



# LYC Bylaws

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## 1 . Introduction

**1.1** Bylaw Definition: Bylaw - a rule adopted by an organization in order to regulate its own affairs and the behavior of its members

**1.2** Bylaws are subservient to the LYC Constitution and can be formulated by the Executive Committee at any time to deal with internal affairs of LYC.

**1.3** Members are welcome to at any stage make suggestions in writing regarding bylaws to the Exco for decision.

## 2 . LYC House Rules

**2.1 Behaviour:** Contravention of any of the below will be handled according to the Improper Conduct as laid out in the Constitution

**2.1.1 Smoking:** No smoking is permitted in the designated No Smoking zones

**2.1.2 Foul Language:** Use of foul language, racial remarks, or political hate speech will not be tolerated. If any member fails to comply, they will be suspended within immediate effect, for the duration of six months. The EXCO Committee will not entertain a meeting, discussion, or hearing in such an event and reserve the right to impose the ban.

**2.1.3 Gambling:** Gambling is not allowed on LYC premises

**2.1.4 Conflict:** Physical fighting and verbal abuse will be seen in a serious light and is not allowed on LYC premises.

**2.1.5 Sexual Harassment:** Sexual Harassment is not allowed on LYC premises.

**2.1.6 Alcohol Abuse:** Members will be held accountable for their behaviour with regards to alcohol abuse under the Improper Conduct Clause of the LYC constitution.

### 2.2 Animals

**2.2.1** NO Animals are allowed at the the club

### 2.3 Children

**2.3.1** Parents are responsible for their children's behaviour on Club Premises.

**2.3.2** No children under the age of 18 are allowed in any area of the Bar.

**2.3.3 Ball Games:**



*2.3.3.1 No ball games are allowed in the Club Buildings*

#### **2.3.4 Child Play Room:**

*2.3.4.1 Parents are responsible for their child's behaviour and actions in this room.*

*2.3.4.2 The administrative arrangements regarding this room must be adhered to.*

#### **2.4 Guests**

**2.4.1 Signing in:** All guests must be signed in by their accompanying members as laid out in the constitution.

**2.4.2 Behavior:** All guests must behave according to the expected behaviour of any member.

**2.4.3 Responsibility:** Members take responsibility for their Guests behaviour.

**2.4.4 Payment:** According to our liquor law no guest is allowed to pay for anything at the bar.

#### **2.5 LYC Staff**

##### **2.5.1 Members approach to Staff**

*2.5.1.1 Private errands:* Staff may not be instructed by members to perform private errand.

*2.5.1.2 Treatment:* Members are to treat staff in a civil manner at all times.

**2.5.2 Conduct:** Misconduct of staff must be brought to the attention to the Manager / Exco without the member confronting the staff member.

#### **2.6 LYC Executive Committee**

**2.6.1** No previous Executive Committee Member may be nominated to serve on the Executive Committee if such member had been requested by an Executive Committee to resign from his/her position or if he/she left in dispute.

**2.6.2 Committee Handover:** For enhanced continuity, within one calendar month of the AGM, when the new committee is elected, each of the outgoing Executive Committee members is to meet with their new respective incoming Executive Committee Member, LYC manager and whoever else they deem necessary, to conduct a comprehensive handover of the role and responsibilities, developments and undertakings.



**2.7 Dress Code:** The following LYC Dress Code must be adhered to by all members, families and guests at all times.

**2.7.1 Bar**

*2.7.1.1 Men are not to wear any headdress at any time*

*2.7.1.2 No bare feet after 18h00*

*2.7.1.3 Shirts and trousers must be worn by men at all times.*

*2.7.1.4 Ladies are not permitted with bikinis.*

**2.7.2 Main Hall:** Men in speedos are not allowed.

**2.7.3 Jannie Uys Bridge Room & Outside Braai Areas:** Men in speedos are not allowed.

**2.7.4 Functions:** All members and their Guests must adhere to the function dress code.

**2.8 Wheels in Club House:** No skateboards, roller blades, bicycles or any other device of this type are allowed to be utilized inside the LYC Clubhouse.

**2.9 Jannie Uys Bridge Room:** Members renting this facility for functions must complete the Hire Facilities form at the office and their guests must adhere to **ALL** Club rules.

**3. RULES GOVERNING THE LAUNCHING OF MOTORISED BOATS AT THE LANGEBAAN YACHT CLUB.**

**3.1. Introduction:** The Langebaan Yacht Club [LYC] has grown over the last five years by more than 100% and membership now stands at 1200 members. Of these by far the majority own a motorized boat of some description. Like all things in life, the more there are the more control is needed. Years ago we all knew each other and the slipway was only crowded on a couple of days of the year. Now even on ordinary fair-weather week ends the club is crowded. The result of this is that we have to set up rules to control the boats so that all members can still enjoy the facilities without the frustration caused by the numbers involved.



### 3.2. Boat Safety:

- Before launching a boat, it is a must that such a boat should have all the safety equipment as laid down by the SA Marine Safety Association [SAMSA]
- The person in charge of that boat must be in possession of a Skippers certificate.
- The boat must have all the permits required for using the lagoon waters.
- The person in charge of the boat [Skipper] is responsible for the safety of the people on board the boat.
- All people of authority such as the officials of SAN Parks, Marine and Coastal Management and the SA Police services must be treated with respect while they are doing their duties.

### 3.3. Using the slipway:

- As the slipway is the main bottle neck it is essential that all users should try to spend the shortest possible time launching their vessel. To this end the following must be done before putting your trailer on the slipway
- Make sure your chevron board is removed
- Check that your engines will start
- Make sure all the boats drain plugs are in.
- The boat should only be connected to the trailer with the minimum that is needed for it not to slip of the trailer.
- Two vessels can be launched at the same time so make sure that you are only using one lane while launching.
- During peak season when launching it is essential that TWO people are involved, one to skipper the boat and the other to park the vehicle and trailer



#### **3.4. Parking of trailers:**

- Vehicles and trailers must be parked in an orderly manner in designated bays or as indicated by an official on duty.
- All signs must be obeyed.
- No trailer without a tow vehicle will be allowed to be parked in the LYC parking area.

#### **3.5. Using the jetties:**

- The jetties are not there for vessel to lie for any period of time. They are there for loading and unloading passengers.

#### **3.6. Conduct on the waters:**

- There is a no wake zone in front of the jetties and the slipway. This **MUST** be strictly adhered to.
- When running on the waters do not go past an anchored boat at a high speed and at a close distance.
- When approaching a boat at anchor do not approach from the anchored boats stern as this is where the anglers will be fishing.
- If an official should ask to see your permits you must conform.
- At all times show respect for all the other users of the waters.



### 3.7. Angling in the Lagoon:

- Members shall at all times adhere to all the fisheries regulations of MCM.
- Members must adhere to the regulations of SAN Parks.
- An angler shall at all times respect the fish he is catching; this includes returning unwanted fish to the water with the least possible damage.
- All members shall help with research on the fisheries of the lagoon in an attempt to improve management of the resources.



#### 4 Kayak Racks: Revised April 2022

4.1 Your LYC membership fees should be fully paid up to date including the rack fee/s for allocated rack space/s.

4.2 The craft should be owned directly by the LYC Member.

4.3 Only one craft is allowed per rack.

4.4 Your craft must display the yearly sticker, which indicates the allocated rack number. This sticker/number on your craft must correspond with the rack number on which the craft rests.

4.5 These stickers are available from the LYC office. They change annually with renewal of your annual membership.

4.6 Should you sell a craft to a non-member of LYC, then the office should be advised in writing, and the craft should be removed from the kayak rack and the number removed.

4.7 Should you sell a craft to a member of LYC, then both the seller and the buyer should inform the Rear Commodore Kayaking. The buyer will be given preference to keep the rack, however LYC reserves the right to approve this or not.

4.8 Illegally stored boats will be removed from racks, and LYC accepts no responsibility for any illegally stored craft.

4.9 Members of LYC with craft kept in the racks allocated should respect the other craft beside, above, and below their own craft so as not to cause damage or soiling to those craft

4.10 Members going out onto the lagoon should at all times wear a Personal Safety Device ( PFD ), or have some other flotation device in the event of capsizing.





**4.11 Members going out onto the lagoon alone should have alerted someone at the club, or another responsible person, of their route and time expected to return so that in the event of a capsize or other problem a search can be initiated.**

**4.12 The NSRI app – “ RSA SafeTrtx “ - is freely available and should be utilized by any paddlers venturing deep into the Saldanaha Bay, or undertaking a “ Downwind “ paddle in strong winds.**

**4.13 Guest paddlers may be invited to club events by existing members and enjoy the club facilities whilst signed in as guests of a member and will remain the responsibility of the member.**

## **5 Functions**

**5.1 Main Hall:** The Main Hall is designated for LYC Functions, meetings and presentations/talks only. Any request for the use of this hall by members or outside organisations should be put to the Manager and approved by the Excom or the Commodore in conjunction with 2 Flag Officers.

### **5.2 Braai Room:**

**5.2.1** May be booked through the Manager up to 3 months in advance at a cost laid down by the Exco.

**5.2.2** The size of functions is limited to fewer than 40 people.

**5.2.3** The LYC can supply crockery and cutlery on request.

**5.2.4** Special arrangements with additional cost can be made for cleaning-up after the function.

### **5.3 Deck**

**5.3.1** The Deck can only be booked by the Exco for LYC functions. All other usage of the deck will be on a first come basis.

**5.3.2** Wood can be obtained from the Manager or at the Bar at predetermined cost.



**5.4 Lawn:** The lawn area is mainly for relaxing and LYC approved activities ie Potjiekos Competition. Children can play on the lawn under parental supervision. Parents will be responsible for any damage to club property that may result from childrens games on the lawn.

**5.5 The Exco must be informed of all bookings at the monthly meeting and has the right to veto.**

## **6 . LYC Conference Facilities**

**6.1** All LYC Exco and or Sub Committee meetings shall have preference in the Conference Room.

**6.2** Members: Conference Facilities may be booked for use by a member through the Manager.

**6.3** Conference Facilities may be hired out by the Club for private use through the Manager.

**6.4** The Excom will determine applicable rates.

## **7. Moorings**

1. The seabed upon which the mooring is situated is owned by the citizens of the Republic of South Africa and held in trust by the State and cannot be sold or acquired by prescription.
2. The right to grant permission for any mooring rights or location (either swing mooring or jetty) is held by the LYC by virtue of its lease concluded with Sanparks and shall apply to all moorings (both swing and jetty) within the LYC granted water area. These by-laws shall apply to swing and jetty moorings and shall be jointly referred to as "mooring rights".
  - 2.1 A member shall only have mooring rights in terms of a written agreement and any member who fails to enter into a mooring rights agreement with the LYC within three months of being called upon to do so shall forfeit any rights he or she might have or had (irrespective of the manner of acquisition or legitimacy thereof), without compensation or payment.



- 2.2 In order to ensure fairness and equality between all its members and to make sure that all moorings are reasonably affordable to all its members, the sale, disposal and transfer of mooring rights shall at all times be regulated and granted by the LYC.
  - 2.3 Speculation, profiteering and commercial endeavours with a view of profit-taking in respect of the transfer of mooring rights is strictly forbidden.
  - 2.4 So as to give effect to 2.1 and 2.2 above, the LYC reserves the right to regulate the sale, compensation and transfer of mooring rights on such conditions and terms as it will from time to time in its sole discretion decide, provided, however, that the relinquishing mooring rights owner will at all times be compensated for the initial costs of acquiring such right (actual costs), but excluding maintenance and fees paid.
  - 2.5 In determining the reasonable compensation payable by the acquiring mooring rights owner to the relinquishing mooring rights owner, the LYC shall only take into consideration the actual acquiring costs, as recorded and adjusted by the annual Consumer Price Index applicable to the period of such ownership and will specifically exclude free market principles of supply and demand.
3. The compensation determined by the LYC in paragraph 2.5 above shall be final and accepted by the relinquishing and acquiring mooring rights owners.
  4. A general chart showing the positions and identification of moorings and register of mooring rights owners will be kept and updated by the club manager. Both the chart and register will be available for inspection by members on request.
  5. Recordkeeping: The club manager shall at all times keep a comprehensive and accurate record of the following:
    - 5.1 a general chart showing the GPS position and identification of the moorings and the date of first installation;



- 5.2 the maintenance conducted on each mooring, including date of inspection;
  - 5.3 keep all inspection reports;
  - 5.4 dates of annual inspection;
  - 5.5 a register of current mooring right owners, including:
    - 5.5.1 full names;
    - 5.5.2 name of vessel;
    - 5.5.3 size, make, model and engines of vessel;
    - 5.5.4 date of acquisition of right;
    - 5.5.5 amount paid for such right and to whom; and
  - 5.6 a register of new applicants; and
  - 5.7 a register of under-utilised moorings.
6. Application for and allocation of mooring rights:
- 6.1 Only paid-up members of the LYC in good standing shall hold mooring rights and shall enter into a written mooring rights agreement with the club, the content of which will be determined by the sub-committee from time to time.
  - 6.2 The application for mooring rights must be in writing and in a format as determined by the sub-committee from time to time.
  - 6.3 The manager will keep all applications on record and record the date of such receipt. Such application shall be displayed on the club notice board for inspection by club members.
  - 6.4 Allocations of mooring rights will be at the discretion of the sub-committee, with due regard to the existing mooring agreements, size of vessel and availability. The sub-committee shall, on written request by any club member, furnish written reasons for its decision within fourteen days after such request.
  - 6.5 If no suitable moorings are available at the time of the application, such applicant shall be placed on a waiting list and, when considering allocations, the sub-committee shall give proper preference to members on the waiting list in date order.



- 6.6 When an applicant refuses an offered mooring (as allocated by the sub-committee), the applicant may step down and refuse such offered mooring and allow the next applicant on the list to accept such offered mooring.
- 6.7 It is in the discretion of the sub-committee to allocate temporary mooring positions to applicants until such time as a suitable permanent position becomes vacant. It might therefore become necessary to re-locate existing moorings to ensure optimum use and practicality. Mooring vacancies shall be filled on a first-come, first-served basis, based on the filing date of the application.
7. Rights and obligation of mooring rights owner:
- 7.1 Mooring right owners own the tackle and flotation used for the swing mooring, but not the location in which it is embedded or the block to which it is attached.
- 7.2 A vessel moored in terms of the allocated mooring rights shall at all times:
- 7.2.1 hold a valid and current certificate of fitness, duly issued by SAMSA and in accordance with its regulations;
  - 7.2.2 comply with LYC, SAMSA and Sanparks safety requirements;
  - 7.2.3 display a valid LYC registration and/or membership sticker;
  - 7.2.4 be licensed according to Sanpark regulations and requirements and display a valid and current Sanparks licence sticker;
  - 7.2.5 be entitled to tie only a single vessel to a single mooring at any one time.
- 7.3 The owner of the vessel and mooring rights owner shall at all times:
- 7.3.1 be solely responsible for the maintenance and serviceability of the complete mooring (block, tackle and flotation device) and comply with the sub-committee's directions in this regard including, but not limited to, regular inspections by suitably-qualified persons;
  - 7.3.2 keep the vessel in a neat (aesthetically pleasing), seaworthy condition and in a suitable state of repair (including tarpaulins and other means of cover);



- 7.3.3 should a vessel be damaged, carry out repair work as soon as is reasonably possible.
- 7.4 All moorings shall be inspected annually and approved by a suitably-qualified inspector. The costs of such inspection shall be for the sole account of the mooring right owner and, in the event of the mooring right owner failing to comply with this provision, the LYC has the right to appoint such qualified inspector to conduct the inspection and claim such costs from the mooring right owner.
- 7.5 The LYC club manager (or his duly appointed representative) may at any time inspect a mooring and may remove or cause it to be removed or prohibit the use thereof, pending its repair/replacement.
- 7.6 The provisions of paragraphs 7.1, 7.3.1, 7.4 and 7.5 shall not apply to jetty users.
8. Pollution, disturbance and safety:
- 8.1 Only minor running repairs or minor maintenance works of routine nature, which does not cause noise, disturbance, disruption or pollution may be carried out within the LYC water area. When a mooring rights owner is in doubt, clarification, direction and permission should be obtained from the club manager, whose decision will be final.
- 8.2 Mooring rights owners and visitors shall not cause noise in the LYC water area which could cause concern or disturbance to others and reasonable conduct is expected of both.
- 8.3 Sewerage, refuse, oil, chemicals, spirits, inflammable substances, oily bilges or any hazardous substance may not be discharged in the LYC water area.
- 8.4 The lighting of fires, discharge of fireworks and emergency signals are strictly prohibited in the LYC water area. In this regard, mooring rights owners shall take all necessary precautions against the outbreak of fire in or upon a vessel.
9. Fees:



The following fees (as determined by the LYC from time to time) shall be payable by mooring rights owners:

- 9.1 application fee;
  - 9.2 annual mooring fee;
  - 9.3 Inspection fee; and
  - 9.4 maintenance fee (if applicable).
10. LYC moorings:
- 10.1 Depending on availability, the LYC shall retain for itself moorings to be made available for use on a temporary basis to members and visitors on such other terms and conditions as it may decide in its sole discretion.
  - 10.2 The LYC may levy whatever charges it deems fit for the use of such moorings.
11. "Use it or lose it" principle:
- 11.1 In the event of a mooring rights owner:
    - 11.1.1 anticipating the non-use or cause his or her vessel to be absent from the mooring for a period of time exceeding six months, he/she shall notify the club manager; or
    - 11.1.2 anticipating the non-use of the mooring over peak seasons, he/she shall notify the club manager,  
the sub-committee (in its sole and absolute discretion) may make the unused mooring available for temporary assignment.
12. Termination, abandonment and reversion:
- 12.1 The LYC has the right to terminate the mooring rights agreement when the owner:
    - 12.1.1 ceases to be a member of the LYC (irrespective of the reason); or
    - 12.1.2 commits a serious breach of the mooring rights agreement; or



12.1.3 fails to pay the annual fee on one month's written notice from the LYC.

12.2 The mooring rights owner may terminate:

12.2.1 by giving proper notice to the LYC of his/her intention to terminate;  
and

12.2.2 by handing over/returning the facility to the LYC.

12.3 Where a mooring rights owner fails to use the mooring for at least eighteen (18) consecutive months and not having notified the club manager in advance or failing to reply to reasonable written and/or verbal requests, the mooring may be deemed to be abandoned.

12.4 On termination or abandonment, the transfer of the mooring rights and compensation applicable shall be dealt with in terms of the LYC's transfer-of-right policy, as contained in the existing by-laws.

12.5 In the event of a mooring right owner disposing of his/her vessel and provided all fees are paid, the mooring right owner shall have a year (or such extended period) in which to replace the vessel, provided, however, that written notification is given to the club manager and the sub-committee may, in its sole discretion, make the mooring available for temporary assignment.

13. Transfer of rights:

13.1 The mooring rights are personal of nature and pertain to the owner and vessel described in the application.

13.2 The mooring rights may not be transferred or assigned to an acquiring owner, either temporarily or permanently, without the express written consent of the LYC.

13.3 In the event of the death of a mooring rights owner, the mooring rights may be transferred only to a member of the owner's family (meaning spouse and/or child), provided that such family member is a





member of the LYC and all required fees are paid and a mooring right agreement concluded with the LYC.

14. Risk and liability:

- 14.1 The use of the moorings by all persons, albeit mooring right owners, visitors and users of the moorings (with or without the permission of the mooring right owner or the LYC) shall be at his or her own risk.
- 14.2 LYC shall be under no duty or obligation to salvage or preserve the owner's vessel or other property, but may and reserves the right to do so in any appropriate circumstances where a risk is posed to the safety of people, property and/or the environment. Where it does so act, it shall be entitled to recover its expenses from the mooring right's owner.
- 14.3 Owners shall be liable for all loss or damage caused by him/her, his/her crew, visitors or vessel and it is advisable that such owner shall maintain adequate insurance.
- 14.4 The LYC reserves the right to set minimum mooring specifications from time to time and the mooring right holder is solely responsible for ensuring compliance therewith.
- 14.5 The obligation rests on the mooring right owner at all times, to ensure that, irrespective of the manner and time of acquiring such rights, the mooring tackle and block is suitable for the purpose and appropriate for his/her vessel. The mooring right owner shall obtain his/her own specialist advice, as may be required in this regard.



**6.5 Applications:** Members must apply in writing to the Club Manager for available moorings

**6.6 Allocating:** Moorings will be administered and allocated by the Rear Commodore Outdoors in conjunction with the Manager, who forms the Mooring Committee.

**6.7 Responsibilities:** Members are responsible for their mooring as laid out in the Constitution.

#### **6.8 Layout of moorings display**

### **8 LYC Clothing**

**8.1 Official Dress:** Navy blue blazer with approved LYC badge, white or blue shirt with official LYC tie and stone coloured trousers.

**8.2 Purchasing Process:** All purchases for the above are to be done through the LYC Office who will keep a limited stock. LYC memorabilia and T-shirts (when available) can also be purchased through the LYC Office.

### **9 General**

#### **9.1 Office**

**9.1.1** Office Hours must be complied with.

**9.1.2** All staff members are to be treated with respect. Any complaints must be forwarded in writing through the Manager to the Exco.

#### **9.2 Ablutions**

**9.2.1** Members and their guests must at all times ensure that they the ablution facilities are left clean and tidy after use.

**9.2.2** Children utilizing ablutions must be under adult supervision.

**9.2.3** Any problems with the ablutions must be reported to management without delay.

**9.3 Internet;** Internet vouchers can be obtained at LYC Office during Office hours.

**9.4 Notice Boards;** Only staff members are allowed to post items on the notice boards, members are to hand items for notice board to the administrative manager in the office.



## 10 Liquor Law

### 10.1 Barman's responsibilities

**10.2** The senior barperson present is deemed to be “Captain of the Ship” and overall in charge of the bar area and liquor sales.

**10.3** The senior bar person present has the authority to stop serving any member who has had an apparent excess.

**10.4** The senior bar person present may request any member who is refused a drink and has become abusive to leave and should report such incident to the managing committee.

**10.5** No club member other than a member of the current managing committee or club manager is allowed behind the bar.

**10.6** No club member may serve themselves or handle the cash takings of the club.

**10.7** All bar persons will monitor to ensure that no club member brings his own liquor on the premises and report all such incidents to the managing committee.

**10.8** Bar persons will ensure that the conditions applicable to the club liquor licence and special event corkage arrangements are met at all times.

**10.9** All permanent and temporary bar staff are to fully acquaint themselves with the Constitution and By Laws pertaining to the club and convey this information to defaulting members in the event the club manager is not available to do this.

### 10.10 Exco member's responsibilities

**10.11** Any Exco member present and in order of ranking present at an incident is obliged to assist bar persons as necessary.

**10.12** All Exco members are expected to drink and behave responsibly at all times.

**10.13** All Exco members are to uphold and support the Constitution and the By Laws of the club with particular reference to the conditions of the club liquor licence and corkage arrangement for special events.

**10.14** No ad-hoc / once off corkage arrangements may be agreed to by an Exco member without the consensus of at least the Commodore and one other Exco member.

**10.15** Any Exco member observing excess drinking, misbehaviour and or abusive language by a member is to report this to the committee in order that appropriate disciplinary or precautionary action is taken.



## CONCLUSION

These Bylaws can be changed by the Exco during an official meeting. Members are free to make suggestions regarding Bylaws in writing to the Exco through the LYC Manager.

The Bylaws are not intended to over regulate the LYC and depend heavily on the integrity of the LYC members. It is not only the duty of Managent to impose these bylaws but the responsibility of all our members.