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**RULES AND BY-LAWS as at 20 February 2021 (ANNEXURE ONLY TO CONSTITUTION)**

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## **1. Safety Precautions**

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

- a) It is the responsibility of the parents or guardians to ensure that children wear life jackets when on or near the water.
- b) All persons are advised to wear a life jacket when on the water.
- 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 safety launch.
- e) The Duty Officer is authorised, should weather conditions make it desirable, to prohibit all organised sailing as he or she may deem necessary.

## **2. Securing of Boats**

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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 member's property.

Members may be held personally liable for damage to club or other member's property should damage occur as a result of boats or gear coming loose.

## **3. Risks**

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All sailing and boating of any description including safety operations and storage are done so solely at the risk of the member or member's guest.

## **4. Classes of Yachts**

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Every yacht competing for a Club Trophy must conform to S.A.S. rules of its class.

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

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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 basis shall be from noon to noon, and payable in advance by members.

## **6. Care of Club Premises**

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- a) Refuse and litter shall be deposited in the drums provided.
- b) No cars are allowed to park on the lawns in front of the Club.
- c) No unauthorised persons are allowed on the bridge, in the galley or on any safety craft.
- d) Launching slipways are to be kept clear at all times.
- e) Only indigenous and preferably endemic plant species may be planted
- f) No indigenous plant may be removed or severely trimmed without prior written permission from the Manager. It is incumbent on the site holder to keep invasive alien vegetation on his site under control.
- g) No fires are allowed on Sites. Only Gas braais are permitted although not encouraged.

## **7. Camping and overnight visitors**

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- a) Members and visitors are required to pay overnight camping fees if camping on a designated camping site or on a member's site
- b) Visitors and members staying overnight in a member's cabin are liable for the overnight camping fees.
- c) The exception to the above is immediate family members (i.e. parents or children) who overnight in a cabin belonging to another family member or on a site belonging to another family member.
- d) Camping fees will be decided on annually and published on the notice board and web site. The committee may override the camping fees for special events on a case by case basis.
- e) Members are encouraged to make use of the club cabins for visitors in preference to other member's cabins.

## 8. Sites General

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- a) **Historical Club Cabin** - fixed structure owned by Hermanus Yacht Club and leased on an annual basis to ordinary members as defined in Clause 4 of the Constitution in good standing. Can also be used for short - term rental by the CLUB to visiting sailors and regatta Officials.
- b) **Historical Private Cabin** – fixed structure owned by ordinary members as defined in Clause 4 of the Constitution in good standing, positioned on a site leased by the member from the Club on an annual basis.
- c) **Mobile Home** (including Plettenbergs) – a mobile structure/trailer, as defined in the local Municipality and Club regulations, owned by ordinary members as defined in Clause 4 of the Constitution in good standing, positioned on a site leased by the member from the Club on an annual basis.
- d) **Caravan**- owned by ordinary members as defined in Clause 4 of the Constitution in good standing, positioned on a site leased by the member from the Club on an annual basis.
- e) **Pergola**- A pergola is an outdoor structure of vertical posts that may support wooden beams. No closed covering will be allowed – i.e. roof sheeting, canvas etc.
- f) No new or additional Plettenbergs will be allowed.

### 8.1 General

- a) The privilege of staying over-night on Club grounds is strictly reserved for members, their guests and registered visitors during organised events. Member's must stay overnight on the same nights as their guests. The Club Manager must be notified of all overnight visits by member's without designated sites or member's guests.
- b) No person may stay overnight on the Club premises unless allocated a cabin, caravan, or tent site for which the fee has been paid.
- c) No more than 300 persons, including children may occupy the grounds at one time unless properly registered temporary toilets are installed.
- d) The lessee may not cede, sublet or loan a cabin (whether Club, Private or Mobile), caravan or campsite to any other person without the consent of the Committee.
- e) The lessee of a site may erect only one tent adjoining a cabin or caravan or one standard caravan awning, neither of which 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) Trailers may not be stored on sites, unless by arrangement with committee.
- i) It is incumbent on all members to perform their duty in terms of Galley Safety or Bridge when called upon to do so.
- j) A site may be challenged and re awarded if the present site holder,
  - does not sail,
  - is not involved in the club's administration,
  - does not have a positive history of the above,
- k) No person may remain staying on a site for more than 42 days consecutively, after which there should be at least 15 days leave of absence before returning. Staying at the Yacht Club is for sailing or aquatic pleasure purposes only and the club cannot be used as a permanent residence. A cumulative maximum of 120 overnight stays is allowed per annum. Abuse of this clause may result in membership termination.

## **8.2 Sites – Allocations**

- a) All available sites must be advertised on the Club Notice Board and in a general newsletter for at least 21 days before being allocated. The date placed on the board must be shown against each site. All site leases are annually renewable at the Committee's discretion.
- b) Ordinary members as defined in Clause 4 of the Constitution in good standing may apply for a site lease or lease of a Club Cabin.
- c) Sites will only be allocated and renewed annually to members with a permanent primary residence. The club may NOT be used by site holders as a residence or domicile citandi.
- d) 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. The original lessor remains the primary siteholder.
- e) Sites will be allocated at the sole discretion of the Committee and the following will be considered:
  - the applicant's history with **Hermanus Yacht Club**
  - Contributions and willingness to get involved at the Club (Committee Member, Bridge, Safety, Galley, maintenance etc.)
  - Participation in all aspects of sailing
  - Commitment to and future potential for the Club

In determining the allocation of the site the committee members will each complete the member evaluation matrix and the aggregate scores will be used in determining the allocation of the site.

When applying for a site a member should submit a motivation to the committee covering the items listed above.

Site applications must only be awarded to members who:

1. Are active in the Club and or,
  2. Own and sail a sailing boat/canoe and or,
  3. Have made an effort to embrace the ethos of the Club and or
  4. Have a recognized sailing history.
- f) In the event of a member wishing to sell his cabin, the monetary considerations between the cabin owner and possible buyer are irrelevant to the Committee in awarding the site other than commissions owed the club which shall be 5% of the total value of the sale. (and we call this the G Shaw clause)
- g) Before a cabin changes ownership, the Committee must inspect the cabin and site for compliance with the By-laws and the cabin and site must comply with all By-laws before the site may be re awarded.
- h) A cabin or caravan may only be bequeathed to a direct family member in good standing upon completion of a site application.

### **8.3 Sites – Development**

- a) No structure of any kind may be erected on Club premises without prior written approval from the Committee.
- b) Mobile Homes may be erected on a site exceeding ninety square meters (90 sq.m) a site exceeding 75 square meters (75 sq.m) may be considered for a mobile home if adjacent to a communal area.
- c) Procedure for Mobile Home construction:
1. Member to apply to committee for site to be approved for use as a Mobile Home site
  2. Member to peg and have site surveyed by a professional land surveyor – costs for the member’s account
  3. Member to seek approval from all neighbours. Neighbours to be given copies of proposed plans and site layouts. Neighbours to sign the plans as evidence of their consent to the plans.

4. Member to submit plans to committee for approval: Master plan showing mobile home inclusive of deck / veranda as to be positioned on the site and relative neighbouring structures inclusive of mobile homes and caravans, Cabin plan with elevations cut ground and natural, Details of cabin chassis show compliance to a recognised engineering standard for a mobile home. To accompany the plans: evidence of consultation with neighbours consent and expected construction dates.
  5. On approval and prior to commencement of construction or delivery of material to site the member is to pay a refundable deposit of R10 000 to the club.
  6. Member to notify club manager when floor level construction is achieved to arrange an inspection and sign off by the committee representative before further work is undertaken. The member is encouraged to engage with the committee through the club manager should there be any uncertainties during the construction phase.
  7. Member to notify club manager when construction is completed to arrange a sign off inspection.
  8. Committee will inspect the completed mobile home and confirm compliance with HYC by-laws.
  9. On approval the member will be refunded the balance of the deposit net of any penalties should they be applicable.
- d) Mobile Homes and / or caravans and their decks may not be less than 4 meters from each other for fire safety reasons and no less than 2 meters from any boundary fence or road.
  - e) Mobile homes and caravans and their decks in the case of adjoining sites must be a minimum of 2 meters from the adjoining boundary to ensure the 4 meter separation rule.
  - f) Mobile homes must have a rustic appearance.
  - g) All mobile homes must be moveable.
  - h) All mobile homes must comply with Municipality and Club regulations
  - i) A refundable non-interest bearing deposit of R10 000 is required on submission of an application to construct a mobile home. The applicant has 90 working days (18 weeks) from the date of construction commences to complete construction. Completion is defined as built and finished according to the approved plan. For every 30 working days (or part thereof) that construction runs over the 90 day building period, R1000.00 of the deposit will be forfeited to the Club. The member is responsible for notifying the manager when the cabin is completed and ready for inspection. The member is responsible for ensuring that the finished cabin complies with the HYC By-Laws.

- j) 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 remaining deposit will be refunded.
- k) Mobile Home Construction guidelines:-
- The Mobile Home must conform to a maximum 7m x 3 m footprint size or smaller and must be placed on a paved area.
  - The mobile home chassis must be of standard Hermanus Yacht Club specification or a certified equivalent designed by a Structural Engineer, and must have 4 jacking points to enable the mobile home to be raised. The steel chassis must have points so as to allow for it to be anchored to the ground.
  - The wall finish is to be either timber or "nutec" ship lap, painted with mahogany or teak sealer.
  - The roof finish is to be small box rib profile steel with a green or charcoal grey paint finish.
  - The windows and doors can be either varnished meranti or pine, or bronze aluminium.
  - The veranda must be a removable timber construction and may have a roof (the sides may not be permanently enclosed)
- l) Maximum areas/dimensions of mobile homes:
- footprint of mobile cabins 7x3m
  - height may not exceed 2.9 meters (from the finished floor to the roof apex)
  - the roof footprint (area) may not exceed the footprint of the mobile home with the eaves not exceeding 200mm while the roof must be dual pitch with a symmetrical profile from the side elevation. The highest point must therefore run the length of the home dead centre with gables on either end.
  - Covered veranda/afdak of not more than 21.0 sqm (e.g 7.0mx3.0m)
  - Floor height may not exceed 300mm (from the finished floor to the mean natural ground level or established footprint level, whichever is the more restrictive)
  - mobile homes may have a sink, basin, shower and a chemical toilet.
- m) Pergolas may be erected, but may not exceed the width or height of the caravan or cabin/mobile home or extend more than 3.0meters. The sides and roof may not be permanently enclosed. ~~The area covered may not exceed 21 sqm.~~
- n) A deck may be constructed not exceeding 35 sqm in extent including the veranda/afdak.
- o) One storage box per site may be permitted, max size (h) 1.5m, (w) 1.2m, (l) 2.6m
- p) Electricity supply to all sites will be restricted to 5 amps.
- q) Outside showers must be screened with material different to the external cabins walls and may not have a roof unless the roof forms part of the 21 sqm afdak area (i.e. sacrificed from the afdak area). A caravan may not have an outside shower.



- r) Unless for emergency work, private contractors are only allowed at the Club from Mondays to 14h00 on Fridays. No private contractors are allowed at the club on holidays (public and official school holidays). For emergency work to be carried out outside of the above prior approval from the manager is required. Private Contractors and their staff are not allowed to overnight at the club
- s) Where decks allow a space underneath them, they may not be enclosed by anything other than plants.
- t) Members are not permitted to erect fencing of any kind on the sites or on common club ground
- u) Members are not permitted to erect satellite dishes, television antennae on the sites or on common club ground
- v) The principle of these by-laws is that no material changes to cabins are allowed unless specifically permitted by the HYC General Committee
- w) The Committee approval of building plans for cabins is valid for one year.
- x) No concrete may be used in the construction of cabins, decks or paving without the specific permission of the Committee.
- y) Cabins shall be anchored to the Committee's satisfaction.

#### **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 the structure at his own expense within 30 calendar days of notice. The lessee will be advised of the contravention to the By-Law, in writing, with 30 calendar days from the date of notice to correct the contravention. Not correcting the contravention may result in termination of membership.
- c) If lessee does not occupy his site on at least six (6) occasions during the season, an ordinary member as defined in clause 4 of the constitution 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) Historical Club cabins to be vacated within 30 calendar days of notice if the provisions of 8.4 c) above apply.
- e) Caravans and Mobile Homes shall be removed from site/club property within 30 calendar days of notice if the provisions of 8.4 c) above apply. Upon termination of a site lease,

the owner of a caravan has 30 days to remove the caravan. Non compliance will result in the structure being deemed abandoned and will be removed at the committee's discretion.

- f) Historical Private cabins/mobile homes and Plettenbergs may be sold by a member to another member approved by the Committee, in accordance with clause 8.2 of the bylaws. 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 calendar days of notice to do so.
- 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 when vacating a site or exercising forced removal.

## **9. Store Sheds**

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- 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. Moorings**

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- a) The control and administration of up to 30 moorings has been given by the Municipality of Hermanus to the Hermanus Yacht Club.
- b) The allocation of moorings is at the discretion of the General Committee and may only be leased to HYC Club members in good standing.
- c) Moorings remain the property of the Hermanus Yacht Club.
- d) 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.
- e) An annual mooring fee will be determined by the General Committee and will include parking for one tender and the annual boat parking fee for the keelboat. A tender is defined as a boat of no more than 3m with rowlocks and a maximum 5hp removable outboard motor.
- f) All keelboats are subject to the annual mooring fee regardless of whether or not a mooring is allocated or utilised.
- g) Clubs Responsibility:

- To provide a concrete block, a shackle and ground chain attached to the block.
  - To provide the necessary replacement ground tackle.
  - To provide a ferry service over the weekends during normal sailing hours subject to arrangements being made with the Duty Officer.
- h) Owners Responsibility:
- To maintain the full mooring tackle inclusive of the block and ground chain.
  - To satisfy himself on a regular basis that the block and chain are adequate for the purpose for which he intends to use them and are in good order.
  - To provide adequate riser chain/rope and swivel for attaching his craft to the ground chain.
  - To adequately insure his property and indemnify the HYC against any cost which may arise out of his use of the mooring provided.

## **11. Safety Boats**

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- a) From time to time the Sailing Committee will publish a list of an Authorised Safety Boat Drivers by notice in the Newsletter and/or on the Notice Board.
- b) The Sailing Committee shall be the sole adjudicator and authority over the members included on this list.
- c) Only a member appearing on this list may be permitted to be in charge or drive any of the Clubs Safety craft at any time.
- d) Members may approach the Sailing Committee to have their name included on the list of authorised drivers at any time.
- e) 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 SAMSA.
- f) 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.
- g) Guidelines for the use of the safety boats will be determined by the General Committee and placed on the club notice board. Any member utilising a club safety boat will be expected to adhere to these guidelines.
- h) The safety boats are subject to an annual survey as required by SAMSA and it is the manager's responsibility to ensure this is carried out ahead of the start of the sailing season.

## **12. Boat Parking & Facilities**

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- a) Keelboats will be levied an annual mooring/parking/facility fee on the 1 September each year. This will permit the owner to be allocated a mooring block, to store his trailer/dolly on the upper terraces and to periodically use the car park area and gantry for maintenance purposes. The objective is to get all keelboats securely stored on the upper terraces when not on their moorings. When on moorings the trailers/ dolly's must be parked on the allocated space on the terrace and not in the car park. If there is space in the winter they can park in the bottom car park as long as they are ONLY parked along the western fence line and NOT on the centre aisle. Furthermore they may only be parked there AFTER the AGM and must be removed BEFORE the Opening cruise. Keelboats undergoing maintenance in season may park in the car park provided the manager is kept informed. Each keelboat can have a tender registered (for ID purposes) and stored at the club in the designated area free of charge.
- b) Keelboats which cannot be practically stored on a mooring may be stored in the car park during the sailing season provided they are regularly sailed.
- c) Hobie Cats and other multihulls will be levied an annual parking facility fee. This will permit the owners to occupy a berth on Hobie beach subject to availability (first come first served basis) if a member does not use this space it may be allocated to a more active sailor. In season, active boats not on Hobie Beach may park along the Western fence in the lower car park to allow easy sailing access. Hobies that are not regularly utilised must park on the upper terraces.
- d) Dinghies will be levied an annual parking facility fee. This will permit the owners to occupy a berth on the concrete hard subject to availability (first come first served basis). If a member does not use this space it may be allocated to a more active sailor. In season, boats not on hard may park along the Western fence near the braai area to allow easy sailing access. Dinghies that are not regularly utilised must park on the upper terraces if there is no space on the hard.
- e) Wind surfers, paddle skis and canoes that are stored inside cabins/caravans are not billed for parking however any such item stored under or around sites are to pay the relevant parking fees and display the appropriate stickers.
- f) Boats are stored and maintained at the owners or members risk.

### **12.1 Power Boats:**

- a) Power boats are defined as any power boat with a motor of equal or more than 16hp
- b) There will be an annual levy for registering and launching power boats at the club. This does not include long term parking. The craft needs to be taken away after use at the club at the end of each stay of the member. If it is left for extended periods then the member will be billed for long term parking unless an arrangement has been made with Club Manager. The annual levy will be determined by the General Committee and amended from time to time by the general committee. See registration process below.

- c) An annual fee for long term power boat parking will determined from time to time by the general committee. This includes where a boat is stored on a members site. This long term parking fee is inclusive of the annual launching fee referred to in b) above.
- d) Periodically parking bays in the car park may be allocated to power boat owners who make their craft available during regattas and training sessions. This would only apply during the season. It has to be noted that the car park will be used as an overflow sailing boat parking area in summer as a priority over power boats.
- e) Use of Hobie Beach during high water periods for power boat parking is limited to non-daylight hours only and craft must be removed early in the morning to allow Hobie sailors unrestricted use of the beach for sailing. (this applies particularly on weekends when the Hobies are racing).
- f) All skippers /operators of power boats must have a valid SAS or SAMSA skippers ticket. Non-qualified persons are not allowed to operate any power boat outside of these regulations.
- g) Power boat parking and launching at the club will be limited to 30 boats on a first come first served basis. The registration fee and parking fee (if applicable) must be paid on registration. Power boats registrations will be limited to one registration per membership.
- h) Any skipper found to be under the influence of alcohol or operating recklessly whilst in control of a power boat will have his right of use at the club removed for the duration of the season.
- i) All power boat trailers must be suitably marked with owners name, boat name and contactable phone number in line with SAMSA regulations.
- j) Power Boat Registration Process: Each year from 1 September power boat owners must register their craft with the club manager. The boats will be recorded on the register (restricted to 30 power boats) only once copies of a valid COF (seaworthiness) and skipper's ticket have been given to the manager. Refer SAMSA guidelines.
- k) Except in the case of preservation of life, all power boats to be operated as per SAS or SAMSA regulations.

## **12.2 Craft / Item & Trailer ID Registration:**

All craft, trailers and sailing equipment that is stored at the club apart from inside a member's cabin/ caravan must have an ID disc on it and, if a parking fee is applicable, the relevant season disc indicating the fee has been paid. This allows management to identify any damaged craft or items and contact owners and also to ensure that fees are paid. Any craft without ID discs may be put aside for auction and any identifiable craft that have not paid the current season fees may also be set aside for auction. The onus is on owners to notify the club what craft they have and pay the fees.

### **13. Dogs & Pets**

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The purpose of this by-law is to manage the dogs and / or pets at Hermanus Yacht Club so that the usage of this facility by any member is not unduly or negatively impacted due to dog and / or pet behaviour which will include but is not limited to barking, excrement , aggression, etc. The intention of the by-law is for all members to respect one another in the usage of this facility and in the event of potential conflict that the matter be resolved in an amicable and friendly manner.

Pets or dogs will be allowed at the Hermanus Yacht Club subject to the following conditions:

- a) No pet or dog will be allowed on the front lawn except where a member is taking his or her dog sailing or boating in which event the dog must be on a leash under the control of the owner for the purpose of accessing a boat.
- b) All dogs on the Yacht club's premises will at all times be under the owner's control and on a leash, subject to c) and d) below. No pet or dog will be allowed inside the Wardroom or at the braai area whether on a leash or not.
- e) Dogs will be allowed to run freely on the boat parking terrace area only.
- d) Dogs may remain unleashed on a member's site, as long as the dog does not impact negatively on other members.

In the event of a transgression of the aforesaid by-law contained in paragraph 13 members are encouraged to:

- Preferably address the matter directly with the member concerned;
- Report the matter to the Club Manager.

All dog owners accept responsibility to at all times pick up any excrement irrespective of whether this was caused by their own dogs or not.

Non-members or visitors to the club are not permitted to bring their pets to the club.