

**SUGARLOAF SAILING CLUB INC.**

Reg. No. A0023112K



## Boat Storage By Law

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Implementation Approval:

Name: Phillip Johnstone

Title: Commodore

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# SUGARLOAF SAILING CLUB INC.

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## 1. PURPOSE

The purpose of this By-Law is to define the terms and conditions for the storage of member's boats at Sugarloaf Sailing Club.

## 2. TERMS AND CONDITIONS FOR BOAT STORAGE

- a) Sugarloaf Sailing Club allows Members to store nominated boat/s and its associated equipment (including trailer) on Club premises subject to payment by the member of the annual membership fee and the storage fees for each year by the due date and compliance with the other terms of this By-Law.
- b) Member's boats stored at the Club must comply with the Club's licence with Melbourne Water for use on Sugarloaf Reservoir.
- c) Payment of the storage fee entitles the Member to the use of storage space on the Club premises, as directed by an officer of the Club from time to time. The Club in its absolute discretion may allocate an alternate space, and relocate boats, at any time during the operation of these regulations, without prior notification to the Member.
- d) The Club will not be liable for any loss or damage to the boat including associated equipment while stored at the Club, and the boat remains on the Club premises at the sole risk of the Member.
- e) The Member warrants to the Club that the boat and associated equipment are in a good & safe condition for storage at the Club premises. The member agrees to hold the Club harmless and to fully indemnify the Club for any loss, suit, claim or demand brought against the Club or any of its members or officials, that has resulted from the storage of the Member's boat and associated equipment, whether in negligence or otherwise.
- f) Boats stored on the premises are required to have appropriate identification (ie. Class of boat, sail number, member name and membership number) affixed to their transom. In addition all trailers and beach trolleys must carry identification (member name and number) on the drawbar.
- g) The Member will cause the boat stored pursuant to these regulations to be actively used and maintained 'ready to sail', all boat covers/tarpaulins must be in good condition. The Club may remove and dispose of any covers/tarpaulins considered to be in poor condition.
- h) The annual storage fee is payable in advance and is due at the beginning of the Club's membership year (that is, on 1 September in each year) or at the time the boat is first stored at the Club.
- i) The Club, in its sole discretion, may terminate Boat storage immediately by written notice to the Member at his/her last notified address at any time for such reasons as the Club may determine, including but not limited to the following:
  1. The storage fee remains unpaid for 3 months after the due date;

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2. The boat is not actively used and/or is in poor condition; or
  3. The Member ceases to be a member of the Club.
- j) The Member shall remove the boat and its associated equipment from the Club within 30 days of the date of the Notice of Termination.
- k) If the Club has terminated Boat storage by notice in writing to the Member and the Member does not remove the boat including associated equipment from the Club premises within 30 days of the date of the notice of termination, the Member authorises the Club as his or her agent to sell or otherwise dispose of the boat and associated equipment and recover from any proceeds all costs associated with the removal, storage, sale or disposal of the boat and equipment. Any proceeds of sale remaining after deduction of costs and monies owing by the Member to the Club (including unpaid membership and boat storage fees), shall be remitted to the Member at the member's last known address. The Club may sell the boat and associated equipment pursuant to this provision in any way it deems appropriate, whether by private sale or public auction. Any Registration plates will be removed from trailers prior to disposal.
- l) 'Notice of Termination' means communication of the Club's decision to terminate the boat storage to the last known email and/or last known postal address of the member.
- m) For the purposes of this By Law, in addition to any fees owing at the time of resignation, membership and boat storage fees apply for any period between the resignation of a member and the removal of the boat and associated equipment or the date of the Notice of Termination.

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**DOCUMENT CONTROL SHEET**

**Contact for Enquires and Proposed Changes**

If you have any questions regarding this document contact:

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**Revision History**

| Issue No. | Date | Nature of Amendment |
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**Document Sign Off**

| Name              | Title     | Signature | Date       |
|-------------------|-----------|-----------|------------|
| Phillip Johnstone | Commodore |           | 12-02-2018 |
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