
SMALL BOAT CLUB OF SA INC.

BYLAWS 2018

1. COMMITTEE

1. In addition to the powers conferred upon it in the club constitution, the committee will appoint its members as managers of the various areas of the club.
2. These areas shall include but not be limited to the Slips, Marina1, Marina2, Chain Moorings, T-Head, Trailer Park, Hardstand, Facilities, and Work, Health & Safety.
3. The managers so appointed shall be displayed, along with their contact details, in a prominent place in the clubrooms and conveyed via electronic media to members.
4. These managers have the power of the committee to make orders in their assigned areas, and any failure of such an order will be regarded therefore as a failure of an order of the committee and treated accordingly.
5. Members who object to an order shall have recourse via the relevant provisions in sections 10 & 11 of the constitution.
6. The honorariums due to the treasurer and secretary are set at the value of the annual rental fee for a single walk-on marina berth; however, members may approve a higher value honorarium at the AGM for contributions over and above the course of normal duty, subject to the limits defined in clauses 8.5 and 8.6 of the constitution.
7. The committee's powers as described in Section 4d of the Constitution are subject to the following limitations and conditions:
 - a. The maximum payment for services to any person or private entity in a financial year shall be \$5000.00 (five thousand dollars)
 - b. Should the committee propose an expenditure which would exceed this limit, it must (for each proposal) seek the approval of members at a properly constituted general meeting.

2. MEMBERSHIP

1. All applications for club membership must be made on the club's official membership application form.
2. A condition of membership is that the club be permitted to digitally photograph the applicant's driver's licence (or an agreed alternative) and pension card (if applicable)
3. The club shall digitally photograph and record any other details it deems necessary for identification purposes of all boats brought onto the premises.
4. The club appreciates permission to take a passport-type photograph of the applicant, though this is not mandatory.
5. Items 2,3 & 4 above apply equally to existing members where such information is absent for whatever reason from club files.
6. The committee shall post every application for membership in a conspicuous place within the association's premises, and send an SMS to all members advising the name and any other

relevant details of the applicant, asking for a response within five (5) days if there is any objection to the acceptance of the applicant as a member.

7. The committee shall then formally ballot on the application at its next scheduled meeting, cognisant of the feedback (if any) from the membership regarding the applicant.
8. Admission to membership requires the approval of a simple majority of the full committee.
9. Any applicant who is rejected shall not be eligible to apply for membership again unless a period of twelve (12) calendar months following the rejection has passed.
10. Upon the acceptance of the application by the committee and upon payment of the first annual subscription, the applicant shall be subject to a probation period of three (3) months following which they may be admitted as a member in the nominated category.
11. Members on probation do not have voting or nomination rights and may not admit visitors to the club.
12. Any adverse actions or behaviour during the period of probation shall be grounds for refusing formal acceptance as a member.
13. Associate members do not have have voting or nomination rights, may not admit visitors to the club, and may not bring a vessel into the club.
14. The partner/spouse of a Full member must apply for membership in the normal manner and shall be admitted to the club on the same terms as an Associate member, but shall not be liable for a membership fee.
15. Honorary members are not required to fill out an application form and are admitted under the same terms and conditions as Associate members but shall not be liable for membership fees.
16. Honorary membership will be reviewed annually and limited to 10 at any one time and committee may rescind such membership as it sees fit.
17. A Life member shall be entitled to all the privileges and undertake all the duties of a Full member but shall be free of membership fees.
18. Only Full members and Life members are entitled to sign a visitor into the club.
19. There shall be a limit of 15 Life members at any one time.

3. GATE KEYS

1. Gate keys are made available to members in all four categories.
2. A gate key fee applies, a portion of which is a refundable deposit upon cessation of membership.
3. The only person authorised to use a gate key is the member to whom it is issued; allowing a gate key to be used by a non member is prohibited.
4. The committee may suspend a gate key at any time for a failure by a member to respond in an appropriate and timely manner to a formal and reasonable request by the committee for compliance with a bylaw or ruling.
5. A member whose key has been so suspended shall have the right to seek resolution of the matter through a written and/or oral address to the committee at a scheduled committee meeting.
6. The committee shall formally advise members at the next general meeting of any gate key suspensions and the reasons therefore.
7. If unsuccessful, the member has the right to challenge the suspension at a general meeting in accordance with the relevant provisions of Sections 10 & 11 of the constitution.

4. FEES

1. The subscription fees for membership and fees for any other rentals or services shall be such sum, (if any), as the members determine at an AGM or Special General Meeting.
2. The subscription and berth rental fees shall be payable annually on 1 July or at such other time as the committee may determine.
3. All fees shall be paid within 30 days of the issue date on an invoice for a product or service.
4. No boat may be brought onto club premises without the prior approval of the committee and without the invoiced sum having been paid in full.

5. PENALTIES

1. Any member with an invoice for membership subscription, berth rental, service fees or otherwise three (3) months overdue, forthwith ceases to be a member, provided always that the committee may reinstate such a person's membership on such terms as it thinks fit.
2. Any person who ceases to be a member for this reason (1. above) shall remove any vessel and any other property from the club premises within thirty (30) days of being notified by the Honorary Secretary of the termination of their membership. Such notification shall be in writing and shall be delivered in person, or via electronic media to the electronic addresses provided, or by Australia Post registered mail to the street address provided, and in this case the receipt of Australia Post shall be prima facie evidence of delivery of the notice.
3. Any vessel or other property of a person which remains on club premises more than thirty (30) days after that person has been notified of termination of membership may be removed by the club and/or sold. The committee may advertise the vessel and/or contents and auction the vessel and/or contents. All outstanding debts to the club, together with any costs of removal and/or sale may be deducted by the club from the sale proceeds, with any remaining balance being forwarded to the person whose property was removed and/or sold. If the sale of goods does not cover the debt owed, then a legal solution may be commenced to recover the outstanding debt

6. HARDSHIP

1. A member experiencing genuine financial hardship may seek permission to pay by instalment; however, consideration will only be given to such requests if they are made to the Treasurer within 90 days of the date of issue of the invoice.
2. The Treasurer shall bring a proposed payment plan to the Committee for consideration.
3. If the payment plan is ratified, the Committee will present a written agreement including a schedule for payment, provided that the due amount shall be paid in full by the end of the financial year.
4. The penalty (if any) for a failure to meet a scheduled payment forms a part of the agreement.
5. Payments made under an approved plan shall attributed, firstly, to their membership subscription and thereafter to the remainder of the debt.

6. A member on an approved plan shall be granted club membership, and the benefits thereof like a fob key, only when sufficient payment has been made to cover their membership subscription.

7. OWNERSHIP

1. Members shall advise the committee promptly in writing of a change of ownership of a boat; the document must be countersigned by the new owner.

2. If the new owner is not a member of the club, the name and full contact details (residential and electronic) of the new owner must be provided.

3. The original owner shall be deemed to remain the owner of the boat and liable for all relevant fees until such time as this advice is provided or, in the case where the new owner is not a current club member, until the new owner's application for membership is accepted or until the boat is removed from the premises.

4. If a vessel is to have more than one new owner (other than a spouse/partner), the original owner remains liable for all relevant fees until all parties to the new ownership are admitted as full members of the club or the vessel removed from the premises.

8. EXTENDED STAY

1. Members shall limit overnight stays on their boat, or any other boat on club premises, to a maximum of ten nights per month and a maximum of 90 days per calendar year.

2. Members shall not stay overnight on a boat on club premises for more than ten nights in a calendar month without the express approval of the committee.

3. Members shall maintain a log of their nights aboard on club premises and have that log available for inspection by the committee immediately upon request.

4. Members (any category, including a spouse/partner) who stay aboard for more than ten nights in any one calendar month are deemed to be on an "Extended Stay" and are liable for the "Extended Stay Fee" (applied per person), the minimum invoice for which is one calendar month.

9. REBATES

1. Membership fees are payable annually in advance; if a membership ceases for any reason during the year, pro rata rebates are not provided.

2. Pro rata rebates are provided on boat fees upon the finalised sale of a boat, but such rebate is capped at a maximum of six months value.

3. The exception to (2.) above is where a boat is sold to another member who keeps the boat on club premises; in this case, a full pro rata rebate applies.

10. CLUB PREMISES

1. The speed limit for vehicles is walking pace only.

2. Undue noise, boisterous behaviour, offensive language, loud music or any activity or behaviour that unreasonably interferes with the use and enjoyment of other members will not be tolerated.

3. The club house kitchen and its facilities are available only for events organised by the Events committee.
4. Dogs must be under the control of their owners at all times. No dogs are allowed around BBQ area due to Liquor Licensing regulations.
5. A child under the age of 14 years must be accompanied by an adult at all times, and must be closely supervised on the marinas, ramp & T-head.
6. Members must promptly report the theft or loss of an electronic tag or key to the Secretary, and pay such fee as has been set out to replace it.
7. Members shall not bring into the club any materials not directly required to their immediate boating activities.
8. Members shall not leave any motor vehicles on club premises, other than the one they arrive and depart it; members seeking exemption must make submission to the committee and exemption shall generally be granted only for exceptional reasons.
9. Visitors must be signed in on entry to club premises and signed out on departure
10. Visitor shall not stay overnight on a boat or anywhere else on club premises without the express approval of the committee.

11. GENERAL BOATING

1. Members shall maintain their boat and mooring in a safe state, and register and/or insure their vessel as they deem appropriate; in this context, committee reminds members to be mindful of potential liability issues with unregistered and uninsured vessels.
2. Members who keep a boat at a location away from club premises are entitled to use the club's launching facilities; however the boat must be registered in their name only (or with their spouse/partner).
3. A boat which is wholly or jointly owned by a person who is not a Full member shall not be admitted onto club premises; the club's boating facilities are for the use and enjoyment of Full members only.
4. Members shall have their boat registration document available for inspection upon request in order to ascertain ownership.
5. Associate members and Honorary members may not bring a boat onto club premises; members in these categories are not entitled to the use of the club's boating facilities.

12. HARDSTAND

1. The club's OHS standards deem all hardstand sites to be work sites and members must maintain safe and tidy presentation at all times.
2. Committee permission is required to bring a container to a hardstand site; a 20' container is the largest allowed and they must be painted heritage green.
3. One trailer on site is allowed for rubbish and materials storage and transport.
4. All other storage on the site must be approved by OHS officer and materials not pertaining to boat building/maintenance must be removed.
5. No vessel is to be propped into position with wooden props, no flammable materials are to be left around or under the vessel, and the grass is to be kept closely cut.

6. Hardstand sites will be inspected by OHS officer who has the authority to instruct any change necessary in any circumstance deemed unsafe.
7. Members must ensure that materials around their boat would not impede access by emergency services.
8. No extension cords are to be left laying across road ways or plugged in when not in use.
9. When vacated, a hardstand site must be cleared of all materials and debris; members will be deemed to be liable for hardstand fees until this is completed.
10. The Small Boat Club membership number must be clearly displayed at the site.
11. Overnight stay in the hardstand is prohibited.

13. TRAILER PARK

1. The member's SB number must be presented prominently on their trailer/s, either painted directly onto the drawbar or onto a panel of some sort which is securely attached to the drawbar.
2. Park your trailer in your allocated spot; do not change places without the prior approval of the club's trailer park manager.
3. All trailer park boats must be on a lawfully registrable road trailer and the trailer must be maintained in a roadworthy state.
4. Work shall not be carried out on any boat in the trailer park; those requiring work must be moved to the hardstand or another designated area, and daily hardstand rate will apply. The only exceptions are for jobs that short term and minor, such as hand sanding, small paint jobs and minor rigging work.
5. No materials may be stored under or beside a trailer boat at any time.
6. Keep the wash down area tidy; place your rubbish in the bin, leave the wash basin clean, and do not remove the hose or fittings.
7. Members are requested to advise the committee when temporarily removing a boat from club grounds.

14. MARINAS

1. Marina walkways and fingers shall be kept free of obstacles and materials of any sort.
2. No part of a vessel shall impede on the walkways.
3. No unauthorised persons are allowed on marinas without prior approval of the committee.
4. All electrical power cables to be 15amp with appropriate fittings and in good order. Unattended vessels shall not have power connected unless approved by committee, and approval may incur a fee.
5. The committee may at any time require a member to relocate a vessel to a berth other than that which was first allocated.
6. Entitlement to occupy a berth shall not pass with a change of ownership of a vessel; the new owner must submit a request to the committee.
7. Boats must be maintained in a sound condition and be tied with adequate mooring lines.

15. SLIPWAYS

1. Only authorised persons shall operate slips winch & gipsy winch.
1. Alcohol free zone at all times.
2. Bookings must be arranged with slip master.
3. The owner/s of the boat to be slipped shall familiarise themselves with the Slips SOP document and sign the Slips Indemnity form, both of which are available of the club website.
4. It is the owner's responsibility to set the cradle arms and assist in getting the cradle to the appropriate position.
5. A pressure cleaner is available for hull cleaning for a fee.
6. Vessels must be positioned over traverse pit before any hull cleaning, and debris must be swept and placed in bin provided.
7. Work area around vessels to be kept to WHS and EPA requirements.
8. Slips area is to be left clean and tidy; failure to clean up will result in a clean-up charge being added to your slip bill.

16. BOAT RAMP

1. The northern side of floating pontoon is a designated area for tying dinghies and for the loading/unloading of trailer park vessels (maximum tie up time is 24 hours). Trailer park vessels have priority over dinghies for the deeper water at the end of the floating pontoon. Members using this area may find other boats rafted up to them, and are requested to take due care of all vessels.
2. Committee approval is required in order to have a boat along the outer head or southern side of the pontoon for any length of time, other than for loading/ unloading.
3. All tenders shall be identified by club number.
4. All cars with boat trailers are to park in the parks provided opposite the boat ramp. If no parks are available, parking on the north side of wash down bay is permitted until a park is available.

17. WORKING T-HEAD

1. Use of the T-head must be pre-arranged with the T-head manager.
2. A maximum time on the T-head for working on a vessel is one (1) week; extensions may be granted.
3. The T-head shall be kept clean and tidy and all times; any rubbish/debris left after a boat's departure will result in a cleanup bill.
4. All T-head users must comply with WHS & EPA regulations.

18. CHAIN MOORINGS

1. Chain moorings shall be identified by club number on a float.
2. Boats shall be kept in a seaworthy condition.
3. The club is responsible for the maintenance of mooring lines from the seabed to the float.
4. The member is responsible for the maintenance of mooring lines from the float to the boat
5. Moorings shall have span lines with three (3) white floats evenly spaced.
6. Mooring lines shall be of a suitable gauge and be maintained in a sound condition.

7. A fire safety line of stainless wire or galvanised chain shall be attached to a mooring float.