



# **BOATING ACCOMMODATION GUIDE JUNE 2020**





# **Claremont Yacht Club Bylaws**

## **Boating Accommodation Guide**

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## **1.0 Purpose of This Guide**

The purposes of this document are to:

- 1.1** Provide Members and prospective Members with information on how to apply for, how to retain and how use boating accommodation and facilities at Claremont Yacht Club.
- 1.2** Comply with Clause 11 of the Club's Constitution requiring the General Committee is to maintain these By Laws to manage Club Boating Accommodation.

## **2.0 General Introduction to Club Boating Accommodation**

**2.1** Boating accommodation at the Club consists of:

- 2.1.1** Pens.
- 2.1.2** Moorings.
- 2.1.3** Dinghy shed racks.
- 2.1.4** Foreshore dinghy accommodation.
- 2.1.5** Temporary pens.
- 2.1.6** Under croft work area.
- 2.1.7** Ramp; and
- 2.1.8** Fuel jetty

**2.2** Access to boating accommodation and facilities is one of the most valuable privileges of membership of Claremont Yacht Club. It is the responsibility of the General Committee of the Club to preserve the value of this privilege for current and future Members.

**2.3** The Members require the General Committee to protect the interest of all Members by retaining absolute control of the allocation, retention and maintenance of boating accommodation.

**2.4** No Member owns or has special rights to occupy any boating accommodation provided by the Club. Arrangements such as the payment of rent in advance do not alter this basic principle. No past, present or future Flag Officer, General Committee person, Member, or employee of the Club, has any authority to modify this basic principle.

**2.5** To assist the General Committee in this task, it delegates the following activities to sub committees:

- 2.5.1** The Pens and Moorings Committee administers the allocation and use of boating accommodation, other than Dinghy shed racks, and minor maintenance of the pen system, moorings, ramp, foreshore dinghy accommodation and the use of the under-croft work area;
- 2.5.2** The Dinghy Sub Committee is responsible for the allocation, administration and maintenance of the dinghy shed racks; and
- 2.5.3** Specially appointed sub committees deal with major maintenance and capital works projects.

## **2.6 The General Committee is responsible for:**

- 2.6.1** Determining the cost of boating accommodation and services, the General Committee is bound to act in a responsible manner in setting fees for the Boating Accommodation. The Committee cannot increase such fees "without justification" or by more than "10%" within any 12 months without the approval of the Members.
  - 2.6.2** The planning and management of major maintenance and capital works on boating accommodation.
  - 2.6.3** Approving activities of the sub committees involved in the management of boating accommodation activities: and
  - 2.6.4** Resolving any problems or disputes that may arise from the use of these facilities.
- 2.7** The allocation of boating accommodation and access to services and areas for maintenance is a privilege that arises from active and participative membership. It is not simply a case of needing to be, and remaining, a Member in order to qualify for these benefits. The allocation of boating accommodation to a Member is to enable the Member to positively contribute to club activities. Club boating accommodation is not simply a storage place for boats.
- 2.8** Members occupying boating accommodation do so at their own risk.
- 2.9** This guide is subject change according to the wishes of the Members expressed through the General Committee.

## **3.0 Conditions of Occupancy**

### **3.1 Membership Requirements**

- 3.1.1** Only financial Life, Special, Senior and Junior members may be allocated and retain access to a pen or mooring. Senior members 18 to 24 years of age, and Junior members, must pay an Annual Access Levy equal to the difference between the applicant's current membership subscription and the current membership subscription applicable to a Senior Member 25 years of age and over at the time of allocation and on a monthly pro rata basis for part of a year. Parents or Guardians of Junior members are required to be responsible for the Club account of the junior member. The membership fees and Annual Access levy requirement must be met prior to being allocated a boating accommodation unit on a temporary or ongoing basis.
- 3.1.2** Only financial Senior, Senior Dinghy and Junior Members may be allocated and retain access to a Dinghy Shed rack. Junior Members must have a parent or guardian responsible for all financial accounts
- 3.1.3** With the exception of the allocated members spouse all partners in a boat must satisfy the membership requirements set down by this guide, all partners must be shown on the Department of Transport's registration papers and as joint owners on the insurance policy. Members that are not registered owners of the boat by the Department of Transport may have no claim to the boating accommodation unit.

- 3.1.4 The applicant for any form of boating accommodation must be an owner or part owner of the boat that is the subject of the application.
- 3.1.5 Where the boat is not owned by a natural person the applicant for boating accommodation must be the nominated responsible agent of the owner with respect to that boat and shall meet these membership requirements.

### **3.2 Boats Owned by Corporations**

Boats owned by a Corporation may only occupy a Club boating accommodation site by declaring the names of persons authorized to use the boat. Those persons must conform to the membership requirements of occupancy.

### **3.3 Responsibility for safety**

The Members occupying Club boating accommodation and using Club facilities are responsible for the safety and security of that boat, as well as the safety and security of his or her guests whilst using on Club facilities.

- 3.3.1 Members are not permitted to use any part of the main jetty or finger jetty's as a personal storage area. Items such as Kayaks, Crab or Cray pots are not permitted to be stored on the jetties.

The jetty must remain clear of all obstacles as not to cause a trip hazard or inconvenience any other person. Items left on the Jetty will be confiscated.

### **3.4 Safety and Environmental Standards**

- 3.4.1 No boat can enter or continue to occupy a boating accommodation unless it has satisfied the safety and environmental standards adopted by the General Committee. This applies to both temporary and continuing occupation. The safety and environmental requirements are specified in Section 16 and the Appendices.
- 3.4.2 Every boat owner must provide the Club with the following documents for the boat prior to the boat occupying a pen, mooring:
  - 3.4.2.1 A Current Department of Transport registration;
  - 3.4.2.2 A Current Certificate of Insurance; and
  - 3.4.2.3 A completed and signed Vessel Safety Inspection Declaration Form. (VSID).

### **3.5 Applications for Pens, Moorings**

- 3.5.1 Whether boating accommodation is available for immediate occupancy or not, all Members seeking the allocation of a pen, mooring must complete the pen application form. A non-refundable fee of \$200 is payable upon application which will be credited against the allocation fee when the permanent boating accommodation is granted.

- 3.5.2 **Boating Accommodation Waitlist**

In the event that a pen or mooring that meets the applicant's requirements is not available, the following details are published monthly in a Waiting

List and displayed on the Club notice board:

- 3.5.2.1** Type of accommodation required.
- 3.5.2.2** Date of application.
- 3.5.2.3** Name of Member applicant.
- 3.5.2.4** Years of continuous club membership of the applicant.
- 3.5.2.5** Reason for application (e.g. new boat, pen transfer).
- 3.5.2.6** Make and model of boat.
- 3.5.2.7** Physical dimensions of boat requiring accommodation (LOA, beam, draft); and
- 3.5.2.8** Current location of boat, including temporary club accommodation.

### **3.6 Review of Occupancy**

The Pens and Moorings and Dinghy Sub Committees continually review the occupancy of boating accommodation and make recommendations to the General Committee as to whether individual Members should continue to retain occupancy rights.

### **3.7 Allocation is Member and Boat Specific**

- 3.7.1** A boating accommodation site is only allocated to the Member making the application and the boat named in the application.
- 3.7.2** Allocations are not transferable to other Members except as specified in this guide.
- 3.7.3** The sale of the boat occupying a boating accommodation site cancels the allocation except as specified in this guide.
- 3.7.4** A member shall not permit any other person's boat to occupy the boating accommodation without permission from the Pens and Mooring or General Committee

### **3.8 Member Specific**

Any boat occupying boating accommodation can only be operated in the Club lease by a person holding a Western Australian Skippers Ticket, or an equivalent or higher qualification, and who is:

- 3.8.1** The member or members allocated the accommodation.
- 3.8.2** another person who is under the direct control of the member or member allocated the accommodation; and
- 3.8.3** an Authorised Service Provider, or Licensed Skipper (Boatman) engaged by the member or members allocated the accommodation and who have paid the required contractor authorisation fees.

### **3.9 Sub Leasing of Boating Accommodation**

The sub leasing of any boating accommodation unit by private arrangement between Members is not permitted.

### **3.10 Temporary Allocation of Boating Accommodation**

- 3.10.1** The Pens and Moorings or Dinghy Sub Committees may allocate a boating accommodation site on a temporary basis to Members on the boating accommodation waiting list, contractors performing over water

maintenance or capital works, out port visitors or such other persons for whom the allocation will be of benefit to the Club.

- 3.10.2 The club have made available temporary courtesy pens which will be designated for 48hrs use only. Courtesy Pens available to members are located on G jetty G9,11,13 & 15.
- 3.10.3** Members occupying a boating accommodation site are encouraged to notify the Club if the site will be vacant for 14 days or more and they are amenable for the pen to be occupied on a temporary basis by other boats. A Member whose allocated boating accommodation site is allocated on a temporary basis is entitled to a 50% rebate of the rental paid for each completed month of occupancy.
- 3.10.4** Occupants of temporary boating accommodation sites do so on the terms and conditions the Pens and Moorings or Dinghy Sub Committees prescribe.
- 3.10.5** Members are not permitted to leave a boat in a pen without receiving authorisation from a member of the Pens & moorings committee except for the designated courtesy pens located on G jetty as in notation 3.10.2 The chairman of the Pens & mooring Committee has the authority to chain a vessel that is left in a pen without authorisation or if the owner of the boat/ or boat is unknown.

**3.11 Installation, Maintenance and Modification of Boating Accommodation**

- 3.11.1** The installation and maintenance of boating accommodation and ancillary services is the responsibility of the General Committee.
- 3.11.2** The installation of pen lines and mooring lines from the mooring buoy to the boat is the responsibility of the Member occupying the boating accommodation site.
- 3.11.3** Members wishing to make additions, extensions or modifications to a boating accommodation site require prior approval by the General Committee. All approved additions, extensions and modifications must be constructed to standards required by the Club and maintained at the expense of the Member. Such additions, extensions or modifications become and remain the property of the Club.

**3.12 Spray Painting, Sand Blasting and Noxious Processes and Products**

The carrying out of spray painting, sand blasting or other noxious processes and the use of noxious products is not permitted on club premises or in boating accommodation.

**3.13 Boats Operated for Commercial Purposes**

Other than boats used by contractors to the Club, a boat used for hire, reward or other commercial purposes is not permitted to occupy a boating accommodation

site.

#### **4.0 General Approach to Allocation**

- 4.1** The General Committee approves all applications for boating accommodation sites on the recommendation of the Pens and Moorings or Dinghy Sub Committees.
- 4.2** The General Committee establishes the application process.
- 4.3** No application for boating accommodation is considered until a completed application form that enables the review of the application against the allocation criteria has been received by the Club.
- 4.4** Any issue, dispute or disagreement regarding the allocation or non-allocation of boating accommodation may be made in writing to, and determined by, the General Committee.
- 4.5** The General Committee charges a non-refundable fee for the processing of the application. [As stated in 3.6.1]
- 4.6** The consideration of an application takes into account:
  - 4.6.1** The physical dimensions of the boat.
  - 4.6.2** The availability of a boating accommodation site of the size sought and the suitability of the boat for that site.
  - 4.6.3** The unbroken duration and category of the current membership held by the applicant.
  - 4.6.4** The duration of other categories of membership held by the applicant prior to the current membership category and when and for how long they were held.
  - 4.6.5** The past contributions of the applicant to competitive and non-competitive activities and club administration.
  - 4.6.6** The nature of any commitment by the applicant to participate in future Club activities.
  - 4.6.7** Any other commitment deemed relevant by the Club: and
  - 4.6.8** The date the fully completed application was received by the Club.
- 4.7** The tender to a boat occupying a boating accommodation site may, on application, be allocated another boating accommodation site providing it is not to the exclusion of a boat owned by another Member. The allocation of a boating accommodation site to a tender may be cancelled should it be preventing another Member being allocated the site.
- 4.8** Notwithstanding the conditions applying to tenders, a Member will not be allocated more than one pen except in exceptional circumstances where the penning of more than one boat supports the objectives of the Club.
- 4.9** Boating accommodation may be occupied on a temporary basis at the discretion of the Pens and Moorings or Dinghy Subcommittee whilst the application is being considered.



## **5.0 Boating Accommodation (option 2) Allocation Fee Payable**

- 5.1** Where a member has selected Option 2 the Member must pay to the Club a Boating Accommodation Allocation Fee being double the then annual pen rental charge for that pen or such other fees the General Committee shall determine. The member will automatically receive a 25% discount on the pen rental that is charged in Option 1 of the pen rental schedule.
- 5.1.1** Upon application, the General Committee may allow the allocation fee to be paid in four equal moieties over two financial years.
- 5.2** A Boating Accommodation Allocation Fee paid by a Member is not transferable to any other Member except:
- 5.2.1** Where a couple who are married or in a common law relationship change the nominated responsible Member from one spouse to the other: or
- 5.2.2** Where a Member who has a boat in Club boating accommodation dies In this case the General Committee may offer a continuation of occupancy of the boating accommodation site to the deceased beneficiary provided the beneficiary becomes a Member able to hold that boating accommodation.
- 5.3** The Boating Accommodation Allocation Fee is not refundable but remains to a Member's notional credit whilst he or she maintains financial Life Special, Senior or Country membership. A Member re-joining the Club or having held non-voting membership is required to pay a full allocation fee.
- 5.4** Where a Member requests a transfer to another pen, he or she is liable to pay the difference between the total of the Boating Accommodation Allocation Fee to his or her notional credit and the Boating Accommodation Allocation Fee applicable to the new pen. The value of the notional credit increases to the actual value of the Boating Accommodation Allocation Fee of the vacated accommodation at the time the transfer takes place.
- 5.5** Where a Member is required by the Club to move his or her boat to another pen, there is no liability for any additional Pen Allocation Fee or an entitlement to a refund as appropriate to the cost of the new pen.  
The entitlement of the original pen category remains to the Member's Notional credit.
- 5.6** In the event the Member allocated the Boating Accommodation within a partnership wishes to relinquish or sell his or her share in the boat and where the partnership was declared at the time the boating accommodation was issued, the retiring partner may subject to the approval of the General Committee transfer the boating accommodation site to another of the original partners.  
That partner will be liable to pay a percentage of the current allocation fee equal to his or her share in the boat (for example 2 partners in a boat equals 50%, 3 partners 33% etc.).
- 5.7** The Member retiring from a partnership will retain his or her notional credit for the

Boating Accommodation site equal to the percentage of the allocation fee paid, as long as he or she remains a financial Life, Special, Senior or Country Member.

- 5.8** When a Member is selling a portion of his or her boat which is occupying a Pen or mooring, the new partner is required to apply for the appropriate membership and will be required to pay a proportion of the Boating Accommodation Allocation Fee which will be equal to the proportion of his or her share in the boat. Any new partner entering into the partnership of a boat that is currently Accommodated at the Club will have no claim to that Boating Accommodation unit for a period of 5 years, or at the discretion of the General Committee.  
(In accordance with bylaw 3.1.3 partnerships are only recognised when the partners are registered owners of the boat with the Department of Transport.

## **6.0 Continuity of Allocation**

### **6.1 Discretion of Club**

A Member who occupies boating accommodation does so at the absolute discretion of the General Committee.

### **6.2 Transfer of Boating Accommodation**

Boating accommodation is not transferable by private arrangement between Members. It may be approved by the General Committee on written application by the Members involved.

### **6.3 Sale or Disposal of Boat**

Should a boat occupying boating accommodation be sold or otherwise disposed of, the Member allocated the boating accommodation forfeits all rights to that boating accommodation unit and must advise the Club of the disposal as soon as practical. The boat must be removed forthwith unless other temporary arrangements are made with the Pens and Moorings or Dinghy Subcommittees.

### **6.4 Retention of a Boating Accommodation Unit after Sale of Boat**

A Member who has been allocated a boating accommodation unit for a boat that has been disposed of, and who wishes to retain that boating accommodation unit may do so with the permission of the Pens and Moorings or Dinghy Subcommittee. Retention of that boating accommodation unit will be for a specified period. The Club reserves the right to sub lease the boating accommodation unit on a temporary basis and the Member remains liable for the rent less any consideration from the sub lease. Should that Member purchase a new boat, the retention of the boating accommodation unit is subject to the unit being suitable for the new boat. If it is not, the retention of the original pen will not automatically entitle the Member to a suitable boating accommodation unit.

### **6.5 Notification of Change of Ownership of Boat**

- 6.5.1** The Member responsible for the boating accommodation unit must notify the Club as soon as practicable and in advance of any intention to alter the ownership of a boat

## **6.6 Failure to Comply or Occupy**

Where a Member fails to comply with the conditions applicable to his or her allocated boating accommodation; or fails to occupy allocated boating accommodation; or without the written approval of the General Committee, fails to keep occupied allocated boating accommodation for 30 consecutive days or more, the General Committee may require the Member to show why the allocation should not be cancelled. If the Member fails to respond or the response is, in the opinion of the General Committee, unsatisfactory, the allocation may be cancelled.

## **6.7 Change of Allocation**

The Pens and Moorings or Dinghy Subcommittees have the right to change boating accommodation units at any time on a minimum of 14 days' notice to the Member concerned.

## **6.8 Failure to Remove Boat**

**6.8.1** If the right to occupy boating accommodation is withdrawn, the boat must be removed by the Member within 14 days of notice or such other time as agreed with the appropriate subcommittee.

**6.8.2** Failure to remove the boat following the expiry of the notice period will result in the Member being charged a fee equal to double the current rental fee, charged prorate daily from the date of that expiry.

**6.8.3** The General Committee may remove a boat from a boating accommodation unit where occupancy has been withdrawn. The boat may be moved to an alternate boating accommodation unit and disposed of in the manner permitted by the Government of Western Australia, Department of Commerce, Disposal of Uncollected Goods Act 1970.

## **7.0 Annual Rental Fees and Other Charges**

Pen rentals are divided into 3 options as shown in the pen fee schedule.

Option 1. First 12 month's rent is payable in advance plus a refundable Bond (Bond is equivalent to 50% of the annual pen rental) pen rental thereafter is payable in two moieties (6 monthly) in January and July.

Option 2. The allocation fee payable is equal to twice the annual pen rental (refer section 5 for advantages) Members choosing option 2 will receive a 25% discount on their annual rental fee.

Option 3. Is a short term monthly rental option with a maximum period of 12 months. A refundable bond is payable on application, refer to the pen fee schedule for the bond and rental fees.

## **7.1 Setting of Fees and Charges**

The General Committee determines charges for the occupancy of boating

accommodation and access to related amenities The Pen Fee Schedule is available from the office

## **7.2 Payment of Fees and Charges**

The Boating accommodation rental fee and related amenities charges are payable in advance. and in two moieties in January and July or from the commencement of the month in which a boating accommodation unit is allocated.

## **7.3 Approach to the Setting of Fees and Charges**

**7.3.1** Boating accommodation fees and charges are established with the general aim of taking a consistent, equitable, common approach.

**7.3.2** The general approach to the setting of pen fees is to group pens into categories and allocate a pen rental value to each of these categories. The rental value is determined primarily on the length of the pen, with consideration given to larger area pens that can accommodate wide beamed craft such as catamarans. The linear system groups similar pens together providing the means to charge a single fee per category.

**7.3.3** The general approach to the setting of mooring fees is to charge a standard fee for all moorings irrespective of the size of the boat. The mooring fee is based on the Category 2 pen fee.

**7.3.4** Amenity fees are charged for boats in the pen systems that are able to draw on club accessible power and water on a continuing basis.

## **8.0 Moorings**

### **8.1 Club Mooring Area**

The Club leases a mooring area to the west of the jetty system from the State Government. The mooring area is bounded by a gazettes ski area and divided by a rowing club access channel. Plans of the mooring area can be viewed at the Club.

### **8.2 Ownership and Type of Moorings**

Only Club owned, installed and maintained moorings are allowed in the Club mooring area. The Club installs moorings to its standards, consisting of ground tackle, a mooring buoy and the mooring line between the buoy and the ground tackle. The Club inspects and maintains the mooring buoy equipment it has installed.

### **8.3 Connection of Boats to Moorings**

A Member who is allocated a mooring is responsible for the proper use of the mooring, the state of repair of the boat attached to the mooring and the connection of the boat to the mooring buoy. The Member must ensure that the mooring lines he or she installs between the boat and the buoy are fit for purpose and maintained in a safe condition. Current minimum specifications for these mooring lines are attached as Appendix 1 Notwithstanding the minimum specifications, the Club reserves the right to direct a Member to attach lines of a specific load bearing capacity and in a specific fashion between a boat and mooring buoy to

address specific mooring issues.

#### **8.4 Prohibition of Mooring Use**

If the General Committee considers mooring equipment, the manner in which a boat is attached to a mooring, or the condition of the boat to be unsafe, it may direct the Member to remove the boat until the defects are rectified.

#### **8.5 Notification of Mooring Faults**

The Member allocated a mooring has a responsibility to report any damage to Club provided mooring equipment to the Club for rectification.

### **9.0 Floating docks**

#### **9.1 Approved Docks**

Only Floating Docks that have been approved by the Pens & Mooring Committee are permitted for use within CYC pen system.

Members seeking approval must apply in writing to the Pens and mooring committee.

**Members must provide the following details:**

1. Manufacturer and model of the dock.
2. Full specification of the unit.
3. Detail of the boat which is to be stored on the dock.

**Please see Appendix 5, for docks currently approved by committee**

#### **9.2 General Committee's approval,**

The member must agree to and comply with the following requirements prior to installing the dock.

1. The dock is considered to be part of the boat; therefore, it must comply with
2. The pen mooring line requirements laid out in Appendix 1 of the Boating Accommodation Guide.
2. Neither the dock, nor the boat can be changed without General Committee's approval.
3. Pen movement within the marina will be limited to pens suitable for the approved dock.
4. The Member is not permitted to bolt or secure any part of the dock to the jetty or pylons
5. The boat must always be secured to the dock.
6. The Pen holder will be held responsible for any damage caused to the jetty or mooring piles by the floating dock.
7. The Member guarantees that the unit will always be kept clean and tidy and not to emit any odour.
8. Failure to comply with the above, or any complaints from other members that can't be resolved, may result in the member being asked to remove the dock from the Marina.

## **10.0 Dinghy Shed Racks**

### **10.1 Allocation and Use of Dinghy Shed Racks**

Dinghy Shed racks are available for racing dinghies owned and raced by Eligible Members on a regular basis and for support boats associated with dinghy racing. Applications are made in writing to the Dinghy Subcommittee who allocates the racks. Boat maintenance work such as painting and structural work is not permitted in the Dinghy Shed.

### **10.2 Retention**

The Dinghy Subcommittee continually reviews allocation and retention of racks to ensure maximum benefit is derived from the facility for sailing competition.

### **10.3 Charges**

Charges for the Dinghy Shed Racks are determined by the General Committee. Fee schedule is available from the office.

### **10.5 Safety**

Flammable and dangerous goods are not to be stored in the Dinghy Shed. Boating equipment is to be stored on or under the rack of the boat to which it relates.

## **11.0 Foreshore Dinghy Storage**

### **11.1 Availability**

A dinghy storage area exists on the foreshore to the West of the car park at the discretion of the Swan River Trust. The Trust tolerates Members storing tenders for boats in club boating accommodation at or above high-water mark so that public access along the beach is not impeded. Continuing availability of this accommodation is at the absolute discretion of the Trust.

### **11.2 Responsibility**

Members are responsible for the storage of their own dinghies in that area. The Club facilitates continued access to this area by limiting its use to dinghies that are tenders to boats and that have the registration number of the boat to which they are a tender clearly identified on the exterior of the hull in accordance with Department of Transport requirements.

### **11.3 Allocation**

Foreshore storage locations are not allocated by the Club.

### **11.4 Safety**

As the area is located on public foreshore land, Members should ensure that their dinghies are stored in a safe fashion. Dinghies that are not identifiable or derelict may be removed and disposed of by the club.

### **11.5 Charges**

No charges are imposed by the Club for foreshore dinghy storage.

## **12.0 Temporary Use of Pens, Moorings**

### **12.1 Availability and Allocation**

Pens and moorings may be allocated on a temporary basis to Members who are allocated another boating accommodation site for boat maintenance or modification, or such other purpose approved by the Pens and Moorings Subcommittee. Applications must be in writing detailing the purpose, duration and any processes that may be used.

The club have made available temporary courtesy pens which will be designated for 48hrs use only. Courtesy Pens available to members are located on G jetty G9,11,13 &15.

### **12.2 Charges**

Charges for the use of Temporary Pens are as determined by the General Committee and are currently 1.5 times the normal pen rental.

**12.3** If a full allocation fee has been paid by a Senior Member the Pens and Mooring Committee may, at its sole discretion, adjust the temporary pen fee to the standard pen rental rate for the category of pen required and or available.

## **13.0 The Under-croft Work Area**

### **13.1 Work Area**

An area on the western side of the lower deck is available to Members for the repair and maintenance of boats located in boating accommodation and equipment from those boats. The Club provides benches fitted with vices, trestles, power and hot water for this purpose.

### **13.2 Area is not a Storage Area**

The Club does not provide this area for the temporary or permanent storage of boats or boating equipment except that which is being repaired or maintained and only for the duration of that activity. Equipment not identifying the name of the responsible Member will be removed.

### **13.3 Consideration for Other Members**

Members using the area for maintenance of boating equipment must occupy parts of the area to cause minimum inconvenience to other Members by using the area thoughtfully and for the minimum period of time possible.

### **13.4 Housekeeping**

Members are responsible for leaving the work area in a clean and tidy state.

### **13.5 Dangerous and Inflammable Goods**

Dangerous and inflammable goods are not to be stored in the Under-croft Work Area.

## **14.0 Launching Ramp**

### **14.1 Availability**

The launching ramp is available to Senior Members for the launching and retrieval of Club registered boats

#### **14.2 Access**

To guard against unauthorized use, access to the ramp is restricted by a chain and padlock. Members must ensure the chain is locked back in place when they have finished launching or retrieving their boat.

#### **14.3 Approval of Boats Using the Ramp**

All Members boats using the launching ramp must comply with all the safety and environmental requirements contained in this Guide. Boats and trailers must be registered with the office, and copies of the current D.O.T registration papers and insurances policy must be supplied.

Subsequently the Club will provide the member with a key to access the Ramp, A fee of \$50.00 per year applies

Trailers must be removed from the grounds immediately the boat is launched, unless incident specified permission has been given by a Flag Officer.

#### **14.4 Duty of Care**

Members using the ramp do so at their own risk and must exercise proper and reasonable care in the launching and retrieval of boats.

#### **14.5 Housekeeping**

Members are required to ensure the ramp is kept in a clean and tidy condition after use.

### **15.0 Fuel Jetty and Fuel Facility**

#### **15.1 Availability**

Eligible Members may use the fuelling jetty for the taking on of fuel and water; the loading or unloading of passengers, luggage or equipment; or the temporary securing of boat.

#### **15.2 Time Limits**

Boats must not be secured to the jetty for more than one hour unless prior permission has been obtained from the Club. Members using the fuel jetty to load, and unload must not block access to the Fuel Bowser

#### **15.3 Fuelling Requirements**

Members' obligations at law and to the Club are contained in Appendix 3

#### **15.4 Access to Fuel Facility**

Boats secured to the Fuel Jetty that are not taking on fuel or water must not prevent other Members from fuelling their boats.

#### **15.5 Payment for Fuel**

Fuel may only be purchased by Members who have purchased a fuel card from the Club and who have provided the club with a bank account details. A Member's nominated bank account is debited on the day the fuel is taken or first working



day after. The manual purchase of fuel is not available.

## **16.0 Safety and Environmental Requirements**

### **16.1 General Requirements**

**16.1.1** All boats occupying pens or mooring sites and all boating operations conducted by Members in and about the Club must comply with the relevant State and Federal legislation and the Safety and Environmental Requirements of the Club. Some are summarized in the Appendices to the Guide.

**16.1.2** No boat can enter or remain in boating accommodation or on Club premises unless it complies with these requirements.

### **16.2 Club Environmental Management System**

The Club's environmental obligations and standards are detailed in its Environmental Management System. All Members are encouraged to familiarize themselves with this document, a copy of which can be obtained from the Club or its website.

### **16.3 Vessel Safety Inspection Declarations (VSID)**

No boat can use club boating accommodation unless the responsible Member has provided the club with a completed and signed VSID form that has been accepted by the Club as meeting its requirements. A VSID is renewable every three years or when significant changes are made to the boat's fuel, gas or electrical systems. The Club reserves the right to board and inspect the boat at any time if deemed necessary.

### **16.4 Discharge and Removal of Flammable Liquids**

No petrol, oil, or other flammable liquid, or any petrol, oil or similar soaked material of any description can be discharged or thrown into the water from any boat moored in boating accommodation or alongside any Club jetty. The Club does not have facilities for the receipt of waste petrol, oil, or other flammable liquid. Members must make their own arrangements for the removal of this waste.

### **16.5 Emergency Entry**

In the case of any fire or other emergency, a boat owner is deemed to have granted to any Member of the Club the right to make a forcible entry into his boat for the purpose of dealing with such emergency.

### **16.8 Fire Precautions**

To avoid the risk of fire on board at any time Members must ensure:

**16.8.1** Bilges are to be kept clean and free from petrol and oil.

**16.8.2** No gas operated refrigerator is left in operation while a boat is unattended in boating accommodation or alongside any Club jetty.

**16.8.3** No boat stores on board any thinner for paint or lacquer, or any flammable liquids not used for heating, cooking, or lighting. Quantities up to 4 litres of Class 1 and 2 fuels must be safely stowed in leak proof, pressure proof containers. Quantities over 4 litres must be stored in fuel tanks.

### **16.9 Refuelling In Pens Prohibited**

The refuelling of boats in pens is strictly prohibited.

### **16.10 Repair of Boats**

Members must keep their boats in a reasonable state of repair. Should the General Committee consider a boat to be in such a state of disrepair as to constitute a hazard to the boat, persons, and other boats or Club property, it can direct the Member in writing to affect necessary repairs. Should the Member fail to affect such repairs within a reasonable time, the General Committee may withdraw the allocated boating accommodation and remove the boat in accordance with clause 18.1.

#### **16.10.2 Maintenance Contractors**

Maintenance Contractors engaged by a Member to undertake maintenance of the Member's boat will be allowed access to the Club's premises and boating accommodation facilities on the following conditions.

#### **16.10.3 Compliance with Boating Accommodation Guide**

Maintenance Contractors entering the Club's premises and boating accommodation to carry out work on behalf of Members must comply with all requirements of this Boating Accommodation Guide and the Occupational Safety and Health Act 1984 as amended. Members engaging Maintenance Contractors are required to advise their Maintenance Contractors or employees of the necessity to gain permission to enter and work on the Club's premises or in boating accommodation.

#### **16.10.4 Registration of Maintenance Contractors**

Prior to being permitted entry to the Club's premises or boating accommodation Maintenance Contractors must register with the Office providing details of the name of the Member who has engaged them, the name of the boat on which they will be working, the nature of the work, the estimated times and durations of access and provide copies of or evidence that they carry appropriate Worker's Compensation or personal accident insurance in the case of sole traders and Public Liability Insurance to a minimum of \$10M. Contractors must also indemnify the Club by certifying their knowledge of and intentions to comply with the requirements of occupational health, safety and welfare. The "Certification by Maintenance Contractors Working or Employing Staff on Claremont Yacht Club Premises is attached as Appendix 4

#### **16.10.5 Access to the Pen System**

Maintenance Service Providers requiring access to the pen system will, following completion of the registration process in accordance with 16.10.4 and upon payment of a security deposit in amount as determined by the General Committee from time to time, be issued with a pen access key which must be returned upon completion of the maintenance works or upon completion of work for the day if the works occupy more than one day.

#### **16.10.6 Maintenance Service Provider Parking**

The Club's car parking facilities are limited and access to parking by Maintenance Service Providers is subject to the priority afforded Life, Special and Senior Members and the requirements of the Club for the hosting of events and functions. Members engaging Maintenance Service Providers should check with the Office for any restrictions on Maintenance Service Provider parking imposed by the General Committee from time to time.

#### **16.11 Discharge of Sewage**

No solid sewage is to be discharged from a boat in any area of the Club Lease which includes the mooring area.

#### **16.12 Discharge of Waste**

Members must not discharge waste into any area of the Club lease, other than bilge and wastewater not unusually contaminated by foreign or noxious matter.

### **17.0 Liabilities and Insurances**

#### **17.1 General Liability**

Members using any form of Club boating accommodation and facilities do so at their own risk and the Club is not responsible for any injury, damage or loss sustained by any Member or their guests to their pens, personal belongings or boat. In accepting the allocation of boating accommodation, the Member must indemnify, and keep indemnified, the Club for any injury, damage or loss as a result of using that accommodation or facility. A Member is liable for any injury, damage or loss caused by his or her negligence to boating accommodation, his or her guests, his or her own boat, boats of other Members or the public.

#### **17.2 Damage**

It is the responsibility of all Members to report at the earliest opportunity any damage to boating accommodation and other Club facilities whether caused by them, their guests, their boat or unknown causes.

#### **17.3 Insurance and Registration**

A Member shall not allow a boat to be left in club boating accommodation on a temporary or continuing basis unless it has a current and valid Western Australian registration certificate and a current insurance policy. In addition to ensuring their boats, Members are required to carry public liability insurance of not less than Ten million dollars (\$10,000,000) or such greater amount the Club may require. A copy of each year's subsequent receipted insurance and registration renewal notice must be provided to the Club for the purpose of updating records as soon as possible on renewal.

## **18.0 Miscellaneous**

### **18.1 General Powers of Removal of Boat and Equipment**

The Club reserves the absolute right to remove or otherwise dispose of any boat, trailer, jinker or other item of equipment from the Club grounds, jetties, pens and mooring area that is, in the opinion of the General Committee, derelict, in an unsatisfactory state of repair or causing any hazard or nuisance to the rights and privileges of other Members of the Club. In such cases reasonable notice is given to the Member that such action is likely to occur. Any costs incurred by the Club in removing, or disposing, of such boat or equipment is debited to the Member's account and becomes recoverable debt to the Club. This provision includes a boat and its equipment for which occupancy rights have been withdrawn. Should the owner cease to be a Member, then recovery will be in accordance with common law rights.

### **18.2 Living Aboard**

Members may not temporarily or permanently live on their boats occupying Club boating accommodation except to the extent permitted by the Swan River Trust. As at June 2014, this is limited to 10 nights in any month or 6 consecutive nights. Guests of a Member may not temporarily or permanently live on his or her boat unless, and only for the time that, the Member does so.

### **18.3 Jetty and Pen Security**

The pen system is secured by a security gate that requires Members to use a security card for both access and egress. Members must not disable or block the security system in any fashion. A Member who holds a security key card to the pen system is not permitted to provide any person, not being a club Member, with that key card or have cause to have that key copied or duplicated in any way.

### **18.8 Jetty Trolleys**

The Club provides trolleys for the convenience of Members. Members are expected to return the trolleys to the storage area at the entrance to the security gate when they have finished being used. They must not be left on jetties at any time when not in use. Members are expected to leave trolleys in a clean and serviceable condition.

## **PEN LINE REQUIREMENTS**

### **A1.1 General Description**

Boats must be secured in pens by suitable port and starboard bow and stern lines that fitted with dampers and attached to secure points at the bow and stern of the boat and pen. Port and starboard forward and aft springers must be attached on the port and starboard side of the boat at a point no closer than midships from the end of the springer attached to the pile or jetty. A diagram is contained in this appendix.1

### **A1.2 Mooring Lines and Dampers**

All lines and dampers must be of a material, size and weight appropriate for the boat they are securing. The Pens and Mooring Subcommittee establishes

recommended specifications. Current specifications are contained ~~at the end of this~~ in Appendix.1

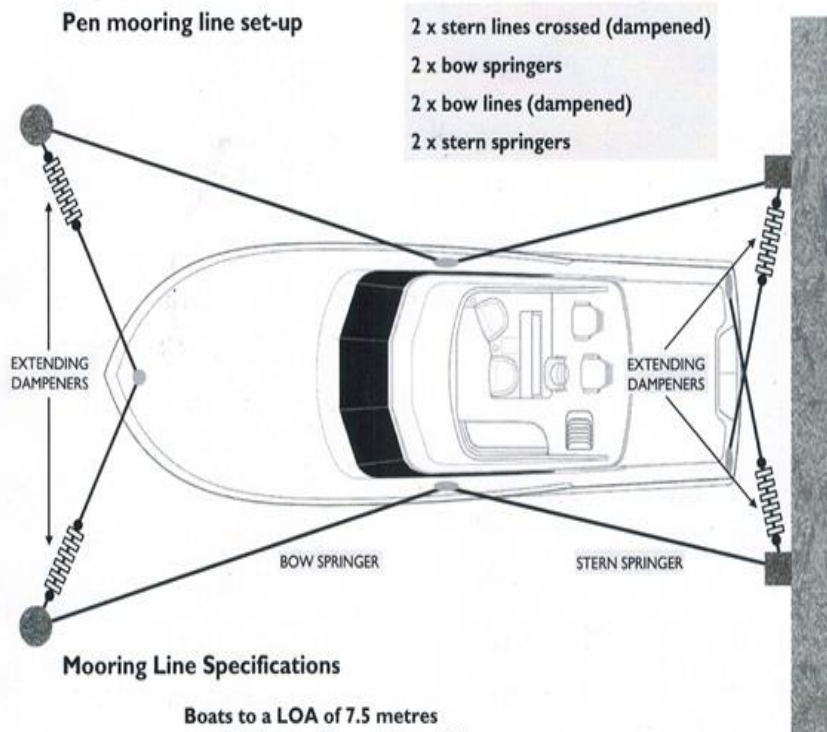
Notwithstanding the general specifications, the Club reserves the right to direct a Member to attach lines of a specific load bearing capacity and in a specific fashion to a boat to address specific mooring issues.

Connecting to a CYC floating mooring the Member is responsible for the tackle and the mooring lines between the boat to the mooring buoy, the club is responsible for all the tackle below the buoy, although dampers are not required 2 Bow mooring lines are required and must comply with the specifications in Appendix 1 below.

### **A1.3 Periodical Inspections**

The Club periodically inspects all lines and dampers and notifies Members in writing of any missing or defective elements. Any failure to replace or rectify the deficiency within the time specified in the notice results in the Club proceeding to effect the replacement or rectification at the Member's expense, and the cost of such works is charged to the Member's account and becomes a debt owed to the Club.

## PEN LINE REQUIREMENTS



### Mooring Line Specifications

#### Boats to a LOA of 7.5 metres

Chains	10mm minimum link
Ropes	16mm minimum diameter bow and stern lines 10mm minimum diameter side springer
Extender	to suit bow and stern rope diameter
Weights	10 litre concrete only on wooden piles
Shackles	13mm bow shackles

#### Boats to a LOA of 10 metres

Chains	13mm minimum link
Ropes	18mm minimum diameter bow and stern lines 12mm minimum diameter side springers
Extender	to suit bow and stern line diameter
Weights	20 litre concrete only on wooden piles
Shackles	13mm bow shackles

#### Boats over 10 metres LOA

Chains	13mm minimum link
Ropes	22mm minimum diameter bow and stern lines 18mm minimum diameter springer lines
Extender	to suit rope diameter
Shackles	16mm bow shackles.

No chains & weights will be allowed to be put on or be replaced within the marina from **June 2020**  
All existing chains & weights must be replaced with the rubberised dampers by **June 2023**

### PEN LINE REQUIREMENTS - Cont'd

Please note that bow and stern lines require dampers rather than weights or rubber extending dampers.

Club preference is to use springs on bow and stern lines instead of weights.

If weights are used, they must be set a minimum of 500mm between weights and pile (wooden pile).

Note no weights are permitted on steel piles are used, rubber springs only can be used.

Only rubber extending dampers can be used on or near steel piles. Club preference is rubber extending dampers (bow).

Conventional weights can be used where there are wooden piles, but need to be set 500mm clear of piles when attached to the boat.

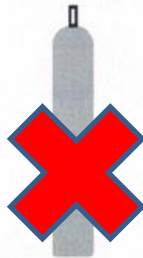
Only rubberised dampers allowed from June 2020

**PREFERRED**



Rubber extending absorber  
No weight required

**PERMITTED WEIGHT**



Concrete in poly pipe  
(no steel)

All weights & chains are banned as of June 2023

## Requirements Relating to Refuelling and Spillages

### **A3.1**

#### **A3.2 Responsibility**

A Member must be in charge of refuelling operations. That Member carries the sole responsibility for refuelling activities.

#### **A3.3 Refuelling Procedures**

##### Before Refuelling

- Set a SFL (safe fill limit) for each tank to allow for expansion or trim. This is not the capacity of the tank.
- Prior to refuelling, determine volume to be pumped into each tank, without exceeding the SFL.
- Moor the boat securely.
- Shut down all engines.
- Make sure firefighting equipment is available for immediate use.
- Take effective measures to contain any spillage (e.g. block scuppers; place buckets/bags under fuel breathers wherever possible; have cloths and/or absorbent pads at hand to catch any minor spills).
- Make sure adequate lighting is available.
- Establish with others on board emergency shutdown procedures.
- Prohibit smoking and ignition sources on or near vessel.
- Fuelling is prohibited if hot works are being performed within 20 metres of the fuelling point.
- The refuelling of a boat rafted up greater than two wide is prohibited.

##### During Refuelling

- The Member or a responsible person delegated by the Member must stand by the nozzle or inlet and maintain a visual check on the breather.
- Place safety bags at each breather while refuelling.
- Maintain contact with the fuel nozzle and fill pipe to avoid static.
- Constantly monitor fill rate to avoid overfilling.
- Adjust flow rate to suit tank to be filled.
- Check hose for any leaks or damage.
- Do not jam the trigger on the fuel nozzle open.



## **After Refuelling**

- Lift the filler hose and nozzle to drain any residual fuel from the hose into the tank.
- Thoroughly clean up any spillages.
- Leave the hose in a tidy state by the fuel cabinet.
- Be aware that traces of fumes may remain in lower extremities of vessel such as the hull and bilges. Operate bilge blowers to purge remaining fumes before operating or starting engines.

### **A3.4 Managing and Reporting Spills**

#### **Managing Spills**

- Spill Kits are available at the base of the Western stairs and at the fuel pump on the jetty. Spill Kits contain booms, pads, pillows, mops, gloves and plastic bags for the safe disposal of used materials.
- Urgently attempt to contain the spill unless it is petrol.
- Spills involving petrol should be left to professionals as petrol is extremely flammable.
- If the spill is small, absorbent pads should immediately be placed on the spill and then removed and disposed of correctly no flammable product are to be placed in the clubs dumper bin they must be removed from the property and disposed of appropriately.
- For spills of any significance or when fire is considered to be a danger, professional help should immediately be sought. Contact the Department of Fire and Emergency Services. Dial 000 Remember time is of the essence
- In the interim try to contain the spill with absorbent pads from the Spill Kit as well as brooms and mops. This service will direct the clean-up.
- For land-based spills all efforts should be made to contain the spill and prevent it entering the river.
- Do not use detergents or chemicals on spills.
- Members are encouraged to keep absorbent pads on their boats.
- The Club Boatswain and some administration staff have been trained in the correct use of Spill Kits. They should be contacted, and their assistance sought during their working hours.

#### **Reporting Spills**

- All spillages are to be reported the Club office or a Flag Officer at the same time as the management process has commenced. This includes spills observed by a Member who was not involved in the spill, such as observed oil slicks. It also includes any spill, regardless of size, that is on the water or may enter the river.
- Once the spill has been dealt with the Member must complete an Incident Report Form. Forms are available from the office.
- The Department of Transport pager for spills observed after hours is 9480 9924. When reporting the spill, the following information will assist the emergency response:
  - When and where the incident occurred and whether it has ceased.

- Type of substance and estimated quantity released.
- Any activity initiated to contain the spill.
- Source of the spill.
- Name of the boat if applicable; and
- The reporter's contact details.

## Club Electrical and Gas Standards

### A4.1 Connecting Boats to Shore Power

The boat's low voltage electrical system and the supply lead for connection to the shore-based power supply must comply with Australian Standard 3004 and the following requirements. These requirements are in addition to the need for electrical systems on boats to be certified as compliant with regulations and standards.

All boats connecting to shore power must have a galvanic isolator fitted

**(This has become compulsory as of June 30th, 2020)**

The electrical supply at the Claremont Yacht Club is 240 volts at 50Hz single phase supplied by 15-amp socket outlets, which will accommodate standard Australian plug. Connection to the 240-volt single phase supply must be via a 15amp 3 pin plug with an IP rating of IP56 (dust proof and weatherproof to heavy seas force). Plug tops with an IP56 rating can be identified by the screwed locking ring.

The service pillar connection requires a 15-amp heavy duty supply lead with an IP56 3 pin plug and locking ring. The boat connection end of the lead requires an IP56 3 pin socket and locking ring. Both locking rings need to be engaged when in the lead is in use. 3 pin plugs with a rating of less than IP56 are not permitted.



Service pillar connection:



Vessel Connection

The Supply leads must be heavy duty flexible cords with a minimum current rating of 15 and a continuous length not exceeding 25 meters (complying with AS/NZS 3191 or AS/NZS 5000.1).

Supply leads are to be tested and tagged on an annual basis by a qualified person. Tags are to be affixed within 1 metre of the service pillar connection.

Supply leads must be attached to the boat and the jetty in such a manner that no chafing or rubbing can occur at any point along its entire length.

The supply lead and either of its ends must be prevented from sagging or falling into the water.

Only ONE supply lead is to be connected to any socket outlet. The use of double

adaptors or power boards is prohibited.

The entry of moisture and salt into the boat's shore power inlet may cause a hazard. This should be examined carefully and cleaned before connecting to the facility electrical supply.

Before leaving the pen system, the facility electricity supply must be switched off and the supply lead disconnected. The supply lead should be disconnected from the facility socket outlet first, and then from the boat's shore power inlet. Any cover that may be provided to protect the appliance inlet from the weather should be securely replaced. The supply lead should be coiled up and stored in a dry location where it will not be damaged.

#### **A4.2 Batteries and Battery Charging**

Battery trickle chargers or other electrical equipment, attached to the Club's power mains, may be left on unattended provided the charger has an automatic voltage cut out and is fitted a suitable fuse on the AC side of charger.

#### **A4.3 Liquid Petroleum Gas (LPG)**

All Members with boats occupying boating accommodation with gas appliances on board must provide to the club with a copy of the boats gas compliance certificate, completed by a licensed installer in accordance with the *Gas Standards Act 1972 (WA)*; the Office of Energy Gas Regulations 1999; and Australian Standard clause AS5601/-2004. A sighting of the certificate will suffice if it is attached to the boat.

Whether the gas cylinder supplies a fixed or portable appliance must.

As stated in gas Standard regulations 1999

"For the purposes of clause 6.3.4.3 of AS5601/AG601-2002 a cylinder compartment drain must be connected directly to the outside of the marine craft"

This means the storage location of the cylinder to comply must drain to the outside of the boat and not be able to drain into the hull. LPG flows like water

**REGISTRATION OF A MAINTENANCE CONTRACTOR EMPLOYED BY A MEMBER**

All Maintenance or Service Providers entering the premises and the boating accommodation to carry out work on a Member's boat must obtain permission from the General Manager or his delegate. Permission will only be granted if the contractor or subcontractor:

1. Provides Certificates of Currency which satisfy all insurance requirements, detailed below.

2. Undertakes and agrees not to commence or proceed with any action, suit or proceedings against Claremont Yacht Club or any director, officer, employee or agent of the Club in respect of any personal injury or damage to property occurring whilst the contractor or subcontractor is within the Club's premises or facilities, unless caused by the sole negligence of the Club.

3. Completes the details below and signs the acknowledgment.

Maintenance Contractors or Service providers failing to satisfy the Club's requirements will be refused permission to enter or work within the premises or facilities.

**INSURANCE REQUIREMENTS** Access to Claremont Yacht Club Premises is strictly contingent on contractors fulfilling ALL of the following insurance requirements:

1. Workers Compensation or Personal Accident Insurance (for sole traders)

2. Ship Repairers Liability Insurance with an indemnity limit of not less than \$10 million. Or Public Liability Insurance which includes a Ship Repairs Liability with an indemnity limit of not less than \$10 million. (Note: Normal Public Liability Insurance does not provide cover for marine craft over 4M)

**SAFE WORK PRACTICES** You are required to observe the safe work practices requirements of the Occupational Health, Safety and Welfare Act 1984, the Occupational Health, Safety and Welfare Regulations 1988, appropriate Australian Standards and Codes of Practice approved by State and Federal Occupational Health and Safety Commissions, as they apply to your tasks.

- You are to ensure that you and your employees are trained and supervised in the safe use of all equipment or tools required to carry out your tasks.

- You are to ensure that you and your employees observe all safe work practices in relation to working in confined spaces.

## ENVIROMENTAL REQUIREMENTS

### General Legal Obligations

Maintenance or service Providers have an obligation to conform to the requirements of the following:

- Australian Standard 1940 – The Storage and Handling of Flammable and Combustible Liquids.
- *Environmental Protection Act 1986 (WA)*; and
- *Pollution of Waters by Oil and Noxious Substances Act 1987 (WA)*.

Pollution of waterways is a prosecutable offence and the Club takes all reasonable precautions to prevent and contain pollution originating from club facilities. The Club urges Members and Service providers to make themselves familiar with all applicable legislation and standards.

The use of toxic or dangerous chemicals, paints, etc is not permitted.

FEES Access to the Club premises can be on a Short Term or Long-Term arrangement, fees are as follows (as at 1 September 2015):

Short Term: \$ \_\_\_\_\_ per month, per card

Long Term: \$ \_\_\_\_\_ per year, per card

Access cards will only be issued once all relevant fees are paid and all Certificates of Currency have been supplied. Continued access will be subject at all times to both currency and validity of insurance.

Complete and return to Claremont Yacht Club:

COMPANY NAME:

\_\_\_\_\_

ABN: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Mobile No \_\_\_\_\_

## INSURANCE

1. Workers Compensation or Personal Accident Insurance (Please Circle)

INSURANCE COMPANY:

\_\_\_\_\_

Policy No: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

2. Ship Repairers Liability Insurance (Must have indemnity Limit of not less than \$10 Million)

INSURANCE COMPANY:

\_\_\_\_\_

Policy No: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

I acknowledge: the above safe work practice requirements and Claremont Yacht Club Boating Accommodation Guide and By-Laws. That if, in the course of carrying out any tasks on the premises of Claremont Yacht Club, I consume electricity or water in any substantial quantity, or use other of the Club’s facilities, I am prepared to pay a reasonable price, as agreed with the General Manager or delegate, for the assessed quantity used. I undertake and agree not to commence or proceed with any action, suit or proceedings against Claremont Yacht Club (Inc.) or any director, officer, employee or agent of the Club in respect of any personal injury or damage to property occurring within the Club’s premises or facilities, unless caused by the sole negligence of the Club. I have read this document and agree to abide by the outlined conditions.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name of signatory (please print):  
\_\_\_\_\_

**APPENDIX 5**

