

**THE CONSTITUTION OF  
THE STILLWATER BOATING CLUB INCORPORATED  
70 Duck Creek Road  
RD3 Silverdale  
Auckland 0993**

**ALL PREVIOUS CONSTITUTION AND RULES ARE RESCINDED  
DATED 4 AUGUST 2019**

- [1] NAME The name of the Club is “The Stillwater Boating Club Incorporated”.
- [2] OBJECTS The objects of the Club shall be the encouragement of boating generally, the promotion of all aquatic sports and the recreation of the members.
- [3] POWERS Subject to the terms of this constitution and the provisions of the Incorporated Societies Act 1908, the Club activities shall be governed by the Committee and have the power:
- (a) To purchase take or lease or in exchange on hire or license or otherwise acquire hold mortgage and dispose of any real or personal property and any rights and privileges which the Club shall think necessary or expedient for the purpose of attaining the objects of the Club or any of them or protecting the interests of the Club or its members.
  - (b) To purchase, lease, hire or otherwise acquire, construct and maintain and to sell, exchange or otherwise dispose of buildings, fences, machinery, skids, slipways, hauling out sites, roads, paths, and other works, property or assets whatsoever as may be rendered necessary or expedient for the use of the Club.
  - (c) To borrow or raise money from time to time by the issues of debentures, bonds, mortgages for any other security forwarded or leased or secured on all or any of the property and/or properties of the Club or without any such security and upon such terms and conditions as to priority otherwise as the Club shall decide.
  - (d) To invest and re-invest in such securities or assets and upon such terms as the Club shall from time to time think fit, the whole or any part of the funds of the Club which shall not be required for the immediate business of the Club.
- [4] CONSTITUTION RULES Members are obliged to observe all Club rules outlined in the constitution, as detailed in Appendix 1 Club Rules, Appendix 2 Disciplinary Panel Procedures, Appendix 3 Yard Haul Out Application, and any published rules or other binding documents. Appendices above may be amended during a membership year by Committee, and communicated to members.
- [5] MEMBERSHIP The Club shall consist of Financial Ordinary Members, Family Members, Life Members, Junior Members (no voting rights), Honorary Life Members and Associate Members.
- [6] ORDINARY MEMBERS All persons over the age of 18 years interested in the objects of the Club shall be eligible for ordinary membership. Application for ordinary membership shall be made in writing to the Secretary and the Committee shall have full power to accept or decline any application for membership and shall not be obliged to state any reason for declining any such application.

[7] FAMILY MEMBERS Shall be over the age of 18 years and shall be entitled to bring all children under the age of 18 years to the Club and to use the facilities of the Club. Both adult spouses shall be considered as full Ordinary Members, shall be entitled to vote at meetings, and one (during any single term) may hold positions as Officers of the Club. Children under the age of 18 shall not be entitled to vote at meetings or hold positions as Officers of the Club.

[8] LIFE MEMBERS The Committee may admit to Life Membership of the Club any Ordinary Member or newly joining Ordinary Member who pays such sum as the Committee with approval of the Club in the General Meeting may from time to time determine. In the case of a newly joined Ordinary Member, such payment shall be in addition to any nomination fee payable by him or her.

[9] HONORARY LIFE MEMBER Any person may be proposed by the Committee an Honorary Life Member in recognition of valuable services to the Club and whenever any proposal of Honorary Life Membership shall be made, a ballot shall be taken at the next subsequently General Meeting held and upon any person proposed for Honorary Life Membership securing a three-to-one majority he/she shall be deemed a fully elected Honorary Life Member. Such Membership shall extend to the partner of the Member if applicable.

[10] HONORARY MEMBERSHIP The Committee shall have power to grant Honorary Membership to any person for services rendered to the Club or to the sport of boating generally. The Commodore of the Club shall be entitled to grant Honorary Membership to any person visiting from any other part of New Zealand or from overseas. The following provisions shall apply only to those Honorary Members granted by the Commodore as above:

- (a) They shall be entitled to all the privileges of the Club but shall not be entitled to any vote nor hold any office.
- (b) The term of their membership shall not be any longer than one year.
- (c) The Committee may revoke the grant of Honorary Membership to any person at any time.

[11] ASSOCIATE MEMBERSHIP Any person having an interest in the objects of the Club and wishing to support and be associated with its activities but who, in the opinion of the Committee, is unlikely to make use of the boating or other facilities of the Club other than its social and clubhouse facilities shall be eligible for Associate Membership. Application for Associate Membership shall be made to the Secretary in writing and the Committee shall have full power to accept or decline any application for such membership and shall not be obliged to state any reason for so doing. Associate Members shall be entitled only to those privileges of the Club including the use of the facilities of any clubhouse that the Club may own as shall from time to time be prescribed by the Committee but they shall not be entitled to the use of any skids, slipways, hauling out sites or machinery or equipment of the Club, nor will they be entitled to any vote or hold office.

[12] RESIGNATION Any member wishing to resign from the Club shall give notice in writing to that effect to the Secretary and pay all the arrears to that date.

[13] REMOVAL Any member whose subscription is unpaid, may have his or her name removed from the list of members. Any other member who, in the opinion of the Committee, has been guilty of conduct (whether in the Club premises or elsewhere) unbecoming a Club member or conduct which would bring disrepute upon the Club (whether in Club premises or elsewhere) may have his or her name removed from the list of members. Provided, however, that before taking such action the Committee shall notify them in writing and give the member reasonable opportunity to appear before it and state his or her case. And, if the member so wishes, the Committee, upon written request of the member shall bring the question of reinstatement of such member before the next ensuing General Meeting of the Club.

[14] FEES The annual subscription of all members and classes of members and nomination fees (if any) shall be fixed for the ensuing year by each Annual General Meeting of the Club to be held as hereinafter provided. In the case of new members the annual subscription and nomination fee (if payable) are due on election and if not paid within one month of election such election shall be null and void. In the case of a member being admitted after the commencement of the season, the full year's subscription for the then current season as from the preceding first day of July and nomination fee (if payable) shall be paid by him unless otherwise decided by the Committee. If membership is renewed within 24 months the nomination fee may be waived. Nomination fee will be waived when a dependent family member reaches the age of 18 and is required to become a member, provided this occurs within 24 months of reaching 18 years of age.

[15] VOTING Unless otherwise required by these rules, the methods of any voting of the election of officers shall be by secret ballot. Voting on all other matters shall be by voice except that the Chairman or any member may require the matter to be determined on a show of hands. Proxy votes are acceptable and must be in writing and in a form to the satisfaction of the Chairman of the meeting.

[16] CLUB OFFICERS The Committee shall consist of up to twelve financial members ("the officers") made up as follows:

- the Commodore;
- the Vice Commodore;
- Treasurer;
- Secretary;
- up to eight Committee Members; and
- the Club Patron (by right of office).

The following sub-committees will be formed after the Annual General Meeting as advisory committees to the Commodore:

- Financial Sub-committee comprising of the Commodore (Chair), and Vice Commodore when required, Club Captain, Treasurer and the independent Club Accountant when required.
- Building and Facilities Sub-committee comprising of the Commodore (Chair) and Vice Commodore when required, Yard Manager, Club Captain, and up to two financial Club members not on the Committee;
- Club Events and Activities Sub-committee comprising of two current Committee members and up to three Financial Club members not on the Committee; overseen by Club Captain.
- Fishing Sub-committee comprising of 2 committee members and up to three Financial Club members not on the Committee; overseen by Club Captain.

- (a) Any Office bearer other than the Patrons ceasing to be a member of the Club shall automatically cease to be an Office bearer.
- (b) That an Office bearer automatically ceases to hold office in the Club if he/she:
  - (i) Becomes of unsound mind.
  - (ii) Becomes a bankrupt.
- (c) The Club pennant to be adopted by the General Meeting. Only financial members of the Club shall have the right to fly the pennant.
- (d) That two adult members of the same family membership (spouse, de facto or partners, et cetera) shall not jointly hold senior Office positions.
- (e) That an immediate family member or spouse/partner of an employee shall not hold a Senior Office Position.
- (f) The duties of Office bearers are described below.

[17] ELECTION OF OFFICERS

- (a) All officers of the Club shall be elected for the ensuing year at the Annual General Meeting of the Club. They shall be eligible for re-election except that the Commodore may not hold office at one time for more than two consecutive years. Casual vacancies in their number may be filled by a Special General Meeting.
- (b) All nominations for Officers and Committee are to be proposed and seconded in writing and delivered to the Secretary not later than (seven) days before the Annual General Meeting. Such nominations shall bear the names of the proposer and seconder and the written consent of the nominee. The Secretary shall post a list of such nominations on the Club notice board.
  - (i) Proposers, seconders and nominees must be Financial Club members.
  - (ii) Separate nominations must be made for each position nominated.
- (c) In the event of insufficient written nominations the balance of required members may be elected from the floor.
- (d) The Annual General Meeting is to nominate independent scrutineers for the purpose of counting votes/secret ballots.

[18] CLUB CAPTAIN At its first meeting after the Annual General Meeting the Committee shall appoint one of its Ordinary members to be Club Captain and may from time to time prescribe his duties. The Committee at any time may remove the Club Captain from Office and appoint another in his stead.

[19] MANAGEMENT The Committee shall have the entire management and control of the business and affairs of the Club and the Committee's accordingly authorised to exercise all powers and functions and do all the acts, deeds and things which may be exercised or done by the Club save except solely such matters as are expressly referred by these Rules to be exercised or done by the Club in General Meetings.

[20] MEETINGS The Annual General Meeting shall be held at the weekend of the first week of August of each year or as soon thereafter as practicable at a time and place fixed by the Committee for the following purposes:

- (a) To receive the Commodore's report, the Treasurer's balance sheet and statement of accounts for the preceding year.
- (b) To elect officers and members to the Committee for the ensuing year.
- (c) To transact any other business and generally decide on any resolution which may be duly submitted to the meeting.
- (d) A Special General Meeting may be called at any time by order of the Committee or on the requisition signed by at least 10 Ordinary members or five members of the Committee such requisition to state the objects thereof.
- (e) Fourteen days notice of an Annual or Special General Meeting shall be given to the members by circular advertisement or otherwise stating the objects and business of such meeting. Should any member desire to bring a motion before such meeting, such motion shall (except in the case of an alteration of the Rules which is provided for in Rule 27 hereof) be reduced to writing and lodged with the Secretary at least seven days before such meeting.
- (f) There shall be no less than 10 Committee meetings in a Club year. A quorum for any of these Committee meetings should be no less than four Committee members with one being the Commodore or Vice Commodore. Decisions from these meetings must have the majority vote and will be binding. If a quorum is not present, the meeting shall be adjourned for a week and those present at the next meeting will form a quorum.
- (g) The quorum for any Annual General Meeting or any Special General Meeting shall be 20 financial members. The decisions arising from these meetings must have the majority vote

and will be binding. If a quorum is not present, the meeting shall be adjourned for a week and those present at the next meeting will form a quorum.

[21] DUTIES The Commodore or Vice Commodore shall preside at all meetings of the Club and the Committee and in their absence a Chairman to be elected from the Committee.

(a) It shall be the duty of the Secretary:

- (i) To keep a true record of all meetings of the Club.
- (ii) To keep such other records relating to the boats of members or to the racing of member's boats as the Committee shall require from time to time.
- (iii) To keep a correct roll of all members, the date of their election and their registered addresses.
- (iv) To file all documents, records, reports and communications with the Club and to bring them before such meetings as may properly deal with them.
- (v) To notify each new member of his election and furnish him with a copy of the Club Constitution and Rules.
- (vi) To conduct the correspondence of the Club.
- (vii) To notify those members liable of every Special General Meeting or Extraordinary General Meeting.
- (viii) In case of inability to attend any meetings, to cause the necessary books and papers to be conveyed to the place of the meeting.

(b) It shall be the duty of the Treasurer:

- (i) To collect and receive all monies due to the Club and pay all debts due and owing by the Club, passed for payment by the Committee, keeping correct account of all receipts and payments in books provided for the purpose.
- (ii) To produce, prior to the Annual Meeting, a balance sheet of the receipts and disbursements of the past year and a report generally upon the finances of the Club.
- (iii) To have custody of the funds of the Club and to keep accounts of the same in such a manner as at any time clearly show the true financial position of the Club.
- (iv) To pay all monies collected as soon as practicable and without deduction to the account of the Club with the Club's bankers. (That financial year end on the 30th of June of each year).
- (v) To pay such incidental or sundry payments up to a limit set by the ruling Committee without specific authorisation prior to payment.

(c) It shall be the duty of the independent Financial Accountant:

- (i) The club will engage a professional chartered accountant to oversee the financial affairs of the Club.
- (ii) He/she will prepare monthly financial reports using an approved financial accounting package (such as Xero) and present trial balances, creditors and debtors which they will present to the Club and the monthly Committee meetings.
- (iii) The Accountant will also assist the Club on taxation matters and assist where directed to ensure sound financial management of the Club activities maintained.
- (iv) At the Annual General Meeting the Club will elect an "examiner of accounts" who will, at the end of the financial year, examine the Club's accounts for that year. They will report to the Treasurer the year's financial activities at least one month before an Annual General Meeting.

(d) It shall be the duty of the Club Captain:

- (i) To manage the employee relationships of the Committee and to protect both parties' right to privacy at all times, reporting directly to the Committee executive only.
- (ii) To maintain a good understanding of applicable regulations and trading practice.
- (iii) To receive house and bar operation reports from the Bar Manager and to provide such to the Committee as required.
- (iv) To oversee the operations of the Club with regards to functions and events.
- (v) To provide direction to the Bar Manager on stock management and other operational procedures as necessary.

[22] BANK ACCOUNT An account shall be opened with such bank as the Committee shall, from time to time, determine and the Club's account with such bank shall be operated upon by the signatures of any two of the members nominated from time to time by the Committee for such purpose.

[23] SEAL The Common Seal of the Club shall be the Seal adopted as such by the Committee and shall be kept in the custody of the Secretary. Whenever the Common Seal of the Club is required to be affixed to any document the affixing of the Common Seal thereto shall be authorised by a resolution of the Committee one of whom shall be the Secretary or the Chairman of the Committee.

[24] AFFILIATION The Club shall be empowered to affiliate with any other Clubs, Associations or Organisations having objects similar to objects of the Club.

[25] ALTERATION OF RULES At any General Meeting of the Club the Constitution of the Club may be altered, added to, or rescinded, provided however that 21 days notice in writing of the resolution embodying the proposed additions, rescissions or alterations shall be given to the Secretary who shall give notice to members in accordance with Rule 19 and such resolution shall be passed by a majority of at least two thirds of the members of the Club present at such meeting.

[26] AUDIT The books of the Club shall be checked annually (and at such other times as the Executive may direct) by a registered Chartered Accountant appointed by the Committee.

[27] INDEMINITY

- (a) Committee members shall be indemnified out of the Club's assets for all liabilities incurred by them in the bona fide execution of the duties under this constitution.
- (b) No member shall be liable to contribute towards the payment of any liabilities of the Club (whether on dissolution or otherwise) beyond meeting his/her obligation to pay the subscription laid down by the Constitution and any other personal liabilities to the Club arising in the normal way.

[28] WINDING UP Upon winding up of the Club or upon the dissolution thereof by the Registrar, the funds of the Club after payment of all debts and the expenses of winding up shall be disposed of to a similar non-profit organisation in the area as determined by the Club in a General Meeting.

**APPENDIX 1**  
**CLUB RULES**



## **Stillwater Boating Club Rules and Disciplinary Procedures**

This club house is intended for the general relaxation of members, committee meetings and club activities.

The following Rules are to ensure a comfortable and safe environment for our members and their visitors and to comply with current liquor licensing requirements and will be enforced by the Bar Manager, the Club Captain and/or committee members.

- Offensive language or behaviour by members or their guests will not be tolerated.
- Persons under the age of 18 will not be served alcohol, it is illegal to purchase alcohol for anyone under 18 years of age unless you are their parent or legal guardian.
- Intoxicated persons will not be served alcohol and will be asked to leave the premises.
- No alcohol to be brought onto the premises, or the area defined as the licensed premises or to take any alcoholic purchases off the premises.
- A reasonable standard of dress is required, no wet weather gear, no soiled work boots, no bathing suits, bare feet or bodies unless a Flag Officer or Club Captain has granted special dispensation.
- Members using the club house must carry their membership cards at all times and present them on request.
- All visitors **MUST** be signed in by a financial club member. This member will be responsible for the visitors conduct for the duration of their visit. The visitor's book is situated next to the bar.
- Children will be the responsibility of their caregivers who are to ensure that their behaviour does not upset other members anywhere within the club premises.
- The Club Captain, any flag committee member or the Bar Manager reserve the right to decide what constitutes serious misconduct relating to the responsibilities set down in the Sale and Supply of Alcohol Act 2012 or the club rules. Any instances of serious misconduct by a club member or their visitors will result in an immediate banning from the premises pending disciplinary proceedings. The club member or the club member signing in the offending visitor will be asked to attend the first available meeting of the club's disciplinary committee.



**APPENDIX 2**  
**DISCIPLINARY PANEL PROCEDURES**



## Disciplinary Panel

1. **Business of the disciplinary panel:** There shall be a disciplinary panel whose business shall be to determine complaints against club members of conduct affecting the good order, responsibility or the wellbeing of the club. The member who is the subject of the complaint is called the *respondent* and the disciplinary panel is called the *panel*.
2. **Members of the disciplinary panel:** The *panel* shall consist of four members, the Commodore, Vice Commodore and two non-committee members elected at the club's AGM. The chairman shall be the club's Commodore, and in his absence the club's Vice Commodore. Any decision of the disciplinary panel must be a clear majority decision. In the absence of any members of this panel other committee members can be appointed to take their place.
3. **Convening a disciplinary panel:** The club Commodore or in his absence Vice Commodore will convene a meeting of the disciplinary committee when either a letter of serious complaint is received by the club Secretary from another financial member of the club or a notice of banning has been served by the Bar Manager on a member of the club under the Sale and Supply of Alcohol Act 2012. If the latter has been served this banning shall remain in place until the *panel* has convened to consider further penalty if necessary.
4. **Panel Procedure:** The *panel* shall meet to consider each complaint made to it and may set its procedure for doing so as it sees fit. Meetings of the *panel* shall be held "in committee" to preserve the rights of both parties, the *respondent* and the *panel*. Nevertheless both have the right to call witnesses to the event to assist in establishing the facts of the breach. Neither the *respondent* nor the *panel* will have the right to an audience, nevertheless, the *panel* will at all times act fairly and without bias in any decision made.
5. **The Bar Manager:** The Bar Manager will have the right to ban anyone via a formal banning notice (a bluey) for a minimum period of one month or until the disciplinary panel can be formed to hear the reasons for the banning if there is a clear breach of the Sale and Supply of Alcohol Act 2012. The *panel* may decide to further increase the period of banning after establishing the facts surrounding the offence. The *panel* has the right to call the Bar Manager as a witness on behalf of the club. The *respondent* has also the right to call a witness.
6. **Panel Decisions:** At the time of meeting the *panel* may;
  - a. Decline to uphold the complaint and impose no penalty.
  - b. Suspend the membership of the respondent for such period as the *panel* sees fit.
  - c. Expel the *respondent* from membership of the club.
  - d. With the consent of the *respondent*, impose an alternative penalty.
  - e. In the case where the *respondent* has signed in another member and that person has caused the breach then 6(a) to (d) will apply to the financial member who has signed them in.
7. **Notification:** The *panel* will promptly notify its findings and decisions to the *respondent* and the club via a written notice.
8. **Appeal:** The *respondent* will have right of appeal up to fourteen days from penalty notification from the club. All notices of appeal to club penalty shall be in writing to the club Secretary. The appeal should state the reasons of appeal and any objections to the penalty that has been imposed and the grounds of the appeal. The *panel* has the right to consider the appeal as it sees fit but should notify the *respondent* in writing of any further decision made. The decision of the *panel* shall be final and binding on that member.

**APPENDIX 3**  
**YARD HAUL OUT APPLICATION**



# STILLWATER BOATING CLUB

## YARD HAUL OUT APPLICATION

Prices effective as of 1<sup>st</sup> July 2018

Please complete this application and return it to the Club with your payment to make a booking.

Stillwater Boating Club Inc.

70 Duck Creek Road, Stillwater

Auckland, New Zealand 0993 [www.swbc.co.nz](http://www.swbc.co.nz)

Phone: (09) 428 2185      Email: [admin@swbc.co.nz](mailto:admin@swbc.co.nz)

### **Disclaimer**

The Applicant acknowledges by signing this application that neither any member of the Committee of the Stillwater Boating Club, or the Stillwater Boating Club shall accept any responsibility for any loss or damage suffered in the event that the expected date of relaunch is not completed by the date specified in this application.

### **Yard Stay Time and Payment**

1. This application and the enclosed corresponding schedule of charges shall apply for a maximum period of three (3) months from the date that your vessel is hauled out.
2. In the event that the period of three (3) months shall expire, approval for an extension of time must be given to the Applicant by the Yard Manager. Please advise Yard Manger in advance, and if approved, the increased fee\* for the additional period may apply.
3. The Committee of the Stillwater Boating Club reserves the right to decline or terminate an additional term.
4. For avoidance of doubt, the Committee of the Stillwater Boating Club reserves the right to increase the schedule of charges (enclosed) at any time.
5. Subject to Clause 6 below, all payments under this application must be made in either cash or by way of a designated automatic payment system (as designated by the Committee) by the Applicant in favour of Stillwater Boating Club.
6. The Committee of the Stillwater Boating Club reserves the exclusive right to determine the method of payment mentioned in clause 5 above. In the event that the Committee and/or the Stillwater Boating Club decides to accept another form of payment, this shall be deemed binding on the Applicant.

### **Indemnity by the Applicant**

The Applicant agrees and undertakes to indemnify Stillwater Boating Club and/or any or all members of the Committee against any actions or omissions taken or committed by the Applicant which causes loss, and/or destruction and/or damage of any nature whatsoever to any vessels and/or equipment and/or property belonging to Stillwater Boating Club while using Stillwater Boating Club's facilities and/or on Stillwater Boating Club's premises.

### **Terms & Conditions for Operation and Safety Rules for Haul Out, Hard Stand and Grid General**

All operations and work within the ramp and hard stand area shall be conducted with regard to the safety of the people involved and of the general public who may be in the vicinity, and comply with Health and Safety Regulations of the Stillwater Boating Club.

The Yard Manager, any Committee Member or suitably delegated person has the authority to stop any operation or work if that person deems it to be unsafe. The operation or work in question shall cease until the safety concern is resolved to the satisfaction of the Yard Manager or Committee Member.

At all times the Skipper/Owner of a vessel being hauled or launched shall be responsible for the safety of the operation. It is his/her obligation to ensure that the operation is proceeding in a manner that is safe and secure for his/her vessel.

**Main Health and Safety rules to comply with**

Health and safety is a big deal these days, and the club needs to ensure that all rules are followed. Please take this seriously to avoid harm to yourself, harm to others, and potential legal issues if there is an accident.

This is a list of the main safety rules that relate to the boat yard, but it is advised that you read through the full document on the club's website:

1. Random checks of the yard will be undertaken to ensure compliance.
2. Ladders to be tied at the top, and to extend at least 1 metre above the deck wherever possible. Make sure the ladder is sitting on a level and stable platform.
3. No items to be placed on the deck where they could fall off onto people below.
4. Any hazardous substances must be declared to either Mark Penniall on 027 5413627, or to the yard manager, Stuart Hunton. Material data sheets must be available for these substances, so that in the event of a spill or ingestion, the correct action can be taken.
5. Be aware of others at all times when working in the boat yard.
6. No sleeping or living on boats while in the boat yard.
7. No excessive consumption of alcohol while in the boat yard. A couple of drinks is fine, but intoxicated people will not be tolerated, and is in breach of the club's health and safety policy. If you want to keep drinking, please move out of the boat yard.

Please comply with any club committee member's instructions to improve safety.

A complete copy of the club's health and safety policy is available on the club website.

I have read the above safety rules, and agree to comply with them.

Print name. \_\_\_\_\_

Signature: \_\_\_\_\_

Initials \_\_\_\_\_

**HAUL OUT**

1. All haul outs and re-launches are to be pre-booked with the Yard Manager.
  - a. All haul outs to be carried out by Stillwater Boating Club vehicle and staff.
  - b. Any vessel hauled without a booking will be subject to an extra charge of \$100 or will be returned to the water, or both, as decided by the Yard Manager.
  - c. Any member of Stillwater Boating Club who makes two or more unbooked/unauthorized haul outs will be permanently suspended from using the hard stand facilities.
  - d. Private trailers/trolleys for haul out use must first be approved by Yard Manager.
2. At the arranged time the Skipper, and preferably two more people, the Skipper and/or his/her assistants will assist the Yard Manager to assemble the cradle on the trailer.
3. At time of the pre-arranged low tide, the Skipper will assist the Yard Manager to lower the trailer down the ramp.
4. At time of the pre-arranged high tide, the Skipper will position the vessel onto the cradle for haul out.
5. Should the Skipper fail to attend any of the above:
  - a. There will be an extra charge of \$50.00 (including GST) for each default, and in addition;
  - b. The Yard Manager may at his/her option decline to haul the vessel out.
6. When the vessel is safely positioned on the cradle, the Skipper shall give his consent to commence the haul out. The safety of his vessel and crew is at all times the responsibility of the Skipper.
7. Once haul out commences, it is the responsibility of the Yard Manager/Tractor Driver to ensure the safety of the haul operation and the general public. The Yard Manager/Tractor Driver have the authority to:
  - a. close the ramp to other users and;
  - b. direct the general public to stay at a safe distance.

**SKIPPER CRADLES**

8. If the Skipper provides his own cradle then this will only be used once the approval of the Yard Manager is given.
9. In deciding whether or not to give approval, the Yard Manager will:
  - a. visually inspect the cradle to ascertain no obvious defects or excessive rust.
  - b. visually assess the adequacy of the cradle structure to carry the vessel loads.
  - c. visually assess the stability of the cradle and loaded vessel under the conditions of the haul out operation.
10. The Yard Manager's consent to use the Skipper's cradle shall not absolve the Skipper from his responsibility for the adequacy of the cradle under the haul out conditions at Stillwater Boating Club.
11. If the Yard Manager does not give approval for use of the cradle, the cradle will not be used, and the Skipper will remove the cradle from the hard stand and Stillwater Boating Club area within two weeks.

12. If the Skipper disagrees with this assessment, then the Skipper will be required to present a Certification of Fitness for Purpose from a chartered engineer (civil or mechanical). Such certificate must be dated after the Yard Manager's direction that the cradle is not to be used.

### **WASH DOWN**

13. All wash down/water blasting is to be carried out directly above the catchment drain at the top of the ramp.

### **HARD STAND WORK**

14. As from 1<sup>st</sup> July 2015 new regulations from the Environmental Protection Authority ("the Authority") came into force for the Clubs slipway. These new regulations have a direct impact on how you are able to work on your boat while it is on the hard stand and grid. There are two main areas that will impact on all users. These relate to the removal of antifoul and its reapplication and the application of paints to your boat's hull and superstructure.
15. Grinding of steel boats is only permitted under strict regulations. Please check with yard manager prior to any commencement of this activity. You will be held responsible for any damage incurred by other vessels if this is done without prior permission.

### **ANTIFOUL**

16. You are only allowed to waterblast antifoul from your boat while it is on the rails directly above the catchment drain at the top of the ramp, not on the grid.
17. You are required to display signage warning people of the hazard that it creates and to cone off the immediate area to prevent access. The Stillwater Boating Club will provide both signage, he cones and the barrier arms to enable you to comply with this.
18. Re-antifouling your boat can be done anywhere on the yard, however you are now required to display signage advising people that you are applying a hazardous substance and you are required to restrict access to the immediate area. This applies to the removal of the antifoul and hull and cabin paints.
19. You are now required to wear protective clothing or equipment to limit your exposure to the paint and its fumes.
20. If you choose to remove antifoul and paint from your boat by wet sanding or with a scraper you are required to clean the area around your boat and dispose of the waste into the appropriate bins provided. You need to clean under boat on a daily basis.



**SPRAY PAINTING**

21. You can only spray paint your boat, both antifoul and other paints, if you protect yourself and ensure that any adjacent boat or people will not be affected by overspray and/or fumes. Ideally your boat should be fully tented or, at the least, tent sided. You must have signage to warn people of the work you are doing along with barriers to prevent access.
22. No exception will be made to these conditions as significant fines can be imposed by the Authority and the Stillwater Boating Club could lose its water discharge consent which would, in effect, close the yard down. The Stillwater Club has, over the last year, spent considerable funds to ensure the slipway remains compliant with current regulations. These regulations are evolving and we are sure future measures will be put into place that will require your co-operation.

**TRACTOR DRIVERS**

23. Only approved Tractor Driver(s) are permitted to use the tractor to haul out and re-launch:
  - a. Vessels on Stillwater Boating Club trolley and/or cradles.
  - b. Vessels.
24. If the Yard Manager is absent, the Tractor Driver shall be deemed to have the approval of the Yard Manager to proceed with pre-booked haul outs (in particular any haul-outs that have not been pre-booked with the Yard Manger).
25. The Tractor Driver(s) do not have any authority to accept haul out bookings.

**GRID RULES**

26. The grid must be booked on the white board on the Stillwater Boating Clubhouse deck.

**PONTOON**

27. Use of the pontoon is for loading and unloading only. Extended use of the pontoon must be authorised by the Yard Manager. Fees shall be paid to the Stillwater Boating Club as list on the attached Schedule of Charges

**DECLARATION**

I/We the owner(s) of the above craft apply for use of the Stillwater Boating Club’s facilities and the services of the Yard Operator for the hauling out, storage and/or launching of the craft on dates to be arranged with the Stillwater Boating Club.

I/We the owner(s) of the craft jointly and severally agree:

- 1) to be bound by the Rules of the Yard, the conditions of storage of yachts and launches and best practices to be followed for hauling and maintenance of vessels.
- 2) pay the Stillwater Boating Club all sums due and payable by me/us (including penalty interest at the rate of 20% per annum on a compounding basis on any outstanding account(s)).
- 3) to be solely responsible for the safety of the craft whilst on the yard or being hauled out or launched.
- 4) to be solely responsible for the suitability and safety of any cradle on which the craft is hauled, launched or stored.
- 5) to comply with all legal requirements including without limitation all Health and Safety requirements under the requisite legislation.
- 6) to take all measures necessary to protect the environment and avoid pollution of any nature.
- 7) To the fullest extent permitted by law, to indemnify the Stillwater Boating Club against all claims made against the Stillwater Boating Club in respect of the haul out, storage or launching of the craft.
- 8) to advise the Stillwater Boating Club immediately if there is any change in the ownership of the craft and to give full contact details in respect of the new owner. Until such time as the Stillwater Boating Club is notified and agrees to update its register to reflect the change in ownership, the previous owner shall be responsible for the craft, its obligations and any amounts payable to the Stillwater Boating Club.
- 9) if any of the preceding rights of the Stillwater Boating Club are breached and/or the obligations imposed on the owner(s) are not completed, the Stillwater Boating Club shall have the absolute right (at its sole discretion) to refuse haul out of the vessel.

Monthly yard accounts will be paid promptly and in full upon receipt of invoice/statement. Final balance shall be paid prior to the vessel being launched or taken away. **All accounts must remain current.**

**TERMS OF TRADE:** All accounts are payable within seven days (7) following the date of invoice. If the account is not paid within 30 days after the due date, Stillwater Boating Club reserves the right to recover the debt via use of a debt recovery agency which may charge you a fee equal to 25% of the unpaid portion of the invoice amount and other legal and collections costs not covered by the fee. The minimum fee will be \$25.

**I/we have read the above. I/we accept all terms set out therein and overleaf and will comply with the same.**

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

Date: \_\_\_\_\_ Membership Number: \_\_\_\_\_

Signed on behalf of Stillwater Boating Club: \_\_\_\_\_

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

**Please ensure you have initialled every page.**

Initials \_\_\_\_\_

8.

**Haul Out and Hardstand Application**

This form must be filled out before any haul out actions begin and is given to the Yard Manager

(PLEASE PRINT)

Boat Owner Name: \_\_\_\_\_ Membership No: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_

Mobile: \_\_\_\_\_

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

Boat Name: \_\_\_\_\_ Hull Type: \_\_\_\_\_

Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_ Weight: \_\_\_\_\_

Name of Insurer/Policy Number: \_\_\_\_\_

Hard copy of above sighted: Yes or No (please circle)

Deposit \$100 on booking: Received Yes or No (please circle) (see attached schedule of charges)

Date requested for haul out \_\_\_\_/\_\_\_\_/\_\_\_\_

Expected date of relaunch \_\_\_\_/\_\_\_\_/\_\_\_\_

(Which must be within 90 days of the haul out date specified above. Any variation to this date must be agreed to in writing by the Committee of the Stillwater Boating Club).

Signature of the Applicant:

Name:

Date:

Please read the enclosed Disclaimer and information on Yard Stay Time and Payment, Indemnity and Terms & Conditions which form part of this application. By signing this application, you agree you have read, understood and agree to be bound by these as they are applicable to your circumstances.

Initials \_\_\_\_\_

## APPENDIX A - SCHEDULE OF CHARGES (GST inclusive) - 01.07.2018

Schedule of Charges	Charges	
Haul Out (members only)	\$100	Each way
Waterblast	\$45 per vessel	\$30 p/h yard staff
Hardstand fee	\$8.55	Per day
*Hardstand fee (after 3mths)	\$10.26	Per day
Club cradle use	\$7.12	Per day
*Club cradle use (after 3mths)	\$8.55	Per day
Dinghy locker	\$240 (\$20 per month)	Per year
Wharf berthage overnight	\$10 members	Per night
Wharf berthage overnight	\$30 non-members	Per night
Dry Shelter 3week limit – no exceptions	\$150	Per Week
Club clean-up of your work area	\$50 min + tip fees	Per hour
Environmental fines due to skipper or crews actions	Actual cost of fines plus any club costs	

### Payments:

- Internet Banking** - Online payment to our Bank Account:  
ASB 12 - 3046 - 0163618 - 00 (use name for reference)
- Cash or EFTPOS/VISA** transaction at the club house during opening hours
- Direct Debit** - Please complete a Direct Debit Form and return with this signed agreement

*(Payments are deducted on Haul-out, 7th each month, and on the date of re-launch)*

Initials \_\_\_\_\_