



# Canberra Rowing Club Inc

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## BY LAW NO 3 – PRIVATE EQUIPMENT STORAGE BY-LAW

This by-law is made by the Committee under the authority given it by paragraph 36 of the Rules of the Canberra Rowing Club Incorporated.

Canberra Rowing Club allows members to store boats and other equipment in the boatshed, recognising that individual members have particular needs and preferences in regard to equipment and recognising also that members using their own equipment generally reduce the demand on Club-owned equipment.

The storage of privately owned equipment in the boatshed does pose some risks to the Club and to other Club members, and also intensifies the demand for storage space. It is incumbent on the Club to attempt to minimise those risks and to optimise the space that is available.

These are the purposes of this By-Law.

### Definitions

In this By-Law, the following definitions apply:

“equipment owner” means the person who has possession of equipment, even if the person does not actually own the equipment, eg it is leased or borrowed.

“boatshed” means the Canberra Rowing Club boatshed located at 8 Alexandrina Drive Yarralumla and the surrounding land leased by Canberra Rowing Club.

“privately owned equipment” means any equipment not owned by Canberra Rowing Club.

“equipment” means any object, but primarily boats of any type, oars, sculls, motors, racks and parts of these.

“Committee” means the Canberra Rowing Club Committee

“Equipment Storage Form” means a form approved by the Committee for applying for storing equipment in the boatshed.

### Terms and Conditions

Although the Club allows storage of privately owned equipment, (eg boats, sculls and oars) in the boatshed, it is not obligated to do so and neither is it obligated to continue allowing equipment to be stored. Storage of private equipment is allowed under the following conditions:

### Approval for Storage (and Equipment Storage Form)

1. No privately owned equipment is to be stored in the boatshed without formal approval of the Committee. Formal approval will not be given without submission of a completed Equipment Storage Form.
2. The equipment owner must apply for permission to store equipment in the boatshed by completing an Equipment Storage Form and submitting it to the Club Committee through the Club Captain.
3. The Club will always give priority to storage of equipment belonging to financial Club members. Priority will also be given to storage of equipment in frequent use. Individual members' needs for particular equipment not adequately provided by the Club will also be recognised.

### **The Club's Discretion and Responsibilities**

4. The Club has sole discretion as to where equipment is stored. The location at which any item of equipment is stored within the boatshed (on particular racks, walls, floor or in particular air spaces) is a matter at the sole discretion of the Club Captain with the authority of the Committee, and this discretion can be exercised at any time. As with removal of equipment.
5. The Club takes no responsibility for the safe storage of equipment or the misuse of equipment by Club members or non-members. The Club will give no encouragement to private equipment being used without permission.
6. The Club takes no responsibility for the manner in which equipment is stored, whether it is accessible nor whether it is at risk of being damaged.
7. The Club can change any of these conditions at any time with 4 weeks notice in writing (including email) to the contact address provided on the Equipment Storage Form.

### **Key Responsibilities of the Owners of Private Equipment**

8. The equipment owner must maintain the currency of the information on the Equipment Storage Form while the boat or other equipment is stored in the boatshed.
9. The equipment owner must maintain the equipment and associated storage devices in a way that minimises the risk of injury or damage to people, other equipment and the boatshed.

### **Third Party Insurance**

10. The equipment owner must maintain third party insurance coverage for damage caused by the equipment at all times the equipment is in the boatshed.
11. That condition is satisfied if the equipment is included on the Club's group insurance policy; otherwise a copy of a current certificate of third party insurance for the equipment concerned must accompany the initial Equipment Storage Form

and replacement copies must be provided to the Club Captain when the insurance is renewed.

### **Requests by the Club for an Equipment Owner to Move or Remove Equipment**

12. The Club may rescind permission to store equipment at the boatshed at any time and for any reason. The Club will request the equipment owner to move any stored equipment and will give as much warning of the requirement to remove equipment as it sees fit, and generally not less than 2 weeks notice. If not provided orally to the equipment owner by the Club Captain, such a request would be effected by writing (including email) to the contact address provided on the Equipment Storage Form.
13. Where an equipment owner does not remove equipment when requested, or cannot be contacted at the contact address indicated on the Equipment Storage Form, the Club may dispose of the equipment in any way it sees fit. The Club will not dispose of the equipment within 12 months after the equipment owner was a financial senior or junior Club member, and not before placing a notice on the Club's noticeboard for at least 4 weeks stating the Club's intention with respect to the equipment.

### **Appeal to Committee for Review of Decisions**

14. An equipment owner who is a member of the Club may appeal to the Committee for a review of any request made to that member to move or remove equipment or of any refusal to provide storage space, and the Committee is obliged to review that request or refusal. Any such appeal must be in writing and must be submitted to the Secretary at least 2 days before a Committee meeting scheduled to be held within the 4 weeks' duration of the notice or, if no Committee meeting is scheduled within that time, the following Committee meeting. The Committee's decision, having reviewed the request or refusal, is final.

### **Equipment Storage Fees**

15. The Club reserves the right to charge storage fees set by the Committee from time to time. Storage fees would not be set with a primary objective of raising revenue. The range, structure and level of fees would be set to encourage efficient use of the storage available in the boatshed and would take into account membership fees paid and the type of storage provided.
16. Such a schedule of storage fees, and any changes to such a schedule, would be submitted by the incumbent Committee for review and comment at the next General Meeting of the Association, but the schedule would have effect prior to that meeting and charges imposed would not be reimbursed unless a special resolution is passed requiring reimbursement.