



RQYS Marina Limited  
& RQYS Nominees Pty Ltd  
LIVE ABOARD POLICY

2024

## **1. BACKGROUND**

- 1.1 The Royal Queensland Yacht Squadron (RQYS) Marina Limited & RQYS Nominees Pty Ltd operates a 597-berth marina under the terms of a Head Lease from the Department of Transport. The head lease places certain restrictions on activities within the marina precinct including the number of permitted 'live aboard' members.
- 1.2 Under the terms of the Head Lease, the number of vessels that may have a 'Live Aboard' is capped at 8% of the total number of berths. Future decisions by our landlord, the Government, are subject to change and if occur, RQYS cannot guarantee such a situation will always be available.
- 1.3 'Live Aboard' members must abide by the RQYS Marina Rules & Regulations.

## **2. DEFINITION**

- 2.1 A 'Live Aboard' is defined as a person whose primary place of residence is onboard a vessel.
- 2.2 a member qualifies as a "Live Aboard" if, despite having a primary residence elsewhere, consistently spend a minimum of four (4) consecutive nights over a seven (7) day period or as determined by the Marina Manager. Proof of alternate residence may be required, as in a rates notice or other suitable form of identification.

## **3. RELEVANT DOCUMENTS & POLICIES**

- 3.1 RQYS Constitution
- 3.2 RQYS Parking Policy
- 3.3 RQYS Contractors & Trade Access Policy
- 3.4 House Rules & Policy – Manly Premises and RQYS Canaipa (House Rules & Policy)
- 3.5 RQYS Marina Rules & Regulations

## **4. APPROVAL TO LIVE ABOARD**

- 4.1 No occupier of any berth shall permit himself or any other person or persons to live on board a vessel while moored in the Marina without the specific approval of the Marina Manager
- 4.2 Any such approval by the Marina Manager shall be dependent upon and subject to the Head Lease Department of Transport and Main Roads as detailed at Paragraph 1.2.
- 4.3 Permission to use vessels as places of permanent residency is not guaranteed and may be reviewed from time to time.
- 4.4 A Liveaboard may be re-instated after 30 days of ending their former permanent liveaboard agreement.

## **5. SQUADRON MEMBERSHIP**

- 5.1 All persons (including minors 6 years and older) defined as a 'Live Aboard' in paragraph 2 of this policy are required to be members of the Squadron in the appropriate category.

## **6. LICENSED PREMISES**

- 6.1 The Squadron is a licensed premise as defined in the Queensland Liquor Licensing Act, access to the licensed areas of the club is defined in the RQYS House Rules & Policy.

## **7. VISITORS**

- 7.1 It is recognised that from time to time that 'Live Aboard' members will entertain non-members (visitors) onboard their vessels.
- 7.2 Visitors that are only attending the 'Live Aboard' vessel shall be met by the 'Live Aboard' outside the internal gates, escorted to the 'Live Aboard' vessel and are the responsibility of the 'Live Aboard' whilst on Squadron grounds.
- 7.3 Visitors to 'Live Aboard' vessels are not permitted vehicle access into the grounds. Visitors may park their vehicles in the visitors' car park to the right of Flagship Drive.
- 7.4 Visitors to 'Live Aboard' vessels are permitted access to the licensed areas of the club only in accordance with RQYS House Rules & Policy and must be signed in at reception.

## **8. PERMANENT LIVEABOARD FEES**

- 8.1 Liveaboard fees are invoiced monthly and two (2) weeks' notice is required to exit the permanent liveaboard agreement.
- 8.2 Liveaboard fees are not prorated and charged per month.

## **9. ATTACHMENT**

- 9.1 Attachment 1 – RQYS Code of Behaviour – Live Aboard Vessels

**ATTACHMENT 1 - RQYS CODE OF BEHAVIOUR- LIVE ABOARD VESSELS**

**I confirm** that my attention has been drawn to the RQYS Marina Rules and Regulations and Liveaboard Policy as displayed on the Marina Office Notice Board and I am aware that all persons living on board must be members of RQYS.

**I agree** to be bound by and at all times to observe all such rules and regulations, in particular, but not limited to, the following :-

**SAFETY**

- (i) My vessel is and will continue to be maintained in accordance with seamanlike practice, and in such condition that it will not become unsightly or dilapidated or reflect unfavourably on the general appearance of the marina.
- (ii) I will ensure that the walkways and pontoons adjoining my vessel will be kept clear of gear and lines, and will be kept tidy at all times.
- (iii) My vessel will be moored so that no part of my vessel or of any attachments will extend over or obstruct any walkway or pontoon, or into any adjoining marina berth.

**CARE, CONSIDERATION, CLEANLINESS**

- (i) I will not permit any unauthorised discharge from marine toilet(s) on my vessel into the waters of the marina.
- (ii) I will not permit any laundry or any item of a personal nature to be hung out to dry or to air, in public view, from my vessel.
- (iii) I agree to use my best endeavours to keep the noise emissions on my vessel to a level either equivalent to or below the adjoining residential area levels.
- (iv) I agree that I will not have any pets living on board

Owner/ Skipper/Person in Charge \_\_\_\_\_

Vessel Name \_\_\_\_\_

Date of Arrival \_\_\_\_\_ Proposed Date of Departure \_\_\_\_\_

Marina Berth No. \_\_\_\_\_ Holding Tank Yes/No

Name of all persons living on board:

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signed by Owner / Skipper / Person in Charge \_\_\_\_\_