



RCYC TEMPORARY MOORING AGREEMENT – 2014

VESSEL: _____ OWNER: _____

BERTH ALLOCATION (TEMPORARY)

1. No vessel shall be permitted to occupy any berth area without prior authorization by the Marina Manager.
2. Applications for a mooring within the RCYC Small Craft Basin shall be in writing, via email or fax. The request will then be confirmed by email to the applicant.
3. All vessels must have an overall specified length and width, including any appendages such as bows sprits and railings, such that they can be accommodated within their allocated size of berth.
4. The Club shall be entitled if necessary, and for good cause to allocate a different mooring space to the vessel.

VESSEL SAFETY CERTIFICATION

5. Minimum Standards: All vessels moored on Club moorings shall attain the minimum of a D-class Certificate of Fitness in respect of such yacht as prescribed by the SAMSA regulations.
6. Foreign registered vessels are excluded from this requirement provided that such vessel does not leave the moorings for any reason during the stay other than final departure from the RCYC.
7. Information on the national safety standards may be found at http://rcyc.co.za/files/CatDsailingchecksheet_ver1.0.pdf or may be obtained from the Club's Marina Secretary (diane@rcyc.co.za).

PAYMENTS AND CHARGES

8. The rate sheet will be annually reviewed and revised by the RCYC General Committee. All fees are dictated by the accepted rate sheet and are NON NEGOTIABLE.
9. All additional charges levied by RCYC against the vessel must be paid.
10. If such charges are being paid for by credit card or EFT, owners are asked to ensure that such payment is transacted at least 48hrs prior to departure so as to reflect in the Clubs account. Clearance documents will not be issued until all outstanding monies/ charges have been settled.
11. Non-member charges levied for the use of the mooring will be invoiced as per the Visitors Rate Sheet supplied by the Marina Secretary – all non-member charges are to be settled upfront and on invoice.
12. Reciprocal visitors will be entitled to enjoy 1 months mooring at RCYC Members rates, thereafter the applicable non-members rate will apply.
13. All visiting local and international vessels which berth on the RCYC marina for more than one (1) month will incur Port Duties at the applicable rate (Rate Sheets are obtainable form the Marina Secretary).

GENERAL INSTRUCTIONS FOR THE USE OF RCYC SMALL CRAFT BASIN (SCB)

14. No vessel may leave or arrive from RCYC moorings if undertaking any nature of commercial activity.
15. No vessel shall be navigated or operated at such a speed or in such a manner within the SCB that a wake is created that will endanger or inconvenience other vessels docked or moored or cause destruction to the quayside.
16. Vessels shall not be moored, sailed or manoeuvred in any way that may cause a danger, obstacle or inconvenience to any other User.
17. The owner of a yacht shall ensure that moored yachts have no fewer than two fenders on each side and that a yacht is moored with at least a bow, stern and spring lines of sufficient strength. The owner of a yacht shall also ensure that no loose line lies on the dockside or walkway/walk on mooring. Such berthing or equipment shall be maintained at all times in such condition as to meet with the approval of the Marina Management.
18. All hose pipes and electrical cables are to be properly connected and routed to the vessel in a method which does not hamper free and safe passage by persons and/or other vessels. The owner will be liable for any damage caused by faulty or negligent wiring.

19. No pets are allowed in the RCYC moorings or facilities without express approval from the General Manager.
20. Visitors or any of their guests must not act or behave in such a manner so as to, in the opinion and discretion of the RCYC Management, annoy, cause danger or be offensive to others.
21. No alterations or other changes may be made to the mooring structures or equipment by anybody other than by the Marina Management or appointed service company.
22. Nothing shall be stored on the floating dock, quayside or walk on. The signatory is responsible for keeping the adjacent mooring area clean and free of litter and clutter. A User shall not place items on the dock except for short periods of time and if doing so, shall place the items in such a manner so as not to obstruct the free passage along the dock.
23. No part of a moored vessel, such as overhanging bow anchors, shall extend onto the walkway area.

LIVING ON BOARD

24. No person (including any member of the Club), may live on board any vessel on Club premises (land or water), without the written permission of the General Committee. This consent may be granted for a maximum of three (3) months at a time.
25. Live-aboard fees will be charged. Such fees will be determined by the General Committee, at its sole discretion, from time to time. Bona fide visiting yachtsmen (who must apply on arrival for Temporary membership) may apply to live on board their vessel whilst on stop over and berthed at RCYC and shall be exempt from these fees for the duration of their stay provided that the duration does not exceed three (3) months.
26. Members who live on board any vessel on Club premises for 14 or more days/nights per month must apply in writing to the General Committee for live-aboard status.
27. No person may live-aboard any yacht or vessel which is on the hard.
28. No washing may be hung on board any yacht or vessel.
29. No toilet and / or dirty water may be discharged into any Basin whatsoever, and where holding tanks are operative, the signatory shall be responsible to have same pumped clear in a suitable fashion by the Port Authorities and be responsible for any charges and / or costs in this connection.
30. Notwithstanding the provisions of paragraph 14 of this Agreement, all domestic animals must be under positive control of their owners (under leash) whenever off board the vessel.

BOAT OWNERSHIP AND DECLARATIONS

31. The RCYC will recognise ownership of a vessel as is reflected on the South African Sailing Listing or equally positioned international Listing.
32. Any changes of ownership of a vessel or vessel particulars which is under a Temporary Mooring Agreement must be communicated in writing to the Marina Secretary within five [5] days of any change.
33. Member's rates will only apply if the ownership of the vessel is listed in the members name or company of which the member is the majority shareholder.
34. All new owners of vessels whether the vessel is under Temporary Mooring Agreement or otherwise must reapply for a berth in accordance with these Terms and Conditions.
35. Members rates will only be effected once the individual has been properly balloted by the General Committee.
36. All vessels moored on the RCYC Marina must prove 3rd party liability cover as prescribed within the RCYC Constitution.

ENVIRONMENT

37. Foreign Visitors to the RCYC who have arrived from international shores are not permitted to undertake any hull cleaning while in the Port of Cape Town.
38. The SCB is an environmentally friendly area. All users are to keep the waterways clear of all forms of litter, pollution and excessive noises, such as engine noises.

39. No bilges shall be pumped out in the SCB except in an emergency, that is, where there is a high risk of the vessel sinking. All costs including but not limited to the clean-up shall be borne by the Owner.
40. Any/all instances wherein bilges are pumped while alongside RCYC moorings must be immediately reported to the Marina Manager.
41. We request that preference is given to biodegradable cleaning products versus hazardous products.

WASTE AND GARBAGE

42. No person shall have, keep or deposit on a vessel or on the adjacent dock any refuse of any kind whatsoever. Receptacles are provided on the moorings walk-ons for proper disposal of such refuse and all other disposable materials.
43. No person shall throw, discharge, abandon or deposit from any vessel or from the shore or float or otherwise any refuse matter of any kind whatsoever into or upon the waters of the Marina, or in, on or upon the banks, walls or walkways of any waters within the boundaries of the RCYC.
44. No person shall discharge or deposit or cause to be discharged any sewage, gaseous liquid or solid materials into the waters of the SCB so as to render the water unsightly, noxious or unclean so as to be a detriment in any way to public health, safety and welfare. Failure to comply may leave the owner liable to a financial fine and removal of the vessel from the RCYC Marina.
45. No refuse or noxious substances including but not limited to oil, spirits, gasoline, diesel, distillate and any petroleum product, any flammable materials, detergents, cleaning solutions and any other substance that may violate any Water Quality Standards of the Table Bay Harbour shall be discharged or thrown overboard or left on the docks or any land adjacent to the Marina.

FIRE SAFETY

46. No vessel is permitted to light fires of any kind while on RCYC marinas.
47. No tenant shall use or permit his or her vessel to be used or maintained in a way so as to create or constitute a potential fire hazard.

TOILET USAGE

48. **On-board toilets or marine heads shall not be used while the vessel is in the Marina.** Holding tanks for toilets, washing or any other sewage shall not be discharged into the Marina.
49. Ablution facilities are available for all visitors.

MAINTENANCE OF MARINA

50. All visitors shall immediately notify the Marina Manager of the need for repairs to the docks or any dangerous conditions in or on the Marina requiring attention.

MAINTENANCE WORK ON VESSEL

51. Any contractor or contractors enlisted by the signatory to perform authorized repairs or maintenance must comply with the safety and operational policy of the RCYC, available at the Marina Managers Office. All vessels will be required to inform the RCYC Admin office of any intent to have subcontractors perform work on a vessel within the SCB.
52. No grinding, welding or spray-painting of any kind may take place on RCYC moorings.

SWIMMING

53. Swimming is not permitted within the SCB

FISHING

54. No fishing of any kind is permitted within the TNPA area.

GUESTS

55. All guests must be signed in and accompanied at all times by an RCYC member.

CHILDREN ON DOCKS

56. All children under 16 years of age to be accompanied by a parent or a responsible adult at all times.

INDEMNITIES AND RELEASES

- 57. The Owner hereby indemnifies the RCYC and its employees harmless from and against all claims, actions, damages, liability and expense in connection with any loss of life, personal injury and/or damage to property arising from and out of any occurrence in or on the premises of the RCYC, including the marina.
- 58. The indemnity contained herein shall apply regardless of whether any claims, actions, demands or causes of action are based or alleged to be based on negligence, breach of 24.

INSURANCE

- 59. All vessels are required to have proof of current, up to date insurance. This insurance must be obtained from an insurance office of repute and must include:
 - a. Insurance in line with the commercially recognised value of the vessel,
 - b. Suitable third party liability insurance (min R2,000,000.00)
- 60. The Owner shall produce the policy or policies relating thereto to RCYC on written request.

PROVISION OF SERVICES

- 61. Electricity and water and any other service provided shall be provided entirely at the users own risk and on the following conditions:
- 62. Users shall use water and electrical connection points that are nearest to the designated berth.
- 63. RCYC cannot guarantee a continuous supply of any service at all times, but will endeavour to do so within all reasonable ability. Power cuts and breakages and other circumstances which interrupt continuous supply may be beyond RCYC’s control.

TERMINATION

- 64. RCYC shall have the right (without prejudice to any other rights in respect of breaches of these rules by the Owner) to terminate the Temporary Mooring Agreement in the event of any breach by the owner:-
 - c. Of these Terms and Conditions,
 - d. RCYC safety and operational policy,
 - e. By any failing to make any payment/s due and/or
 - f. By providing false or misleading information in connection with the agreement.
- 65. Future changes / additions to the Constitution or Bye-Law may supersede any regulation/ rule contained herein and shall be valid and binding as if such a change had effect of a variation to this Agreement and agreed to by both parties

I hereby acknowledge and agree to the Terms and Conditions of this Temporary Mooring Agreement as prescribed above:

Owner: _____
(Print Full Name)

Signature: _____ this _____ day of _____ 2012

On behalf of RCYC: _____ Signature: _____
(Print Full Name)