



# **MOUNTS BAY SAILING CLUB**

## **PEN REGULATIONS**

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**1 Introduction:**

The following Regulations pertain to the Penning, Mooring and Hard standing of vessels at Mounts Bay Sailing Club (Pen Regulations)

## **2 APPLICATION PROCESS (PENS, MOORING AND HARDSTAND)**

### **2.1 Application Process**

In order for Member to keep a Vessel at the Club, in a Pen or on a Mooring or on Hardstand, an Application to do so must be made by the Member.

The storage sought shall be appropriate for the Vessel and to the category of Membership held by the Member.

The Application shall be on a club approved form and be dated and signed and shall include amongst other particulars the following:

- Details of the vessel including its overall length and beam
- The particulars of the owner(s) and if more than 1 owner, the owners' Representative
- The type of storage sought, i.e. Pen, Mooring or Hardstand
- A copy of a current registration from the Department of Transport and
- A current Certificate of Insurance for at least third-party liability insurance for a minimum of \$5,000,000;

In respect of an Application for a Pen, Mooring or Hardstand, the Pen Committee shall review the Application, taking into account the vessel size and the available storage at the date of Application.

### **2.2 Application Waitlist**

If the Application is accepted, it shall be placed on the Waiting List in date order or may be allocated a pen if one is free immediately.

The Waiting List shall be updated monthly and posted on the Club's Notice Board.

In the normal course of events storage will be determined on a first in first out basis, all else being equal. However, participation shall be taken into account when allocating storage.

### **2.3 Storage Allocation**

Once a Pen, Mooring or Hardstand Space has been allocated by the Pen and/or Management Committee, the Member shall sign a Rental Agreement and shall pay the relevant charges set by the Club on signature.

The priority to be used by the Pen Committee in determining the allocation of storage as follows:

1. First pen Lease holder;
2. Secondly "Permanent" Pen renter;
3. Thirdly "Casual" Pen renter;
4. And finally, determined by the Waiting List determined by Application date and vessel size.

A Member shall only be allowed to store at most one Vessel in total in the Marina, mooring area and hardstand areas.

Applications for more than one storage space can only be considered by the Management Committee.

## 2.4 Storage Exclusivity

Notwithstanding the allocation of storage to a Vessel in a Rental or Lease Agreement such storage is not the Owner's exclusive property and the Club retains the discretion to allocate, reallocate, relocate or remove a Vessel from any storage area in the interests of good order and governance of the Club's storage.

### **3 OWNERSHIP AND OCCUPANCY RULES**

3.1 The Owner of a Vessel shall always:

- Comply with the Regulations and the terms and conditions of all Agreements between the Owner and the Club;
- Pay all subscriptions, fees and charges invoiced by the Club when due and payable.

#### **3.2 Vessel Registration and Insurance**

3.2.1 Each Owner as shown on a Vessels Registration with the Department of Transport and all financial partners in the ownership (together Shareholders) of a Vessel shall be a Life or financial Ordinary Member of the Club.

3.2.2 In the case where both spouses of a couple are listed on the DOT Registration, the second spouse shall be at least an Associate/Partner or Social Member of the club.

3.2.3 The Owner shall ensure his/her Vessel has and maintains a Registration with the Department of Transport and a minimum of \$5,000,000 Third Party Liability Insurance. Comprehensive insurance is preferred.

#### **3.3 Proof of Registration and Insurance**

3.3.1 Copies of the Registration and a Certificate of Insurance shall be provided to the Club promptly after each renewal.

3.3.2 If copies of these documents are not provided to the club within one month of the previous expiry, the club will issue a letter requesting the documents be provided, and there shall be a charge of \$40 for each such letter or request, which shall be added to the next pen rental invoice.

3.3.3 If copies of these documents are not provided to the club within three months of the previous expiry, that shall be considered a breach of the rental agreement resulting in:

- Immediate termination of the agreement or,
- The Pen Committee may in its absolute discretion issue a fine of up to one quarter's rental and maintenance fees instead of terminating the agreement

#### **3.4 Shareholders or Multiple Owners**

The following shall apply where there are multiple Owners or Shareholders:

3.4.1 Where there are multiple Owners and/or Shareholders each shareholding shall be a minimum of 25% and/or otherwise equal amongst the Shareholders.

3.4.2 Where there are multiple owners, one Owner (Representative) shall represent all Owners and financial partners in all matters and the Club shall be entitled to rely upon such representation from the Representative as if it was made by all the Owners and financial partners and shall be entitled to seek redress from the Representative should any Owner or financial partner breach any of these



Rules. The Representative shall be nominated on the application form and may be subsequently varied by written direction from all shareholders.

- 3.4.3 An Owner or Representative shall promptly advise the Club if their Vessel is or becomes owned in a partnership or if the partnership changes, including the names of the retiring and new Shareholders, and a copy of the new Certificate of Insurance for the Vessel and the Vessel Registration identifying all Shareholders.
- 3.4.4 In the event that the Certificate and/or the Registration do not include these details a Statutory Declaration shall be lodged by the Representative detailing the percentage ownership of each partner signed by all Shareholders and properly witnessed in accordance with the Oath, Affidavits and Statutory Declaration Act 2005.
- 3.4.5 If there is a change in Shareholders of a stored Vessel, then continued storage is not guaranteed. To retain occupancy the new Shareholders must include at least one financial Member who is currently a Shareholder in the Vessel
- 3.4.6 Any new Shareholder must apply to become a Member as described previously. A failure to have a Shareholder become a Member will be considered a breach of the Rules by all the Shareholders.
- 3.4.7 Changes to partnerships that result in that ownership not meeting the above requirements may result in the Club requiring the Owners to remove the Vessel from pen/mooring/hardstand and re-apply for storage in the normal manner.
- 3.4.8 A pen/mooring/hardstand agreement is not transferable, and a vessel may not be advertised for sale with any right to occupancy of a pen/mooring/hardstand implied or expressed.
- 3.5 Ownership**
- 3.5.1 If a member sells or wishes to sell a vessel and a new owner wishes to continue to store the vessel at the club, they will have to make a new application which will be subject to the same waiting list

regulations as any new entrant. In the event an application is successful a Pen Entry fee will be payable by the new owner.

- 3.5.2 In the event of an Owner disposing of or signing a contract for sale of a stored Vessel the Club must be advised immediately of the sale and unless an extension is agreed in writing it must be removed from storage within 10 days of the sale.
- 3.5.3 The Owner of a stored Vessel cannot give permission for any other Member's or person's Vessel to occupy his/her pen/mooring/hardstand. The Club at all times retains the right to allocate Vessel storage, which shall be on the terms and with the conditions described in these Rules.
- 3.5.4 Any Vessel may be owned or registered in a company name, however, the Rental or Lease Agreement and all other Club documentation must be in the name and address of the Member who shall be deemed to acting for and on behalf of the company owning the Vessel.
- 3.5.5 Owners must advise the Club, in writing in advance, if vacating any storage area on a temporary or permanent basis and if the name or number of their Vessel is changed or if the Owner's address is changed.

### **3.6 Short Term Rental**

- 3.6.1 The Club may approve a short-term rental to a non- member for a period not exceeding 3 months at the current rental rate for members plus a margin as recommended by the Pen Committee.

### **3.7 Unauthorised Occupancy**

- 3.7.1 A penalty of \$200 per day will be applied to any boat penned or moored on the Club's property without permission from the Pen Committee or its authorised delegate. This shall include where the agreement is terminated, and the boat is subsequently not removed from the club as is required.

### **3.8 Payment of Fees**

- 3.8.1 Where a new entrant starts enters a pen/mooring/hardstand part way through a quarter, in the initial invoice they will pay fees prorated from the day they are offered and accept the pen/mooring/hardstand until the end of the current quarter
- 3.8.2 Where a member has paid pen fees in advance, and gives proper notice of intention to give up the pen/mooring/hardstand as per the relevant agreement, then the member may be refunded the amount for any days paid in advance falling after the date of the expiry of the notice period

## **4 RULES FOR SEAWORTHINESS, MAINTENANCE AND REPAIRS**

### **4.1 Seaworthiness**

- 4.1.1 The Owner of a Vessel shall at all times keep the Vessel seaworthy, in good working order in all respects and in compliance with the Safety Rules as evidenced by maintaining a current Compliance Record (see later under Safety Rules);

### **4.2 Maintenance and Repairs**

- 4.2.1 Any significant repairs/modification required to be done on a Vessel such as grinding, sanding, painting etc shall be performed in a boat repair facility as the Club's pens and moorings are not licensed for that purpose.
- 4.2.2 If a Member wishes to undertake minor maintenance to his/her stored Vessel that involves grinding, sanding or painting he/she must seek and obtain permission from the Pen Committee. Such approval will be at the absolute discretion of the Pen Committee.
- 4.2.3 If any minor maintenance work is performed on a stored Vessel the Owner/Shareholders and/or contractor must not create a nuisance or hazard (e.g. noise, dust, welding flash) to other stored Vessels or Owners. If grinding is carried out it is only to be done so that no filings of metal or dust or fibreglass debris land on any other stored Vessels. Spray painting is strictly prohibited at all times.

### **4.3 Inspection and Compliance**

- 4.3.1 The Club or its nominated representative has the right to board any vessel at any time to inspect and adjust mooring lines and to ensure compliance with these Rules.
- 4.3.2 Any costs incurred by the Club in this regard shall be to the account of the Owner, provided the Club has given reasonable notice in writing to the Owner to allow him/her to comply with the Rules except in the case of an emergency when the Club may act without such notice.
- 4.3.3 A failure to comply with any of the provisions of Clause 6.3(a) may result in termination or suspension of the Member's Membership and/or notwithstanding the provisions of the Disposal of Uncollected Goods Act 1970 the Club or its nominated contractor may board and remove the Vessel at the Owner's expense and with no liability whatsoever attaching to the Club.

## **5 THE WATER LEASE AND MARINA**

### **5.1 Mooring Alongside Jetty**

5.1.1 Except with the express permission of the Club no Vessel or third-party vessel shall remain moored alongside any jetty unattended for any extended period.

### **5.2 Oil and Fuels**

5.2.1 No person shall spill oil, fuel or other pollutants or debris into the Lease Area. All craft having an inboard engine shall have a bilge oil/fuel absorber.

### **5.3 Speed Limits**

5.3.1 The speed limit in the Lease Area shall be restricted to 4 knots.

### **5.4 Swimming, Diving, Fishing**

5.4.1 Swimming and diving from the jetty in or around the pens is not permitted, except for the purposes of carrying out maintenance on moored boats or for the purposes of an approved junior training activity.

5.4.2 Fishing from the jetties is not permitted.

### **5.5 Third Party or Commercial Vessels and activities**

5.5.1 No jetty or pen or mooring facility shall be used for any commercial activity without permission of the Club.

5.5.2 The use of ramps for the launching or recovery of third-party vessels and for commercial purposes is prohibited.

### **5.6 Approved Moorings/Weighted Objects**

5.6.1 No mooring or weighted object of any description shall be placed anywhere in the Club's Water Lease Area without the permission of the Club.

### **5.7 Jetty Walkways and Trolleys**

5.7.1 Members shall not store or otherwise leave their property on or obstruct the jetty walkway.

5.7.2 Pen trolleys must be promptly returned to the pen trolley storage area and properly secured.

## 6 MOORING RULES

### 6.1 Mooring Lines and Weights

- 6.1.1 It is the Owner's responsibility to install mooring and springer lines, weights and tensioners and thimbles and shackles in accordance with these Rules and to inspect and maintain them in good working order.
- 6.1.2 All Vessels stored in pens must have a mooring system that meets all the following requirements:
- be of the correct length when spliced such as to maintain Vessel position in the pen;
  - be protected from chafing;
  - have a minimum of two (2) opposing bow, two (2) opposing stern lines and two (2) springers;
  - have weights or suitable snubbers connected to the lines on the jetty (inner) side;
  - have snubbers, springs or approved systems connected to the lines to the outer piles; and
  - be connected to the jetty and piles using thimbles and shackles.
- 6.1.3 The opposing stern lines shall cross over to opposite sides of the transom. Any snubbers, springs etc used shall be to the satisfaction of the Pen Committee.
- 6.1.4 Weights are not allowed on the outer piles.
- 6.1.5 The required diameters for mooring lines and springers are as follow. The rope shall be Manila Sisal or Polyethylene Staple. If polypropylene, nylon or polyester multi-filament lines are fitted they may be one size smaller.

| Boat Length: | Diam. Mooring Line  |
|--------------|---------------------|
| Up to 8 m    | Not less than 16 mm |
| 8 m –10 m    | Not less than 18 mm |
| 12 m –15 m   | Not less than 22 mm |
| 15m and over | Not less than 28 mm |

- 6.1.6 All Vessels must be located within the limits of the pen.
- 6.1.7 When leaving a pen ensure mooring lines and springers are prevented from falling in the water and becoming a danger to propellers and rudders of your and adjoining Vessels.
- 6.1.8 Owners are responsible for the regular inspection of jetty and black (outer) pile ring bolts making sure that the bolts are in good condition and nuts are securely tightened and all shackles are safely seized (wired).

## **6.2 Swing Moorings**

- 6.2.1 Vessels moored on the swing moorings must have a mooring rope that meets at least the size specifications noted above. In addition, the mooring rope shall be connected to the mooring eye with a suitably rated swivel shackle. The same inspection requirements apply to swing moorings as for pen moorings.

## **6.3 Damage and Termination of Rental agreement**

- 6.3.1 Owners are responsible for any damage to Club property or other vessels caused by their non-compliance with these Rules.
- 6.3.2 On termination of a rental agreement and vacation of a pen, the owner shall be responsible for removing his mooring ropes. Any mooring ropes and weights that are left attached to the pen after the termination date shall become the property of the club, or at the club's discretion the property of the subsequent pen occupant

## 7 PEN, MOORING AND HARDSTAND SAFETY RULES

The Safety Rules include rules relating to Fire Prevention, Fire extinguishers, connection to mains voltage and LPG installations.

### 7.1 Compliance Record

- 7.1.1 The Club requires all Owners of vessels to have a Safety Inspection Compliance Record (available from the Office), completed and submitted to the Club by an authorised person, before the vessel moves onto a Pen, Mooring or Hardstand.
- 7.1.2 Where a vessel moves onto club property temporarily for whatever reason, pending the inspection for the Safety Inspection Compliance Record, the owner shall be subject to fines and penalties as per clause d) below
- 7.1.3 Reinspection and lodgement of a new Safety Inspection Compliance Record is required before each fifth anniversary of the date of the previous Compliance Record.
- 7.1.4 Failure to provide a complying Safety Inspection Compliance Record within one month of the date the vessel moved onto club property or of the date of the fifth anniversary, shall be deemed a breach of the rental agreement, resulting in immediate termination of the agreement. The Pen Committee may in its absolute discretion issue a fine of up to one quarter's rental and maintenance fees instead of terminating the agreement
- 7.1.5 Neither the establishment of these Safety Rules, their use by the Club, nor the inspection of a Vessel and the lodgement of a Compliance Record in any way limits or reduces the complete and unlimited responsibility of the Owner(s) or the Shareholders to comply with their obligations under these Regulations or at law.

### 7.2 Fuel Storage

- 7.2.1 Engine fuel shall not be stored on board, other than within the vessels normal fuel tanks used when underway or for dinghy fuel which must be in an Australian Standards approved container and stored above deck in a vented enclosure.
- 7.2.2 All gas appliances and gas bottles shall be fitted and stored and certified in accordance with AS5601/AG601 (2002)

### 7.3 Portable Fire Extinguishers

- 7.3.1 The type of fire extinguishers to be carried on a boat shall be appropriate to the type of fires likely to be encountered. Guidance on the selection of suitable fire extinguishers is given in AS 2444. Generally:
  - a. All Vessels which are **powered by a motor** should carry at least one extinguisher of rating not less than 5B; and
  - b. Vessels which use **petrol** and have fuel tanks of capacity greater than 25 litres should carry at least one extinguisher of rating not less than 20B.
  - c. Vessels which carry **LPG** or any other flammable gas on board shall carry an additional extinguisher which is recommended by the manufacturer as being suitable for flammable

gas fires and which has a rating not less than 10B, located in the area of the appliance which uses the gas.

- d. Vessels which carry **kerosene, methylated spirits, or other low flash-point liquid** below decks should carry an additional extinguisher of rating not less than 5B located in the area of the appliance which uses the liquid.

Vessels which have sleeping accommodation should carry an additional extinguisher of rating not less than 2A, located near the exit to the sleeping compartments.

7.3.2 Portable fire extinguishers shall be located so they are readily accessible from outside the compartment they are intended to serve. Recommended positions are at the helmsman's station, adjacent to the galley area and engine compartment, and near the exit to sleeping compartments.

7.3.3 Portable fire extinguishers shall be mounted in such a way that they will not come adrift during operation of the boat, and can be readily demounted for use when required.

7.3.4 Where a fixed firefighting system is installed, it may count in place of one of the Portable Fire Extinguishers listed above

#### **7.4 Bilge Pumps**

7.4.1 Where an automatic bilge pump is fitted, it shall be supplied from a separate circuit with appropriate rated protection.

7.4.2 Where an automatic bilge pump is fitted, a suitable Bilge pillow shall be installed to prevent inadvertent discharge of oily Bilge water



**7.5 Connection to 240 V mains**

- 7.5.1 The fixed electrical installation of any vessel that proposes a connection to the 240 Volt Pen Power Supply (Shore power), shall be fully compliant with AS/NZ 3004.2:2008.
- 7.5.2 Vessel Installations carried out to foreign jurisdictions shall be subject to certifying compliance with AS/NZ 3004.2:2008 and have a power adaptor fitted to the power inlet receptacle prior to connection to the 240 Volt Pen Power supply.
- 7.5.3 An AC main isolating switch with an RCD device shall be fitted, in an accessible but enclosed position, as close as practicable to where the shore power come aboard.
- 7.5.4 Power connection to Vessels in the marina is limited to 15 amps per vessel.
- 7.5.5 The power cable shall be as detailed in Australia Standard AS/NZ 3004:2 and shall comply with AS/NZ 3191.
- 7.5.6 Both ends of the cable shall be a 15A 3 pin IP66 hose proof type having screwed collar with sealing ring.
- 7.5.7 No joints or connectors are allowed in the cable.
- 7.5.8 Cables shall not cross above the pedestrian walkway or dangle into the water and shall be fixed to the vessel in a location and manner such that neither the inlet itself, nor the cable will be damaged by the movements of the craft, by abrasion or by touching the anchor warp or mooring hawsers (lines) or by squashing or abrasion by other movable parts, including any auxiliary dinghy.
- 7.5.9 Where a vessel does not have a compliant 'Shorepower' electrical installation as detailed in above, it is not permitted to connect any electrical cable to any appliance on a boat other than;
1. in the short term while the owner is present
  2. if a battery charger is to be left connected while the boat is unattended, the boat side leads to the battery must be disconnected, and all connections left such that they are protected from weather
- 7.5.10 Under no circumstances shall there be a permanent (hard wired) connection from the Club's mains supply to the Vessel.
- 7.5.11 The Club reserves the right to immediately remove any connection from the Club's mains that does not comply with these Rules, or to commission a licensed electrician to do so at the vessel Owners cost.

**8 SECURITY**

The Owner of a Vessel is responsible for the security of all personal belongings and equipment on his/her Vessel. The Club will not be responsible for any theft from a vessel.

- 8.1.1 Owners should ensure that their Vessel is securely locked, all hatches are closed and all equipment is securely locked away.
- 8.1.2 An armed security system is recommended as is engraving and marking property.
- 8.1.3 The Security Gate on the jetty shall be kept locked at all times.
- 8.1.4 Members are not permitted to make copies of, or lend to any third person, any access or security keys or fobs issued with regard to pen occupancy.
- 8.1.5 Vessel keys should preferably not be stored on board
- 8.1.6 If a member decides to sell a Vessel from a pen, then (for security reasons) the prospective buyer is to be personally escorted to the pen. Under no circumstances is a pen security key to be given to a third party without Club knowledge and permission.

I \_\_\_\_\_ (name) have read, understood and agree to abide by these regulations

\_\_\_\_\_ (Witness) \_\_\_\_\_ (date)

**APPENDIX A: APPLICATION FORM FOR  
PEN/HARDSTAND/MOORING**

**APPENDIX B: COMPLIANCE FORM**