

Swansea Yacht & Sub Aqua Club.
Berthing rules , Regulations and Bye laws.

1. Owners and berth holders, their guests and crew shall observe and follow the rules and regulations of the Associated British ports authority and the Swansea city council affecting the impounded river the Tawe barrage and the approaches to Swansea docks. The owner's guest and crew agree to indemnify the Club against all actions, suits, losses, damages, claims or demands which may arise in consequences of the breach or failure to observe, perform and abide by such bye laws, rules and regulations.
2. All owners' vessels must obey the signals and instructions of Associated British Ports to ensure the safe movement of commercial shipping using the docks entrance and shipping fairways. Traffic using the commercial docks shall have priority at all times.
3. The Club Berthing Master must be obeyed at all times for the efficient running of the marina.
4. No sewage, oil, petrol or contaminated bilge water or other pollution is allowed to escape into the Club marina, river or dock.
5. Bathing within the marina is prohibited.
6. The Club year for berthing shall run from the 1st March to the 28th February.
7. (a) Catamarans will be charged at one and half times their length. (i.e. For a catamaran with a beam over 14'.)
(b.) The standard charge for private users is by length of boat inclusive of VAT. Minimum length applies.
8. Berthing licences will be issued at the start of occupation and last until the member resigns their berth.
9. Vessels may not be used as living accommodation during the month of February.
10. Berthing licence agreements duly entered into and paid for will be given the berthing facilities to keep a vessel of the agreed dimensions in the Club berth.
11. The vessels name or that of its owner must be exhibited so as to be visible from the pontoon to which it is moored.
12. The Club provides moorings for sea going craft only. The owner accepts full responsibility for the seaworthy condition of the vessel and maintaining the vessel in such condition.
13. Harbour/Tawe lock dues payable to ABP and Swansea City Council on all vessels will be collected by the Club and shown separately in the Club accounts and payable to the authorities on the owner's behalf.
14. All persons, sub-contractors or companies carrying out work on any vessel at the Club marina premises or hard standing area shall maintain third party insurance in respect of themselves and their employees for an appropriate sum of money.
15. Electricity is supplied for non domestic use only.
16. Barbecues or any other form of cooking on pontoons is strictly forbidden.
17. Berth holders cannot Sub-let.
18. All vessels in or on the Clubs pontoon or other area may be moved by the Club.
19. (a) The Club shall not be liable whether in contract, tort or otherwise for any loss, theft to any other damage of whatsoever nature or other property of the owner or others claiming through the owner except to the extent that such loss, theft or damage may be caused by the negligence or wilful act or those for whom the Club is responsible.
(b). The owner shall indemnify the Club against all loss, damage, costs, claim or proceedings incurred by or instituted against the Club or its servants or agents which may be caused by the owners vessel or vehicle or by the owner his servants, agents crew, guests or sub-contractors except to the extent that such loss, damage, cost, claims or proceedings may be caused by the negligence or wilful act of the Club or those whom it is responsible.
(c) The owner shall maintain third party insurance in respect of himself and each of his vehicles or vessels, his crew for the time being and his agent's visitors, guests and sub-contractors in a sum not less than £1,000,000.00p in respect of each accident or damage and in respect of each vessel adequate salvage insurance. Such insurance shall be affected and maintained in an insurance office or reports that the owner shall produce the policy or policies relating to the Club on demand.
20. No part of the marina or of any vessel or vehicle while situated therein or thereon shall be used by the owner for any full time commercial purposes.
21. Within 7 days of any sale, transfer or mortgage of any vessel which is subject to this licence granted to the owner by the Club subject to these conditions, the owner shall notify the Club of the name and address of the purchaser, transferee or mortgagee as soon as the case may be.
22. Berths are not transferable.
23. The Club has the right to exercise a general lien upon any vessel and /or the property of the vessels owner whilst it is on the marina premises until such time as any money due to the Club in respect of the vessel and /or other such property whether on account of rental, storage, commission, access or berthing charges, work done or otherwise shall be paid.
24. (a) The Club shall have the right without prejudice to the other rights to these conditions by the owner) to terminate the licence granted to the owner in the following manner in the event of any breach by the owner of the conditions any failure by the owner to make any payment due to the Club. If the breach is capable of remedy or the owner has failed to make any such payment the Club may serve notice on the owner specifying the breach or the failure to pay and requiring him to remedy the breach or pay the amount within 14 days or if the 1reach is not capable or remedy the Club may serve notice on the owner specifying the breach or failure to pay (when not already specified) and requiring him to move the vessel within 28 days. At the expiration of which the owner shall remove the vessel and any other property of his from the Clubs marine, property or premises. The Club shall refund to the owner the unexpired portion of the annual fee (disregarding any discount given) subject to a right of sale off in respect of any damage suffered by it and/or other monies owing as a result of any of the matters giving the Club the right to terminate the licence.
(b) When no date of termination has been agreed between the parties the Club or the owner may terminate the licence granted to the owner by giving the other 28 days notice of such termination at the expiration of which the owner shall remove the vessel from the Clubs marina and premises or property.
(c) If the owner fails to remove the vessel on termination of the licence (whether under this condition or otherwise) the Club shall be entitled,
(i) To charge the owner with the rental which would have been payable by the owner to the Club if the licence had not been terminated for the period between termination of the licence and the removal of the vessel from its marina and premises and property and/or
(ii) At the owner risk (save in respect of the loss or damage caused by the Clubs negligence during such removal) to remove the vessel from its marina and premises and there upon secure it elsewhere and charge the owner with all costs arising out of such removal including alternative berthing fees.
25. In all cases where contract of hire or licence to occupy any mooring, berth, storage space, property or facilities may be lawfully terminated by notice, the same shall be deemed to be lawfully served if served personal on the owner or sent by registered delivery service to the last known address in the United Kingdom of the owner or to the principal place of business of the Club.
26. (a) Vessels stored at seasonal rates ashore or in mud berths will be launches or put afloat as near to the seasonal period as in the Clubs opinion to tide, weather conditions and available facilities permit and in such sequences as to avoid moving other vessels for the purposes and also so as to make the most economical use of the facilities at the Clubs disposal.
(b) At the owner request the Club will if possible launch his vessel at any suitable tide and weather conditions.
- 27 (a) Any vessels or other goods left at the Clubs marina or premises are subject to the provisions of Torts (interference with Goods Act 1977, which confers on the Club as bailee a right of sale exercisable in certain conditions. Such sale will not take place until the Club has given notice to the owner or has taken reasonable steps to trace him in accordance with the Act. A similar right of sale shall also arise when any vessel or other goods of which the Club is not a bailee are left at the Clubs marina or premises.
(b) Any obligation of the Club towards vessels or goods left at its marina or premises and upon the expiry or lawful termination of the grant to the owner of facilities in respect of such vessels or goods and the Club accepts no responsibility for the loss or damage to any vessel or goods insofar as such loss or damage is caused by the negligence of the Club or those whom the Club is responsible.
28. If in the Club's opinion such be necessary for the safety of the vessel or for the safety of other users of the marina or premises or for their vessels or for the safety of the Club's marina, premises, paint or equipment the Club shall have the right to moor, re-berth, move, board enter or carry out any emergency work on the vessel and except to the extent that such mooring, re-berthing, movement, boarding, entering or emergency work arises from the negligence of the Club or those for whom the Club is responsible, the Club's reasonable charges therefore shall be paid by the Owner.
29. Unless he has the Club's prior consent the owner shall not lend or transfer the berth (this licence being personal to the Owner relating to a particular vessel and non-assignable) nor shall he use the berth for any other vessel.
30. Vessels shall be berthed or moored by the Owner in such a manner and position as the Club may require and unless otherwise agreed the necessary warps and tenders shall be provided by the Owner.
31. Nothing in the licence shall entitle the Owner to the exclusive use of a particular berth.
32. Any persons using any part of the Club's marina premises or facilities for whatever purposes and whether by invitation or otherwise do so a their own risk, unless any injury or damage to person or property sustained within the Club's marina premises or facilities was caused by or resulted from the Club's negligence or deliberate act or that of those for whom the Club is responsible.
33. (a) When leaving the marina take great care and give way to vessels leaving Swansea Yacht Haven lock. Check their movements on channels 18 and 80.
(b) No vessel when entering or leaving or manoeuvring in the harbour shall navigate at such a speed or in such a manner as to endanger or inconvenience other vessels in the harbour. Vessels are at all times subject to the speed restrictions and by-laws of the marina, navigation or other authorities. Maximum speed for all craft is 4 knots.
34. No noisy, noxious objectionable engines, radio or other apparatus or machinery shall be operated within the marina or premises so as to cause any nuisance or annoyance to the Club or to any other users of the marina or premises or to any person residing in the vicinity, and the owner undertakes for himself, his guests and all using the vessel that they shall not behave in such a way as to offend the aforesaid. Halyards shall be secured so as not to cause nuisance or annoyance.
35. No refuse shall be thrown overboard or left on the pontoons, jetties or car parks or disposed of in any other way than in the receptacle provided by the Club or by removal from the Clubs marina or premises.
36. Dinghies, tenders and rafts shall be stowed aboard the vessel.
37. Owners and their crew are required to park their motor vehicles in such a manner as shall from time to time be directed by the Club.

38. No unauthorised or unapproved work or modifications to be made to pontoons or walkways.
39. No items of boats, gear, fittings or equipment supplies, stores or the like shall be left upon the pontoons, jetties or car parks.
40. The owner shall take all necessary precautions against the outbreak of fire in or upon his vessel and the owner shall observe all statutory and local regulations relevant to fire prevention (if any) which shall be exhibited at the offices of the Club. The owner shall provide and maintain at least one fire extinguisher of a governmentally approved or BSU1 standard type and size in or on the vessel fit for immediate use in case of fire. Owners shall not refuel vessels in the marina other than in the Clubs refuelling berth.
41. The Club reserves the right to introduce regulations which relate solely to the administration of the Clubs marina and premises and which are not inconsistent with those conditions, and to amend such regulations from time to time. Such regulations and any amendments to them shall become effective on being displayed on the Clubs notice board or other prominent place at the Clubs premises, and the Club shall have the same rights against the owner for a breach of the regulations as for a breach of these conditions.

Bye Laws.

These bye-laws are in addition to and should be used in conjunction with the club Rule Book, Mooring Regulations and the Marina and boat yard guide which shall form part of these bye-laws except that items marked with an Asterix therein are advisory only. The Bye-Laws may be amended, or added to from time to time. Updated Bye-Laws will be permanently attached to the Official Notice board.

1. Berth holders are entitled to use the yard and slipway according to the advertised conditions. A copy is available on request.
2. Commercial contractors crane hire operators etc are not allowed in the yard except with the prior consent of the yard management, bosun or berthing committee. Commercial fees are by prior agreement.
3. The Executive committee may at its discretion add 10% to any outstanding account after due notice has been given.
4. The committee reserve the right to fine any member in serious default of these bye laws to any amount up to a maximum of £50 for each offence, and or suspension of mooring rights.
5. After 6 months, at the Committee's discretion, a member may be asked to remove his/her boat from the yard.
6. Charges must be paid in advance or immediately on request
7. Non Berth holders (Club members) are allowed to use the boatyard or slipway according to the advertised charges and conditions.
8. Launching and recovery of boats has priority – no other use is allowed whilst in progress.

Marina and Boatyard.

1. Berths are supplied subject to conditions as shown on the Berthing agreement, and Marina and boatyard guide and regulations.
2. Berths may not be loaned or sublet.
3. Berth holders are required to provide the club office with their current telephone number(s) so that the club may contact them in an emergency.
4. Berth holders may nominate another member as an Agent, one who has keys and the necessary knowledge to gain access, operate the engine, pumps, stopcocks etc., and move the vessel if necessary in an emergency.
5. The Club reserves the right to move a vessel and/or gain entry to a boat in the case of an emergency, to carry out emergency work on a vessel and recover any reasonable costs from the owners(s).
6. All vessels must be sufficiently insured, including Third Party Insurance of not less than £1,000,000 and Fire and Theft up to the value of the vessel. The vessel must be kept secure, whether afloat or stored ashore.
7. The Club accepts no responsibility for any loss or damage to any vessel and all use of the Club's facilities shall be at the owner's risk.
8. Berth holders shall not operate noisy engines, radios, or other equipment so as to cause nuisance. Berth holders are responsible for the good behaviour of all persons aboard the vessel or within the marina and boatyard.
9. Halyards shall be secured so as not to cause annoyance or nuisance.
10. The Berth holders and skipper shall comply with all reasonable directions given by the Berthing Master, Boatyard Manager or Bosun.
11. All vessels must observe a 4 knot speed limit within the Club marina, river, lock and fairway, and such rules for the prevention of collisions as may be required by any competent authority having jurisdiction over these waters. This includes inflatables and tenders.
12. Notwithstanding rule 11 all vessels must travel at a speed that does not cause excessive wash.
13. Members are entitled to use the yard, facilities and slipway in accordance with these rules and subject to the advertised charges and conditions.
14. Charges must be paid in advance, or immediately on request.
15. Berths are supplied subject to conditions as shown on the Annual Berthing Agreement and the Bye-laws.
16. Berths may not be loaned or sub-let.
17. The Committee reserves the right to fine any member in serious default of these Bye-laws to any amount up to a maximum of £50 for each offence, and/or suspend the use of the mooring.
18. The Club may set a scale of charges for access to Commercial Contractors to the boatyard and marina.

Boatyard Usage

1. All boatyard movements (other than trailed vessels) and space allocations must be authorised by the Boatyard Manager or Bosun.
2. Permission must be obtained before vessels, other than trailed vessels are taken into or removed from the yard.
3. Members working in the boatyard must adopt safe working practices.
4. Electric equipment and leads must be maintained in a safe condition.
5. All vessels must be supported by a suitable and safe cradle or supports supplied by the boat owner and at the owner's risk.
6. The owner or his agent must check all cradles and/or supports at the time of emplacement.
7. Dinghies, trailers, etc., must be marked with the parent boat or owners name and kept securely locked.
8. Valuable equipment must be removed from all vessels stored in the boatyard.
9. The boatyard and slipway are to be left clean and all waste disposed of appropriately.
10. All ladders and steps are to be removed from site or secured with a padlock and chain so as to prevent unauthorised use or access to vessels.
11. Users are responsible for their own safety and have a duty of care for the safety of other persons in the boatyard or on the slipway.
12. Vehicles must not be brought into the boatyard without the permission of the Bosun or Boatyard Manager unless launching or recovering a trailed boat.
13. Owners vehicles must be parked in the club car park.
14. The Committee may request the removal of any vessel, trailer, cradle or other items stored in the boatyard.
15. The launching and recovering of boats by the Club has priority over all other activities.
16. The public waterside foot path (right of way) must be kept clear at all times. This is marked by the cobble set area along the riverside and across the slipway.
17. No items of boats, gear fittings, or equipment, supplies etc., shall be left in the boatyard, car park or on the marina pontoons.
18. Commercial contractors, including transport and crane operators must obtain the Boatyard Manager or Bosun's prior consent and pay any charges as set out in the boatyard advertised charges.
19. The slipway is to be used for the launching and recovery of vessels only. The wedge trolley, rails or cable must not be obstructed.
20. Drying out may only be undertaken with prior permission from the Bosun or Boatyard Manager.

Rubbish and Waste

1. No sewage, oil, petrol, contaminated bilge water, or other pollution shall be discharged into the marina, river, lock or deposited on the pontoons, in the boatyard, slipway or car park.
2. Mixed garbage is to be placed in plastic bags, compressed where possible and placed in the bins provided or taken home.
3. Waste oil is to be placed in the provided oil container in the boatyard.
4. Mixed oil and water waste is to be removed from the site.
5. Waste batteries must be removed from site.
6. It is the member's responsibility to arrange for the safe disposal of any other waste that the member cannot personally remove from site.
7. The Club will recover the costs of disposal of member's waste not disposed of in the manner required by the Bye-laws from the member.

Marina.

1. The marina bridgehead gate must be locked at all times and must not be left open.
2. No person is to be admitted onto the pontoons unless they are personally known to the person allowing them access.
3. Vessels shall be berthed or moored in such a manner and position as the Club may reasonably require.
4. Mooring ropes must be adequate to hold boats in all conditions and secured so as to prevent damage to adjacent boats.
5. The Berth holder or his agent must check boats and their moorings at least once per week.
6. Tenders, dinghies, life rafts etc; must be marked with the vessels name and stored aboard the vessel.
7. Nothing may be fixed, modified or attached to the marina without the express permission of the Bosun Berthing Master.
8. The electricity sockets (apart from the berth holder's private supplies) may only be used during day light hours. Electric cables may not be left connected when not in use.
9. Club trolleys are to be returned to the bridge head after use and may not be taken outside of the Club property.
10. Dogs must be kept on a lead at all times and must not be permitted to foul the walkways. Owners are responsible at all times for the actions of their pets.
11. Refuelling of boats is only permitted on the designated refuelling pontoon.
12. Barbecues or any other form of cooking on the pontoons re fingers is strictly forbidden.