GIPPSLAND LAKES YACHT CLUB INC

BOAT STORAGE TERMS AND CONDITIONS OF USE

(This document is to be read in conjunction with the *GLYC Boat Storage Policy*)

Definitions

GLYC Inc.: shall mean the Gippsland Lakes Yacht Club Incorporated.

Committee: shall mean the current elected committee of GLYC Inc.

Storage: shall mean Undercover and Hardstand storage in the grounds of GLYC Inc. and the wet berths in the GLYC Inc. marina.

Marina: shall mean the marina of GLYC Inc.

Grounds: shall mean the land surrounding the buildings and under the management of the GLYC Inc.

Sailing Season: shall mean the membership year from 1st September to the 31st August of the following year inclusive.

Active member: shall mean a member who, in the opinion of the Committee, is actively involved in the activities of GLYC Inc.

BSO: shall mean Boat Storage Officer who shall be a member assigned that portfolio by the Committee.

Boat Storage Application:
shall mean the prescribed form approved by the Committee for use by a member to apply for storage or for renewal of storage.

Authorities

1. Boat Storage Officer Role

Under the supervision and control of the Committee of GLYC Inc., the Boat Storage Officer, nominated by the Committee, shall have the authority to enforce all conditions in this document as adopted by the Committee. In the absence of the Boat Storage Officer, the Commodore, Vice Commodore, or a senior member of GLYC Inc. as nominated by the Committee shall exercise the duties of the Boat Storage Officer.

2. Boat Storage Officer Duties

The duties of the BSO shall include but not be limited to the following:

2.1 Provide access to a copy of this document '*GLYC Boat Storage Terms and Conditions of Use*' to members enquiring about boat storage. The document is stored on the Club website under Club Information/Rules, Policies and Forms.

2.2 Maintain records of boat storage applications, signed agreements, and storage allocations, together with a wait list of those seeking storage.

2.3 Maintain a record of relinquishment of berths and storage. Assign storage to vessels in accordance with the "GLYC Boat Storage Policy".

2.4 Reassign storage as required to ensure efficient storage of vessels by changing boat storage positions or asking owners to move improperly stored vessels.

2.5 Maintain a current record of the registered number, size, and type of vessel occupying storage at GLYC Inc., together with storage location and details of the owner including contact and insurance details.

2.6 Authorise/undertake the movement of a vessel where and when required e.g. from its assigned storage space to another assigned storage location, or for special events where space is required within the grounds. If required, move vessels to the car park adjoining GLYC Inc. grounds for the duration of the special event.

2.7 Periodically undertake inspections of boats stored at GLYC Inc and advise owners of results of any inspection undertaken including any defect or work related to its storage required to be undertaken by the owner. Provide the owner with a written Notice stating the work to be undertaken and the timeframe (1 month) for completion.

2.8 The BSO shall prioritise applications based on active use and connectedness, physical limitations and any other relevant factors and make recommendations to the Committee.

2.9 The BSO shall contact a member before notice of removal is sent to that member to ensure clear communication between the member and the Club.

Conditions of Use

3. Allocation of Boat Storage

3.1 Where ownership is made up of a syndicate (more than 2 persons) then each member of the syndicate must be a GLYC member.

3.2 Acknowledgement of receipt of the application shall be given, and the applicant advised that storage is allocated in accordance with these Terms & Conditions.

3.3 Where storage has been allocated to a member who is not an active member, and the assigned storage space is appropriate for a vessel belonging to an Active Member, the Committee shall allocate the storage space for the use of the Active Member as Storage Renewal applications are received at the start of each season, and shall give three months' notice to vacate to the current berth/space holder.

3.4 Storage shall be allocated on an annual basis unless terminated under the provisions of Clauses 2.7 or 8.

3.5 Storage is not available for vessels used for Commercial purposes unless written approval is obtained from the Committee. Should approval be granted the storage charges shall be commensurate with fees charged by Commercial boat storage businesses in the Paynesville region for the type of boat being stored, taking due account of hardstand and mooring (wet berth) facilities sought.

4. Annual Fees and other Charges

4.1 For Undercover and Hardstand storage, the annual storage fee (as determined by Committee) shall be due and payable prior to the storage space being used.

4.2 The requirement to annually complete the on-line Boat Storage Renewal Application and an Active Use Scorecard shall be issued with the Membership Renewal Notice sent out by email in late August of each year.

4.3 Any member shall be deemed to be in arrears of any payments due, if payment and a signed *Boat Storage Renewal form* have not been received by October 1st.

4.4 The member shall be reminded of the location of the *Boat Storage Terms and Conditions* document at the time of renewal.

4.5 Pro-rata refunds will be given where storage is relinquished part way through the season and the storage has been allocated to another member.

4.6 Once a member is in arrears, a final notice shall be given in writing stating the following:

- Payment is required within 30 days;
- If payment is not received in time, rights for storage will cease unless the Committee receives a satisfactory explanation in writing for the failure to pay; and
- The Committee may exercise its right to remove the vessel from the storage location and allocate the storage location to another member.

5. General Provisions

5.1 Every vessel stored at GLYC Inc. shall immediately come under the order and direction of the Committee through its BSO, who shall have the authority to enter upon any vessel if necessary, in the performance of his/her duties.

5.2 No person shall throw, discharge or deposit any refuse, sewerage, fuel, or other waste matter in the water or the surrounds of the marina or grounds.

5.3 No boats with antifouling paint may be scrubbed or scraped below the waterline within the grounds of GLYC.

5.3 All jetties, poles and other constructions in the Marina and grounds shall remain the property of GLYC Inc.

5.4 No alterations to any jetty, pole or other construction in the Marina or grounds shall be permitted without the written approval of the Committee.

5.5 A clear passage shall be left for other vessels to be manoeuvred into and out of their storage location. Vehicles and vessels shall not be left in such a manner as to create an obstruction to other vessels within the Marina or grounds.

5.6 No vehicle shall be left parked inside the grounds of GLYC Inc.

5.7 In the event of a vehicle or vessel creating an obstruction to other vessels, the BSO or Committee member is authorised by the GLYC Committee to remove the vessel or vehicle, or make any necessary changes to the offending vehicle or vessel to overcome the obstruction, and, if necessary, to recoup any reasonable costs incurred by GLYC Inc. in doing so.

5.8 Temporary parking for a member (or person authorised by the member) undertaking boat maintenance may be available upon application to the BSO.

6. Obligations of Occupiers

6.1 All vessels stored at GLYC must carry current insurance cover including cover for public liability for at least $10 million to protect against damage or injury caused to other property, vessels and/or persons

6.2 Vessels stored in GLYC Inc. hardstand positions must be kept in a sea-worthy and operable condition. Trailers must be kept in an operable condition.

6.3 Vessels stored in the marina must be kept in a seaworthy and operable condition. Operable shall mean being capable of being manoeuvred under its own power from the Marina into Lake Victoria and returning to its berth.

6.4 For a vessel berthed in the Marina, the owner SHALL BE responsible for making the vessel fast with **adjustable mooring lines** of a suitable length and appropriate to the overall size and displacement of the vessel accommodated in the berth as outlined in the following table:

The Mooring line diameters indicated in the following table are the recommended minimum standard:

Overall boat length	**Type of Rope**	**Break force in kg**
Under 8 mtr	12 mm polyethylene	1200
	8 mm nylon	1200
Over 8 mtr	14mm polyethylene	1600
	10 mm nylon	1600

The actual mooring line diameter and layout used for a vessel may vary according to the size and positioning of the mooring fastenings on the vessel. The actual installation must be at least equivalent in breaking strain to these recommended minimums. All mooring lines are to be spliced at the marina end. All splices are to have minimum four tucks per splice. All mooring lines on the south side of the vessel to have appropriate shock absorbing rubbers attached.

Note: Extremely strong winds can be expected from time to time within the Marina. The owner of each vessel shall be responsible for making the vessel fast to ensure that the vessel remains within its assigned berth.

6.5 Halyards and other equipment shall be tied in a manner to reduce wind noise to an absolute minimum at all times.

7. Temporary Use of Allocated Storage

7.1 Storage is assigned for the exclusive use of the Agreement holder and the nominated vessel and shall not be sub-let.

7.2 Temporary use of a storage location by another person may be considered by the Committee after receipt of a written request from the member allocated the storage, giving full details of the person and vessel to use the storage, conditions necessitating temporary use of the storage, and expected duration of use.
The Committee shall consider the request and advise the owner of its decision. No retrospective requests shall be considered.

7.3 A member who intends to vacate the storage area for a period in excess of three months shall notify the Committee, who may then allocate the storage location to another member on a temporary basis until the allocated member returns and the nominated boat is placed in the specified location.

8. Termination of Agreement

8.1 The agreement may be terminated by the member by submitting a written request to the committee to relinquish storage.

8.2 The agreement may be terminated by the Committee in the event of:

a) Non-payment of membership of GLYC Inc. or any yearly fees or charges; or
b) Breaches of this agreement or any conditions contained herein, and after a warning has been issued by the BSO or Committee; or
c) The member not participating in club events as detailed in clause 3.3, and the storage being required by an active member.

8.3 From the date of the termination notice the member shall have 3 months grace to vacate the GLYC storage area.

9.0 Transfer of allocated storage space

9.1 Storage space shall not be transferred without the approval of the Committee through the BSO. A berth or hard stand is assigned to a particular vessel **and** a particular member.

9.2 Upon purchase of a different vessel, the member must apply to the Committee through the BSO for the new vessel to be allocated a berth/storage. Allocation will be made by the Committee upon recommendations of the BSO in accordance with the *GLYC Boat Storage Policy* .

10.0 Incident Reports

10.1 Any incident resulting in damage or injury which occurs within the GLYC Inc marina or grounds must be reported to the BSO or member of the Committee within 48 hrs of the incident. Details to be provided include the names and addresses of people involved, names of vessels involved, names of insurance companies for parties concerned and the extent of injury or damage.