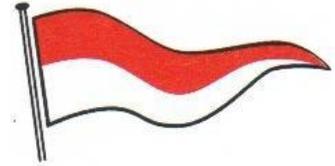




BLAIRGOWRIE

YACHT SQUADRON INC.

Reg. No. A0023156G ABN 64 825 467 219



BLAIRGOWRIE SAFE BOAT HARBOUR

MARINA RULES

Effective Date: 1st April 2018

1. GENERAL

- 1.1. Entry into, and occupancy of, the Safe Boat Harbour, is in accordance with the provisions of the Berth Licence Agreement signed by each occupant, and these Marina Rules.
- 1.2. Nothing in these Rules shall be construed to alter, in any way, the provisions of each Berth Licence Agreement.
- 1.3. All persons and vessels visiting the Safe Boat Harbour do so at their own risk.
- 1.4. The Safe Boat Harbour is managed by Blairgowrie Yacht Squadron. 'Harbour Manager' or 'Manager' or 'Marina Manager' when referred to in these Rules means 'Blairgowrie Yacht Squadron Inc.' or a person or persons appointed by BYS to act on its behalf.

2. OCCUPANCY

- 2.1. Berth Licence Holders are entitled to occupy a berth in accordance with the terms of their Berth Licence Agreement and subject to these Rules. Visitors may occupy berths, which are subject to a Berth Licence Agreement only with the express permission of the Marina Manager, upon payment of the appropriate fee and only in accord with these Rules.
- 2.2. Vessels wishing to avail themselves of the safe haven, temporary mooring areas and disabled berth described in sections 10.1.3, 10.1.4 and 10.1.5 can do so with no fee but must still contact the Marina Manager who will advise of the maximum permissible stay based on the weather conditions and demand from other vessels.
- 2.3. All annual service charges are to be paid strictly in advance and within 30 days of the receipt of a quarterly account from the Licensor. Vessels for which payments are in arrears are liable to be removed without notice, but are prohibited from removal by the owner or their agent without payment of outstanding debts. Access to marina may be suspended while arrears remain unpaid.
- 2.4. Only vessels in a seaworthy condition and under their own power will be admitted to the marina. Visiting vessels with significant marine growth may not be admitted. The determination of what constitutes significant marine growth rests solely with the Marina Manager.

- 2.5. All craft must be registered, identified, marked, equipped, insured and maintained as required by law and safe practice to the satisfaction of the Marina Manager, or duly authorised representative. Certificate of currency of insurance must be provided annually or at the request of the Marina Manager.
- 2.6. When a vessel enters the Safe Boat Harbour, it immediately comes under the jurisdiction of the Marina Manager. The Marina Manager or representative may cancel the Berth Licence Agreement and order any vessel to vacate the space the vessel is occupying for violation of any of these Rules.
- 2.7. Berths may not be sub-let or loaned without the permission of the Marina Manager and only one vessel may occupy a designated berth unless otherwise agreed in writing by the Marina Manager.
- 2.8. Dual occupancy is permitted in the marina following application to the Marina Manager and will only be granted where the second vessel is under the ownership, use or control of the berth licensee, and will be accommodated wholly within the berth, and does not interfere with any adjacent berth, and is deemed safe by the Marina Manager, and the berth licensee signs an undertaking dealing with these matters.
- 2.9. In compliance with the Planning Permit, vessels that are normally moored in a licensed berth must not be used for the purpose of accommodation. Specifically boats may not be rented for the purpose of providing overnight accommodation.
- 2.10. Any period of accommodation on a visiting vessel is restricted to 7 days or less, or as determined by the Marina Manager. Any person from a visiting vessel intending to reside on that vessel for longer than 7 days must apply to the Marina Manager for prior approval.
- 2.11. Maintaining a clean boat is the responsibility of the berth holder. The Marina Manager, may with reasonable grounds of suspicion of marine pests on a vessel require it to be cleaned. Information on marine pests is available on the Parks Victoria website.
- 2.12. A Personal Water Craft (PWC) (eg Jetski) will only be accommodated in the harbour following prior application to the Marina Manager and will only be granted to berth licensees on the basis that the owner and drivers of the PWC sign an agreement with BYS where they undertake (for themselves and their associates) to act responsibly in the use and operation of their PWC in and around the marina and acknowledge that any complaints relating to a PWC for which they are responsible could result in the PWC being denied entry to or storage in the marina .

3. INSURANCE

- 3.1. All vessels are to be insured, at the owner's cost, for the replacement value of the vessel. Such insurance is to include public liability and removal of wreck provisions of not less than ten million dollars (\$10,000,000). Evidence of insurance shall be produced when requested by the Marina Manager.

4. VESSEL LENGTH

- 4.1. For the purpose of berthing, the maximum length of the vessel cannot exceed the length of the

berth, i.e. 10 metre berth / 10 metre boat, unless otherwise agreed by the Marina Manager. The length of a vessel will be taken from the manufacturer's stated LOA. This includes all bow sprits and boarding platforms.

4.2. No part of the boat including anchors and bowsprits shall protrude over the walkway.

5. MARKETING AND BROKERAGE

5.1. Without the approval of the Marina Manager, no vessel is to be offered for sale within the marina and no broker is to enter upon the marina. Applications to offer a vessel for sale are to be made in writing, in the first instance, to the Marina Manager. For sale signs, when approved, are not to exceed 50cm by 40cm. Advertising in any form is prohibited.

5.2. For the orderly rental of berths in the Marina and to ensure that only boats meeting the criteria laid down by the General Committee of BYS, all rentals must be processed through marina management. An administration fee of 10% on the value of such rental or a minimum fee of \$75 (whichever is the greater) will be payable by the licence holder for that service.

5.3. For the sale of a berth licence, an application must be lodged with marina management for approval of the transfer of the licence to the purchaser and processing prior to the occupation of the berth by the purchaser. Applications for transfers of berth licences must include contact details of the purchaser as well as their boat details accompanied by the current administration fee as amended from time to time. All outstanding arrears must be settled before the transfer will be approved.

5.4. No approvals will be given for the sale or rental of berth licences unless such sale or rental has been concluded by the process as outlined in these Rules.

5.5. No vessel is to operate commercially from within the leased area without the prior approval of the Marina Manager.

6. REPAIRS AND MAINTENANCE

6.1. Major repairs and/or refits are prohibited within the marina. Minor repairs, internal painting, mechanical adjustment and electrical work are permitted.

6.2. Contractors, tradesmen and owners, holding current valid insurance which includes public liability and removal of wreck provisions of not less than ten million dollars (\$10,000,000), are permitted to work on vessels in the marina, only upon completing the approved BYS Contractor Induction Program and provided such work does not contravene other regulations. All approved contractors must sign on, prior to commencing work each day at the Marina Office. If owners are in doubt regarding the legitimacy of proposed work, application is to be made to the Marina Manager and work is not to proceed until approved by the Marina Manager. Regulations regarding blocking of walkways and the disposal of refuse are covered elsewhere. The requirements of the marina Operational Environmental Management Plan must be complied with at all times.

6.3. For any information regarding the rules around working on boats please refer to the BYS

Marina and Yard Contractor Rules.

- 6.4. No hazardous materials are to be stored on the marina. Only biodegradable cleaning materials may be used. The use of TBT based antifouling paints is not permitted.

7. FUELLING

- 7.1. Fuelling from containers is permitted but must meet all the requirements of the Operational Environmental Management Plan. Any spillages must be reported to the Marina Manager immediately.

8. CLEANLINESS, TIDINESS AND BEHAVIOUR

- 8.1. It shall be the responsibility of owners to keep their vessels in such condition that they do not become unsightly or dilapidated or reflect unfavourably on the appearance standards of the marina facility. Decks of all vessels and all walkways and fingers shall be kept free and clear of debris, bottles, papers, trash or other unsightly material at all times. No part of the marina walkways shall be used for storage of bins, dinghies, motorbikes or other motorised vehicles etc. Portable access stairs are to be structurally sound, of an approved type and properly maintained. They must not obstruct walkways and must be approved for use by the Marina Manager.
- 8.2. Bicycles may be stored on fingers (but not walkways) subject to them not impeding access to the adjoining berth. Care must be taken when using a bicycle during high pedestrian traffic periods. Inappropriate use or storage of bicycles may result in the Marina Manager revoking consent for the use or storage of bicycles.
- 8.3. Laundry of any type or any item of personal nature (excluding beach towels and wet sailing gear) shall not be hung out to dry or air in public view aboard any vessel or on any pier or walkway.
- 8.4. The use of inflatable boat cradles, such as sea pens, custom floats etc. is permitted. However these must be kept in a serviceable manner and cleaned so that no growth is left exposed once inflated.
- 8.5. Noise shall be kept to a minimum at all times. Owners should use discretion operating radios or musical apparatus so as not to cause undue disturbance to others. Halyards shall be tied back to prevent 'slapping'.
- 8.6. Refuse, including organic material, garbage and plastic bags shall not be thrown overboard, but must be placed in the receptacles provided. Oil, spirits, inflammables, oily bilge refuse, toilet and shower effluent shall not be discharged into any part of the harbour. The provisions of the Operational Environmental Management Plan must be observed at all times. Oil or fuel pollution is to be reported immediately and every effort made to minimise spread and damage to other vessels. In the event of environmental damage such as fuel spillage, the Marina Manager will manage the clean-up, and all associated costs incurred by BYS relating to the clean-up will be the responsibility of the berth occupier and be remitted to BYS within 30 days of invoice.

- 8.7. Toilets, showers, sinks and basins on vessels may only be used in the marina if they are fitted with a holding tank. Holding tanks may only be emptied at the sewerage pump out facility by arrangement with the Marina Manager.
- 8.8. Pumping of contaminated bilges is prohibited. Contaminated bilge water must be pumped into containers and legally disposed of by the owner or contractor.
- 8.9. Swimming, scuba diving and fishing within the harbour is prohibited (see Local Ports Reg. 2004). This facility supports ecologically sustainable development in order to create nursing habitats that improve and increase fish life and marine habitat in our waterway.
- 8.10. Disorderly or raucous conduct by an occupant, or his/her guests, can be cause for the immediate termination of the occupant's Berth Licence Agreement.
- 8.11. Children shall be supervised by an adult at all times.
- 8.12. Trolleys and/or barrows, provided for the short term use, are stored in 'Scotts Shed' and are to be returned to that location immediately after use.
- 8.13. All marina accessories must be approved by the Marina Manager. This includes but is not limited to air berths, marina fenders, platforms and tide slides. Affixing fenders to the fingers may only be in a way approved by the Marina Manager.

9. DINGHIES, TENDERS & OTHER CRAFT

- 9.1. Dinghies, tenders and other craft (including but not limited to kayaks, canoes, sailboards and surfboards) shall not be left in the water in the harbour and are to be stored either on board the vessel or in the designated areas.
- 9.2. All dinghies or tenders shall have the boat name and harbour berth number displayed on the inside of the transom of the dinghy so it is clearly visible for inspection.

10. FACILITIES

- 10.1. Public access is to be maintained in accordance with the Planning Permit:
 - 10.1.1. along the beach adjacent to BYS;
 - 10.1.2. along the jetty;
 - 10.1.3. for Temporary public moorings on the eastern side of the access jetty;
 - 10.1.4. for safe haven areas as noted "Temporary Mooring for Boats Seeking Shelter" on the endorsed Safe Boat Harbour Plan;
 - 10.1.5. a berth with provision for disabled access must be made available for public use at all times; and
 - 10.1.6. all BYS facilities (excluding the public toilet and access for disabled) are available only for the use of members and visitors whose vessels are berthed within the Marina.

11. CAR PARKING

- 11.1. Car parking on Club property is entirely at the owner's risk. Member's cars displaying a current BYS car park sticker may park at any time in the Club car park. Marina berth holders who do not hold a current car park sticker and their visitors are to use car parking along the access road outside the Club or car parking located off Point Nepean Road, above Scotts' Shed, accessed via steps behind Scott's Shed. Pick-up and drop-off of bulk goods through the members car park may be arranged at Reception.
- 11.2. Prohibited parking and traffic directional signs shall be obeyed at all times. Tail gating through the boom gates is strictly forbidden. Infringement will lead to the withdrawal of parking privileges.
- 11.3. Vehicles parked in contravention of these Rules are liable to be removed at the owner's expense. A motor cycle shall be regarded as a car.

12. SAFETY

- 12.1. All vessels are to be fitted with adequate and up to date firefighting appliances, including one dry chemical powder extinguisher per five metres of overall length. Evidence of such appliances shall be produced when requested by the Marina Manager.
- 12.2. Use of firefighting hoses for any purpose other than firefighting is strictly prohibited. If such use triggers a fire alarm and attendance by the Fire Brigade the user will be responsible for all costs incurred by BYS.
- 12.3. Dock lines and fenders are the responsibility, and at the cost of, the berth occupant, and are to be kept in a satisfactory and safe condition. Replacement lines and fenders plus the labour to attach them, will be charged to the occupant if deemed necessary by the Marina Manager, in his sole discretion, to maintain the safety of the vessel. Occupants are to arrange inspection of dock lines regularly. At no time shall a vessel be allowed to come into contact with the surrounding fingers or adjacent vessel, so as to cause damage. Any such damage will be the responsibility of the berth occupant.
- 12.4. It is the sole responsibility of the berth occupant, when leaving vessels in the marina, to ensure all sea cocks are closed, gas and fuel are turned off and bilge pump and battery switches are clearly labelled.
- 12.5. On departing or entering the marina, the speed limit within 50 metres of moored craft is five knots ("no wash/no wake"). On departing temporarily, dock lines are not to be left trailing in the water or over walkways. Power is to be turned off and power leads disconnected and removed. Extra power lead length must be kept on board.
- 12.6. Any collision or damage to other vessels or to any part of the harbour shall be reported to the Marina Manager immediately after occurrence.
- 12.7. Persons working on boats whilst in the harbour shall use only tools and equipment that are safe and fit for the purpose and tested and tagged accordingly (preferably 12v). Electrical equipment connected to shore power shall be of a type that is safe and fit for the purpose.

13. PETS

13.1. Animals are prohibited within the BYS/BSBH leased area, except when in transit to or from a vessel. This does not apply to animals on a leash being walked on the jetty.

Note: Local council laws apply.

14. REFUSE DISPOSAL

14.1. Fish must not be cleaned in the marina or on BYS premises.

14.2. Galley waste, papers, clothing, bottles and small items may be disposed of by placing it in the receptacles provided. Organic waste may not be disposed of overboard.

14.3. Oil and fuel shall not, under any circumstances be placed in the rubbish receptacles.

14.4. Cardboard boxes are to be torn apart and laid flat, not crushed, and placed in the skips provided.

14.5. Under no circumstances are construction metals, old toilets, batteries, stoves, metal drums, paint or thinner cans, carpet etc. to be placed in skips. Disposal of these items is the responsibility of marina occupants or their contractors by private arrangement.

15. RELOCATION OF VESSELS

15.1. Attention is drawn to the Berth Licence Agreement that permits the Marina Manager to require the owner to relocate the vessel to a reasonable alternative berth selected and arranged by the Marina Manager during major sailing events organised by BYS.

16. SECURITY

16.1. Marina occupants are responsible for the security of their own vessels.

16.2. Access to the marina is via security gates by access card, which may be purchased by Marina occupants. The Marina Manager may issue visitors with an access card on the payment of a \$75 refundable deposit. Access cards are personal and are non-transferrable and must include a current photo.

16.3. Random patrols may be conducted by security officers outside of business hours in the Christmas to New Year period.

17. COMMUNICATIONS

17.1. VHF Channel 71 (Channel 73 weekdays) is monitored only during BYS race days.

The call sign is: VH 3 RB Blairgowrie

17.2. The telephone number for the BYS Office is:

(03) 5988 8453 (International +613 5988 8453)

Mobile 0438 417349

17.3. Emergency contact numbers are:

Water Police: 000 or 1800 135 729

Southern Peninsula Rescue Squad: 0417 038 944 24 hrs

Or radio Water Police: Ch 88 (27 MHz) or Ch 16 (VHF)

17.4 Website www.bys.asn.au

18. MAIL AND DELIVERIES

18.1. The address for the delivery of mail and small packages is:

Blairgowrie Yacht Squadron Inc.
PO Box 13
Blairgowrie Victoria 3942; or

2900 Point Nepean Road
Blairgowrie 3942

18.2. The delivery of large packages is to be prearranged with the Marina Manager. Delivery of large items not previously arranged, including grocery deliveries, will not be accepted.