



Vogelvlei Yacht Club By-Laws

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Revised by	James Magner
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PREAMBLE

Vogelvlei Yacht Club is a private amateur sailing club maintained for the benefit and enjoyment of all members.

In order to achieve this objective, it is necessary to have certain rules and regulations, to ensure the harmonious coexistence of our individual members. These rules and regulations are contained in the following documents:

- Club Constitution

And, as per Section 9.10 of the Club Constitution;

- Club By-Laws, which include;
 - By-law Appendix A – Site Aesthetics Guidelines
 - By-law Appendix B – Fire Awareness & rules

Failure to comply with the Constitution & By-Laws could render a Member liable in terms of Point 19 of the Constitution “Improper Conduct”.

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1. TERMS OF CLUB LEASE

The Club grounds are leased from the Department of Water Affairs and the following applies:

- 1.1. No shooting is allowed within the Vogelvlei area.
- 1.2. No fishing is allowed on Club Grounds.
- 1.3. Swimming is provided for at the Swimming Beach, it is not recommended to swim at the Launch Beach.
- 1.4. The only powerboats allowed will be official rescue crafts.
- 1.5. Fires will only be allowed at the official club braai area or at Sites with approved braai /fire places. All fires are governed by Appendix B – Fire Awareness & Rules
- 1.6. No pets may be brought onto Club Grounds.

2. SAILING, WATER ACTIVITIES AND BRIDGE

- 2.1. Bridge crews for regattas are filled by volunteers, should there be insufficient volunteers the Regatta will be adapted or abandoned at the decision of the Executive Committee portfolio member for BRIDGE.
- 2.2. All boats launched from club premises must carry sufficient buoyancy to support twice the weight of the crew plus 20%. Buoyancy may be built in or be in the form of properly secured air bags.
- 2.3. All dollies and trailers must be pulled clear (>5m) of the beach and out of the rescue craft slipway.
- 2.4. Non-competing boats must keep clear of the regatta course and competitors.
- 2.5. All persons will wear approved Life Jackets at all times while on the water regardless of the types of watercraft or activity.
- 2.6. When the “Q” flag is displayed, NO craft will leave the shore.
- 2.7. No persons other than bridge crews and Members of the Racing Committee will be allowed in the bridge whilst racing is in progress, nor are persons permitted beyond the fence on either side of the bridge or to climb the cliffs in front of, and to the sides of, the bridge.
- 2.8. No unauthorized persons shall be allowed on the bridge roof. Authorisation will only be given for relevant issues such as maintenance.
- 2.9. Tyres used by Members for the protection of boats on the beach shall be removed in the evenings and placed in the designated areas.
- 2.10. No Person may jump off the cliffs in front of the bridge.

3. RESCUE / SAFETY

- 3.1. The use, care and maintenance of rescue craft and equipment will be the responsibility of the Executive committee portfolio member for SAFETY.
- 3.2. The Inflatable Rescue Boat will, at all times, be fuelled and ready for emergency use by any competent member. It is expected that all Members become acquainted with the operation of this craft. The onus is on the member to request training from the Executive committee portfolio member for SAFETY.
- 3.3. Members must ensure that they, their children and any of their guests, do not tamper or play with the rescue craft or equipment.
- 3.4. During a Regatta the Club shall provide & prepare a ratio of 1 rescue craft for every 10 sail boats on the water, should there be insufficient rescue volunteers the regatta fleet will be cut to maintain the ratio, this decision rests with the Executive Committee Member for SAFETY.

4. CARAVAN / CABIN SITES & PARKING

- 4.1. A limited number of Caravan / Cabin sites are available to rent from the club on an annual basis as well as open parking sites for caravan storage.
 - 4.1.1. Guidelines for use Sites and permitted structures are governed by Appendix A - Site Aesthetics Guidelines.
 - 4.1.2. All Members who rent or who wish to rent a site, are to familiarise themselves with Appendix A.
 - 4.1.3. A site rental or lease agreement, which are the terms provided for in this document, are considered as in effect once an invoice has been issued to the member.
 - 4.1.4. Sites are rented at the owner's risk.
 - 4.1.5. Sites may not be sublet.
 - 4.1.6. Sharing of sites is allowed by mutual agreement between members. Sites will be invoiced and issued to one Member only. Sharing a site does not constitute a right to transfer the site, see section 4.2.4.
 - 4.1.7. No site may be used for permanent accommodation, longer than 2 consecutive months per 12 month period.

4.2. Application for a Site

- 4.2.1. Application for a Site must be done in writing to the SECRETARY.
- 4.2.2. Only Members who are in good financial standing with the club (Club Constitution section 7) may apply for, or renew, seasonal rent of a caravan site.
- 4.2.3. Probationary Members (Club Constitution 4.1.10);
 - A. Can not be placed on the Site Waiting List but may temporarily rent a vacant site or parking.
 - B. Are not eligible for Family Transfer.
 - C. May not lease sites where structures will need to be purchased from an existing member.
 - D. May not erect structures.
 - E. Who forfeit their Membership during the probationary phase will forfeit their their temporary site or parking.
- 4.2.4. Sites will only Transfer via the Site Waiting list, Section 4.3, or, via Family Transfer Section 4.4.
- 4.2.5. Only Members who actively participate in Club activities will be allowed to apply for a site, or renew site rental see Club Constitution section 3.5 - Commitment. The Terms of revoking such rental shall be set by the Committee on a case by case assessment.

4.3 Transfer of Sites via a waiting list

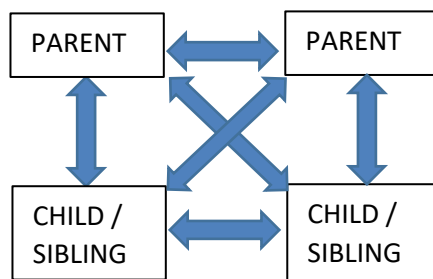
- 4.3.1 A site Waiting List as well as a list of all site numbers and tenants is maintained by the Executive Committee portfolio member for SITES AND SHEDS.
- 4.3.2 Members may request to be placed on the Site Waiting List with the intention to wait for a preferred / specific site to become available which must be made clear and duly noted by the Sites and Shed portfolio Committee Member.
- 4.3.3 When a site becomes available it is offered to the Member at the top of the waiting list by way of First Refusal with the condition that the member will have no more than 2 weeks to exercise

this right to accept or refuse the site on offer. If that Member does not want the site, it is offered to the second Member on the list, this method of Top Down consulting will continue for the entire list. If no Member on the list wants the site, then the site remains vacant until specific interest is shown by a Member on the Waiting List, at which time the same process of top down consultation & first refusal is followed.

- 4.3.4 Should the site on offer have any structures on it the purchase price will be decided by the selling Member and the same price will be offered to all eligible Members who are on the Site Waiting List, if a discount is offered at a later date then the same discount must be offered to all Members on the list by way of section 4.3.3.
- 4.3.5 Transfer of ownership of structures and financial transactions will be between the seller and purchaser and a 100% upfront payment must be forthcoming and simultaneous to site transfer on the club records. The existing Member occupying the site will be liable for site fees until the transfer of the site has been confirmed on club Records by way of written confirmation of the selling Member.
- 4.3.6 Members may be expected to remove all structures to enable the transfer of a site to a member on the waiting list should the member on the list not wish to purchase the structure. The cost of removal shall be borne by the Member vacating the site. Structures can be dismantled and sold to another site.
- 4.3.7 The site waiting list will remain in effect and will not change unless a Member;
 - A. Accepts an offered site, in which case they will be removed from the list.
 - B. If they request in writing to the Club Secretary to be removed from the list.
 - C. Are not in good financial standing with the Club, as per Club Constitution section 7, in which case they will be removed from the list.
 - D. Are not an active Member as per section 4.2.5, in which case they will be removed from the list.

4.4 Transfer of a site between Family

- 4.4.1 Transfer between direct family members is at the discretion of the Committee by majority vote to proceed.
- 4.4.2 Family transfer can proceed before consulting the waiting list, provided the entirety of Club By-Laws Section 4.4 is adhered to, failing which the site will be offered to the Site Waiting List as per section 4.3 of these By-Laws.
- 4.4.3 Club By-Laws section 4.2 applies to Family site transfers.
- 4.4.4 Transfer between direct family members will only be considered by the following flowchart:



- 4.4.5 Caravan sites may only form part of a Will or Estate if inherited to an existing club Member who is a Direct Family Member of the deceased (see 4.4.3) who may apply for transfer to their name by way of Family Transfer (4.4)

- 4.4.6 There will be no rebate / refund on seasonal fees paid, the Family Member who receives the site will benefit from the paid up rent till the end of the paid season after which they will be invoiced.

4.5 Payments and Fees for Sites

- 4.5.1 Site fees are payable with, and simultaneous to, Membership fees as per Club constitution section 6.
- 4.5.2 Guests of Members are welcome to stay overnight at a nominal fee payable at the Bar or EFT before arrival. This is inclusive of both camping and sleeping inside a Members caravan. There is no fee for day visitors.
- 4.5.3 No member shall be allowed to occupy a caravan site/boat shed without proper authorization by the Executive Committee and payment has been received.
- 4.5.4 Members who resign and who are fully paid up for the season retain the use of their Site for the remainder of the sailing Season, at which time the Site will become vacant and offered to the Site Waiting List.
- 4.5.5 Members who are not in good financial standing with the Club (as per Club Constitution section 7) and who have had their membership revoked, or members who voluntarily cancel their membership who owe money to VYC, will be sent a final demand letter to the Members last know email address to claim the outstanding fees, if outstanding fees are not paid within 30 days from date of email then all assets on Club grounds will be seen as being abandoned and donated to the Club.
- 4.5.6 Members who have had their Membership or Site lease cancelled by the Club will receive written notice and will have one month to either sell, or remove, all structures and caravans. Any other change to this timeline must be agreed in writing and will be to the discretion of the Committee. Caravans or structures not removed or sold within the agreed time frame will be seen as being abandoned by the Member.

5. **BOAT SHEDS / BOAT PARKING**

- 5.1. A limited number of boat sheds, boat parking are available to rent from the club on an annual basis.
 - 5.1.1. Boat storage at the club is at owner's risk.
 - 5.1.2. Boat Sheds and parking's may not be sublet.
 - 5.1.3. Members renting sheds may only store boating equipment.
 - 5.1.4. Shed / Parking / Mooring lease agreement, which are the terms provided for in this document, are considered as in effect once an invoice has been issued to the member.
- 5.2. Application for a Boat Shed or Boat Parking
 - 5.2.1. Application for a boat shed or parking must be done in writing to the SECRETARY.
 - 5.2.2. Only Members who are in good financial standing with the club (Club Constitution section 7) may apply for, or renew, seasonal rent of a boat shed or parking.
 - 5.2.3. Probationary members (Club Constitution 4.1.10)
 - A. May not apply for a boat shed by being placed on the waiting list
 - B. May rent boat parking.

- C. Who forfeit their Membership during the probationary phase must remove their asset from Club Grounds.
 - 5.2.4. Only Members who have applied for a Shed and who are on the Shed Waiting List can obtain occupancy of a shed by way of being offered a shed that is, or becomes, available.
 - 5.2.5. Members may request to be placed on the Shed Waiting List with the intention to wait for a preferred / specific shed to become available which must be made clear and duly noted by the Sites and Sheds portfolio Committee Member.
 - 5.2.6. Only Members who actively participate in Club sailing will be allowed to apply for a Shed / Parking, or renew rental, this being subject to seasonal review by the Executive Committee. Non-sailing members will be issued a letter during the sailing season informing them of their inactivity. The Terms of revoking such rental shall be set by the Committee on a case by case assessment.
- 5.3. Transfer of boat sheds and parkings via a waiting list
- 5.3.1. A Shed Waiting List, as well as a list of all Shed numbers and tenants, is maintained by the Executive Committee portfolio member for SITES AND SHEDS.
 - 5.3.2. When a Shed becomes available it is offered to the Member at the top of the waiting list by way of First Refusal with the condition that the member will have no more than 5 days to exercise this right to accept or refuse the shed on offer. If that Member does not want the shed, it is offered to the second Member on the list, this method of Top Down consulting will continue for the entire list. If no Member on the list wants the shed, then the site remains vacant until specific interest is shown, at which time the same process of top down consultation & first refusal is followed.
 - 5.3.3. The Shed waiting list will remain in effect and will not change unless a Member;
 - A. Accepts an offered shed / parking, in which case they will be removed from the list.
 - B. If they request in writing to the Club Secretary to be removed from the list.
 - C. Are not in good financial standing with the Club, as per Club Constitution section 7, in which case they will be removed from the list.
 - D. Are not an active sailing Member as per section 5.2.6, in which case they will be removed from the list.
- 5.4. Transfer of a boat shed or parkings between Family is not allowed
- 5.5. Payments and Fees
- 5.5.1. Boat shed and boat parking fees are payable with, and simultaneous to, Membership fees as per Club constitution section 6.
 - 5.5.2. No member shall be allowed to occupy a boat shed or parking without proper authorization by the Executive Committee and payment has been received.
 - 5.5.3. Members who resign and who are fully paid up for the season retain the use of their Shed or boat parking for the remainder of the sailing Season, at which time the Shed or parking will become vacant and offered to the Shed Waiting List.
 - 5.5.4. Members who are not in good financial standing with the Club (as per Club Constitution section 7) and who have had their membership revoked, or members who voluntarily cancel their membership who owe money to VYC, will be sent a final demand letter to the Members last know email address to claim the outstanding fees, if outstanding fees are not paid with-

in 30 days from date of email then all assets on Club grounds will be seen as being abandoned and donated to the Club.

- 5.5.5. Members who have had their Membership or Shed lease cancelled by the Club will receive written notice and will have one month to either sell, or remove, their boat/s. Any other change to this timeline must be agreed in writing and will be to the discretion of the Committee. Boats not removed or sold within the agreed time frame will be seen as being abandoned by the Member.

6. CLUB EMPLOYEES

- 6.1. The Club employs a Groundskeeper who lives onsite in the cottage at the top gate. The Groundskeeper is responsible for the basic upkeep, cleaning and maintenance of the Club common grounds and facilities. The groundskeeper's regular duties do not extend to cleaning member's personal sites and boats.
- 6.2. The Groundskeeper reports to, and receives instructions from, the Executive Committee Member responsible for the HOUSE AND GROUNDS Portfolio or appropriate appointed person. General Members must contact the House and Grounds portfolio Member and may not instruct / force the Groundskeeper directly into a task.
- 6.3. Any Member or person wanting to donate something to the Groundskeeper must have permission to do so via the Committee Member responsible for the HOUSE AND GROUNDS.
- 6.4. The Groundskeeper is instructed to not solicit work in exchange for pay from Members.

7. WATER SUPPLY

- 7.1. Member's attention is drawn to the fact that the water supply at the club is not suitable for human consumption.
- 7.2. If weather conditions do not permit pumping, sites and lawns are not to be watered. See Appendix A for additional clarification.

8. COMMUNICATIONS AND MEDIA

- 8.1. Official communications to members shall be sent via email to the email address known by the club, the onus is on the member to inform the SECRETARY should their email change for any reason.
- 8.2. Communications as per the Constitution via the "Club Notice Board" shall be considered complete when posted to the digital Notice Board (WhatsApp or chosen alternate platform) and to the Members known email address.
- 8.3. The Club Secretary will maintain and run a digital Club Chat Group (WhatsApp or chosen alternate platform), all members may use and communicate on this platform with information relevant to the Club. Communications are to be concise, polite and relevant. Disagreements or varying opinions of an impolite manner are not acceptable on the Group chat Platform. Members must not send excessive spam or data (photos/videos/documents) to this group irrespective of the contents. Inclusion in this Chat Group is optional, however all Members will be automatically added upon becoming a Member.
- 8.4. The Committee will use the above mentioned Digital Chat Group and Notice Board for communications, information and newsletters.
- 8.5. The Club Secretary will maintain and run the Club Website and Social Media Pages for the benefit of Members and marketing.

- 8.6. Members who mention / Tag the Club on any Social Media platform may not bring the Clubs name into disrepute while doing so, this includes tags on their own Personal Social Media Pages.
- 8.7. VYC will comply with all POPI obligations to protect the personal information against unauthorized and unlawful access and will store the information securely for the purpose for which it was collected. Members consent to VYC to process their personal information voluntarily and unconditionally for the purpose of record keeping, marketing and communication.

9. SAFE GUARDING

- 9.1. Sailing South Africa and VYC are aligned to the national Safeguarding Policy for vulnerable persons within our sport with the aim to create an environment that protects all members from harassment, bullying and abuse. All Members and their guests are expected to adhere to the National Safeguarding Policy, rules, guidelines and obligations, VYC will not hesitate to escalate issues of abuse, bullying and harassment, no matter how minor, to the Provincial Safeguarding Officer which may result in a criminal record of the offender.

10. GENERAL

- 10.1. The Club is situated in a nature reserve and we draw you attention to the risk of wild fauna, especially Snakes. Remain vigilant at all times and educate your children to the danger.
- 10.2. The Club is remote and 30min away from the nearest medical help, we recommend you familiarise yourself with the nearest Emergency services and contact details.
- 10.3. Motor vehicles may only be parked in the defined areas, and may not drive on maintained lawns without approval.
- 10.4. Do not block roads / sheds / garages with vehicles, boats, trailers, dollies or equipment.
- 10.5. Day visitors may use defined parking available at the Club House.
- 10.6. The speed limit on the club site is 10 (ten) km per hour.
- 10.7. No articles, notices, letters or communications may contain the "CLUB LOGO" without prior approval of the Executive Committee.
- 10.8. Application forms for membership are obtainable from the SECRETARY and may be reviewed on a season basis.
- 10.9. No flowers/shrubs or trees may be removed/cut down without committee approval.
- 10.10. Members and their visitors are to remove their rubbish from the Club grounds after each visit. Failure to do so, could result in the Committee levying a fine to defray the cost of removing the rubbish. The Committee will rule on the applicable fine / fee.
- 10.11. Members are requested to give due consideration to other Members in respect of noise pollution from radios, audio devices, televisions etc. at all times. Such device volume must be kept to a minimum between 22h00 and 07h00 unless a special function has been organized by the Club.
- 10.12. Gate keys will be issued on receipt of a non-refundable deposit, the value of which will be decided by the Executive Committee. The same key will allow access to the Male and Female Ablution facilities, if locked.
- 10.13. A cellular "Gatekeeper" automatic gate system is in operation at the top gate near the Groundskeepers Cottage. This system is both convenient in that it is keyless and added security in that it logs the access data of the gate. The onus is on the member to inform the Secretary if their cellular phone number is changed 7 days prior to needing access. Members may not block the "beam" to prevent the gate from closing without prior consent from a member of the executive Committee.

11. LIABILITY:

The right of admission is reserved. All persons entering Club Grounds do so entirely at their own risk. The Club nor its affiliates, employees, representatives or contractors accept no liability or responsibility, including costs between attorney and client, which the said club may be adjudged or obliged to pay for injury, harm, death, loss or damage to person or property, whether arising from negligence or otherwise. All Members, as well as their guests and family members, acknowledge all foreseeable risks that may arise from the activities that they partake in.

12. CONCESSIONS AND AMENDMENTS

- 12.1. No concession, indulgence or latitude which the Club or Committee intentionally or inadvertently grants to any Member shall constitute a novation or variation of these ByLaws or any waiver of the Clubs rights hereunder or create any estoppel against the Club, its Constitution, or Bylaws.

- 12.2. All changes to these Bylaws shall be published to all Members via email and Notice Board and shall be adopted (14) fourteen days after the posting thereof. Any objections thereto must be in writing and addressed to the SECRETARY. Objections that are received within the 14 day period will be debated by the Executive Committee and a written response / final decision will be sent to the objecting member. See Club Constitution point 9.10.

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