



## MARINA BY LAWS

- (a) No pets allowed on Fingers except for legitimate disabled assistance dogs or pets in transit to a vessel which intends to depart the marina with the animal aboard within 30 minutes.
- (b) No drones, bicycles or skateboards are permitted on the fingers.
- (c) Fingers to be locked from 1800hrs till 0600hrs and all visiting guests to be collected from Fox 1 & 2 gates and escorted back to same gates.
- (d) No property, equipment or rubbish to be stored on fingers (one set of stairs for boat access permitted)
- (e) No refilling of fuel on the marina fingers. This shall be done at the fuelling berth only.
- (f) Subject to related clean up fees and repeat offenders may face fines up to K15,000PGK.
- (g) A maximum speed limit of 4 knots applies inside the marina, and any wash to be avoided.
- (h) The work berth is the designated area for work on boats, and is bookable through RPYC Marina office.
- (i) No "Projecting" works on boats to take place on fingers. Such work to be completed at work berth. Projecting operations include and are not limited to: spray painting, grinding, use of circular saws, electric arc welders, oxy-acetylene cutting etc. "Non-projecting" operations such as oxy-acetylene brazing or MIG welding etc. may be carried out under supervision of a MMC member.
- (j) All waste fuel is to be placed in the waste oil drums provided.
- (k) No commercial operations to be commenced or completed from the RPYC Marina unless authorised by RPYC Management in writing.
- (l) Commercial Boats are to be approved by the Marina Management Committee.
- (m) All boats with live-aboard status must comply with these by-laws and continue to pass liveaboard criteria specified in the occupancy agreement and these by-laws. For boats which fail these criteria, a grace period during which compliance may be attained must be sought from and approved by the MMC.
- (n) Subleasing a boat as a live-aboard must be in accordance with these by-laws and boats must continue to pass criteria specified in the occupancy agreement and these by- laws. For boats which fail these criteria, a grace period during which compliance may be attained must be sought and approved by the MMC.
- (o) Short term leases require a 3 month bond on signing of an occupancy agreement. The bond is repayable on termination of lease, minus any costs such as unpaid berth rental fees, or costs to make good any damage caused by the occupant or vessel.
- (p) Occupants shall be aware and considerate of neighbours at all times, also being careful to limit noise after 2100hrs and before 0730hrs.
- (q) Boat owners expecting a large number of 6 or more non-member guests are to leave a list of names with RPYC Management to give to Front Gate Security
- (r) Use of fishing nets is strictly prohibited to catch fish in the marina.

- (s) Boat staff are not permitted to fish in the Marina.
- (t) Cleaning of fish is not permitted in the Marina.
- (u) Occupants and boat staff to keep on finger water usage to a minimum.
- (v) All Boat Staff to have valid RPYC ID cards, which can be obtained from the Marina Admin Office.
- (w) Boat Staff are allowed on Marina from 0800hrs till 1700hrs Monday to Friday & 0830hrs until 1200hrs on Saturday. All other times shall be by arrangement with RPYC Management. Boat staff are only permitted to work on boats during marina gate opening hours.
- (x) No Power tools or other loud noises from 1200hrs on Saturday and nil on Sundays.
- (y) All contractors on the Marina to have contractor passes, which may be obtained from Marina Admin office.
- (z) Members can apply for staff identification card for personal staff, such as babysitters, or haus meris. Standard staff rules apply including access via Fox 1 and staff to wear identification card at all times.
- (aa) Short term berth leases require a 3 month bond on signing of Occupancy agreement. The bond is repayable on termination of the lease, minus any outstanding berth rental or deduction for damages or loss to the club arising from the occupancy.
- (bb) Where rent, fees and charges for any marina berth or trailer/boat parking area remain unpaid for more than 30 days, the General Manager or Executive Committee may at their discretion:
  - I. Calaboose the trailer and/or boat in question; and/or
  - II. Move the boat to swing-moorings; and/or
  - III. Chain or lock the trailer to prevent is use until the bill is paid; and/or
  - IV. Commence proceedings to assume title over the property in question and dispose of it to recover debts as set out in the *Abandoned Goods Act*. Any residual funds after all bills and costs are paid shall be returned to the member in question
- (cc) All costs incurred by the Club where measure set out a subclause (aa) above shall be met by and are recoverable from the member in question. All risk to the boat and/or trailer in question shall be borne by the owning member where any of these measures are resorted to by the Club.
- (dd) A member may only have a maximum of two long term leases as of October 2014. This includes the individual and personal company
- (ee) Boat owners are to strictly observe clean marina policy. Spills and other marina pollutants from vessels will be subjected to penalties and related to clean up costs for boom, spill pads and labor. Repeat offenders will be show caused and may be fined upto K50,000.
- (ff) Propulsion testing is allowed in the marina whilst vessel is moored, in idle ONLY. Either astern or one ahead at a time but not both engines engaged in same gear.

**Failure to comply with the above conditions and/or the rules set out in the “Boat Owners Handbook” and/or the “Rules of Association” may require members to “show cause” where the privilege of membership may potentially be revoked.**

**I have read and acknowledge the above.**

**Name.....Boat.....**

**Signature.....Date:.....**