4 (c) of the Constitution in good standing, positioned on a site leased by the member from the Club on an annual basis.
- d) Caravan / Plettenberg – mobile trailer owned by ordinary members as defined in clause 4 (c) of the Constitution in good standing, positioned on a site leased by the member from the Club on an annual basis.

**8.1 General**

- a) The privilege of camping on Club grounds is strictly reserved for members and visiting members as defined in clause 4 of the constitution.
- b) No person may sleep on the Club premises unless allocated a cabin, caravan, or tent site for which the fee has been paid.
- c) No more than six (6) persons, including children may occupy a site at one time.
- d) The lessee may not cede, sublet or loan a cabin or campsite to any other person without the consent of the Committee or authorised representative.
- e) The lessee of a site may erect only one tent adjoining the cabin or caravan or one standard caravan canopy, neither to occupy more than 12 square meters.
- f) A lessee previously not having electricity and moving to a site with the facility will be liable for a once off electricity connection fee as stipulated by the Committee.
- g) When a lessee vacates a site or club cabin, the additions or improvements shall become the property of the Club, who will not be subject to any claims, costs, or compensation related to the improvements.
- h) Boats and trailers may not be stored on sites during the sailing season.

## **8.2 Sites – Allocations**

- a) All sites must be advertised on the Club Notice Board for at least 21 days before being allocated.
- b) All site leases are annually renewable at the Committee's discretion.
- c) Only ordinary members as defined in clause 4 (c) of the Constitution in good standing may apply for a site lease or lease of a Club Cabin.
- d) No member may erect or buy a private cabin within the first two years of membership at HERMANUS YACHT CLUB.
- e) The provision for a "shared lease" on a site may only apply to direct family members and approval thereof remains at the discretion of the committee. The fee for a "shared lease" is 1.5 times the applicable site rental.
- f) Sites will be allocated at the sole discretion of the Committee and the following will be considered:
  - the applicants history with HERMANUS YACHT CLUB
  - contributions and willingness to get involved at the Club (Committee Member, Bridge, Rescue, maintenance etc.)
  - participation in all aspects of sailing
  - commitment to and future potential for the Club

## **8.3 Sites – Development**

- a) No structure of any kind may be erected on Club premises without prior written approval from the Committee and the local Authority.
- b) Private Cabins or mobile cabins may be erected on a site exceeding ninety square meters (90sq.m) a site exceeding 75 square meters (75 sq. m) may be considered for a private Cabin or mobile cabin if adjacent to a communal area.
- c) Cabins or mobile cabins and/or caravans may not be less than 4 meters from each other for fire safety reasons and no less than 1 meter from any boundary fence.
- d) Private Cabins or mobile cabins must have a rustic appearance.
- e) All cabins must be removable, mobile cabins must be moveable and no concrete may be cast on site.
- f) All cabins must comply with Building Regulations SABS 082.
- g) (i) A refundable non-interest bearing deposit of R10, 000-00 is required on submission of an application to construct a mobile cabin.  
(ii) The applicant has 90 calendar days from the date construction commences to complete construction.  
(iii) Once the cabin has been inspected and certified by the Committee (or its appointed representative) as complete and complying with the provisions of the Site By Laws, the deposit will be refunded subject to the provision of sub paragraph (iv) below.  
(iv) For every 30 calendar days that construction runs over the 90 calendar day building period, R1, 000.00 of the deposit will be forfeited to the Club
- h) Cabin construction guidelines:
  - Timber Floors: may rest on cement blocks or treated poles which are not set into the ground with concrete.
  - To prevent subsidence, pole ends may rest on pre-cast cement blocks or paving slabs underground.
  - Timber Walls: lapped or log style, painted with Mahogany or Teakwood sealer.
  - Roof Finish: fibre cement, bitumen or zincalume, sheets or tiles, painted dark green, charcoal, or natural.
  - Windows & Doors: meranti or pine, painted white, green, or wood sealer. (Bronzed aluminium sliding doors may be acceptable)
  - Veranda: timber deck and covered roof. The sides may not be enclosed
- i) Mobile cabin construction guideline:
  - mobile cabin must conform to maximum 7m x 3m size or smaller
  - mobile cabin chassis must be of standard Hermanus Yacht Club specification or

- a certified equivalent designed by a structural engineer, and must have 4 jacking up points to enable the mobile cabin to be raised to mount removable dolly wheels for mobility
  - the steel chassis must be supported on pre cast cement blocks or lintels and a system of anchoring the mobile cabin to the ground must be in place
  - wall finish to be timber lapped or log style or 'Nutec' ship lap, painted with mahogany or teak sealer
  - roof finish to be small box rib profile steel with green or charcoal paint finish
  - windows and doors: Meranti or pine varnished or bronze aluminium
  - verandas must be removable (bolt on) and may have timber deck and covered roof (The sides may not be enclosed)
- j) Maximum areas/dimensions of private Cabins or mobile cabins:
- footprint of cabins 21.6 sq. m (e.g. 6.0x3.6 m)
  - footprint of mobile cabins 7x3 m
  - height 2.9 meters (from the finished floor to the roof apex)
  - veranda 9.0 sq m (e.g. 6.0 x 1.5 m)
  - floor height 300mm (From the finished floor to the mean natural ground level or established site level, whichever is the more restrictive)
  - cabins and mobile cabins may have a sink, basin, shower and a chemical toilet
- k) Pergolas may be erected, but may not exceed the width or height of the Caravan or Cabin / mobile cabin or extend more than 1.8 meters. The sides may not be enclosed
- l) One storage box per site may be permitted. Maximum size (h) 1.0m, (w) 1.0m, 2.6m
- m) Electricity supply to all sites will be restricted to 5 amps

#### **8.4 Termination of Lease**

- a) The Committee may terminate the lease / or order the removal of any caravan or structure not maintained to a reasonable standard.
- b) Any lessee not complying with the site By Laws, or erecting an unauthorised structure will automatically lose his site, and will be required to remove from the structure at his own expense within 21 days of Notice.
- c) If Lessee does not occupy his site on at least six (6) occasions during the season, an ordinary member as defined clause 4(c) may apply for the site. At the Committee's discretion, the lease may be terminated and the site re-advertised in accordance with clause 8.2 of the Site By Laws. The onus to prove sufficient occupancy lies with the Lessee, extenuating circumstances may be considered by the Committee.
- d) Club cabins to be vacated within 21 days of notice.
- e) Caravans to be removed from site/club property within 30 days notice.
- f) Private members cabins/mobile cabin and Plettenbergs may be sold to a member approved by the Committee, in accordance with clause 8.2 of the Site By Laws. A five percent (5%) commission on the selling price is payable by the seller to Hermanus Yacht Club within 7 days of the sale. If the owner does not wish to sell the structure in accordance with the terms indicated above, the structure must be removed within 30 days of notice.
- g) The Committee reserves the right to terminate a club cabin or site lease if the facility or yacht club is abused in any way.
- h) The Lessee agrees that Hermanus Yacht Club will not be held liable for damages or any costs incurred when vacating a site or exercising forced removal.

#### **9. Store Sheds**

- a) Members wishing to repair or to store boats in the Club sheds must first obtain permission from the Sailing Committee.
- b) No sails are to be hung up in the main shed.

## **10. Club Badges**

The following are obtainable from the Secretary:

Club Burgees, Ties, Cravats. Blazer Badges may be ordered through the Secretary.

## **11. Visiting Members and Members' Guests**

See Constitution – clause 4.

## **12. Moorings**

By-Law No: 01/99

The Control of Keelboat Moorings | General Adopted 24/04/99

- The Control and Administration of up to 30 moorings has been given by the Municipality of Hermanus to the Hermanus Yacht Club
- The Allocation of Moorings is at the discretion on the General Committee who will first consider the recommendation of the Sailing Committee, and may only be leased to HYC Club members in good standing.
- The initial allocation of Moorings will in all cases subject to a One off cost which may be determined by the General Committee from time to time.
- Moorings remain the property of the Hermanus Yacht Club.
- Should a boat with a mooring be sold the re-allocation to the new owner will be subject to the approval of the General Committee and the new owner will be liable for a new one off cost.
- An Annual Mooring Fee as determined by the General Committee and will be levied and this fee will include the Annual Mooring Inspection fee and parking for one tender.

### *Clubs Responsibility:*

- To provide a concrete block, a shackle and ground chain attached to the block.
- To provide the necessary maintenance for the ground tackle.
- To commission the services of a qualified diver on an Annual basis and to submit a report to the Owner of the Mooring and the Sailing Committee.
- To provide a ferry service over the weekends during normal sailing hours subject to arrangements being made with the Duty Officer.
- Access to the hard is restricted and the boom will only be open at the weekends unless suitable prior arrangements have been made with the Club Manager.

### *Owners Responsibility:*

- To satisfy himself that the block and chain are adequate for the purpose for which he intends to use them.
- To provide adequate top chain/rope and swivel for attaching his craft to the riser chain.
- To adequately insure and indemnify the HYC against any cost which may arise out of his use of the mooring provided.

## **13. Rescue Boats**

By-Law No; 02/99

Control of Rescue Boats Adopted: 24/04/99

- From time to time the Sailing Committee will publish a list of an Authorised Rescue Boat Drivers by notice in the Newsletter and/or on the Notice Board.
- The Sailing Committee shall be the sole adjudicator and authority over the members included on this list.
- Only a member appearing on this list may be permitted to be in charge or drive any of the Clubs Rescue craft at any time.
- Additional names may only be added to the list by the Sailing Committee after satisfying themselves as to the competency of the member concerned.
- Members may approach the Sailing Committee to have their name included on the list

of authorised drivers at any time.

- Authorised names may only be included on the Official List of Authorised drivers when the Sailing Committee is satisfied that the driver is competent and meets the standards set by the Sailing Committee.
- The Sailing Committee may request a practical test at any time to provide them with the necessary basis for deciding the particular member competency. Should any member breach the provisions of this By-Law the Sailing Committee shall have the right to carry out any investigation considered necessary and to make a recommendation to the General Committee for an appropriate sanction to be taken against the member concerned.