



ACKNOWLEDGEMENT BY APYAC BOAT SPACE HOLDERS

Name:

Address:

.....

Mobile:

Email:

I acknowledge that:

I have received, read and understood The APYAC Boat House Terms and Conditions and the APYAC Boat House Regulations and By-Laws attached.

My occupation and use of the Boat House and allocated boat space is held subject to them.

Signed:

Dated: .../.../...

APYAC BOAT HOUSE TERMS AND CONDITIONS

1. **I ACKNOWLEDGE AND AGREE** to participate in the storage and use of my Boat/Kayak, that my participation is voluntary, and I acknowledge that the use of my Boat/Kayak may constitute an 'obvious risk'. I assume full responsibility for my own safety without limitation while participating in the use of my Boat/Kayak and the equipment in the Boathouse.

2. **I ACKNOWLEDGE AND AGREE** that for the purposes of the Australian Consumer Law, the use of my Boat/Kayak is 'recreational services and the use of my Boat/Kayak and participation attaches obvious risks associated including but not limited to death, personal or mental injury, equipment failure, the acts of others and the general inherent risks of the use of my Boat/Kayak at sea. I further acknowledge and agree that APYAC's liability arising from the use of my Boat/Kayak is excluded or reduced because of the acknowledgement herein of the obvious risks.

3. **I ACKNOWLEDGE AND UNDERSTAND** that to the full extent permitted by law, including Wrongs Act 1958 (Vic) and Australian Consumer Law, I:

- a. have been told and accept the risks associated with the safe use and operation of my Boat/Kayak and the associated Boathouse equipment, including cranes
- b. have been told and accept that while all due care is taken to ensure the safety of the Boat/Kayak owner, passengers and APYAC members, boating is inherently dangerous;
- c. I have received the appropriate training to operate the Boathouse equipment and that I am capable in my ability to do so.

Date of Boathouse Induction:

APYAC Induction Supervisor:

4. **I ACKNOWLEDGE AND AGREE** that several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the APYAC is required to ensure that the recreational services it supplies to you:

- a. are rendered with due care and skill; and b. are reasonably fit for any purpose which you, either expressly or by implication, make known to APYAC; and
- c. might reasonably be expected to achieve any result you have made known to APYAC.

5. **I ACKNOWLEDGE AND AGREE** that I RELEASE from liability and hold harmless APYAC, its directors, employees, contractors, servants, and agents from and against any and all claims, allegations, debts, causes of action, liabilities, proceedings, rights, entitlements, demands, obligations, losses, expenses, costs and damages, of any kind arising out of the use and storage of my Boat/Kayak.

6. **I ACKNOWLEDGE AND AGREE** that I will observe and obey all Boathouse Regulations and By-laws as listed on the APYAC website tab - Boat House Reg. & By Laws : apyac.org.au/club-rules/#boat-house-regulations

7. **I ACKNOWLEDGE AND AGREE** that if I am working alone in the Boat House I will have notified another member of my doing so and that no work activity will take place outside the hours of 6.00am to 6.00pm unless authorised by the Boat House Captain.

8. **I ACKNOWLEDGE AND AGREE** that if my work activity involves Hot Work (welding, grinding, using a heat gun or other hot work) I will always have a second member in attendance at all times with a Fire Extinguisher at the ready.

9. **I ACKNOWLEDGE AND AGREE** that my Boat/Kayak is always maintained in a seaworthy condition at all times.

Please list all parties that have a share in this Boat or Kayak. All interested parties are required to fill out and sign off on the **BOAT HOUSE TERMS AND CONDITIONS**.

Boat Registration Number:

Owner Name on Registration with Vic. Roads:

Signature of Registered Owner:

Owner Address on Registration with Vic. Roads:

Other Interested Party Name:

.....

Signature of Interested Party:

Date All Sign:

Signature of Witness:

Name and Address of Witness:

.....

Date:

APYAC BOAT HOUSE REGULATIONS AND BY-LAWS

1. BY-LAWS

- 1.1 The Boat House shall be open at all times to members as determined by the Executive Committee.
- 1.2 NO illegal games shall be played on the Club's premises.
- 1.3 NO raffles are to be conducted in the Club without the permission of the Executive Committee.
- 1.4 The Club shall comply with the Local Government By-Laws which includes smoking and alcohol restrictions.

2. BOAT HOUSE REGULATIONS

- 2.1. NO boat shall be allotted a space until the boat has been passed by the Boat House Captain or authorised member, who may refuse to accept it.
- 2.2. NO member shall be allotted more than one boat or boat space or more than one share or allotment in more than one boat.
- 2.3. NO painting or repairing boats allowed on the floor of the Boat House except by consent of the Boat House Captain or authorised member.
- 2.4. Members must put their boats in their allocated places and stow away all gear at all times.
- 2.5. NO boat gear or article shall be placed on the Club premises without the consent of the Boat House Captain or authorised member.
- 2.6. ALL Boat House and locker fees, to be paid yearly in advance.
- 2.7. NO member will be allowed to take out or interfere with any other member's boat or gear without written authority from the owner of same.
- 2.8. Members must not place any obstruction in the way of boats or boating space whose owners wish to use the overhead gear to put their boats in the water.
When launching or retrieving boats, due courtesy, and awareness of any safety issues with the weather conditions, and the possibility that there are other boats wanting to use the gantries, boats should be transferred from the gantry cranes as quickly as possible.

BOAT HOUSE REGULATIONS (Continued)

- 2.9. THE Boat House gear, boat spaces, and lockers shall be used by members only, and subject to the by-laws of the Club.
- 2.10. THE owner or any other person, placing or leaving any boat, gear or article in or on the Club premises, shall, on request in writing by the Boat House Captain, remove the same within such time as fixed by the Boat House Captain. In default, the Boat House Captain may remove or cause the same to be removed off the Club premises to any other place at the expense of the owner. Neither the Club nor its members shall be liable for any loss, expense, or damages occasioned thereby.
- 2.11. ANY boat, gear or article left on the Club's premises for more than three months, and for which the owner cannot be found, shall be forfeited to the Club, and may be sold or disposed of by order of the Boat House Captain after giving one month's notice, which notice shall be posted on the Notice Board in the Club Rooms. The proceeds of sale or disposal shall go into the Club's funds.
- 2.12. ANY member desiring to place a boat in the Boat House shall apply in writing to the Boat House Captain giving particulars of the dimensions and construction of the boat and shall supply any other particulars the Committee may require.
- 2.13. THE Boat House Captain shall allot the boat space for such time and in such manner and upon such conditions as he or she thinks fit.
- 2.14. THE overhead gear, Club chattels and electric light shall be used by members at their own risk in all things. Each member using the Club's gear or property shall be responsible for any damage thereto, and shall replace or make good the same at his own expense.
- 2.15. Members using any Club property shall take all reasonable precautions against accident or damage; and members working on the Club premises shall promptly remove any scraps, shavings, dirt, etc., so as to leave the premises clean and in good order.
- 2.16. ALL boats, gear and property while on the Club premises are at the owner's risk. The Club accepts no responsibility whatsoever. It is up to a boat owner to insure their property.
- 2.17. ANY member negotiating for the sale or transfer of his boat shall notify the Executive Committee for approval.
- 2.18. ONLY protected safe working lights should be used. The electric light must not be interfered with.
- 2.19. THE Club hire boats must be booked and paid for by members in advance before leaving the Club's premises. REFER to APYAC RISK WAIVER FORM, BOAT HIRE AGREEMENT AND BOAT HIRE TERMS AND CONDITIONS.

BOAT HOUSE REGULATIONS (Continued)

- 2.20. ANY member purchasing or placing a boat in the BOAT HOUSE shall undergo a boat-handling test by the Boat House Captain, or authorised member, as per the Boat House: Boat Launching and Retrieving Guidelines.
- 2.21. A key to the boat house will be issued at a cost of \$20 deposit but remains the property of the Club and must be returned when the member ceases to be the Club registered owner of that boat. \$20 is refundable on surrender of the key.
- 2.22. Access to the Boat House workshop is by request to the Boat House captain or authorised member.
- 2.23. Members boats stored in the Boat House are required to be actively used. As a measure of activity, a minimum of five launchings and trips per annum is required.
- 2.24. Any owner whose boat has less use than 5 trips in the Club's fishing season will be required to pay a \$1000 storage fee. If payment is not received within 4 weeks of an invoice or satisfactory arrangements are not made with the Boat House Captain, then the boat will be impounded, and the member's fob cancelled. After a further 60 days the boat will at the Committee's absolute discretion either be offered for sale to members and sold to the highest bidder with the balance of funds paid to the member less the fine, any outstanding fees and any other reasonable expenses incurred by the Club. Exceptional circumstances may cause the Boat House Captain to waive or vary this By-Law.
- 2.25. A further year of under-use will result in the boat being compulsorily removed from the Boat House at the owner's personal cost, recoverable by the Club. Exceptional circumstances may cause the Boat House Captain to waive or vary this By-Law.
- 2.26 All Boathouse boat and kayak owners are required to attend at least 3 Boathouse working bees or 3 other Boathouse tasks, as discussed and agreed upon by the Boathouse Captain, per vessel stored. If the boat/kayak owner does not meet this requirement per financial year an additional \$500 fee will be added to the owners, next annual membership years invoice. The Boathouse Captain has the ability to waive this fee on a case by case basis.