

ROWING EQUIPMENT STORAGE POLICY

OVERVIEW

This policy describes the principles by and conditions under which Lake Macquarie Rowing Club Inc. licenses space in its Clubhouse for private boat, oar and associated equipment storage.

DEFINITIONS

LMRC: Lake Macquarie Rowing Club Inc., also referred to as “The Club”.

Committee: the management committee of LMRC.

The Boatshed: the boatshed occupied by LMRC at the eastern end of First Street, Booragul; also referred to as the “Clubhouse”.

NGS: Newcastle Grammar School Ltd.

Rowing equipment: rowing boats, oars and other associated equipment.

Associated equipment: equipment directly related to the functioning, transport and maintenance of rowing boats, and the sport of rowing.

Licensee: Members of LMRC and Newcastle Grammar School Ltd. (NGS), who are bound by this policy.

“Tinnie / RIB”: means aluminium dinghy and its outboard motor, and/or Rigid Inflatable Boat and its outboard motor; and their associated safety gear and fuel tanks.

1. RESPONSIBILITIES

- 1.1. The Committee shall endeavour to rack as much rowing equipment as reasonable, given appropriate space. Priority is given to LMRC rowing equipment.
- 1.2. The Committee is responsible for this Policy and for regular review of its content and application to ensure it meets the ongoing needs of Lake Macquarie Rowing Club (LMRC), and to communicate any amendments required to meet these needs.

The Boat Captain will have the delegated authority of implementation. Grievances surrounding decisions may be submitted in writing to the Committee. The Committee shall review the decision and provide a determination which shall be considered final.

- 1.3. Decisions made by the Committee and/or the Boat Captain on matters related to the implementation of this policy, must be justifiable to Members and confirmed, in writing to any Member if requested.

- 1.4. Rowing equipment storage location is at the discretion of the Committee, having taken into consideration factors such as the Club's own requirements, the type of rowing equipment and the amount of usage by the owner, the ease by which members need access to rowing equipment subject to health and fitness, and any other reasonable and relevant factors.
- 1.5. It is the responsibility of the Boat Captain to maintain an up-to-date inventory of all rowing equipment stored in the boatshed, and to ensure that all storage facilities in the boatshed are maintained in good condition.
- 1.6. Transport of rowing equipment to and from any regatta or Club activity is the responsibility of the owner; neither the Club nor the Committee is obligated to make transport arrangements for private rowing equipment.
- 1.7. Owners are required to personally supervise the safe and secure loading and unloading of their rowing equipment to any Club trailer or associated transport, to and from any regatta or any other Club activity.

The Club and Committee will not, under any circumstances, accept responsibility for damage to private rowing equipment during any loading, unloading, storage or transport.
- 1.8. It is the responsibility of private rowing equipment owners to maintain their equipment in a suitable condition that does not constitute a hazard to others using LMRC equipment and facilities.

2. PERMISSION TO STORE ON LICENCE

- 2.1. LMRC may permit financial members of LMRC and may also permit NGS to store rowing equipment in the boatshed under licence in accordance with this Policy and the terms of any storage licence agreement between LMRC as Licensor and a member as Licensee or between LMRC as Licensor and NGS as Licensee.
- 2.2. Where the word "Licensee" or any variation of it appears later in this Policy that refers to a member of LMRC and/or NGS who has become a Licensee pursuant to this Policy, as the contract permits.

3. APPLICATION FOR ROWING EQUIPMENT STORAGE

- 3.1. A member wishing to gain storage privileges for any rowing equipment must apply in writing to the Committee in a form substantially in accordance with the Storage Application Form set out in Schedule: 1 of the Policy and containing at least the following details:
 - (a) Boat details and name shown on it, if applicable.
 - (b) Rigger type (quick release or otherwise).
 - (c) Details of oars or any other associated equipment that are also to be stored.
 - (d) Envisaged amount of usage.
 - (e) Any other information such as any special access requirements, etc.

The making of an application for storage does not guarantee the grant of that privilege.
- 3.2. If the member's application is successful, a Storage Licence Agreement substantially in accordance with the Form set out in Schedule 2 of this Policy shall be served to the member and LMRC prior to the member storing any rowing equipment in the boatshed, and upon receipt of the payment in full of

the License Fee payable pursuant to that agreement the member shall become the Licensee of the rowing equipment storage space allotted to the member in the boatshed.

- 3.3. Members should check on the availability of storage space with the Boat Captain prior to purchasing a rowing equipment, as storage in the boatshed is not guaranteed by the Club. Requests for rowing equipment storage should be in writing to the committee as described in this section.
- 3.4. Any rowing equipment to be stored in the clubhouse must first be approved by the Boat Captain or Committee, prior to storage.
- 3.5. In keeping with Point 1.1 of this policy, the Club has a preference for quick release riggers. Priority will be given to the grant and continuation of licences to members whose boats are fitted with quick release riggers. The Club shall, where possible, ensure that new club boats are fitted with quick release riggers.
- 3.6. Where all available storage space is taken, a list of rowing equipment that is sought to be included in the boatshed (“the waiting list”), is to be maintained on behalf of the Committee by the Boat Captain. The waiting list will be updated as new requests are made, cancelled or filled, and will be regularly reviewed by the Committee. The waiting list does not in any way indicate the priorities in which application for storage will be granted. This is subject to the factors in point 1.4.
- 3.7. When appropriate space becomes available, a Member on the waiting list will be notified immediately, must indicate acceptance of the storage space within 7 days of notification, and must make every effort to occupy the space, within 21 days of notification.
- 3.8. If any Member is unable to occupy the space, within the said 21 days without reasonable explanation, the Committee may offer the space to another member on the waiting list.
- 3.9. A Member must repeat the application process for each subsequent item of rowing equipment sought to be stored in the boatshed.

4. APPLICATION FOR ROWING EQUIPMENT STORAGE - NGS

- 4.1. NGS wishing to gain storage privileges for any rowing equipment must apply in such a manner and provide such information as LMRC may reasonably require.
- 4.2. Upon such application being successful a Storage Licence Agreement in a form and containing terms agreed upon between LMRC and NGS shall be signed and upon receipt of payment in full of the Licence Fee payable pursuant to that agreement or upon agreed arrangements being made between the parties, NGS shall become the Licensee of the rowing equipment storage space(s) allotted to it in the boatshed.
- 4.3. Rowing equipment to be stored in the boatshed must be approved by the Boat Captain or Committee prior to storage. The club has preference for quick release riggers.
- 4.4. GS is permitted to store a maximum of 3 Tinnies / RIB's in the clubhouse free of charge, provided authorised LMRC Members have access to usage during times of LMRC boat shortages &/or emergency.
- 4.4.1. A reciprocal use arrangement is extended by LMRC to NGS Coaches outside of LMRC coaching times and in accordance with LMRC Boat Booking

requirements – in each event, priority is retained by the owner (either LMRC or NGS). Fuel replenishment and any repairs (outside of normal wear and tear) are to the cost of the user.

- 4.5. Unless otherwise advised, LMRC offers free storage for the NGS Eight providing the boat is available for use by authorised LMRC members.
- 4.6. Authorisation of LMRC members for use of the specified NGS equipment shall be via the Committee.
- 4.7. Other NGS rowing equipment that the Committee agrees may be stored without cost (providing authorised LMRC members may have access for use), and will be documented on the (annual) Boat Storage Invoice to NGS – request for amendment to such may be made in writing to the Committee at any time in accordance with the requirements of this Policy.

5. CONDITIONS OF ROWING EQUIPMENT STORAGE

- 5.1. The licensee will pay a license fee in the amount determined by the Committee at the beginning of each financial year, for a period determined by the Committee, and will continue to pay the license fee for rowing equipment as long as any rowing equipment stored at the boatshed by the licensee remains there. Fees are payable according to LMRC's 'Invoice and Debtor Process'.
- 5.2. Either party (LMRC or Licensee) can revoke the licence for storage of rowing equipment in accordance with the terms of the relevant storage agreement between the Licensee and LMRC.
- 5.3. If a licence is revoked, the licensee will remove the rowing equipment from the boatshed and the parties will adjust the licence fee on a monthly pro rata basis having regard to the time that the boat has been stored in the boatshed.
- 5.4. If the member licensee does not remove the rowing equipment when the storage licence agreement has been revoked or when the storage licence agreement has been terminated, LMRC may dispose of the rowing equipment under the provisions of the Uncollected Goods Act 1995.
- 5.5. If the member licensee ceases to be a financial member of LMRC, then the license on the stored equipment is revoked.
- 5.6. If the licensee does not use their rowing equipment for an extended period of time without satisfactory explanation of the circumstances, and the space is required for the Club's fleet or other private rowing equipment, then the Committee may chose to relocate the rowing equipment, or revoke the license.
- 5.7. The Boat Captain may relocate any rowing equipment but must consult with, and notify the licensee and any affected members, of any decision regarding movement, prior to relocation.
- 5.8. If the licensee does not respond, within 7 days, to a relocation request made by the Boat Captain regarding movement of their rowing equipment then the Boat Captain may go ahead with the move, at his/her discretion.
- 5.9. Rowing equipment remains in the boatshed at the risk of the licensee. LMRC will not be liable for any damage to or loss of rowing equipment unless such loss or damage is caused by the wilful act or negligence of LMRC or its servants or agents.

- 5.10. The licensee will repair any damage sustained by the boatshed caused by the licensee, reasonable wear and tear excepted. In the event that the licensee does not repair such damage, LMRC may repair the damage at the cost of the licensee.
- 5.11. The licensee must abide by all safe storage practises endorsed by LMRC.
- 5.12. Rowing equipment storage positions can only be exchanged between licensees by mutual agreement and with the approval of the Boat Captain.
- 5.13. Should a member licensee sell his/her rowing equipment to another Member of LMRC, such transfer of ownership does not carry with it the license of storage, or preferential access to storage facilities.
- 5.14. A licensee may replace their licensed boat with another similar boat, within an existing license, upon notifying the Boat Captain or Committee.
- 5.15. LMRC permits associated equipment such as boat slings, car cradles, and steps to be stored in the boatshed on condition that such equipment is available for all LMRC members to use free of charge. Car cradle use shall be managed by the Boat Captain.
- 5.16. A Storage Licence Agreement is personal to the licensee and is not transferrable.

6. INSURANCE

- 6.1. Insurance (including cover whilst stored and being transported) of private rowing equipment is the responsibility of the owner / licensee.
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SCHEDULE: 1

ROWING EQUIPMENT STORAGE APPLICATION FORM - MEMBER

To be completed by the Applicant and returned to the LMRC Committee.

NAME: _____ DATE: ____/____/____

BOAT TYPE: _____

BOAT MANUFACTURER: _____

YEAR OF MANUFACTURE (if known): _____

NAME ON BOAT (if any): _____

RIGGING TYPE (conventional, wing, quick release): _____

NOTE: LMRC Committee has determined that all new, private boats shall have their riggers removed when stored on racks - unless otherwise approved by the Committee.

DETAILS OF OARS & ASSOCIATED EQUIPMENT ALSO REQUIRING STORAGE:
(include number of oars & type, riggers requiring storage)

ENVISAGED USAGE (tick one):

<input type="checkbox"/>	DAILY
<input type="checkbox"/>	SEVERAL TIMES A WEEK
<input type="checkbox"/>	WEEKENDS
<input type="checkbox"/>	OCCASIONALLY
<input type="checkbox"/>	REGATTA / RACING

OTHER INFORMATION / SPECIAL REQUIREMENTS:

Signed by the Applicant

SCHEDULE 2

STORAGE LICENCE AGREEMENT – LMRC MEMBER

Date:

Parties: LAKE MACQUARIE ROWING CLUB INC (LMRC)

And

(licensee)

Definition: "The boatshed" means the boatshed occupied LMRC by at the eastern end of First Street Booragul

OPERATIVE PART

1. LMRC permits the licensee to rowing equipment at the boatshed as per the conditions of the LMRC Rowing Equipment Storage Policy and in accordance with this agreement.
2. LMRC permits associated equipment such as boat slings, car cradles, and steps to be stored in the boatshed on condition that such equipment is available for all LMRC members to use free of charge. Car cradle use shall be managed by the Boat Captain.
3. Either party can revoke this licence by giving 14 days written notice to the other party.
4. The licensee will pay a license fee to LMRC, of the amount determined by the Committee at the beginning of each financial year, for a period as determined by the Committee, and will continue to pay the license fee as long as the rowing equipment stored at the boatshed by the licensee remains there.
5. When this licence is revoked, the licensee will remove all rowing equipment from the boatshed and the parties will adjust the licence fee on a monthly pro rata basis having regard to the time that the rowing equipment has been stored in the boatshed.
6. The licensee will repair any damage sustained by the boatshed caused by the licensee, reasonable wear and tear excepted. In the event that the licensee does not repair such damage, LMRC may repair the damage and recover the cost of repair from the licensee in a court.
7. This agreement does not create the relationship between LMRC and the licensee of landlord and tenant. The relationship of bailor and bailee only arises after the licensee has failed to remove the rowing equipment from the boatshed when this licence has been revoked or when this agreement has been terminated. LMRC has a lien over the rowing equipment for unpaid license fees and damages for breach of this agreement.
8. In the event that the licensee does not remove the rowing equipment when this licence has been revoked or when this agreement has been terminated, LMRC may dispose of the rowing equipment under the provisions of the Uncollected Goods Act 1995.
9. The rowing equipment remains in the boatshed at the risk of the licensee. LMRC will not be liable for any damage to or loss of the rowing equipment unless such loss or damage is caused by the wilful act or negligence of LMRC or its servants or agents.
10. When the rowing equipment is removed from the boatshed, the licensee will return to LMRC all keys to the boatshed unless the licensee remains a member of LMRC.

The licensee will not make or retain any copies of the keys to the boatshed. If the licensee fails to return its keys to LMRC, the licensee will pay to LMRC the cost of replacing the lock to the boatshed.

11. The licensee has read and is in agreement with all storage conditions described in LMRC's 'Rowing Equipment Storage Policy'.
12. If the licensee breaches any of these conditions, LMRC may terminate this agreement by notice in writing to the licensee and may recover its losses in a court.
13. This licence agreement is personal to the licensee and is not transferrable.

Signed on behalf of LMRC

Signed by the licensee

Attach: Applicant's Schedule: 1, Rowing Equipment Storage Application Form