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# Sandringham Yacht Club

## By-Laws

August 2018

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The By-Laws refer to the internal rules of Sandringham Yacht Club (SYC) and they are binding on all members and visitors. As per section 34 of the Constitution, General Committee is empowered to make, repeal and amend any By-Laws. Some By-Laws require significant detail and these, if required, are set out in supporting club policies and fee schedules. The By-Laws can be changed at any time by General Committee and are also subject to an annual review on the General Committee agenda. At this meeting annual fee changes will be ratified.

Sitting above the By-Laws, the SYC constitution is our set of fundamental principles and rules according to which our organisation is governed. Changes to the Constitution can only be made and voted on by members at General Meetings. In the event of an inconsistency between the Constitution and the By-Laws, the Constitution prevails.

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# 1 Section 1 - Introduction

## 1.1 Powers

These By-Laws are made by the General Committee pursuant to Rule 34 of the Constitution.

All previous By-Laws are repealed.

The General Committee may alter, amend or add to these By-Laws at any time.

Nothing in these By-Laws shall prevent or limit any powers of the Flag Officers and the General Committee under the Constitution.

## 1.2 Interpretation

### 1.2.1 Definitions

Definitions in these By-Laws, unless the contrary intention appears:

**“Act”** means the Associations Incorporation Reform Act 2012 and includes any regulation made under that Act, as amended from time to time;

**“Annual General Meeting”** means the annual general meeting of members;

**“Chief Executive Officer”** means:

- (a) where a person holds that office under these Rules – that person; and
- (b) in any other case, the person responsible for the obligations of a secretary under the Act;

**“Club”** means the Sandringham Yacht Club Incorporated;

**“Club premises”** means all parts of the Club leased area including buildings, grounds, yard and marina that are managed or controlled by the Club;

**“Club Noticeboard”** means the official noticeboard in the Members’ Bar;

**“Club Year”** means

- for the period to 31 March 2018, the membership year commencing on 1 April 2017
- for the period 1 April 2018 to 31 August 2018, the five months transitional period from 1 April 2018 to 31 August 2018
- from 1 September 2018, the membership year commencing on 1 September

**“Club Register”** means a register of boats owned by SYC Members;

**“Constitution”** means the Constitution of the Club;

**“Financial Year”** means the financial year ending on 30 June;

**“Flag Officers”** means the Commodore, the Vice-Commodore, and the Rear-Commodore of the Club;

**“General Committee”** means the committee having management of the business of the Club;

**“Guest”** means a visitor who has been introduced by a Member;

**“Liquor Act”** means the Liquor Control Reform Act 1998 (Vic);

**“Licensed Areas”** means those parts of the Club premises where the sale and/or consumption of alcohol is firstly permitted by the Liquor Control Act and secondly permitted by the General Committee;

**“Management”** means the Chief Executive Officer or the staff member or staff members delegated by the Chief Executive Officer to act on his behalf;

**“Member”** where not used in the context of a particular category means an Ordinary member or Life Member of the Club;

**“Membership”** means membership of the Club;

**“Member’s property”** means property owned or in the care of a Member including but not limited to any boat, motor vehicle, trailer or other equipment;

**“Paraphernalia”** means miscellaneous belongings, items of equipment and accessories for use with a boat;

**“Privately owned property”** means property owned by or in the care of a Member or a visitor including but not limited to any boat, motor vehicle, trailer or other equipment;

**“SYC Office”** shall mean the Chief Executive Officer or the staff member or staff members delegated by the Chief Executive Officer to act on his behalf;

**“SYC”** means Sandringham Yacht Club Incorporated

**“Visitor or Visitors”** means a members guest or guests

**“Visitor’s property”** means property owned or in the care of a visitor including but not limited to any boat, motor vehicle, trailer or other equipment;

### **1.2.2 Construction**

In these rules, any reference to a particular gender includes the other genders.

Words or expressions contained in these By-Laws must be interpreted in accordance with the provisions of the Interpretation of Legislation Act 1984 and the Act as in force from time to time.

## 2 Section 2 - Membership

### 2.1 Code of Conduct for Members, Visitors and others who gain benefit from the Club (Stakeholders)

SYC is one of the premier boat clubs in Australia and as such enjoys a reputation around the world. Membership of SYC is a privilege and carries with it a responsibility to uphold our reputation at every opportunity, and not to engage in conduct that brings the Club and other Members into disrepute or is contrary to the Constitution and By-Laws of SYC.

There are many users of the SYC facility and Members, Visitors and Stakeholders of SYC have a duty to ensure that they cause no adverse impact on any of these users as a result of their actions at SYC or in the wider environment. Members, Visitors and Stakeholders must behave in a manner that facilitates, enhances and ensures the:

- a) reputation and standing of SYC;
- b) amenity of other Members of SYC;
- c) health, safety and comfort of staff employed at SYC;
- d) enjoyment of visitors to SYC; and
- e) physical property and facilities provided by SYC.

Members, Visitors and Stakeholders shall not engage in conduct that:

- a) breaches accepted standards of public behaviour;
- b) jeopardises the health and safety of Members, Staff, Stakeholders and Visitors;
- c) causes offence to Members, Staff, Stakeholders and Visitors;
- d) lessens the amenity and enjoyment of Members, Staff, Stakeholders and Visitors;
- e) damages, destroys, or lessens the value of SYC assets;
- f) damages, destroys, or lessens the value of property owned by other Club Members; or
- g) facilitates the publication of material and/or comments (on any platform) that is obscene, defamatory, threatening, harassing, discriminatory, brand-bashing, hateful, disparaging or unfavourable about the Club (and/or is likely to bring the Club into disrepute or ridicule) and or about any other Member, Visitor or Stakeholder including its officers, directors, employees, agents, clients, partners, suppliers, competitors or contractors.



Any Member, Visitor or Stakeholder bringing the Club into disrepute may be subject to disciplinary action in accordance with Rule 13 of the SYC Constitution. Any Visitor or Stakeholder breaching this code may be asked to leave the premises immediately. Any Visitor or Stakeholder who does not recognise or demonstrate an ongoing understanding of this code of conduct may be asked to stay away indefinitely.

## **2.2 Membership Categories and Benefits**

Membership categories and their related benefits are viewable in **FEE SCHEDULE 1 – MEMBERSHIP CATEGORIES, BENEFITS AND FEES**

## **2.3 Membership Nomination Fees**

Nomination fees for each category of Membership shall be set by the General Committee from time to time. The SYC Office shall maintain a schedule of current nomination fees which shall be attached to these By-Laws and outlined in **FEE SCHEDULE 1 – MEMBERSHIP CATEGORIES, BENEFITS AND FEES**. The Schedule shall be annotated with the date on and from which the nomination fees shall apply.

## **2.4 Membership Annual Subscriptions**

The annual subscription for each category of membership, including any age based discounted annual subscriptions, shall be set by the General Committee prior to the commencement of each Club year. The SYC Office shall maintain a schedule of current annual subscriptions which shall be attached to these By-Laws and outlined in **FEE SCHEDULE 1 – MEMBERSHIP CATEGORIES, BENEFITS AND FEES**. The schedule shall be annotated with the date on and from which the annual subscriptions shall apply.

## **2.5 Life Membership**

The power of the General Committee to elect a Life Member pursuant to Rule 7.9(d) of the Constitution will be exercised in accordance with the Club's **LIFE MEMBERSHIP POLICY (Refer Policy Schedule 1)**

## **2.6 Honorary Membership**

The power of the General Committee to elect an Honorary Member pursuant to Rule 7.9(e) of the Constitution may be exercised by the Chief Executive Officer or in his absence by a delegate authorised by him. Honorary Membership will be exercised in accordance with the Club's **HONORARY MEMBERSHIP POLICY (refer Policy Schedule 2)**.

## **2.7 Day Members**

The power of the General Committee to grant Day Member status pursuant to Rule 7.9(b) of the Constitution will be exercised in accordance with the Club's **DAY PASS POLICY (refer Policy Schedule 3)**.

## **2.8 Training Members**

The power of the General Committee to grant Training Member status pursuant to Rule 7.9(a) of the Constitution will be granted and commence with course enrolment in an official SYC Boating Academy course and will cease upon immediate conclusion of the course.

## **2.9 Business Activities**

Members are encouraged and welcome to use the Club for incidental business activities e.g. business lunches, meetings in Commodore's Room, coffee in the Members' Lounge, hosting tables of guests at events. However, no Member shall advertise or otherwise promote their business on the Club premises or make use of the Club premises as a business address or facility without the expressed permission of the General Committee. For the avoidance of doubt: if generating revenues from usage of the Club's boat yard or marina, then provided all persons and or businesses and their employees have obtained contractor status and comply with all related By-Laws, this would be in compliance with this By-Law as would the conduct of a pre-booked event or conference. The exception to this By-Law is those onsite tenants with a lease arrangement with SYC.

## **2.10 Soliciting Business via Members' Private Information**

SYC is committed to maintaining the privacy and accuracy of the Members' personal information and protecting information from loss, misuse, unauthorised access, alteration and destruction. SYC undertakes not to disclose, sell, rent or trade personal information of the Members to any third party.

Members and all SYC stakeholders are not to solicit business from the Membership via any means – it is strictly prohibited. This includes (but is not limited to) using the private members directory, the members handbook or any other means, and it also includes leaflet drops on member boats, cars, unauthorised notices on Club grounds and unauthorised announcements.

## **2.11 Property**

Members shall be required to pay for any of the Club's property they destroy or damage. The cost of replacing or repairing such loss or damage shall be determined by the General Committee, whose decision shall be final.

## **2.12 Accounts**

### **2.12.1 Credit Facility**

Financial Ordinary Members, other than Junior, Crew, Absentee, Country Victoria, Training, and Day Members, may utilise a "Member Account" as a credit facility for services and products purchased from the Club (excluding private functions). The standard credit limits for Senior Members (incl. Associate) is \$2,000 and for Intermediate Members it is \$200. These amounts may be varied, upon

request, at the discretion of management. The credit limits may also be reduced, at the discretion of management, in the event that account is not kept current (also see below).

### **2.12.2 Subscriptions**

Subscriptions are due and payable before the commencement of any Club Year. If a subscription is not paid by this date, (either in full or by signing up to a monthly instalment plan), it is deemed to be overdue and the Member deemed unfinancial, and accordingly the Member's credit facility may be suspended, without notice.

If any instalment (for subscriptions) is not honoured on the relevant due date, usually the 1st of the month (or the first banking day thereafter), the Member's credit facility and key access may be suspended, without notice, and a dishonoured payment fee of \$20 may be charged.

If any instalment is overdue by more than 45 days, the name of the Member will be presented to General Committee who may terminate Membership with immediate effect. In any event, Management may terminate Membership if any instalment is not paid within 60 days of due date.

If the subscription is not paid within 45 days of the due date, the Member's key access may be suspended.

If the subscription is not paid within 90 days of the due date, the name of the Member will be presented to General Committee who may terminate Membership with immediate effect. In any event, Management may terminate Membership if subscriptions are not paid within 120 days of due date.

***The preceding two paragraphs are replaced by the following with effect from 1 July 2018:***

*If the subscription is not paid within 30 days of the due date, the Member's key access may be suspended, without notice.*

*If the subscription is not paid within 60 days of the due date, the name of the Member will be presented to General Committee who may terminate Membership with immediate effect. In any event, Management may terminate Membership if any subscription is not paid within 75 days of due date.*

### **2.12.3 Overdue POS & Member Charge Accounts**

Member Accounts are due and payable within 30 days of the date of the monthly statement. A 1.5% overdue charge may be applied monthly on amounts outstanding in excess of 60 days. Members whose accounts have amounts outstanding in excess of 60 days may have the credit facility suspended until such time as the account is brought fully up to date. Once the account is brought fully up to date, the credit facility may be reinstated, at the discretion of Management, at the standard or a lower level.

Members whose accounts have amounts outstanding in excess of 90 days may have their key access suspended.

Members whose accounts have amounts outstanding in excess of 120 days may have their Membership suspended.

The Club may institute proceedings (including instructing a debt collecting agency) to recover those amounts on the member account that are overdue. Should the Club require the services of an external agent to assist in the recovery of overdue accounts the cost of such service will be charged to the Member. Upon collection proceedings being undertaken the Member shall automatically be suspended (from Membership) until the account is paid in full.

#### **2.12.4 Credit Card Fees**

Member's accounts paid by credit card will attract a surcharge. Rates vary from time to time. Please contact the Club to obtain current rates.

## **3 Section 3 – Clubhouse, Grounds and General Requirements**

### **3.1 Clubhouse Usage**

#### **3.1.1 Member Discounts**

SYC Members are entitled to a 10% discount off food and beverage in the following areas;

- Harbour View Restaurant
- Port Phillip Room (after 12 months membership)

The Ken King Centre and the Members' Bar are member's pricing by default. Non-members in the Members' Bar will be asked to pay the non-member price.

If a Member or sub-committee would like a greater than 10% discount they may make application to General Committee.

#### **3.1.2 Room Usage**

SYC operates a number of different rooms. The Port Phillip Room, the Olympic Room, the Commodores' Room, the Training Classroom and the Training Auditorium can all be booked for exclusive use. This can be done through the Functions and Events staff and the bookings can be made in line with the Club's food and beverage function packages. The Members' Bar (and deck), the Members' Lounge, the Ken King Centre and the Harbour View Restaurant cannot be booked for exclusive use. The only exception in the Harbour View Restaurant is that it may be booked for private functions outside of its normal advertised trading hours.

### **3.1.3 Members' Visitors**

A Member may introduce one or more Visitors to the Licensed Areas of the Club by:

- i. ensuring that each Visitor's details are entered in the 'sign in kiosk' or the 'visitors book' or any other record keeping facility provided for the purpose of signing Visitors in; and
- ii. signing or endorsing each Visitor's entry with the Member's name and Club membership number.

Members who fail to properly introduce Visitors may have their club key disabled at the discretion of the SYC Office.

A Guest shall only be introduced for a calendar day and a Member shall be responsible for the conduct of a Guest. If the Member who entered the Guest's details leaves the Club premises, the Guest must also leave.

The SYC Office may examine the eligibility (as set out in Rule 12b of the Constitution) of a Guest to be introduced to the licensed areas, or to remain in the licensed areas, and if the SYC Office determines that the Guest is not eligible, the SYC Office may cause that Guest to leave.

### **3.1.4 Visitor Limitation**

No person other than the spouse of a Senior Member shall be introduced as a Visitor to the clubhouse and its environs more often than six (6) times in a membership year with the exception of:

- i. those in an acknowledged relationship with a Senior Member (no limit);
- ii. the immediate family of a Senior Member (defined as son, daughter, mother or father (no limit));
- iii. members of reciprocal Clubs (no limit) – SYC has reciprocity arrangements with a number of Clubs worldwide. An updated schedule may be found online at the following link; <http://www.syc.com.au/members/reciprocal-club-links/>
- iv. members of kindred Clubs (12 times per membership year) – the following clubs are defined by SYC as kindred clubs – Royal Brighton Yacht Club, Royal Melbourne Yacht Squadron, Royal Yacht Club of Victoria, Royal Geelong Yacht Club, Hobson's Bay Yacht Club, Blairgowrie Yacht Squadron, Sorrento Sailing Couta Boat Club and Mornington Yacht Club, Royal Victorian Motor Yacht Club, Beaumaris Motor Yacht Squadron, Mordialloc Motor Yacht Club and Queenscliff Cruising Yacht Club.

### **3.1.5 Dress Code**

No Member or Guest may appear in the clubhouse or its environs improperly dressed. Members and Guests must wear at least the equivalent of a shirt, shorts and shoes or sandals. Persons wearing head coverings (unless for medical or religious reasons) may not be permitted to remain within the SYC Members Bar. Wet weather gear, overalls, singlet-type tops, brief shorts, bathers or working clothing are not allowed.

Footwear must be worn at all times within the clubhouse. Rubber thongs are only permitted within the Members Bar on calendar race days. On other occasions persons wearing rubber thongs, at Management's discretion, will be granted access to the Members Bar for a short period while they are obtaining service at either the bar or food servery within the Members Bar. The dress code may be relaxed from time to time during significant events at the discretion of Management.

### **3.1.6 Gambling**

Gambling is not permitted on Club premises except as specifically permitted by the Chief Executive Officer.

### **3.1.7 External Catering**

The only commercial catering permitted within Club premises shall be that provided by the Club or approved by the Chief Executive Officer.

### **3.1.8 Mobile Phones**

The use of mobile phones in the Members' Bar and Members' Lounge is not permitted. For the purpose of this Rule, use involves verbal conversations only.

### **3.1.9 Staff Gratuity**

The Club makes available to members the opportunity to contribute annually to a staff gratuity fund around Christmas time. Outside of this fund, offering gratuities to staff is not allowed, with the exception of the restaurant and functions where tipping is an industry wide practice.

## **3.2 Liquor Licence Compliance**

Persons under the age of eighteen (18) years are not permitted to be present on the licensed areas unless in the company of a responsible adult.

Liquor must not be supplied to a person under the age of eighteen (18) years except where that person is accompanied by a responsible adult and the liquor is supplied for consumption as part of a meal.

Alcoholic beverages shall not be brought onto Club premises for consumption in the licensed areas.

Liquor supplied in any area of the Club premises shall not be removed for consumption away from the Club premises unless that liquor is supplied to a Member in accordance with the provisions of the liquor licence issued to the Club.

Packaged liquor sold or supplied for consumption away from the Club premises shall only be sold or supplied to Members over the age of eighteen (18) years.

Packaged liquor sold or supplied in the clubhouse to Members for consumption away from the Club premises shall be sold or supplied only from the “Members’ Servery” situated at the airlock adjacent to the Northern Podium. All packaged liquor purchased or received by members at the “Members’ Servery” shall be removed only by way of the exit stairs on the Northern Podium.

In the context of liquor licence compliance, Management may request proof of age from any person they consider appropriate.

### **3.3 Notices and Noticeboards**

Notices placed on Club noticeboards require prior approval from the SYC Office.

Notices placed on the noticeboards without approval may be removed by Management.

### **3.4 Car Park**

Members in an eligible membership category shall be entitled to a Club Parking Permit which shall be valid for the current membership year. Vehicles shall only be parked in those areas marked with lines for vehicle parking.

Members shall not park illegally in an unauthorised, reserved or disabled car park. Any vehicles parked in an unauthorised area and obstruct general access may have their car removed by any forceful means necessary (emergency service providers including fire trucks, police and ambulances will have to be given access) and any costs or damage incurred in doing so will be borne by the illegally parked vehicle’s owner.

Members are asked to use normal car parking ‘common sense’ and comply with the Clubs parking rules. These are set out in **Policy 23 Car Park Usage**. Management may revoke member car parking privileges for non-compliance.

## 4 Section 4 – Boats and Marina

### 4.1 Register of Boats

The Club shall maintain a register of boats owned by Members (the "Club Register"). The Club Register shall include separate listings for sail boats, motor boats and Off the Beach boats.

Members wishing to have their boat recorded on the Club Register shall make application to the SYC Office.

The General Committee shall have power to refuse or suspend registration of any boat which it does not consider to be a boat of an appropriate type or of a suitable standard.

Except for boats of an approved class, the registration number prefix for sail boats shall be "SM" and for motor boats shall be "DS". When used on sails the prefix shall be in uppercase with the "M" half height and aligned with the top half of the "S".

Club Register numbers from "01" to "10" shall not be allocated without prior approval of the General Committee.

Boats on the Club Register shall display on the hull their name and club registration number in a position and of a size and colour so as to be readily legible.

All sailing boats on the Club Register shall display their club registration number on their mainsail.

Members shall advise the SYC Office of the sale or disposal of a boat on the Club Register within seven (7) days of the sale or disposal.

A Member may apply for a club registration number to be reserved. Any such reservation shall be valid only for six (6) months unless evidence is provided of an order for procurement of a boat or for its construction.

Boats on the Club Register shall be maintained in a seaworthy condition and in compliance with statutory regulations for the relevant type of boat.

General Committee reserves the right to reclaim an allocated SM or DS number at any time, and for any reason upon notice to the member in writing. Where requested by the Member, an alternative SM or DS number may be allocated.

Upon allocation or re-allocation of an SM or DS number, Members shall promptly amend their registration with relevant State or National authorities and other organisations who make use of or record their club registration number.

Upon the sale or disposal of a boat a Member shall notify the Club of the sale and the Club Register number of the boat shall be returned to the Club. If necessary, the Member shall advise the relevant State or National authority of the return of the registration number. Where the boat is sold to another



Member both the selling and acquiring Members may apply to the Club in writing for a transfer of the existing number.

## **4.2 Marina**

Boat storage within the marina and hardstand areas at SYC is to be allocated in accordance with the Club's **MARINA BERTH AND HARDSTAND RENTAL ALLOCATION POLICY (refer Policy Schedule 4)**. This outlines the Club's policy position in relation to ratio of boats, waitlists, private arrangements, unacceptable boats and dry dock infrastructure, expiring marina licences and interim licence transfers, the allocation process and the Club's Member Participation Scheme.

Boat owners who wish to berth their boat in the marina shall make an application to the Club in advance by filling in the marina pen rental application form and submitting it to the SYC Office. Senior Membership status is a requirement of berthing a boat at SYC. If renting a pen from SYC, it is a requirement to give the Club a minimum of 1 month's notice when intending to vacate the berth permanently.

Marina fees (rental, maintenance and utility fees) shall be as set from time to time by the General Committee and these are outlined in **FEE SCHEDULE 2 – MARINA RENTAL, MAINTENANCE and TRANSFER FEES**

Marina fees shall be payable by the authorised occupants of marina berths on a monthly in advance basis. For those renting licensed pens, the rental receipts net of any Club expenses will be credited to the accounts of the licensees of the berths. Any rental berth allocated to a tenant may be changed at the discretion of the Marina and Yard Manager.

Only boats in seaworthy condition which comply and continue at all times to comply with the applicable Australian Standards will be permitted in the marina, or any part of the areas or waters within the marina. Occupants of the marina shall keep their boats in such condition that they do not become unsightly or dilapidated or reflect unfavourably upon the reputation and appearance of the marina. Any boat found to be in contravention of this By-Law will be requested to vacate the marina.

Boats within the marina shall be registered, identified, equipped and maintained as required by law and safe practice, with particular attention to adequate fire-fighting equipment.

When a boat enters the marina it shall immediately come under the jurisdiction of the Club and shall be berthed and manoeuvred only where directed.

Renters / licensees of marina berths, including those berths retained by the Club, shall be charged an annual maintenance fee as set out in **FEE SCHEDULE 2 – MARINA RENTAL, MAINTENANCE and TRANSFER FEES**

Occupants of marina berths shall provide and maintain their own mooring lines and fixed fendering to standards and specifications approved by the Marina and Yard Manager. The Club reserves the right to renew, replace or make good any mooring lines at the marina berth occupant's expense. Marina berth occupants shall ensure that no loose ropes float or obstruct in any way the adjacent berths.

Boats in the marina shall be moored in a manner that prevents any part of the boat or attachment thereto from projecting over the walkway. This requirement shall be met regardless of the wind direction.

The marina walkways shall be kept clear of all gear including dinghies, trolleys and barrows. Trolleys and barrows shall be returned to their proper place at the shore end of the marina immediately after use. Equipment may be left temporarily on the mooring fingers of the marina only by prior agreement between the occupants of that mooring finger.

Equipment and fittings may only be permanently affixed to the marina after prior approval from the Marina and Yard Manager.

Marina berth occupants shall promptly remove all their waste and refuse from the marina and/or place it in the waste and refuse containers provided.

Major repairs, painting and fitting of or to boats in the marina shall be prohibited. Minor repairs, touch up painting, mechanical adjustments and electrical work shall be permitted provided that no nuisance or interference with or danger to other persons or property is caused by such work.

Toilets, oils (including from bilges), chemicals, spirits, and inflammables shall not be discharged into the waters of the marina.

Fishing is not permitted in the marina and fish shall not be cleaned in the marina.

Laundry of any type or any item of a personal nature shall not be hung out or aired in public view aboard or from any boat in the marina.

Persons shall not live on board boats in the marina for a period in excess of 3 days unless prior approval has been given by the Marina and Yard Manager. Permanent residency on the marina is prohibited.

Marina speed limits as displayed and/or advertised shall be observed within, departing from, or when approaching the marina.

Any collision or damage between boats and/or between boats and any part of the marina is to be promptly reported to the SYC office.

Boat owners who use contractors to work on their boats while in the marina shall use only contractors who are registered with SYC. Persons working on boats while in the marina shall use only tools and equipment that are safe and fit for the purpose and, where appropriate, have a relevant safety certification.

Boat owners are not to use their boats commercially within or from SYC.

Onsite boat brokers may use branded 'for sale' signs within the marina. External boat brokers are to use generic signage without any form of company branding including but not limited to logos, codes, web links and the like.

With the exception of onsite broker berths, marina occupants shall not at any time carry on or allow any other person or entity to carry on business of any nature utilising, at or from the berth.

### **4.3 Member Participation Scheme**

The Member Participation Scheme (MPS) provides that Senior Members that have a marina berth, hardstand rental or locker rental agreement with SYC need to meet the annual requirement of 10 participation points in order for them to store their boat or boat related equipment at SYC on an ongoing basis. For further detail refer to the **MEMBER PARTICIPATION SCHEME POLICY (refer Policy Schedule 5)**

### **4.4 Fuelling Jetty**

Smoking and the use of naked lights or flames on the fuelling jetty is prohibited.

Boats shall leave the fuelling jetty as soon as fuelling is completed.

No boat shall be left unattended in the area of the fuelling jetty adjacent to the fuel pumps and no boat shall remain alongside the fuelling jetty overnight.

Persons refuelling boats shall do so with due care for the fuel pumps and associated equipment.

Interfering with any equipment installed on the fuelling jetty is strictly forbidden.

Persons refuelling boats shall obey any instructions in regard to refuelling activities that are posted on the fuelling jetty or at the fuelling card station.

Swimming or diving from the fuelling jetty is prohibited.

### **4.5 Jetties for Launch Ramp and Hardstand**

No boat shall be left unattended at the jetties adjacent to the launching ramp or the hard stand area and no boat shall remain alongside these jetties overnight. Exceptions can be made in the event of an emergency.

### **4.6 Club Boats**

Club controlled rescue boats and race management boats shall only be utilised in accordance with the **CLUB BOATS POLICY (refer Policy Schedule 9)**. The fees for use of Club boats shall be as set by the General Committee and are viewable in **FEE SCHEDULE 6 – CLUB BOAT USAGE FEES**.

### **4.7 Tack Trackers**

SYC own 25 Tack Trackers, a simple GPS logger that is used to track boating and yacht races. These shall be used in accordance with the Club's Tack Tracker Policy (refer Policy Schedule 15).

## 4.8 Stand Up Paddle Boards

SYC owns 12 stand up paddle boards. These shall be used in accordance with the Club's Stand Up Paddle Boarding Policy (refer Policy Schedule 16).

# 5 Section 5 – Off the Beach, Hardstand and Sail Lockers

## 5.1 Off The Beach

The allocation and renewal of storage at off the beach will be based upon the Club's **OTB STORAGE POLICY (refer Policy Schedule 6)**. The fees for OTB rental shall be as set by the General Committee and are viewable in **FEE SCHEDULE 3 – HARDSTAND, OTB AND SAIL LOCKER RENTALS FEES**.

## 5.2 Hard Stand

Boat storage within the marina and hardstand areas at SYC is to be allocated in accordance with the Club's **MARINA BERTH AND HARDSTAND RENTAL ALLOCATION POLICY (refer Policy Schedule 4)**. The fees for hardstand rental shall be as set by the General Committee and are viewable in **FEE SCHEDULE 3 – HARDSTAND, OTB AND SAIL LOCKER RENTALS FEES**.

The Club may grant permission to a member to store a boat on a trailer or on a hard stand trolley in an allocated position in the yard. Such permission shall include permission to utilise launching and recovery facilities as appropriate for the type of boat.

An application for an allocated position for a trailer or hard stand trolley boat shall be made in writing to the Marina and Yard Manager and shall name the specified boat.

Allocated positions for trailers and hard stand trolleys are not transferable.

A trailer or hard stand trolley boat shall be stored only in the position allocated by the Club which reserves the right to change the allocated position from time to time.

A trailer or hard stand trolley allocated position shall be used only for the specified boat.

Any trailer or hard stand trolley allocated position that is not used by the specified boat for any period that the Club considers unreasonable may be re-allocated to another Member on a temporary or permanent basis.

Rental for a trailer or hard stand trolley allocated position shall be charged on a quarterly basis to the Member's account in January, April, July and October of each year. No additional rental or fee shall be payable for the use of launching and recovery facilities.

Upon the sale or disposal of a boat that is designated to a trailer or hard stand trolley allocated position, a Member must remove the specified boat within 14 days of such sale or disposal and inform the Marina and Yard Manager immediately thereafter.

A Member allocated a hard stand trolley position shall ensure that ladders for accessing the boat are safe, fit for the purpose, properly maintained, and properly and safely stored when not in use.

Trailer and hard stand areas must be kept clean at all times and free of gear, lines, hoses, power cords, sails, boat covers, tools and the like at any time when the crew of the boat are not present.

Minor cleaning and maintenance only shall be permitted in the trailer and hard stand trolley areas.

Any Member or his/her agent wishing to undertake major maintenance and/or repair work on a boat in a trailer or hard stand trolley allocated position shall make application to do such works in the boat yard.

Cranes on the hard stand area shall be used only for launching and retrieval of boats stored on the hard stand area unless prior permission is granted by the Marina and Yard Manager.

Cranes on the hard stand area shall be operated only under the control of persons authorised to do so by the Marina and Yard Manager. It is mandatory that operators of the cranes have been inducted and are registered with SYC. Unauthorised usage is prohibited and any damage incurred is the responsibility of the individual.

Hard stand crane operators shall ensure that at all times the lifting apparatus attached to the crane, including slings, shackles, anchor points and the like, is properly maintained and capable of carrying the load to be lifted.

The safe working load of a hard stand crane as posted on the crane shall not be exceeded.

No person shall remain aboard a boat while it is being lifted by a hard stand crane.

### **5.3 Trailers and Launch Ramp**

Boat storage for Trailerable boats within the hardstand areas at SYC is to be allocated in accordance with the Club's **MARINA BERTH AND HARDSTAND RENTAL ALLOCATION POLICY (refer Policy Schedule 4)**.

The fees for trailer sailor hardstand rental shall be as set by the General Committee and are viewable in **FEE SCHEDULE 3 – HARDSTAND, OTB AND SAIL LOCKER RENTALS FEES**.

Permitted trailers shall only be parked in those areas set aside for trailer parking or as otherwise directed by an appointee of the Club.

Persons using the launch ramp shall promptly undertake launching or recovery actions and not unduly restrict the activity of the launch ramp.

Boats shall not be rigged or unrigged on the launch ramp or its access areas.

#### **5.4 Sail Lockers**

The Club may grant permission to a member to use a designated sail locker for storage of boat related paraphernalia.

An application for sail locker licence shall be made in writing to the Marina and Yard Manager and shall name the specified boat/boats to which the paraphernalia relates.

Sail locker licences are not transferable.

The Club reserves the right to change the allocated sail locker from time to time.

Any sail locker that is not used for any period that the Club considers unreasonable may be re-allocated to another Member on a temporary or permanent basis.

Rental for a sail locker shall be charged on a quarterly basis to the Member's account in January, April, July and October of each year.

Sail locker areas must be kept clean at all times and free of gear, lines, hoses, power cords, sails, boat covers, tools and the like at any time when the crew of the boat are not present.

Minor cleaning and maintenance only shall be permitted in the sail locker areas.

The fees for sail locker rental shall be as set by the General Committee and are viewable in **FEE SCHEDULE 3 – HARDSTAND, OTB AND SAIL LOCKER RENTALS FEES.**

#### **5.5 Launch Ramp Access via the Yard Gate**

Launch ramp access via the yard gate will be provided to Senior and Intermediate Members only and upon application via the SYC Office.

The Club will not grant access to the launch ramp for the purpose of launching a personal watercraft (PWC). Special permission will be given to any Member who, as at 1 December 2009, had been regularly launching a PWC, but such permission may be revoked at any time if the usage level for that PWC increases significantly or is reasonably seen to cause a nuisance to other Members or users of the launch ramp or yard.

## **6 Section 6 - Boat Yard and Contractors**

### **6.1 Boat Yard**

Members or boat owners wishing to use the travelift and/or yard facilities shall apply in writing on the appropriate slipping and yard form stating the period for which they wish to use the boat yard. This

form details all of the terms and conditions of slipping a boat (**refer SLIPPING TERMS AND CONDITIONS Policy Schedule 10**) and the related fees (**refer FEE SCHEDULE 4 – SLIPPING AND YARD FEES**). The boat owner or his/her authorised representative must sign this form which provides for agreement to all the conditions, fees and related rules. SYC Members pay the member rate in the yard. Non-members (even if the contractor does the paperwork) pay the non-member rate.

Members or boat owners wishing to use contractors to work on their boats whilst in the yard shall use only contractors who are registered with SYC and at the time of application, shall specify which contractor/s will be employed to work on the boat and shall undertake not to use contractors who are not registered with the Club.

Any member, non-member or contractor wishing to utilise the yard or marina to carry out repairs or maintenance works within those areas must be OHS inducted. The Club provides an induction process and this must be completed prior to entering the yard.

At the time of applying to use the travelift and/or yard, the Member or boat owner shall provide details of a credit card and an authority for the Club to charge any monies owed to that credit card in the event that the Member or boat owner does not otherwise pay all monies owing.

The Club shall not be responsible for any damage to or loss from boats during slipping or while boats are in the yard.

Boats shall be located within the yard in accordance with the directions of the marina and yard manager and may be relocated as he or she requires.

Boats shall only be removed from the yard; either by water or road, after all monies owed to the Club have been paid. For Members, a debit to a Member Account at the discretion of the Club may be deemed as payment.

Except by special permission of the Marina and Yard Manager, no boat may remain in the yard for more than three (3) months.

Persons working on boats whilst in the yard shall use only tools and equipment that are safe and fit for the purpose, and, where appropriate, have a relevant safety certification. The Club shall have no responsibility for the safety or suitability of any tools used in the yard.

No persons shall live aboard a boat or boats while they are in the yard.

Members or boat owners or their employees, contractors, or assistants using Club equipment in a negligent or improper manner, or failing to return Club equipment to its proper place after use, shall be held liable for any loss or damage of any kind which may result from such use.

Members or boat owners or their employees, contractors, or assistants working on, or making use of Club premises, shall promptly remove any scrap waste or equipment and shall at all times keep the area of the yard they are working in clean and tidy.

Prior to commencing any painting, grinding or sandblasting operation, permission shall be obtained from the Marina and Yard Manager who will position the boat as he requires and will issue any other limitations as might apply to that operation.

Paint spraying is not permitted if in the opinion of the Marina and Yard Manager the wind speed is too high. As a guide, a wind speed in the yard in excess of 15 knots may be considered too high.

Paint spraying shall only be permitted within yard trading hours where the necessary authorisation has been granted. Paint spraying is not permitted on weekends or Public Holidays unless permitted by written authority of the Marina and Yard Manager.

All paint spraying operations must be encapsulated with screens to prevent overspray drift.

Prior permission shall be obtained from the Marina and Yard Manager to bring a crane or other items of heavy equipment into the yard. The Marina and Yard Manager may issue limitations and/or conditions for the operation of such equipment.

No person shall alter the position of support props. Repositioning of props is only to be done by the Marina and Yard staff.

## **6.2 Contractors**

SYC has a Contractor Policy – refer Policy Schedule 14.

Before being permitted to provide services to boats in the yard or marina, all contractors must:

- i. undergo a Boat Yard Induction to be carried out by the Marina and Yard Manager or his delegate, and
- ii. demonstrate to the Chief Executive Officer or his delegate that they have adequate and suitable insurance cover for the type of work they undertake to indemnify themselves and the Club at all times from all claims whatsoever in respect of:
  - a) any damage to any real or personal property; and
  - b) any injury to or death of any person occurring in the yard or marina or any other part of the Club premises whether directly or indirectly as a result of the services provided by such Contractor or by any Sub-contractor, employee or agent of the contractor, for an amount of not less than \$5,000,000 or such other amount set by the General Committee from time to time. Contractors shall not work on boats in the yard or marina if the insurance cover in this By-Law is not current.

All of the house rules stipulated in the Boatyard Induction are to be followed (**refer Policy Schedule 11**).

Any stakeholder (Member, non-member, business of any description) generating an income from marine related business activities in the SYC yard or marina is required to have 'Contractor Status'.



Contractors requiring regular access to the boatyard or marina may register for 'Annual Contractor Status'. The contractor may utilise the marina and yard to carry on relevant business activities and will incur the appropriate fees as outlined in **FEE SCHEDULE 5 – CONTRACTOR FEES**

Contractors requiring infrequent or occasional access to the yard or marina may register for 'Casual Contractor Status' on the specific days of usage. The contractor may utilise the yard and marina to carry on relevant business activities and will incur the appropriate fees as outlined in **FEE SCHEDULE 5 – CONTRACTOR FEES**.

Contractors who rent a tenancy from the Club have a lease arrangement inclusive of contractor status.

All yard users should use registered contractors (tenant, annual or casual), and if not will be held liable should an incident occur involving an unregistered contractor who has been given a key by the yard user.

## **7 Section 7 – Occupational Health and Safety**

### **7.1 Occupational Health and Safety**

It is a requirement that SYC has an Occupational Health and Safety policy in accordance with the Occupational Health and Safety Act 2004 to promote safety in the workplace. Please refer to **POLICY SCHEDULE 8 – OHS**.

## **8 Section 8 – General**

### **8.1 Insurance and Indemnity**

At all times when a vessel is on Club premises and/or involved in Club activities, a Member or Visitor shall insure against:

- i. loss or damage of any kind to other persons or other privately owned property or Club owned property caused by the use of the privately owned property, and
- ii. any legal liability whatsoever for damage to property or personal injury to any person whomsoever caused by the use by the member or any person of the privately owned property for an amount of not less than five million dollars (\$5,000,000).

Prior to entering a boat onto Club premises or participating in Club events, an owner or operator of a boat shall forward to the SYC office details of a current insurance policy with appropriate cover and thereafter, shall ensure that the SYC office continues to hold a copy of a current insurance policy for so long as the boat remains on Club premises, or participates in Club events.

Each Member or Visitor utilising Club facilities and/or participating in Club events shall indemnify and keep indemnified at all times the Club, its servants, agents, and officers against or in respect of all claims, actions, suits or demands whatsoever and howsoever arising by virtue of the use of Club facilities, or participation in Club events including but not limited to injury or loss to himself or his boat, injury or loss to any person on such boat or boarding or alighting there from and injury, loss or damage to any person arising in any way.

### **8.2 Animals**

Animals shall be permitted on Club premises except for the clubhouse and its enclosures and access ways. Trained guide dogs are exempt from this By-Law.

Dogs shall be on a leash and under the effective control of an adult. Animals other than dogs shall be constrained so as not to create an annoyance and shall be under the effective control of an adult.

Animal droppings shall be removed, wrapped and placed in a rubbish bin. Animal droppings shall not be disposed of into the sea.

All signs relating to animals posted on Club premises shall be observed.

### **8.3 Club Burgee and Flag Officer Flags**

The Club burgee shall be a white pennant, the length of which shall be twice its width at the hoist, with an Admiralty Red (Ref. T1144) bar having a width of one quarter the length of the centre line of the burgee and placed at right angles to the base line cutting the centre line in the second quarter.

The Flag Officers' flags shall be as follows:

- a) The Commodore's flag shall be the Club burgee but rectangular and swallow-tailed.
- b) The Vice-Commodore's flag shall be the Club burgee but rectangular and swallow-tailed and with one ball in the upper head quarter.
- c) The Rear-Commodore's flag shall be the Club burgee but rectangular and swallow-tailed and with two balls in the upper head quarter.
- d) The Past Commodore's flag shall be the Club burgee, rectangular and swallow-tailed as for the Commodore but defaced with a red diagonal cross in the upper head quarter.
- e) The Commodore-in-Chief's flag shall be the Club burgee but rectangular.

No Flag Officer's flags shall be flown from any boat unless such Officer is on board or unless it is his intention to return on board before sunset of the same day. When two or more Flag Officers of the Club are on board the same boat, the flag of the Senior Officer shall be displayed.

**The following provides some guidelines with regards to Flag Etiquette:**

#### **Timing**

The Club burgee (the Burgee) should be flown by all Club vessels, other than those under sail, when being used i.e. the Burgee should always be flown when the owner/skipper is on board (including when temporarily absent ashore) but not when only on board briefly.

The Burgee should be flown between 0800 and sunset. The Burgee may be hoisted when entering or leaving a port outside these times, if it is light enough to be seen, but then lowered again when anchored.

The Burgee may be flown with or without the Ensign.

If concurrently flying the Ensign and or Private Flag with the Burgee, please be mindful of the following etiquette:

#### **Order of hoisting**

Up: 1<sup>st</sup> Ensign, 2<sup>nd</sup> Club burgee, 3<sup>rd</sup> Private Flag

Down: reverse of above

#### **Flag Position**

The National Flag or the Red Ensign is to be flown from the stern or gaff.

The Burgee is typically flown from masthead or a flagstaff at the bow for vessels with no mast.

Private Flag should be flown midships.

#### **Background**

Burgees and Ensigns are flown, along with hull and/or sail numbers, on vessels for identification and safety purposes.

The Australian Red Ensign is enshrined in law (Flags Act 1953) and the use of burgees is held firmly within national and international traditions.

Ensigns – Ensigns are either the Australian National flag (Blue Ensign), or the Australian Red Ensign as defined in the Flags Act 1953.

Unlike the Australian National Flag, the Australian Red Ensign has unique applications and is preferred for all vessels.

#### **8.4 Hosting Regattas**

All external regattas to be hosted by SYC need to be approved in advance by General Committee as per the Club's policy **HOSTING REGATTAS AND EXTERNAL EVENTS** (refer **Policy Schedule 13**).

#### **8.5 Child Safety and Working with Children Check**

SYC is committed to child safety. Please refer to the Club's **CHILD SAFE POLICY** (refer Policy Schedule 20).

It is the policy of SYC that all persons providing coaching or other services to the SYC Academy or Off the Beach organised activities, must obtain a Victorian Working with Children Check prior to commencing as either an employee or volunteer with the Club. This requirement therefore includes all instructors, coaches, rescue boat/race management crew, canteen and general volunteers. Please refer to the Club's policy **WORKING WITH CHILDREN CHECK** (refer Policy Schedule 17).

#### **8.6 On Water Support**

SYC will provide on water support to its Members in accordance with the **ON WATER SUPPORT POLICY** (refer Policy Schedule 21).

## 9 Section 9 – Fee Schedule

## 9.1 Fee Schedule 1a – Membership Categories, Benefits & Fees: 1/9/2018-31/8/2019

Fee Schedule 1												
Membership categories, benefits and fees												
Membership Type Price Schedule 1/9/2018-31/8/2019	Nomination Fee	Annual Subs	Add F+B Voucher	K	C	D	P	B	H	L	V	O
Absentee**	n/a	\$280	nil	R								
Associate 18+	nil	\$415	\$112	✓	✓		✓			✓	✓	
Associate 61-65*	nil	\$355	\$95	✓	✓		✓			✓	✓	
Associate 66-70*	nil	\$324	\$89	✓	✓		✓			✓	✓	
Associate 71+*	nil	\$274	\$67	✓	✓		✓			✓	✓	
Country Member	\$440	\$578	nil	✓				R	R	R		
Crew	\$300	\$578	\$150	✓		✓						OR
Day Member - 1 to 6 passes	nil	\$15	nil									
Day Member - 7 to 12 passes	nil	\$35	nil									
Family	\$934	\$1,506	\$392	x2	x2		x2	✓	✓	x2	x2	✓
Intermediate 18 - 29 yrs	\$210	\$325	\$30	✓	✓		✓			✓	✓	✓
Junior to 17 yrs	nil	\$125	nil	OR/R								OR
Junior (related)	nil	nil	nil	OR/R								OR
Junior under 8 yrs	nil	\$53	nil	OR/R								OR
Life	n/a	nil	nil	✓	✓		✓	✓	✓	✓	✓	✓
Paid Up	n/a	nil	nil	✓	✓		✓	✓	✓	✓	✓	✓
Senior 18+	\$934	\$1,091	\$280	✓	✓		✓	✓	✓	✓	✓	✓
Senior 61-65*	n/a	\$741	\$182	✓	✓		✓	✓	✓	✓	✓	✓
Senior 66-70*	n/a	\$407	\$98	✓	✓		✓	✓	✓	✓	✓	✓
Senior 71+*	n/a	\$286	\$70	✓	✓		✓	✓	✓	✓	✓	✓
Golden 60-69***	n/a	\$159	nil	✓	✓		✓	✓	✓	✓	✓	✓
Golden 70+***	n/a	nil	nil	✓	✓		✓	✓	✓	✓	✓	✓

\* denotes discounted membership only available to existing members upon application with at least 10 years of continuous SYC Senior membership (to apply automatically after 1 April 2017)

\*\* only available to existing members

\*\*\* denotes discounted membership on application with at least 60-69 or 70+ years of SYC Senior membership

Denotes: K = Key Issue, C = Credit Facility, D = Debit Facility, P = Car Pass, B = Berth / Pen, H = Hardstand, L = Launch Access, V = Vote, O = OTB Access, R = Restricted, OR = On Request

**Transfers:** Any Member transferring from one category of membership to a higher category of membership shall pay an entrance fee equal to the entrance fee for the higher category of membership less any amount or amounts previously paid as entrance fees except for a Junior Member transferring to Intermediate Member or an Intermediate Member transferring to a Senior Member in which case the entrance fee shall be Nil. For this By-Law the order of membership shall be determined by the order of entrance fees.

**Member Reinstatements -** Any Member wishing to reinstate their Membership will need to submit a signed 'membership reinstatement' application form complete with proposer and seconder, pay a reinstatement fee which is equivalent to 50% of the nomination fee for the relevant category applicable and attend a "new member" selection panel evening. In terms of subscriptions, if you are reinstating your Membership during the same Membership year your Membership ceased, then you will be billed for the full 12 months. If your Membership ceased in any prior Membership year, you will be billed on a pro rata basis from 1 May.

## 9.2 Fee Schedule 1b – Membership Categories, Benefits & Fees: 1/4/2018 to 31/8/2018

Fee Schedule 1												
Membership categories, benefits and fees - five month transitional year 1/4/2018 to 31/8/2018												
Membership Type Price Schedule 1/4/2018-31/8/2018	Nomination Fee	5 months Subs	Add F+B Voucher	K	C	D	P	B	H	L	V	O
Absentee**	n/a	\$115	n/a	✓								
Associate 18+	nil	\$170	\$47	✓	✓		✓			✓	✓	
Associate 61-65*	nil	\$145	\$40	✓	✓		✓			✓	✓	
Associate 66-70*	nil	\$133	\$37	✓	✓		✓			✓	✓	
Associate 71+*	nil	\$112	\$28	✓	✓		✓			✓	✓	
Country Member	\$440	\$237	\$0	✓				R	R	R		
Crew	\$300	\$237	\$62	✓		✓						OR
Day Member - 1 to 6 passes	nil	\$15	n/a									
Day Member - 7 to 12 passes	nil	\$35	n/a									
Family	\$934	\$618	\$164	x2	x2		x2	✓	✓	x2	x2	✓
Intermediate 18 - 29 yrs	\$210	\$133	\$12	✓	✓		✓			✓	✓	✓
Junior to 17 yrs	nil	\$51	n/a	OR/R								R
Junior (related)	nil	nil	n/a	OR/R								
Junior under 8 yrs	nil	\$21	n/a	OR/R								
Life	n/a	nil	n/a	✓	✓		✓	✓	✓	✓	✓	✓
Paid Up	n/a	nil	n/a	✓	✓		✓	✓	✓	✓	✓	✓
Senior 18+	\$934	\$448	\$117	✓	✓		✓	✓	✓	✓	✓	✓
Senior 61-65*	n/a	\$304	\$76	✓	✓		✓	✓	✓	✓	✓	✓
Senior 66-70*	n/a	\$167	\$41	✓	✓		✓	✓	✓	✓	✓	✓
Senior 71+*	n/a	\$118	\$29	✓	✓		✓	✓	✓	✓	✓	✓
Golden 60-69***	n/a	\$65	n/a	✓	✓		✓	✓	✓	✓	✓	✓
Golden 70+***	n/a	nil	n/a	✓	✓		✓	✓	✓	✓	✓	✓

\* denotes discounted membership only available to existing members upon application with at least 10 years of continuous SYC Senior membership (to apply automatically after 1 April 2017)

\*\* only available to existing members

\*\*\* denotes discounted membership on application with at least 60-69 or 70+ years of SYC Senior membership

**Denotes:** K = Key Issue, C = Credit Facility, D = Debit Facility, P = Car Pass, B = Berth / Pen, H = Hardstand, L = Launch Access, V = Vote, O = OTB Access, R = Restricted, OR = On Request

**Transfers:** Any Member transferring from one category of membership to a higher category of membership shall pay an entrance fee equal to the entrance fee for the higher category of membership less any amount or amounts previously paid as entrance fees except for a Junior Member transferring to Intermediate Member or an Intermediate Member transferring to a Senior Member in which case the entrance fee shall be Nil. For this By-Law the order of membership shall be determined by the order of entrance fees.

**Member Reinstatements** - Any Member wishing to reinstate their Membership will need to submit a signed 'membership reinstatement' application form complete with proposer and seconder, pay a reinstatement fee which is equivalent to 5 months subs plus 5 months F+B voucher for the relevant category applicable and attend a "new member" selection panel evening. In terms of subscriptions, if you are reinstating your Membership during the same Membership year your Membership ceased, then you will be billed for the full membership year. If your Membership ceased in any prior Membership year, you will be billed on a pro rata basis.

### 9.3 Fee Schedule 2 – Marina Rental, Maintenance and Transfer Fees

#### Fee Schedule 2

Marina rental, maintenance and transfer fees as at 1 July 2018

Pen Size by metre	Monthly Pen Rent Inc GST (\$)	Monthly Marina Maintenance Inc GST (\$)	TOTAL Monthly Cost Inc GST (\$)	Annual Pen Rent Inc GST (\$)
8	382.69	72.51	455.20	5,462.40
8.5	411.11	74.12	485.23	5,822.76
10	483.64	79.19	562.83	6,753.96
11	528.51	82.68	611.19	7,334.28
12	580.40	86.15	666.55	7,998.60
14	677.14	92.87	770.01	9,240.12
15	725.50	96.20	821.70	9,860.40
17	822.23	103.24	925.47	11,105.64
18	870.62	106.71	977.33	11,727.96
20	967.35	113.46	1,080.81	12,969.72

#### Transfer Fees

Remaining Tenure	Fee %
Less than or equal to 5 years	5%
Between 5 - 10 years	4%
More than 10 years	3%



## 9.4 Fee Schedule 3 – Hardstand, OTB and Sail Locker Rental Fees

### Fee Schedule 3

#### Hardstand, OTB and sail locker rental fees as at 1 July 2018

Hard Stand by feet (metres)	Quarterly Hard Stand Rent Inc GST (\$)	Annual Hard Stand Rent Inc GST (\$)
22 (6.71)	579.58	2,318.32
23 (7.01)	605.90	2,423.60
24 (7.32)	632.27	2,529.08
25 (7.62)	658.59	2,634.36
26 (7.92)	684.97	2,739.88
30 (9.14)	790.30	3,161.20
33 (10.06)	869.37	3,477.48
35 (10.67)	922.06	3,688.24

#### OTB dinghy storage fees

Membership category	Annual rent inc GST as at 1 July 2018
Junior	\$110.00
Intermediate	\$162.00
Senior/Associate	\$271.00
Crew	\$376.00

#### Sail locker rental fees

Sail Locker rental fees	Inc of GST as at 1 July 2018
Price per m2 per month	\$45.35

## 9.5 Fee Schedule 4 – Slipping and Yard Fees

<b>Fee Schedule 4</b>			
<b>Slipping and yard fees as at 1 July 2017</b>			
<b>SYC Slipping Rates Incl. GST</b>	<b>Unit</b>	<b>Non-Member</b>	<b>Member</b>
		<b>Rate</b>	<b>Rate</b>
47030 Slip Fee Round Trip	x Foot	\$17.00	\$9.95
47031 Slip & Immediate Return (not incl. wash) 1hr	x Foot	\$13.20	\$8.70
42000 Travelift Hire* (lift or load plus one way slip)	x Foot	\$10.30	\$7.00
47200 Additional Time on Travelift/Sling Change	x 1/2 Hour	\$118.10	\$87.10
47201 Travelift Hold Overnight Surcharge	x Night	\$360.80	\$268.00
46620 Washdown Gerni	x Hour	\$92.05	\$74.60
47202 Tow To/From Berth	x One Way	\$85.10	\$64.05
* N.B. Minimum charge is \$200.00			
<b>Travelift / Crane / Forklift Hire</b>	<b>Unit</b>	<b>Non-Member</b>	<b>Member</b>
		<b>Rate</b>	<b>Rate</b>
47203 Travelift Hire - Yard Work Only (Minimum Rate 1 Hour)	x Hour	\$360.80	\$268.05
47204 Crane Hire (Minimum Rate 1 Hour)	x Hour	\$360.80	\$268.05
47205 Forklift Hire (Minimum Rate 1/2 Hour)	x 1/2 Hour	\$169.15	\$93.30
47206 External Crane Site Fee (minimum of 4 hours)	x 4 Hours	\$156.85	\$104.55
<b>SYC Yard Rates</b>	<b>Unit</b>	<b>Non-Member</b>	<b>Member</b>
		<b>Rate</b>	<b>Rate</b>
47230 Daily Storage 1-14 Days (per day)	x Foot	\$1.40	\$0.70
47231 Daily Storage 15-30 Days (per day)	x Foot	\$2.40	\$1.20
47232 Daily Storage 31+ Days (per day)	x Foot	\$4.70	\$2.20
47233 Standing Time in Non-Std Cradle	x Day	\$138.90	\$64.05
47234 Keel Pit Surcharge per day *	x Day	\$50.00	\$28.00
47235 Mast Storage per day	x Day	\$30.00	\$17.20
47236 Equipment Storage (any general items) per day * per m	x sq m	\$2.60	\$1.30
47237 Labour Charge (After Hours) per Staff Member+	x Hour	\$104.55	\$52.30
46621 Wet Blasting Clean Up	x Boat	\$224.30	\$156.30
46622 Rubbish Removal (by SYC Staff)**	x Boat	\$141.00	\$97.90
46622 Rubbish Removal - New Boats**	x Boat	\$141.00	\$97.90
*This is in addition to the daily storage charges			
**May be a multiple if amounts are greater than one bin			
+ Minimum 4 hours on Sunday			

## 9.6 Fee Schedule 5 – Contractor Fees

### Fee Schedule 5

Contractor fees as at 1 July 2018

Contractor fees	Frequency	Rate inc GST
Contractor fee	Annual	\$1,194.00
Casual daily yard fee	Daily	\$50.00
Essential Services Levy	Annual	\$367.00

## 9.7 Fee Schedule 6 – Club Boat Usage Fees

<b>Fee Schedule 6</b>					
<b>Club boat usage fees as at 1 July 2017</b>					
<b>For approved private activities</b>	<b>Morning or Afternoon session</b>	<b>Full Day</b>	<b>Evening Session (after 5pm)</b>		
RIBs*	\$45.00	\$80.00	\$35.00		
Training Keelboats (Beneteau 7.5) own RIB<>	\$55.00	\$100.00	\$35.00		
Training Keelboats (Beneteau 7.5) SYC RIB<>*	\$90.00	\$155.00	\$50.00		
<> plus Beneteau Damage Deposit	\$2,000.00	\$2,000.00	\$2,000.00		
* inclusive of all fuel used					
<b>For approved External Agencies &amp; Activities</b>	<b>Morning or Afternoon session</b>	<b>Full Day</b>	<b>Evening Session (after 5pm)</b>	<b>Multi Day usage (per day)</b>	
RIBs	\$80.00	\$120.00	\$60.00	N/A	
Hard Hull (Boonorong)	\$120.00	\$190.00	\$95.00	N/A	
Training Dinghies OziOpt (with own RIB)	\$35.00	\$50.00	\$25.00	\$30.00	
Training Dinghies OziOpt (+ SYC RIB)	\$90.00	\$130.00	\$70.00	N/A	
Training Keelboats (Beneteau 7.5) with own RIB <>	\$120.00	\$190.00	\$60.00	N/A	
Training Keelboats (Beneteau 7.5) with SYC RIB<>	\$180.00	\$275.00	\$110.00	N/A	
<> plus Beneteau Damage Deposit					
Notes: The user is responsible for covering the cost of all fuel used.					
Insurance excess on all SYC vessels is \$1000					
All fees are inclusive of GST					

## 10 Section 10 – Club Policy Schedule

## 10.1 Policy 1 – Life Membership

### Introduction

SYC requires a policy, procedure and set of criteria for those Members considering nominating a fellow Member for Life Membership. Prior to 2006 this was not documented. Three General Committee members prepared a life membership policy for GC in July 2006 which was subsequently ratified.

### Policy

The process for the awarding of life membership is laid out in Section 7.9 (d) of the Club Constitution.

- i. A Life Member is a Member who has been elected to Life Membership under this Rule in consideration for special services rendered to the Club.
- ii. A candidate for Life Membership must be proposed and seconded by a Senior, Life or Associate Member, both of whom must have been Members of the Club for 12 months prior to the date of the nomination.
- iii. The proposer and seconder must submit to the General Committee a letter setting out the basis of the nomination and the details of the candidate's history with and contribution to the Club.
- iv. If the General Committee thinks it suitable, it shall submit the Life Membership proposal to a panel of 4 Life Members ("**Life Membership Panel**").
- v. If the General Committee cannot comply with **Rule iv** for whatever reason, it may:
  - a) substitute one or more former Commodores for one or more members of the Life Membership Panel; or
  - b) if it cannot do so, substitute one or more Flag Officers for one or members of the Life Membership Panel.
- vi. The Life Membership Panel must:
  - a) determine whether the candidate is acceptable for Life Membership; and
  - b) deliver its recommendation to the Chief Executive Officer, who must then place the matter on the agenda for the next General Committee meeting.
- vii. If the Life Membership Panel recommends that the candidate is acceptable for Life Membership, the Chairman at the next General Committee meeting must call for a proposer and seconder and, after discussion, put the motion.
- viii. A two-thirds majority of the General Committee is required for the candidate to be elected to Life Membership

- ix. If the candidate is elected to Life Membership:
  - a) that election must be announced at the next General Meeting, at which the candidate will be declared a Life Member and presented with a Life Membership badge; and
  - b) the Life Member will be entitled to vote and to all the privileges of Membership without payment of any further subscription.
- x. Only one Life Member may be declared at a General Meeting and no more than 2 Life Members may be declared in a Club Year.

In practice, a nomination will need to have a very strong level of support at General Committee, before it is submitted to the Life Membership Panel. It would be completely inappropriate for the Panel to recommend a member for life membership, only to have the motion fail to reach the two-thirds majority of General Committee required under the Constitution. With this in mind, and in order to have some basis by which to judge nominations, General Committee has developed and approved the following criteria. If a nominating member requires further information, or clarification of the criteria, they are free to discuss the matter, in confidence, with the Commodore.

#### **Criteria for selection to Life Membership at SYC**

- 1) A nominee must be a financial member of the Club.
- 2) A nominee must have;
  - i. provided long and significant service to the Club, over and above that which would normally be expected of their position or membership category; and/or
  - ii. achieved a level of excellence in the wider world of boating/yachting, such that it brings DIRECT and TANGIBLE credit to the Club, and/or
  - iii. made a substantial or significant contribution to the life of the Club, at the Club level, and/or
  - iv. conducted themselves, over a substantial period of time, in an outstanding manner such that they become a role model for all Club members, and/or
  - v. demonstrated any other skills, achievements, knowledge, activity, etc. which directly raise the profile and reputation of SYC.
- 3) Generally speaking, life membership is NOT an award for long service or long membership on its own.
- 4) Life membership is not awarded simply because a member has occupied a particular position(s) in the Club. Whilst some professional organizations do award life membership to ex-presidents, chairs, etc, this is not considered appropriate for SYC.

## 10.2 Policy 2 – Honorary Membership

### Introduction

SYC requires a policy, procedure and set of criteria when consideration is being given to awarding of Honorary Membership.

### Policy

The process for the awarding of Honorary Membership is laid out in Section 7.9 (e) of the Club Constitution.

#### 7.9 (e) Honorary Members

- i. The General Committee may elect a person who is not a Member and who has rendered special services, to the Club or to the sport of yachting, as an Honorary Member if the General Committee determines that special circumstances apply to that person.
- ii. Every Honorary Membership expires on 31 March of each calendar year, at which point it may be extended for a period of 12 months or less as determined by the General Committee.
- iii. Further to **Rules 7.9(e)(i) and (ii)**, the General Committee may:
  - a) elect any person who is a bona fide Member of a recognised Club as an Honorary Member for a period of 3 months or less; and
  - b) enter into reciprocal rights arrangements with other recognised yachting clubs to allow members of those clubs to visit the Club's premises and be entitled to the privileges of Honorary Membership for a period of 3 months or less.
- iv. Honorary Members are entitled to all the privileges of Membership except:
  - a) voting rights;
  - b) eligibility for election as an Officer or to the General Committee; and
  - c) to use the mooring, slipping or yard facilities, or credit facilities, (except in the capacity as a visitor).
- v. The General Committee may terminate an Honorary Membership at any time.
- vi. Honorary Members have no claim or interest in funds or property of the Club.
- vii. Honorary Members do not have to pay a subscription.

Honorary membership is also outlined in the SYC By-Laws:



7) The power of the General Committee to elect an Honorary Member pursuant to Rule 7.9(e) of the Constitution may be exercised by the Chief Executive Officer or in his absence, by a delegate authorized by him.

## Recommendations for Honorary Membership

The following is the recommended listing of positions, officers or representatives General Committee may consider for Honorary Membership.

**Federal Government:** Local Member House of Representatives

**State Government:** Local Member Lower House / Local Member Upper House

**Yachting Organisations:** Australian Sailing – President & CEO

**Commodores of Yacht Clubs:** Commodores of Yacht Clubs with whom we have a “Special Relationship:” including ICOYC members.

**Yachting individuals:** Persons who have a relationship with SYC and or who have achieved significant Yachting achievements or influence.

**Other individuals:** Persons who have had or in the future may have a special relationship with SYC. Unless there are exceptional circumstances these should only ever be one year

**Regatta Participants & Attendees:** Regatta participants and relevant stakeholders of the regatta for the duration of the regatta including a reasonable amount of time before and after the regatta (e.g. 1 week prior & post regatta).

## Procedure

Honorary Membership is a standing annual item on the General Committee agenda as a matter for decision (February). In line with the Constitution, Honorary Members are voted on by General Committee at the February General Committee meetings in advance of the annual expiry date of 31 March.

Additionally those who are appointed by reason of Sponsorship arrangement are processed by the Executive staff. It is not proposed to alter this arrangement.

## 10.3 Policy 3 – Day Pass

### Introduction

Day Membership is the mechanism by which non members can sail out of Sandringham Yacht Club (SYC) or patronize SYC licensed areas. In becoming a day member, the person meets the various conformance requirements to the:

- 1) Australian Sailing Racing Rules of Sailing 2017 - 2020
- 2) SYC Liquor Licences
- 3) SYC Constitution and By-Laws

### Australian Sailing Racing Rules of Sailing 2017-2020

The Australian Sailing Racing Rules of Sailing 2017-2020 includes a rule pertinent to day membership:

#### **Rule 46: Person in Charge (extract summary)**

...any crew member that sails in more than 3 races in a season shall be a member of a Club affiliated to Australian Sailing and an Australian Sailing card holder (SIN).

### SYC Liquor Licences

The Members' Bar, Members' Lounge, northern podium (excluding designated restaurant area), Port Phillip Room (including the southern podium) and the Ken King Centre are all Full Club Licenced Areas.

It is mandatory that guests of members are electronically signed into these areas. There are two Clubnet kiosks located upstairs.

### SYC Constitution and By-Laws

Constitution: Day Members is a constitutional category of membership (Section 7.9b)

Visitors are constitutionally defined (Section 12)

By-Laws: Pursuant to 7.9b of the Constitution, Day Membership will be implemented as per this policy.

General Committee has determined the following;

Non Members

#### **1. Wednesday, Saturday and Sunday Sailing \***

- First Six (1-6) day passes \$15ea
- From visit 7-12, day passes \$35ea

When 12 visits have been utilised, the day pass member needs to transition to an annual membership. If and when switching to annual membership, day pass fees paid (up to \$300) will be offset against the nomination fee of the relevant annual membership category they apply for.

If crews are participating in other Club run races (e.g. Inter club series / ORCV winter series) then we do not charge but they are to acquire a day pass.

*\* Please note that juniors (i.e. under the age of 18) are to acquire a day pass but there will be no limit and no charge*

## **2. Thursday Twilight Sailing – No Charge**

The non member is entitled to sail free of charge but still must acquire a day pass.

## **3. Kindred Club Members – Wednesday, Saturday and Sunday Sailing: \$15 per day pass, no limits**

A kindred Club member can purchase a day pass for \$15 and there is no limit to how many can be purchased. Additionally the twilight exception applies – visitors are required to demonstrate proof of current membership.

The following Clubs are defined by SYC as kindred:

Royal Brighton Yacht Club / Royal Melbourne Yacht Squadron / Royal Yacht Club of Victoria / Royal Geelong Yacht Club / Hobson's Bay Yacht Club / Blairgowrie Yacht Squadron / Sorrento Sailing Couta Boat Club / Mornington Yacht Club / Royal Victorian Motor Yacht Club / Beaumaris Motor Yacht Squadron / Mordialloc Motor Yacht Club and Queenscliff Cruising Yacht Club

## **4. Volunteers (Non-Members) - No Charge**

Day membership may be offered to volunteers who are actively involved in the running of any of our races – this will enable them to patronize the Clubhouse post race (on the day they volunteer only). This is most applicable to our Off the Beach community and authorisation will be determined by the relevant Club captain or delegate.

## **5. Visitation to Licenced Areas of SYC by Non-Members - No Charge**

Visitation of non-members to SYC is constitutionally defined (Section 12). Non members who are guests of members may visit the Clubhouse of SYC a maximum of six times per calendar year. On each visit they are to be signed in electronically at the entrance to the full Club licenced area.

Visitation of immediate family or those in an acknowledged relationship with a Senior Member is defined in the By-Laws (Section 3) – no limits apply.

Visitation by Kindred Club Members is facilitated at main reception via a Kindred Club Guest Pass – a limit of 12 visits per calendar year applies.

## **6. Visitation to Licenced Areas of SYC by Reciprocal Members - No Charge**

Visitation by Reciprocal Club Members is facilitated at main reception via a Reciprocal Club Guest Pass – no limits apply. The list of Clubs who have reciprocal arrangements with SYC are listed and constantly updated on the Club website.

### Note:

- Whether the individual is required to pay or not, it is mandatory that all persons crewing fill in a day pass form (or acquire a day pass via the Club app)
- Australian Sailing Insurance is currently provided under the SYC day pass scheme as long as the day pass member has registered their attendance on the day (in advance of sailing) and it is acknowledged on their day pass membership card (or via the Club app) and subsequently entered into the SYC membership system.

### **Day Pass – Introductory Membership Only**

Day Pass Membership is an introductory membership only and is not available to anyone who is an existing or previous member of SYC. Additionally, retrospectively transitioning from an annual membership to Day Membership is not permitted.

Where ex-SYC members are visiting the Club intermittently then an exception is allowed (e.g. the ex-SYC member is now based overseas and wishes to sail out of the Club for the week they are in Melbourne – this is acceptable).

## 10.4 Policy 4 – Marina Berth and Hardstand Rental Allocation

### Introduction

Boat storage within the Marina and Hardstand areas at SYC is to be allocated in accordance with this policy.

This policy is designed to supplement the Membership Participation Scheme (MPS) adopted by the Club in December 2010 by providing further details and to deal with a range of issues including;

1. Ratio of boats
2. Waitlists
3. Private arrangements
4. Unacceptable vessels & dry dock infrastructure
5. Expiring marina licences and interim licence transfers
6. The allocation process

Only boats that meet the Club's **Member Participation Scheme 10 point target** will be considered for storage.

### Ratio of boats

The desired mix of sail to power boats accommodated at the Club is 70% / 30%

### Waitlists

**Marina:** In order to meet the Club's desired ratio of boats, when vacancies arise, the current status of the ratio will determine if that next available berth should be allocated to a sail or a power boat.

Where the available berth may not suit the next person on the list, *they may opt to pass the current offer* – but that does not displace them from their overall position on the waitlist.

**Hardstand:** There are two distinct types of hardstand space – space designated for trailer boats (power or sail) and space for hardstand trolley storage for class racing boats weighing less than 3 tonnes.

- i. Trailer Sailers – Designated for trailer boats only on a first come, one in one out basis. Should a hardstand space be made available, the next person on the list will be offered that position.
- ii. Trolley Storage – Designated for approved racing classes. Should a hardstand space be made available, the next person on the list, with a boat in one of these supported racing classes, will be offered that position.

In order to be granted a Marina or Hardstand boat space, the prospective tenant needs to be a current, senior financial member of the Club and satisfy the requirements of the Member Participation Scheme.

Where a space is made available, if the prospective tenant wishes to secure that position, they will be billed as from that date, irrespective of whether or not the boat is onsite.

### Private arrangements

**Boat Brokers:** Within their tenancy lease, the two onsite boat brokers (Sundance Yacht Sales and Jackson R Marine) have berth allocations. As from the date of the ratification of this policy should they provide a temporary pen as part of a sale of a new/used boat, they will be required to effect that tenant's removal of their boat from the marina at the conclusion of that arrangement (unless the tenant has progressed transitioned to a club pen).

**Members:** As from the date of the ratification of this policy, members that purchase a replacement boat which is then moored in their pen (whether under a rental/licence arrangement with SYC) will subject to availability be offered a rental pen/walkway space for up to a maximum of 3 months to assist in selling their non-current boat. However, after that period they will be required to remove that boat from SYC should it not have been sold.

**Sub-lessees:** Sub-letting of pens is permitted in accordance with Clause 9 of the Marina Licence. All sub-lessees are subject to this policy including re-applying for storage on an annual basis and compliance with the Member Participation Scheme (see below).

### Unacceptable vessels

Unless authorised by General Committee upon special request, SYC will not grant storage to *unacceptable vessels* which are broadly defined as follows:

- 1) Jet Skis
- 2) Commercial vessels
- 3) Catamarans
- 4) Privately owned RIBS
- 5) Canoes or kayaks

- 6) Vessels requesting add on marina dry dock infrastructure (of any description including but not limited to dry docking within the marina, lifting or sinking systems, jet docks, ezidocks, etc)

## **Expiring marina licences and interim licence transfers**

### **Expiring Marina Licenses**

Two months prior to the expiration of a marina licence, the Licensee, if they elect to continue to store their boat at SYC, will need to apply for a rental berth allocation. The process/requirements are the same as that for the renewal of annual rental tenancies i.e. submission of a completed rental application form and be a current, senior financial member who agrees to comply with the Member Participation Scheme. The Club will seek to minimize movement of boats on the expiration of marina licences however the club may allocate marina berths deemed appropriate.

### **Interim Licence Transfers**

Any Marina Licence can be transferred in accordance with the terms of the licence with the approval of the Club in its absolute discretion (clause 8 of the Licence). The Club, retaining its absolute discretion, will encourage transferors to incorporate a provision varying the Licence so as to include an obligation to comply with this policy including the Member Participation Scheme.

## **The allocation process**

Where a storage space vacancy arises the Marina Manager will allocate that space with consideration to the following factors:

- 1) The size and location of the storage space and its best utilisation;
- 2) The Club's yacht/power boat ratio;
- 3) That the applicant is a senior member and is likely to meet the annual requirement of "10 participation points" as described in the Member Participation Scheme;
- 4) The length of time of the waiting list.

Any request by a senior member applicant for special consideration in the allocation of a storage space is to be in writing and addressed to the Commodore. Any special consideration for the allocation of a marina and/or hardstand storage space will be determined in the best interests of the Club.

Storage space will be allocated on a 12 month basis and each year the senior member will need to reapply for the rental of the storage space.

As from the 1<sup>st</sup> April 2012, all senior members that have an existing marina berth or hardstand rental space allocation will be sent a rental application form and a Member Participation Scorecard for completion and lodgement with the Club. The Member Participation Scorecard will be based on a

member self-assessment for the previous 12 month period and will reviewed and considered by Club administration prior to allocation of storage space.

Where a member (either as a licensee or tenant) intends for their boat to be absent from the Club, the member will advise the Club before departure and assign to the Club all rights to the berth allocation for that period of time. As from 1st September 2013, during the period of absence, the member will be obliged to continue to pay full rent but will be entitled to receive either 75% of any secondary rental income received for the pen during this absence or a rebate of 75% of rent during this period whichever is the lesser.

### **Member Participation Scheme**

The Member Participation Scheme has been introduced to ensure that all boats stored at the Club participate at an acceptable level in Club activities. At the core of this scheme, members need to meet the annual requirement of “10 participation points” in order for them to be eligible to store their boat at SYC on an ongoing basis.

Please refer to the Member Participation Scheme Policy for the necessary detail.



## 10.5 Policy 5 – Member Participation Scheme

### Introduction

The Membership Participation Scheme (MPS) was adopted by Sandringham Yacht Club in December 2010. It provides Senior Members that have a marina berth, hardstand rental or sail locker rental agreement with SYC meet the annual requirement of 10 participation points in order for them to store their boat or boat related equipment at SYC on an ongoing basis.

This policy will provide the Marina and Yard Manager with a policy by which allocation of marina berth, hardstand rental and sail locker rental agreements to members. In applying and being allocated a marina berth or a hardstand space the Senior Member must meet the various conformance requirements of SYC's Constitution and By-Laws together with the requirements of the Membership Participation Scheme.

### SYC Constitution and By Laws

By-Laws: Pursuant to section 21, the Member Participation Scheme (MPS) provides that Senior Members that have a marina berth, hardstand rental or locker rental agreement with SYC need to meet the annual requirement of 10 participation points in order for them to store their boat or boat related equipment at SYC on an ongoing basis.

When it comes to allocating a rental position within the marina or on the hardstand, General Committee have determined the Marina and Yard Manager will consider and provide priority to rental applications on the basis that:

- 1) The applicant is a Senior Member of the Club
- 2) Is consistent in keeping with the Club's nominated proportion of sail to power vessels
- 3) Compliance with the Member Participation Scheme

### Member Participation Scheme

Members need to meet the annual requirement of 10 participation points under the Membership Participation Scheme. This policy defines and quantifies Club participation of boat owners and it recognizes participation as activity across many facets of the Club life including sailing and recreational activities, leadership, voluntary and social contribution and membership history.

For each of these activities, members are awarded points. This is not meant to be onerous with most regular boat owners earning the required 10 points in a few weeks.

Tenants will be asked to record their activities on the Club Participation Card (annually with their rental renewal documents) and once completed return to the Club by end of May each year when the

information will be assessed by Management and if required, the Member Participation Scheme Review Sub-Committee.

### **Member Participation Scheme Review Sub-Committee**

The Member Participation Scheme Review Sub-Committee is chaired by a General Committee member and three other Senior members.

The Marina and Yard Manager may seek the assistance of the Membership Participation Scheme Review Sub-Committee at any time in regard to the implementation of this policy in the consideration and allocation of Marina berths and hardstand spaces.

### **Attachments**

- 1) Member Participation Scheme Scorecard

## Member Participation Scheme Scorecard 2017

### Target – 10 Points (per club year)

**Please complete the checklist below, by filling boxes with the points indicated for the activities in which you qualify during the period**

#### **Leadership**

- Attendee of Full Year and Half Year General Meetings (member to have signed the official Club register at the meeting as proof of attendance **(1 point each)**).
- Current and Past Commodore and Flag Officers **(5 points)** or
- Serving Member of General Committee as Office Bearers and Section Captains **(4 points)**
- Serving Ordinary Member of General Committee **(3 points)**
- Serving Sub-Committee Members **(2 points)**

#### **Competition** (According to On Water Records):

- Block Entry Summer or Winter Aggregate (and participation in at least 50% of the races): **(4 points for each series)**
- Wednesday Wonders - summer and winter, Thursday Twilight, Sunday Sailors – summer and winter (and participation in at least 50% of the races) or participation in another keelboat series involving more than 5 races. Circle those applicable **(4 points for each series)**
- Ocean Races **(3 points for each event)**
- Club Marine Series, ORCV or Geelong Festival of Sails: Circle those applicable **(1 point for each event)**
- Compete in State or National Championship Events **(3 points each)**  
Please list details: \_\_\_\_\_  
\_\_\_\_\_
- Opening Day Sail Past and SYC Centenary Trophy Regatta **(1 point each)**
- Presentation Night Attendee: Sail, OTB, Wednesday Wonders Summer/Winter, Recreational Boating Presentation Breakfast  
Circle those applicable **(1 point each)**

#### **Recreational Boating**

- Attendance at any Recreational Boating organised Cruise in Company or fishing event **(3 points per event)** List details: \_\_\_\_\_

- Attendance at the January Picnic Raft-Up or Guest Speaker Night **(1 point each)**
- Participation in any Navigation Rally including Navigation Rallies hosted by other clubs and the Family Fun Rally **(2 points)** List details \_\_\_\_\_
- Boating Presentation Breakfast **(1 point)**
- Attendance at the annual Recreational Boating Christmas Function. **(1 point)**

**Volunteering** *(According to On Water Records)*

- Regular Race Management Team (Sail or OTB for calendared races (minimum 5 races), State, National & International Regattas including Sail Sandy) **(3 points)**  
Please list details: \_\_\_\_\_  
\_\_\_\_\_
- Regular on-water rescue boat driver/crew for Junior Coaching programs (minimum 5 separate days as part of the overall program) **(3 points)**  
Please list details: \_\_\_\_\_  
\_\_\_\_\_
- Use of your boat for any of the above events (minimum participation clauses for the above apply) **(2 points for each event)**  
Please list details: \_\_\_\_\_  
\_\_\_\_\_
- Use of your boat for any approved SYC sponsors and guests to view nominated on-water events, use of your boat to assist with SYC charity days such the Challenge Kids for Cancer or Mad Paddle events, etc. **(2 points for each event)**  
Please list details: \_\_\_\_\_  
\_\_\_\_\_
- Regular participation as Club Measurer, Protest Committee member or similar **(3 points)**  
Please list details: \_\_\_\_\_  
\_\_\_\_\_
- Regular coaching or activity course (minimum 5 times) **(3 points)**  
Please list details: \_\_\_\_\_  
\_\_\_\_\_

**Sponsorship and Donations**

- Member Benefits Scheme Participant **(1 point)**

Please list details: \_\_\_\_\_  
\_\_\_\_\_

- Race or Regatta sponsorship or donation of \$2000 or Rec Boating sponsorship or donation of \$500. Other donations and support in kind (eg. VIP hosting) can be recognised and assessed by Club administration **(2 points)**

Please list details: \_\_\_\_\_  
\_\_\_\_\_

**Social and Clubhouse Support**

- Attendance at SYC Ball, New Year's Eve or Melbourne Cup Eve or other signature events **(1 point per event)**

Please list details: \_\_\_\_\_  
\_\_\_\_\_

- Clubhouse Support. For every \$1000 charged to your member account on food and beverages **(1 point per \$1000)**

**Attendance at Training Courses**

- Attendance at SYCBA Training Course **(1 point per course)**

Please list details: \_\_\_\_\_  
\_\_\_\_\_

**Membership**

- Every 10 years as a Full Member **(1 point)**
- Proposing or Seconding a Member **(2 points)**
- Life Membership and 60 years membership **(5 points)**

**Total Points** \_\_\_\_\_ **Date** \_\_\_\_\_

**Extenuating circumstances for *not* meeting Points Target (please provide detail and/or attach documents where applicable)**

\_\_\_\_\_  
\_\_\_\_\_

## 10.6 Policy 6 – OTB Storage

### Introduction

Dinghy Storage within the Lou Abrahams Off The Beach Sailing Centre (OTBSC) at Sandringham Yacht Club (SYC) is to be allocated in accordance with this policy.

This policy is designed to provide and deal with a range of issues including:

1. Criteria and Conditions for storage;
2. OTBSC storage allocation process; and
3. Allocation / Qualification System.

### Criteria & Conditions

- Members applying for boat storage (boat on trolley) must register their request the Off The Beach – Dinghy Storage Application Form (online).
- Members must qualify for boat storage for the available spaces for their nominated class of boat according to the allocation/qualification system set out in this policy.
- Ongoing storage rights are based on participation and these are constantly reviewed.
- Boat and trolley must be stored within the allocated bay/rack. This includes masts being confined to designated bay or suitable mast storage area.
- Trailers are NOT permitted on SYC OTBSC lawn or storage areas.
- No trailers are to be left in the SYC yard overnight under any circumstances and shall only be temporarily stored in the allocated *Trailer Area* of the SYC yard. Trailers not stored properly will be impounded.
- Boats stored at the Club may have their storage allocation revoked for failing to, race regularly, participating in OTBSC Club events or contravening this policy. Boats who participate in Club racing regularly will be given priority.
- Boats without an approved application for storage will be removed from the premises.
- Storage allocations are not transferable should the boat be sold.

Members are required to:

- NOT store their boat on the grassed area at any time, unless they are participating in a Club regatta/race. Boats are to be returned to their allocated rack/storage bay or taken home (if no storage rights have been approved) at the conclusion of the Regatta or race day.
- Rig their boat on the lower grassed area. The raised grass area is to be used during race days for sailing bags and covers.
- Ensure that their beach trolley and equipment has good quality pneumatic wheels and does not have sharp edges that may cause damage to the OTBSC and artificial grass surface.

- Have their trolleys regularly inspected. Equipment deemed unsuitable for the artificial grass surface will be removed and members asked for equipment to be altered to a standard suitable for this area.
- Not use SYC equipment, furniture, etc. to secure or support boats at any time.
- Not move or interfere with any other boat or sundry equipment without the expressed permission of the owner concerned.

### OTBSC storage allocation process

The OTBSC Storage Sub-Committee will allocate storage with consideration to the following factors that the Member shall:

- Pay the appropriate storage fee prior to commencement of storage. Storage fees will be paid upon application and storage applied for annually.
- Display two storage stickers for the season (issued upon allocation), which must be placed (one) on the transom of the hull and (two) on the trolley; both must be clearly visible at all times.
- Ensure that their boat is stored in the allocated bay/rack at all times and that the area around their boat is maintained in a clean and tidy state. Storage bins / lockers are not permitted to be located in the SYC OTBSC precinct at any time.
- Prominently display **Sandringham Yacht Club** on the transom of the boat.
- Agree to remove his or her boat within two weeks of a written request sent to the address as per the Club mailing list.
- Failure to remove the boat for any reason, shall initiate transfer of ownership of the boat to SYC or disposal as per the SYC Constitution.
- Acknowledge that failure to use their boat regularly in OTB Club events, or comply with the conditions set out in this policy, may lead to the forfeiture of their storage rights without refund of the fees.
- Provide to the SYC Boating Department (at time of application; and when it falls due annually) proof of insurance coverage.

### Allocation / Qualification System

Storage will be allocated on a supported class basis, subject to space availability, to Members who demonstrate prior and committed participation.

Storage space is reviewed annually. Each year the Member will need to submit an OTBSC Storage scorecard (for the previous year) within the application. The scores will be based on a Member self-assessment and reviewed by the OTBSC Storage Sub-Committee.

## SUPPORTED CLASSES

SYC supported classes comprise any World Sailing approved class and/or any other class as approved by the OTBSC Storage Sub-Committee from time to time.

## OTBSC STORAGE SCORECARD SYSTEM

The allocation and renewal of OTBSC storage will be based upon ongoing participation in OTBSC activities. The Club has the discretion to terminate storage agreements for those who do not participate sufficiently in OTB Club activities.

**PARTICIPATION** - 4 points each series (*According to On Water Records*) (participation in at least 50% of the races)

- Spring Aggregate Series
- Autumn Aggregate Series
- Twilight Series
- Roy Hoffert Winter Series
- Green Fleet program
- Junior Development Squad program
- Metung Easter Regatta
- Other – sailing activity where Member has represented and/or given back to the Club (details to be provided by Member)

**VOLUNTEERING** - for OTBSC calendared races, State, National & International Regattas including Sail Sandy (*According to On Water Records*) (2 days = 3 points)

- Spring Aggregate Race Management Team
- Autumn Aggregate Race Management Team
- Twilight Series Race Management Team
- Roy Hoffert Winter Series Race Management Team
- Green Fleet program
- Junior Development Squad program
- Canteen Duty
- Working Bee participant

**SOCIAL & CLUBHOUSE SUPPORT** (*Recorded by Club Administration*) (1 point for each)

- Opening Day Sail Past participant
- Attendance at the OTB Presentation Night
- Attendance at the OTB Pie Night & New Members Introduction evening



- Attendance at the OTB Live In Weekend
- Attendance at the OTB Christmas Party
- Use of your boat for an SYC Race or Regatta (or representation of SYC) (1 point)

**MEMBERSHIP** *(Recorded by Club Administration)*

- Every 10 years as a Full Member (1 point)
- Every 2 years as a Junior or Intermediate Member (1 point)
- Proposing or Seconding a Member (2 points)
- Life Membership and 60 years membership (5 points)

**LEADERSHIP** *(Recorded by Club Administration)*

- Attendee of Full Year and Half Year General Meetings (member to have signed the official Club register at the meeting as proof of attendance) (1 point)
- Current and Past Commodore and Flag Officers (5 points)
- Serving Members of General Committee as Office Bearers and Section Captains (4 points)
- Serving Member of General Committee (3 points)
- Junior Captain (3 points)
- Serving Sub-Committee Members (2 points)

**Contacts**

Contact the SYC Boating Department if you have any questions:

**Ph:** 9599 0922

**Fax:** 9598 8109

**Email:** [boating@syc.com.au](mailto:boating@syc.com.au)

**Attachments**

Nil

## 10.7 Policy 7 – Food and Beverage

### Introduction

Since 2008, General Committee has ratified a series of food and beverage policies addressing room hire, use of rooms and Club Events. Individually these policies have helped all stakeholders understand the number of Club Events Sandringham Yacht Club stage and how they are staged financially, requests for discounts over and above current member discount and members wishing to book member exclusive areas. The purpose of this policy is to provide the framework when dealing with our food and beverage operations together with the booking process more certain for all parties involved.

### Member Discounts

Members are entitled to a 10% discount on food and beverage in the following areas:

- Port Phillip Room\*
- Harbour View Restaurant

The Ken King Centre and the Members Bar are member's pricing by default.

If a member or sub-committee would like a greater than 10% discount they can make application to General Committee.

\*To qualify for a Port Phillip Room discount the person needs to be a current financial member at the time of booking and they must have been a financial member for a minimum of 12 months at the time of the function.

### Room Usage

Sandringham Yacht Club operates a number of different rooms which can be booked for exclusive use:

- Port Phillip Room
- Olympic Room
- Commodores Room
- Office Classroom
- Training Auditorium

Bookings can be made through the events staff and are to be consistent with the Club's food and beverage function packages.

The Members Bar (including northern podium), Members Lounge, Ken King Centre and the Harbour View Restaurant cannot be booked for exclusive use, with the only exception being the HVR for private functions outside of its normal advertised trading hours.

## Club Events

SYC stages an annual range of sanctioned Club Events. These include:

Fishos' Night:	February
Wednesday Wonders Presentation Night:	April
Sail Presentation Night:	May
Off The Beach Presentation Night:	June
Recreational Boating Presentation Breakfast:	July
SYC Ball:	July
SYC Opening Day:	October
Wednesday Wonders Pie Night	October
Christmas Lunch:	December
New Years Eve:	December
HVR Food Promotional Nights	Various

Supplemental Club Events may be adopted as appropriate, however ideally no more than 12 Club Events are to be booked on a Friday or Saturday night in the Port Phillip Room.

All proposed Club Events requires approval by the Chef Executive Officer through the lodgement of a Club Event Application Form and accompanied by a budget. These can be assembled together with, or by the club events coordinator. This provides the Management and the respective sub-committees with assurances there will be no financial surprises.

Unless we have made budgetary provision for an event, all events are to be self-funded and show a closing date by which time a minimum budgeted patronage must be achieved. All bookings made for Club Events are made in line with the Reservation and Cancellation Policy for Club Events. SYC will charge one advertised price for these events (for members and member's guests / non-members).

## Attachments

- 1) Reservation and Cancellation Policy for Club Events (**Refer to Policy 12 – Reservations and Cancellations**)

## 10.8 Policy 8 – OH&S

### Introduction

The objective of this Sandringham Yacht Club Inc Health and Safety Policy is to demonstrate an active consultative commitment by Sandringham Yacht Club Inc Management to all areas of Health and Safety in the Sandringham Yacht Club.

- 1) Sandringham Yacht Club Inc will establish, document and implement an Occupational Health and Safety Policy which complies with the relevant legislative regulations.
- 2) Senior Managers and Supervisors are responsible and accountable for achieving the objectives of this OH&S Policy and implementation of the agreed policies including hazard identification and control, accident and incident investigation, corrective actions, housekeeping, training for emergencies, fire protection, contractors and protection of members and visitors.
- 3) Employees will be consulted on OH&S management through their representatives on the established OH&S committee.
- 4) Sandringham Yacht Club Health and Safety will be communicated to all employees and members through the staff handbook including induction. Training will be provided where necessary. The handbook will be reviewed for constant improvement.
- 5) Employees will have their individual Health and Safety responsibilities explained at their induction.
- 6) Sandringham Yacht Club Inc is committed to implementation of this policy with the involvement of all employees.
- 7) This policy is available to all Employees, Members, Unions, Contractors, Visitors and other interested parties.
- 8) The Sandringham Yacht Club Chief Executive Officer in consultation with Employee Representatives will review this Policy for continuous improvement annually from the date of last review, recorded below.
- 9) All users of the boat yard are required to go through a 'boat yard induction' prior to entering or using the boat yard.
- 10) All contractors utilising SYC facilities are to comply with the SYC contractor policy and are required to go through the contractor induction.



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Richard Hewett  
CEO - Sandringham Yacht Club Inc  
Dated: February 26, 2015

## **Equal Opportunity – anti-discrimination, harassment & bullying Policy**

### **Policy Statement**

Sandringham Yacht Club Inc is committed to providing a workplace free of all forms of discrimination and harassment including bullying. It aims for equality of opportunity for all employees – both permanent and temporary – and is consistent with our policy of merit-based selection and promotion. By effectively implementing our Equal Opportunity (EO) Policy we will attract talented people and use their abilities to maximum advantage for both the organization and the employees alike.

Quality EO programs are increasingly part of what best-practice companies do to ensure the maximum contribution from their people by managing diversity effectively. Sandringham Yacht Club seeks to make this best practice approach an integral part of our organizations culture.

Discrimination, Harassment and Bullying is not only unacceptable it is unlawful pursuant to state legislation (Equal Opportunity Act, 2010; Racial and Religious Tolerance Act 2001, Version incorporating amendments as at 1 August 2011) and federal legislation (Sex Discrimination Act, 1984; Racial Discrimination Act, 1975; Disability Discrimination Act, 1992; Australian Human Rights Commission Act, 1986; Age Discrimination Act, 2004) and various Occupational Health and Safety legislation. It is the responsibility of management to provide a working environment free from discrimination, harassment and bullying. To this end Sandringham Yacht Club Inc will take all practicable steps to ensure our clients provide a similar working environment.

In addition, Management and their delegates are to ensure all complaints are treated confidentially, seriously and sympathetically. To this end, we have developed an internal complaint resolution process to assist our employees raise issues of concern. Relevant disciplinary action will be taken against anyone found to have breached this policy.

No employee will be penalized or disadvantaged as a result of raising concerns or complaints relating to discrimination, harassment or bullying.

### **What is discrimination?**

Unlawful discrimination occurs when a person considers they have been treated less favourably owing to and attribute (listed below) when compared with a person not of that attribute.

Protected attributes in Victoria include:

Age; disability/impairment; industrial activity/inactivity; lawful sexual activity; gender identity; marital status including defacto; physical features; political belief or activity; pregnancy/breastfeeding; race; religious belief or activity; sex; status as a parent or carer; personal association with someone of the above attributes; irrelevant criminal conviction.

### **What is harassment?**

Harassment is an unwanted behaviour and can take many forms. It may involve inappropriate actions, behaviour, comments or physical contact that is objectionable or causes offence. Unlawful harassment may relate to any of the attributes protected in various equal opportunity legislation mentioned above.

It is important to note that it is irrelevant at law as to whether or not the inappropriate behaviour was intended. It is also important to understand that it is the person being subjected to the behaviour, who determines whether the behaviour is welcome or unwelcome. In Victoria, co-workers can be named sole respondents in cases of alleged sexual harassment.

Harassment may be seen to have occurred if the behaviour makes the victim feel offended and humiliated; intimidated or frightened; and/or uncomfortable at work.

### **What is sexual harassment?**

Sexual harassment occurs when a person makes an unwelcome sexual advance or an unwelcome request for sexual favours to another person, or engages in any other unwelcome conduct of a sexual nature in relation to another person.

It has nothing to do with mutual attraction or private, consenting friendships whether sexual or otherwise.

Some examples of sexual harassment include:

Persistent, unwelcome demands or even subtle pressures for sexual favours or outings; leering, patting, pinching, touching or unnecessary familiarity; offensive comments on physical appearance, dress or private life; and the public display of pornography (especially when it is directed at particular individuals) ranging from material that might be considered mildly erotic through to material that is sexually explicit.

This company recognizes that comments and behaviour which do not offend one person can offend another; the management/committee accepts that individuals may react differently and expects this right to be generally respected.

### **What is bullying?**

Workplace bullying is repeated, unreasonable behaviour directed toward an employee, or group of employees, that creates a risk to health and safety. It can include, but is not limited to, behaviours such as deliberately changing work rosters to victimise particular employees; verbal abuse; initiation practices; sabotaging someone's work; ridiculing someone's opinion.

Bullying is not an acceptable part of our work culture. Furthermore, bullying is a significant occupational health and safety consideration, if it occurs in the workplace or a working environment, as it can cause harm to a person's health and wellbeing, both physical and psychological.

Bullying does not cover situations where an employee has a grievance about legitimate and reasonable performance management processes; disciplinary action; or allocation of work in compliance with systems.

### **What is victimisation?**

Victimisation is seen to occur when someone who has raised an equal opportunity complaint suffers a negative consequence of raising that concern.

### **What can you do if you are being discriminated against?**

If you consider you have been discriminated against, raise your concerns with your manager or supervisor. These people should be in a position to give you the rationale behind any decision, which may have caused you to feel disadvantaged.

### **What can you do if you are being harassed or bullied?**

Bullying and harassment is to be dealt with and should not be ignored (as ignoring the behaviour could be taken as tacit consent). Anybody who experiences or witnesses harassment or bullying is encouraged to either inform the offender that the behaviour is offensive and unacceptable and against company policy, or seek assistance in having the behaviour stopped. This may include making a report or a complaint.

### **Who can assist you in making a report or complaint?**

If you feel that you are unable to resolve the matter yourself, the following people will be able to assist you: your Manager, Supervisor, or Helen Tetlow; who has been appointed by this company as a Harassment Contact Officer specifically because we recognise that in some instances discussing the matter with your manager, or supervisor is not appropriate.

In addition to the management of this company you may approach the Equal Opportunity Commission or Worksafe for independent advice at any time.

### **What will happen if you make a complaint or report?**

Any complaints or reports of discrimination, harassment or bullying will be treated quickly, seriously and sympathetically. They will be investigated thoroughly, impartially and confidentially. Managers, supervising consultants and the harassment program staff must act immediately on any reports of harassment. Employees will not be disadvantaged in their employment conditions or opportunities as a result of lodging a complaint.

### **What will happen to the person against whom you have made a complaint?**

Where complaints of discrimination have been substantiated, appropriate disciplinary action will apply. Serious breaches of the policy will lead to termination of employment.

Similarly, action where necessary will be taken against anyone including employees or independent contractors, who have been found to have harassed a co-worker or any other person during the course of their employment.

All parties involved in a complaint have the option of accessing personal counselling.

## **Our commitment**

We place great emphasis on attracting and rewarding the best people. We are committed to providing an environment which is safe and free of discrimination, harassment and bullying for our employees and others with whom we associate at work.

This policy has the full support and commitment of the Management and General Committee.

Please help us to help you by giving your support in monitoring and avoiding practices, attitudes and traditions which lead to harassment.

A handwritten signature in black ink, appearing to read "Richard Hewett". The signature is fluid and cursive, with a large initial 'R'.

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Richard Hewett  
CEO - Sandringham Yacht Club Inc  
Dated: February 26, 2015



## Health and Safety Induction

Sandringham Yacht Club operates within a highly regulated environment and therefore special conditions apply which may not apply at other places of employment or sites.

To maintain a safe, legal and healthy environment an OH&S Officer or staff as appointed by the CEO will undertake specific training in specified areas of operations to all employees, members and businesses by way of induction.

- All Club employees, new employees or employees transferring to a new environment, role or task on their first day of their employment or use of the facility shall refer to the SYC staff handbook for reference.
- All businesses (Contractors, including sub-contractors and their employees and agents) engaged to carry out works for members or non-members on the grounds of SYC must be registered as an Approved Contractor with the Waterfront Department before permitted to commence work will be issued and shall refer to the Contractors policy.

Each employee is required to work in a safe and responsible manner towards fellow staff. For your protection you are required to report all accidents, incidents and near misses as soon as possible to your elected representative, a member of the Occupational Health & Safety Committee or the Manager on Duty.

You should also report any dangerous working conditions or any condition likely to cause injury to anyone within the Club. Incident reports are available in first aid kits, on the staff notice board and the finance manager's office. Incident reports should be filled in for any incident involving staff, Members or the general public, and should then be handed to the Manager on Duty or to the CEO.

## OH&S Committee

Legislation: Codes of Practice for Workplaces (1995)

The Sandringham Yacht Club OH&S Committee members are:

Rick Barrett – Chair  
Richard Hewett – CEO  
Paul Corfield – Operations  
Brad Gascoigne – Yard  
Russell Tyson – Club Boats  
Paula Sabin – Admin / HR  
Sik Man Ko – Kitchens  
Michah Shuwalow – Boating / Minutes & Admin  
James Sly - Boating

## Functions

- To facilitate co-operation between an employer and the employees of the employer in instigating developing and carrying out measures designed to ensure the health and safety at work of the employees (OH&S Act 2004 37. (4) (a)); and
- To formulate, review and disseminate (in such languages as are appropriate) to the employees the standards rules and procedures relating to health and safety which are to be carried out or complied with at the workplace.

## Management

The Committee meets at a set period as follows:

- a) meetings are to be held quarterly on the first Tuesday at 2.00pm;
  - b) four+ OH&S committee members in attendance constitutes a meeting;
  - c) if four OH&S committee members cannot be in attendance on the first Tuesday; all members must make themselves available the Thursday following at 2.00pm pursuant to point b); and
  - d) special meetings can be called at any time pursuant to point b).
- One OH&S committee member should have attended the Occupational Health and Safety five Day Certificate Course.
  - Matters requiring immediate attention should be reported to the Manager on Duty.
  - Members or staff are encouraged to approach OH&S Committee members with non-urgent issues relating to Health and Safety at the Club.

## Training

- Records of employee training will be kept up to date and filed in the administration office.
- Employees will be encouraged to participate in refresher training to facilitate safe work practices.

## Yard OH&S Contractors Sub-Committee

### Purpose

The Contractors Sub-Committee provides assistance to SYC in the implementation of its OH&S policy with the aim of continuously improving the safety of the boat yard by recommending standards of workplace health and safety.

It serves as an advisory/investigative working group with the objective of providing recommendations on solutions pertaining to OH&S issues in the boat yard.

## **Membership**

The Contractors Sub-Committee comprises:

- Chairperson – SYC CEO
- Up to 5 representatives from the SYC tenant and annual registered contractor business list
- SYC staff – 1 \* Boat Yard Employee

The Contractors Sub-Committee members bring experience and knowledge of their respective areas with a capacity to influence boat yard behaviours and disseminate information. Importantly, the members will show leadership in regards to acceptable standards of workplace health and safety.

## **Meetings**

Meetings will be scheduled bi-annually, July and February. Special meetings can be called at any time on an 'as required' basis. Minutes of the meetings will be recorded and copied to the OH&S sub-committee.

Matters requiring immediate attention should be reported to the CEO or Manager on Duty.

## **Authority**

The Contractors Sub-Committee report to the CEO. Public statements in relation to this committee or the workings and/or outcomes of the Contractors Sub-Committee will be authorised by the CEO.

Roles and Responsibilities:

- The Contractors Sub-Committee is empowered to assist with enforcing boat yard OH&S policies and at all times will be directed by the Club's OH&S policies, Constitution and By-Laws.
- The Contractors Sub-Committee has a role to continually evaluate OH&S policies, objectives and targets for the purpose of identifying opportunities for improvement concerning boat yard OH&S.
- Provide direction and advice on issues and key themes emerging from implementation of OH&S in the boat yard.
- Debate, clarify, comment and make recommendations re: the boat yard.
- Identify overall issues, risks and gaps likely to impact on the boat yard .
- To act as a problem-solving forum to address issues that arise at either a policy or operational level.
- To identify strategies to mitigate emerging issues associated with implementation of OH&S in the boat yard.

## Contractors Sub-Committee Membership

- Richard Hewett, CEO / Michael Blair – Blair Shipwrights / Steve Campbell – Composite Constructions / Andrew Watson – Sandringham Marine / Teresa Lyons- The Boat Clinic / Sean Byrne – SYC Assistant Waterfront Manager.

## First Aid

*Legislation: Codes of Practice for First Aid in the Workplace (2008)*

- First aid in the work place is defined as the provision of emergency treatment and life support for people suffering injury or illness at work.
- First aid kits will contain appropriate contents based upon:
  - size and layout of the workplace
  - the number and distribution of employees including arrangements such as shift work, overtime and flexible hours
  - nature of hazards and the severity of the risk
  - location of the workplace
  - known occurrences of accidents and illnesses

## First Aiders

- should be able to undertake the initial treatment of injuries and illnesses occurring at the workplace;
- should be able to record details of first aid given;
- have an understanding of relevant legislation; and
- have knowledge of the hazards of the working environment; occupational health and safety legislation, first aid requirements and equipment usage.

The first aid officers at Sandringham Yacht Club are:

- Sean Byrne
- Paul Gascoigne
- Paul Corfield
- Michah Shuwalow
- Eimear Lloyd
- Ian Cornish
- Richard Hewett
- Helen Tetlow
- Rick Barrett
- Danny Villalobos
- Kol Gemmell
- Jimmy Mains

## **First Aid Kits**

There are 22 first aid kits located across the following locations:

- General Office and Boating & Marina Office;
- Harbour View Restaurant/Members' Bar Kitchen and Production Kitchen;
- Waterfront;
- Ken King Centre;
- Lou Abrahams Off The Beach Sailing Centre canteen; and
- Club owned Beneteau 7.5 Keelboats, Boonoorong & Endeavour IV.

Additionally there is a Defibrillator located Ground Floor in the Open General Office next to Fire Door, in red hard shell case.

## **Management**

- The Manager on Duty will be called to attend any incident requiring first aid attendance.
- The injured person and the Manager on Duty in the case of minor injuries or the Manager on Duty in the case of serious harm will complete an incident report form.
- The Manager on Duty is appointed to contact Worksafe should the injury be serious or fatal as detailed in the OH&SMS Manual.
- The Health and Safety Officer will carry out an investigation. Details and recommendations are reported accordingly to the OH&S Committee and Management.

## **Emergency (including fire)**

The SYC Emergency Response Plan addresses situations that may arise and identifies the roles and responsibilities of the management of emergency situations.

These procedures are to enable site personnel and emergency service providers to cope with an emergency situation by setting out responsibilities and expected responses to situations. It is every person's responsibility to be pro-active with regard to emergencies by being prepared to follow a prescribed set of instructions.

Hazards should be reported to the OH&S committee representative or their supervisor.

### **Furniture and Fittings**

Office space should be used to the best advantage so you can move about without colliding with desk corners, cabinets, shelves etc. Beware of sharp edges.

### **Storage facilities**

Storage facilities need to be maintained and reviewed periodically to ensure that they are functioning safely and are being used to best advantage. They should be easily accessible to relevant staff and organized so that handling risk is minimized. Place filing cabinets so that there is ample room when a drawer is fully extended. Do not overload drawers, spread the load over many drawers or put more in the lowest drawer to avoid the cabinet falling over when extended.

### **Electrical Safety**

Electrical extension cords on floors can be trip hazards. They are also easily damaged by trolleys and chair castors and can then become an electrical hazard. The use of electric radiators in the confines of office workstations can be hazardous. These appliances should only be used on a temporary basis while the climate control in the office is under review, repair or maintenance.

### **Slips, trips and falls**

Slip and trip hazards are a major source of office accidents and injuries. Slips often occur when a person walks on a slippery floor. This can often be avoided by the prompt clean-up of spilled materials. Trips often result from obstructions and uneven surfaces, and can usually be avoided by ensuring that floor surfaces are clear and even.

Falls are likely if chairs or shelves are used as steps to reach upper storage levels. Falls can also occur on poorly designed or badly lit stairwells or worn stair edges.

### **Office Equipment**

Generally office equipment has most mechanical parts enclosed. However, equipment should still be treated with care and respect. When machines are electrically operated:

- Don't tinker with the electrics if there is a breakdown. Report any malfunction so that a competent repairman can be called. This also applies to broken switches, loose connections, damaged cables, etc.
- Always switch off electrical machines after use.
- If chemicals are used for copies etc read the instructions of the chemical container, take care not to spill material or get it on your skin. In the event of contamination, use plenty of cold water to wash off the chemical and get immediate medical treatment.

## Hazard and Risk Identification and Control

- A HAZARD is any situation that has the potential to cause a person injury or illness
- A RISK is defined in the Regulations as the likelihood of injury and illness arising from exposure to any hazard. However, in practice, risk has the following parts:
  - Probability
  - Consequences

Safework practices should be used at all times to minimize exposure to a hazard and hence minimize the risk.

Any incident or accident, whilst on the premises, is to be reported to management immediately and recorded on an incident form which you can find in all first aid kits, or on the staff notice board in the main office. Please see the manager on duty regarding accident procedures.

## Dangerous Goods

*Legislation: Dangerous Goods (Storage & Handling) Interim Regulations 2011*

- Dangerous goods are substances that may be corrosive, flammable, explosive, spontaneously combustible, toxic, oxidizing, or water-reactive. These goods can be deadly and can seriously damage property and the environment. Therefore, it's important that they are stored and handled safely.
- Dangerous Goods will be listed on the Dangerous Goods Register and will include:
  - the name;
  - the class, subsidiary risk and packing group of each of the dangerous goods; and
  - a summary of the hazards identified in the Material Safety Data sheet (MSDS) for each of the dangerous goods.
- A copy of the MSDS for each item will be on display where the items are housed and a copy kept on file in the Chemical register
- **Segregation** - Segregate any dangerous goods that are incompatible to prevent them mixing. (A distance of 1.5 metres should be sufficient in most circumstances).
- **Separation** - Separate dangerous goods from people or property at or beyond the boundaries of the premises.
- **Avoid sources of heat and ignition** - Keep ignition sources away from flammable or combustible dangerous goods. Naked flames from direct fired heaters and any flames associated with maintenance work should be kept at least 5 metres from the goods. Store dangerous goods away from sources of heat. Where dangerous goods are being stored or handled can generate flammable or explosive atmospheres, use electrical equipment that is intrinsically safe or flameproof.
- **Spill control and clean up** – Prevent any potential flow to other parts of the premises that could create a risk or reach any watercourse or the property boundary. Keep equipment and materials

for clean up at the premises to cope with spills. Immediately clean up any spills and leaks. Safely dispose of waste generated after clean up of a spill or leak.

- **Decommissioning** - ensure that any container or piece of equipment that has been used to store or handle dangerous goods and which is no longer required for that purpose, is cleaned free of dangerous goods or otherwise made safe.
- **Ventilation** – Provide the areas in which dangerous goods are stored and handled with adequate natural or mechanical ventilation sufficient to prevent the generation of a flammable or harmful atmosphere.
- **Lighting** – Provide sufficient lighting to areas where dangerous goods are stored and handled to allow normal work to be undertaken safely.
- **Security** – Secure storage areas for dangerous goods against unauthorised entry.
- **Personal Protective Equipment** – Ensure PPE, appropriate to the goods being handled, is worn when people are handling dangerous goods.
- **Access and egress** – Don't store dangerous goods where they could hinder escape from the building or area in the event of a fire spill or leak.
- **Fire prevention** – Keep areas in which dangerous goods are stored or handles clear of combustible matter and refuse. In the case of storage or work outdoors, the surrounding area should be cleared of combustible vegetation for a distance of at least 3 metres.

## Hazardous Substances

*Legislation: OH&S (Hazardous Substances) Regulations 1999*

- Hazardous substances are substances that have the potential to harm human health.
- A list will be kept and maintained of all chemicals stored and used in the Yard. This will be held in the Yard office for easy reference.
- A copy of the Chemical Safety Data sheet for each item listed will also be kept and maintained and will be held in the Yard Office for emergency information and audit.
- Hazardous chemicals shall be labelled as follows:
  - name of chemical in large letters;
  - graphic symbol for hazard within the standard coloured triangle sticker; and
  - precautions to be taken in handling.
- The following control measures will be observed when controlling risks associated with the use of hazardous substances:
  - substitution ; or
  - isolation; or
  - engineering controls.
- When these control measures have been applied to the extent practicable, you must reduce any remaining risk by:
  - Administrative Controls.



- Once you have reduced the risk so far as practicable by one or a combination of the above measures, you must control any remaining risk by using:
  - Personal Protective equipment (PPE).

### **Pedestrian and Vehicle Access**

Pedestrians, vehicles and boat yard machinery need to have designated areas of access to avoid as far as practicable the likelihood of an incident or accident occurring. We require your cooperation in abiding by these policies to keep access points clear and preserve the rights and safety of others. Vehicles must only park in the marked bays and should not be left in NO STANDING areas.

### **Boatyard Housekeeping**

Boatyard housekeeping is addressed in the Sandringham Yacht Club By-Laws, including Contractor and Boatyard Induction policies.

- All users of the boat yard are required to go through a 'boat yard induction' prior to entering or using the boat yard.
- All contractors utilising SYC facilities are to comply with the SYC contractor policy and are required to go through the contractor induction.

## 10.9 Policy 9 – Club Boats

### Introduction

The Club has a fleet of vessels primarily used to support Club racing activities and training. This policy provides guidelines governing the usage and priority allocation of these vessels.

‘Club Activities’ referred to in this document are those activities, events and training programs which are included in the Club’s endorsed annual calendar of events or training schedule.

No vessel may be used or removed from SYC without prior application or approval by SYC management.

### Prioritised Usage and Allocation Criteria

SYC vessels are available for use in ‘Club Activities’ and other activities endorsed by General Committee. Vessels will be allocated by SYC management in accordance with this policy.

Requests by Members will only be considered if the user or trainee is a current financial Member of SYC, and that use of the vessels is taking place in the surrounding waters of SYC.

**Club Race Management and Rescue Boats** (Endeavour IV, Boonorong and all Club Ribs).

**Primary Criteria** - These vessels will be allocated based on the following primary criteria. For the avoidance of doubt, if stakeholders are competing for usage rights, it will be prioritised in this order:

- 1) Race Management
  - Major Club Events – Championship Regatta’s, Sail Sandy etc
  - Standard Club racing
    - Keelboat / Off the Beach
- 2) Club Member Coaching, Training and Development
  - YDS, JDS, Green Fleet, Match Racing
  - Member & supported classes assistance at racing & training events conducted offsite
- 3) Boating Academy
  - Non-member coaching & training programs
  - Standard on water BA courses
  - Schools teams racing
  - Industry programs & events – Discover Sailing Day etc.
- 4) Club Special Events
  - Recreational Boating & other social events
- 5) Non Club Special Events & Race Management
  - Loaning of equipment to other clubs & events

**Secondary Criteria and Assumptions** – the above needs to be read in the context of the following:

- The annual Club calendar (as ratified by GC) shall be determined with resource considerations made to reflect the prioritised usage and allocation criteria as outlined above, and to avoid or minimise situations of competing demands for the use of the equipment.
- Should this policy fail to provide a clear usage and allocation criteria, the most senior available Flag Officer of the Club shall decide upon the allocation.
- Endeavour IV shall not be used commercially, and has a passenger limit of 14 people.
- As at November 2015, there are historically important ‘priority arrangements’ that need to be respected in any future scheduling including;
  - Saturdays – Keelboat Sailing
  - Sunday Afternoon – OTB Racing
  - Sunday Morning – OTB Green Fleet (not to be significantly impacted by this policy)
  - School Holidays (mid-week) - Academy programs

### **Policy – Qualifications and Induction**

All operators of Club boats must have completed a boat specific induction, which will be conducted by persons authorised by General Committee or the CEO or Boating Manager. Induction of all new volunteers as part of the accreditation will include a checklist of items including but not limited to:

- Sign out / Sign in procedure.
- Incident / damage reporting.
- Prestart and shutdown checks (incl. safety Equipment, fuelling, etc.)
- Use of on-board electronic equipment.
- Housekeeping including carrying capacity, vessel log, use of the head, flags and sundry race equipment.
- General vessel information.
- Use and return of marks, tackle and pin buoys etc.
- Securing PFDs.
- Check fuel and oil levels.
- Use of radios / handheld radios (if required).

All Skippers must have (as a minimum qualification):

- The YA Powerboat Handling Certificate
- Radio Operators Certificate of Proficiency.

All skippers should complete a check ensuring that all mandatory safety equipment is on board and in serviceable condition; and

**RIBs** - In addition to the above, all RIB users will need to be inducted in;

- Use of the Jib cranes for launch and retrieval.
- Pre-launch and post retrieval checks (including safety equipment, fuelling, covers etc.)
- Use and return of marks, tackle and pin buoys etc.
- Securing PFDs.
- Handheld radios (if required).
- Completing a check ensuring that all mandatory safety equipment is on board and in serviceable condition.
- Ensuring all occupants of RIBs wear a PFD1 at all times.

**The Club's training dinghies** must be under the direct supervision of an SYC accredited RIB skipper at all times during training activities at a ratio of 'dinghies: rescue boats' not less than that stipulated by Yachting Australia.

**The Club's training keelboats** are available for use in Club racing as well as training and development programs such as Match Racing Programs. For academy and fleet racing activities (and in the situation where the instructor/coach is on board with trainees), a RIB must be on standby (with an appropriately qualified skipper) to assist with departing/returning to the marina or in the event of equipment failure, injury to crew etc.

All skippers must complete a Training Keelboat induction which will be conducted by persons authorised by the CEO. The induction will include boat set-up, handling characteristics, limits of operation (times, distance from SYC, wind strengths) and other policies and guidelines relating to the use of Club boats. For racing activities (i.e. fleet race series, match racing championships etc.), each skipper may be required to provide a damage deposit as set out in **Fee Schedule 6 –Club Boat Usage Fees**, which will be used to cover any damage occurring as a result of use, up to the amount of the Club's insurance excess.

### Registered Users

The Boating Department will record details of qualifications and certificates in a Club Boats Register.

### Damage and Incident Reporting

Each skipper is responsible for reporting of any defects or damage noted during use on Boat Maintenance Log (kept at the boating office reception counter).

All incidents which result in either damage to an SYC vessel, or injury to the occupants of the vessel or occupants under its care, must be recorded on an SYC 'Incident Report' Form. The incident report is to be lodged with the Manager on Duty as soon as is practical on the day of the incident.

## Housekeeping - Liability and Risks

As with all asset usage there are some important common sense house rules:

- Consumption of alcohol is not permitted during the conduct of activities involving the use of SYC vessels by the Skipper and/or crew who must also comply with current regulations on drugs and alcohol (currently a blood alcohol limit of no more than 0.05).
- All skippers and crew should be aware of, and accept responsibility for, the duty of care they have towards all participants in SYC activities.
- If damage or fault occurs which could endanger the occupants or is likely to result in further damage to or loss of the vessel, appropriate action must be taken to minimise this.
- Consideration must also be made to ensure the safety of any sailors under the care of that vessel is not diminished as a result of the necessary altered usage.
- The responsibility for SYC owned vessels to participate or undertake activities remains entirely with the designated skipper of that vessel.

Where an external agency is loaning SYC Club boats, it is preferred that at all times the boat driver is an accredited SYC Member. Where a vessel is not skippered and is not under the control of an SYC employee or Member of SYC, all liability will be the responsibility of the agency with whom the agreement for use has been made.

## Costs recovery

Where a Member or non-member and external agency uses a Club boat, the usage rate will be as set out in **Fee Schedule 6 – Club boat usage fees**.

## 10.10 Policy 10 – Slipping Terms and Conditions

### Introduction

Slipping vessels within the SYC Boat Yard requires authorisation. Only vessels with a completed *Slipping and Yard Booking Form & Tax Invoice* filled in by the owner, or duly appointed agent of the owner, will be slipped.

### Conditions

- 1) The owner or their agent are solely responsible for the placement of the slings and shall hold the Club harmless from any responsibility for damage to or loss of my boat during:
  - a) slipping or launching of the boat and
    - relocation of the boat

in the Club yard whether such relocation is with the boat owners consent or at their direction or not and this condition shall apply to any injury, bodily or otherwise, sustained by the boat owner or their principals, servants or agents or loss of or damage to other property belonging to or in the physical or legal control of the boat owner, their servants, principals or agents within the Club yard.
- 2) The owner or their agent shall be solely responsible for placing or fixing the boat upon the cradle (including truck transportation) and if any damage occurs to the boat or bodily damage is sustained by the owner or the owner's principals, servants or agents as a result of the boat not being so properly placed or fixed on the cradle then the owner acknowledges the owner shall be responsible for any such loss or damage incurred and shall indemnify the Club from any claims whatsoever.
- 3) The owner shall place no responsibility upon the Club for damage to underwater appendages unless the owner has fully advised the boatlifter operator of its position.
- 4) The owner acknowledges that the only persons entitled to be present in the Club yard to work on the boat must be approved by the Club and if such approval is not given to any person providing goods and services for their boat then the Club is authorized to remove them the Club yard without warning and shall be entitled to treat them as trespassers.
- 5) The owner acknowledges that the boat shall only be washed down or waterblasted in the silt trap area and that no dry sandblasting to the boat shall occur on the hardstand and only endorsed wet sandblasting will be carried out in the designated area.
- 6) The owner acknowledges that the Club is entitled to request that the owner remove their boat from the Club yard at any time upon the giving of twenty four hours notice and whether or not the owner is in default of any payment or any other conditions contained is obliged to remove the boat immediately without any claim against the Club.

- 7) The owner shall be responsible for the removal of scrap waste gear and other material brought into the Club yard for any purpose and for loss, damages and/or costs and expenses arising as a consequence (whether direct or indirect) of any failure to do so.
- 8) The owner shall be responsible for all loss of or damage to any cradle and/or other property of others (including the Club) caused by an indirect or direct consequence of the owner, or persons on the owners behalf, bringing or endeavoring to bring any boat and or their equipment into the Club yard.
- 9) The owner warrants and undertakes that the owner shall not bring any boat exceeding 22 metres in length or exceeding 40 tonnes in weight into the Club yard
- 10) The owner agrees that if the owner is a non-member, the owner shall make payment of all charges prior to relaunch.
- 11) In consideration of being granted permission to slip the boat at the Club the owner agrees:
  - i. to indemnify the Club and its members or in the event of the boat owner being a member of the Club then the Club and all the other members of the Club and any other legal persons associated with the Club from all claims from time to time and each of them and their successors from all claims actions liabilities demands costs expenses and amounts of money whatsoever which may be taken or made against them because of the owners actions or failure to take any action arising directly or indirectly as a consequence of the acceptance of the application for any act occasioned on the premises of the Club yard and slip as a consequence of any action of the owner's.
  - ii. the owner grants to the Club a lien upon and custody of their boat the subject of their application in the event of failure to pay all fees payable in respect of the slipping of the boat until such time as such unpaid fees are paid. If at the expiration of 30 days after formal letter of demand has been served upon the owner for unpaid fees, such fees remain unpaid, then the owner acknowledges the Club shall be entitled to arrest the boat whether in the Club yard or the marina administered by the Club and thereafter to sell their boat and deduct the aforesaid fees there from and account to the owner for any balance. For the purpose of the conditions it shall be sufficient for the Club to address the formal letter of demand to the owner by prepaid ordinary mail to the address set out in the application form. Failure to receive such a letter shall not be a defence to any action taken by the Club in accordance with these conditions.

## **10.11 Policy 11 – Boatyard Induction**

### **Introduction**

Sandringham Yacht Club operates within a highly regulated environment and special conditions apply to contractors, Members, non-members, visitors and staff which may not apply at other sites.

Before being permitted to provide services or carry out any works or any maintenance activities to boats in the yard or marina, all Contractors, Members, non-members, visitors and staff must undergo a boat yard induction, which is based around SYC site rules, to be carried out by the Marina and Yard Manager or his delegate. The induction is a mandatory requirement with the objective to protect contractors, employees, Members and visitors, members of the public, and the assets of SYC from potential hazards.

### **Induction Checklist Items**

#### **Guided Tour of Facility**

You will be given a tour of the boat yard facility. Facilities including concessions building, workshop, off the beach, keel pits, wash down area, travel lift bay, toilets, recycling and rubbish areas and operating machinery including travel lift, forklift and tractors will be pointed out to you. Please pay close attention.

#### **Boat Yard Hours of Operation**

The boat yard operates Monday –Saturday from 8am – 4.30pm. Your contractor access key provides you with 24/7 access via the yard gates. Whilst the yard is in operating hours you need to be aware of the following specific hazards. All house rules need to be followed both within and outside of these operating hours.

#### **Specific Hazards**

The following club equipment operates in the boat yard: a travel lift, forklift and tractor. This machinery has flashing lights and siren. At all times you are to give way and be attentive to their movements. If in doubt, please ask the staff for assistance prior to entering the boat yard.

#### **Fuel Tankers**

The club has frequent fuel deliveries, please give way at all times and observe their movements. Again please ask the staff for assistance if unsure.

#### **Operating Equipment**

The Club has major pieces of operating equipment that require an induction before they may be used, this includes but is not limited to the jib cranes on the adjoining hardstand and the high powered gerni. You are welcome to use these items once inducted and the gerni attracts a usage fee. If you utilise



them without permission you will be held liable and you will be charged. No one apart from staff is permitted to operate the travel lift, forklift and tractor.

### **Safety Barriers**

The Cub has two keel pits within close proximity to the launch ramp, which are surrounded at the northern end by safety barriers. At all times you are to strictly avoid coming into contact with the barriers. They also provide protection from vessels within the repairs and maintenance zone supported by props. If you dislodge a prop by driving into it, it may cause the vessel to fall over. Please ensure you pay very close attention to the safety barriers.

### **Cars**

Cars are not permitted in the boat yard. If you have a need to drop off heavy operating equipment please request special permission to do so. Parking for registered contractors is available in the Club's main car park subject to availability.

### **Pedestrian Access**

From the boat yard gate a marked walkway will run through to the Off The Beach Area. Pedestrians should use the east side of the yellow line at all times. Boat ramp vehicles and travelift will operate on the west of this line, and this area should not be used as a thoroughfare.

### **Reporting Hazards and Unsafe Procedures**

SYC is expansively situated on 8.6 hectares. If you observe any hazards or unsafe procedures please make us aware.

### **Accidents and First Aid**

Please report any accidents. A number of staff are trained in first aid and will assist where they can.

### **Access Gates**

- **Main gates** - the main gates are kept open during the operational times of the Club whilst a manager on duty is on site, and provides access to the visitor's car park, and boat yard. The main gates are activated with a Member's key touch sensor pad for entry and by road sensor on departure.
- **Boat yard gate** - at the entrance to the boat yard alongside the concessions building, this double sliding gate will remain closed on the west side. The east side of the gate will be operational with key access by Members and/or concession tenants 24/7. Exiting traffic must give way to incoming traffic.

### **Waste Oil and Battery Recycle Deposit**

Recycle area is located on the southwest corner of the Off The Beach Sailing Centre. This area must be kept clean and free of spillages:

- Waste oil is to be stored in the deposit tank provided.
- Batteries are to be stored neatly on the pallet provided.

**Common Sense – an individual’s health and safety responsibility**

Every boat yard user shall ensure so far as is practicable that they take reasonable care for his or her own health and safety and for the health and safety of anyone else who may be affected by his or her acts or omissions. You agree at all times not to wilfully or recklessly interfere with, or place at risk the health and safety of any person at SYC.

## 10.12 Policy 12 – Reservations and Cancellations

### Introduction

The club deals with dozens of club events that attract as many as several hundred people to each event. We often find people are ‘ghost booking’ and cancelling at the last minute without implication. This has two implications; firstly it may leave the club financially exposed especially where the cancellations are occurring on the eve of an event, and secondly, it prevents other members from attending as we may be telling everyone we are booked out.

The purpose of this policy is to make our booking process more certain for all parties involved. A direct result of this policy will mean if members and non-members make reservations, then the club will treat them as secure bookings and will cater accordingly; if a cancellation occurs there will be an appropriate financial penalty to ensure the clubs costs are covered.

We will incorporate an ‘extenuating circumstances clause’ which, at the CEO discretion, will take into account member explanations for last minute cancellations.

### Reservations

Reservations for SYC hosted events are usually open the month prior to the event. Events differ in nature but this is typically the timeframe. There are events where bookings are taken up to 6 months in advance e.g. Christmas. All club events will have a ‘ticket release date’ as we currently do, to ensure all members have equal opportunity to book on a first come, first served basis.

On reserving a table or ticket, the person(s) booking will need to provide either their current member number (if a senior member) or a valid credit card number and full payment will be taken on reservation (or the members account will be charged in full)

The person making the reservation is the person responsible for the full payment being made, with the proviso of certain club events where a booking form is provided, and individual attendees on table bookings are stipulated.

### Cancellation

- Should a booking be cancelled within two weeks of the event, we will charge 20% of the publicised ticket price.
- Should a booking be cancelled within one week of the event, we will charge 50% of the publicised ticket price.
- Should a booking be cancelled within two days the event, we will charge 100% of the publicised ticket price.

## **Extenuating Circumstances**

At the CEO discretion, we will take into account member explanations for last minute cancellations.

## **Notes**

- This policy does not apply to everyday HVR bookings.
- All booking forms will refer to this policy and in addition to a full explanation upon request, it will be available to Members on our website.

## 10.13 Policy 13 – Hosting Regattas and External Events

### Introduction

This policy will assist Management & General Committee evaluate all external events proposed or intended to be staged at SYC and the process for authorization. This incorporates predominantly regattas and events outside of our regular core activities.

### Policy

If it is proposed that SYC consider hosting or staging an event e.g. regattas, then an evaluation of the impact on club life needs to be undertaken and presented to General Committee for approval.

Only General Committee can endorse the staging of regattas and other events not normally staged by the club on a day to day basis.

The evaluation to include:

- Impact on normal club operations
- Impact on normal club member activities
- Resources required – on water, land & human resources
- Staff Requirements
- Infrastructure requirements & availability
- Time of Year
- Insurance & Implications
- All Financial Implications associated with the delivery of the event
- Ability of the club to deliver

### Authorization

Proposals to stage events to be submitted to General Committee through management, added to the agenda as a Matter for Decision and GCM to authorize / endorse.

### Relevant Internal Forms

- 1) Regatta Checklist
- 2) Regatta Costing Template

## 10.14 Policy 14 – Contractors

### Introduction

Members or boat owners utilise businesses to work on their boats or boat equipment whilst in the yard or the marina. As these businesses conduct their work or services on the grounds of Sandringham Yacht Club (SYC), we refer to them as contractors.

SYC operates within a highly regulated environment and special conditions apply to contractors which may not apply at other sites. All businesses (contractors, including sub-contractors and their employees and agents) engaged to carry out works for Members or non-members on the grounds of SYC must be registered as an approved contractor with the Waterfront Department before they will be permitted to commence work.

Contractor status is the registration mechanism by which employees of these organisations/businesses can carry out their job at SYC. In becoming a registered contractor, the person onsite needs to meet various conformance requirements outlined within this policy;

1. Contractors Status
2. Induction and Insurances
3. Contractors Marketing to Members
4. Facility Access & Clubkeys
5. Parking

### Contractors Status

SYC has three types of registration available. Any stakeholder (Member, non-member, business of any description) providing goods or services, or generating an income from marine related business activities in the SYC yard or marina, is required to have contractor status.

#### 1) **Annual Contractor**

Contractors requiring regular access to the boatyard or marina may register for 'Annual Contractor Status'. The contractor may utilise the marina and yard to carry on relevant business activities and will incur the appropriate fees as outlined in FEE SCHEDULE 5 – CONTRACTOR FEES.

#### 2) **Casual Contractor**

Contractors requiring infrequent or occasional access to the yard or marina may register for 'Casual Contractor Status' on the specific days of usage. The contractor may utilise the yard and marina to carry on relevant business activities and will incur the appropriate fees as outlined in FEE SCHEDULE 5 – CONTRACTOR FEES.

#### 3) **Tenant**

Contractors who rent a tenancy from the Club have a lease arrangement inclusive of contractor status. All direct employees of the tenant are granted contractor status endorsed conditionally pertaining to this policy.

Members or boat owners wishing to use contractors to work on their boats shall use only contractors who are registered with SYC and at the time of application, shall specify which contractor/s will be employed to work on the boat, and shall undertake not to use contractors who are not registered with the Club.

## **Induction & Insurances**

Before being permitted to provide services or carry out any works or any maintenance activities to boats in the yard or marina, all contractors must:

- i. undergo a Boat Yard Induction, which is based around SYC site rules for contractors, to be carried out by the Marina and Yard Manager or his delegate. This document provides a set of rules for contractors engaged by boat owners to carry out both maintenance and contracted works at SYC. The induction is a mandatory requirement with the objective to protect contractors, employees, members and visitors, members of the public, and the assets of SYC from potential hazards; and
- ii. demonstrate to the Chief Executive Officer or his delegate that they have adequate and suitable insurance cover for the type of work they undertake to indemnify themselves and the Club at all times from all claims whatsoever in respect of:
  - a) any damage to any real or personal property; and
    - any injury to or death of any person occurring in the yard or marina or any other part of the Club premises whether directly or indirectly as a result of the services provided by such contractor or by any sub-contractor, employee or agent of the contractor, for an amount of not less than \$5,000,000 or such other amount set by the General Committee from time to time. Contractors shall not work on boats in the yard or marina if the insurance cover in this By-Law is not current.

## **Contractors Marketing to Members**

Annual contractors and tenants receive a range of free opportunities to promote their services to Members as part of their fee, these include;

- 1) Complimentary listing in the annual Club handbook; issued to all Members;
- 2) Complimentary listing on the Club website; and
- 3) Complimentary opportunity to list their business in the SYC Member Benefit Scheme.

In addition, SYC offers advertising opportunities for a fee to all contractors. As per the SYC By-Laws, contractors are not to solicit business from Members in any unauthorised way.

## **Facility Access & Clubkey**

Pursuant to contractor status, casual contractors are issued with an electronic Clubkey for SYC access for each day of their visit (with the provision of a security deposit).

Annual contractors and tenants purchase their electronic Clubkey once their application has been endorsed through the membership office, pursuant to this policy.

The electronic Clubkey provides access to the boat yard and marina gate. In addition contractors may utilise the onsite toilets and showers, which are located at the north-west corner of the concessions building.

Contractors will also have an ongoing necessity to interact with the administration of the Club at either the front reception or the boating and marina office. For the avoidance of doubt, contractor status does not include access to the 'Member only' licensed areas of the Clubhouse. These areas are restricted to Members and their guests only.

Several contractors are also stand-alone members, and as a current financial member they enjoy all the privileges of their respective membership category.

## **Parking**

There is no parking allowed inside the boat yard. Vehicles are permitted, in consultation with the marina and yard staff, to drop off or pick up necessary items to carry out their tasks. Otherwise contractors are to park in the SYC car park or should that be full, park outside of SYC.



## 10.15 Policy 15 – Tack Trackers

### Introduction

Through the financial generosity of an SYC Member with a passion for recreational boating, SYC have purchased 25 Tack Trackers - a simple GPS logger that is used to track boating and yacht races. The GPS logger records regular time stamped location data to its internal memory and this data is directly uploaded via a USB cable into a computer after the race or training session to review the boats performance. You can see at a glance the comparative speeds of the boats, heights and distances travelled across each part of the course.

### Application

Tack Trackers may be utilised by the various boating groups for general use for races and events:

- Rec Boating
- Off the Beach
- Keelboat
- Academy

Each boating group will have a representative who will be responsible for signing Tack Trackers out and in, distributing to and collecting from competitors, and for the downloading and displaying of collected data.

On event days Tack Trackers must be kept dry in waterproof pouch but then can be stowed in a jacket pocket of person on boat or OTB dinghy PFD.

An initial training session in mid-2014 was held by Geoff Smith (Track Tracker) which gave an overview view on their usage. For full usage details go to <http://tacktracker.com.au/>

### Units

- 25 TT logger units & cords
- 25 plastic waterproof pouches
- 3 recharger units & cords

All units will be kept in the SYC safe and the staff will provide administration. Note: Tack Tracker units will require charging and recharging for each event.

SYC has purchased a Tack Tracker Club Regatta license (incorporating Race Editor and Race Reports) This license is valid for use on one PC or MAC computer and is a permanent license.

SYC has also purchased a Navigation Rally license for use on a different PC. (This is an annual license).

Note: The Tack Tracker Player is available as a free download for your PC or Mac. Race player capabilities are free, including the ability to play online races and load track files.

### **Priority Usage**

As these units were funded by a generous SYC Member with a passion for recreational boating events, it is appropriate that calendared recreational boating events receive priority usage.

## 10.16 Policy 16 – Stand Up Paddle Boarding

### Overview

Stand Up Paddle Boarding (SUP) is a fast growing water sport suitable for participants of varying ages and physical capability.

Sandringham Yacht Club has 12 SUP boards suitable for beginner to intermediate use.

The following is a list of the approved activities of the boards:

- As a contingency option for SYC courses for days not suited to sailing. This usage will be under strict direct supervision at all times;
  - Tackers
  - Junior Dinghy
  - School groups
  - Junior Development Squad
- The boards shall be available for use by SYC members at no cost.
- The boards shall be available for use by day pass holders when in the company of a senior SYC member.
- The boating office shall administer the use of the boards via a booking system. Boards shall be allocated according to availability on a “First in, Best Dressed” basis.

Other activities may be considered by request, and should be made to, and approved by, the Boating Office Manager.

### Storage

All twelve boards and paddles will be stored on a purpose built racking system located in the OTB area.

The boards and paddles will be locked when not in use and the key will be available for collection from the boating office.

### SYC Member use

Prior to session:

- Individuals agree to the ‘conditions of use’ and complete the SUP declaration.
- A staff member will assist in issuing the board, paddle, and lifejacket.
- The area of operation is as per the attached ‘Area of Operation’ diagram and will be explained depending on conditions. SYC boating staff may reduce the area in unfavourable conditions.

After the session:

- Boards and paddles should be washed down and returned to the storage rack.
- User(s) should notify the boating office when they have returned.
- A boating staff member will check for damage and lock away all items. User(s) may be liable for any damage caused to the equipment due to mis-use.

The boating office may suspend use if they deem that the conditions are unsafe.

### **Ratios**

In a course situation the maximum ratio is 12 boards per instructor (on SUP or RIB).

### **Damage**

Maintenance issues should be logged as per the standard club boats maintenance log.

### **Operating Times**

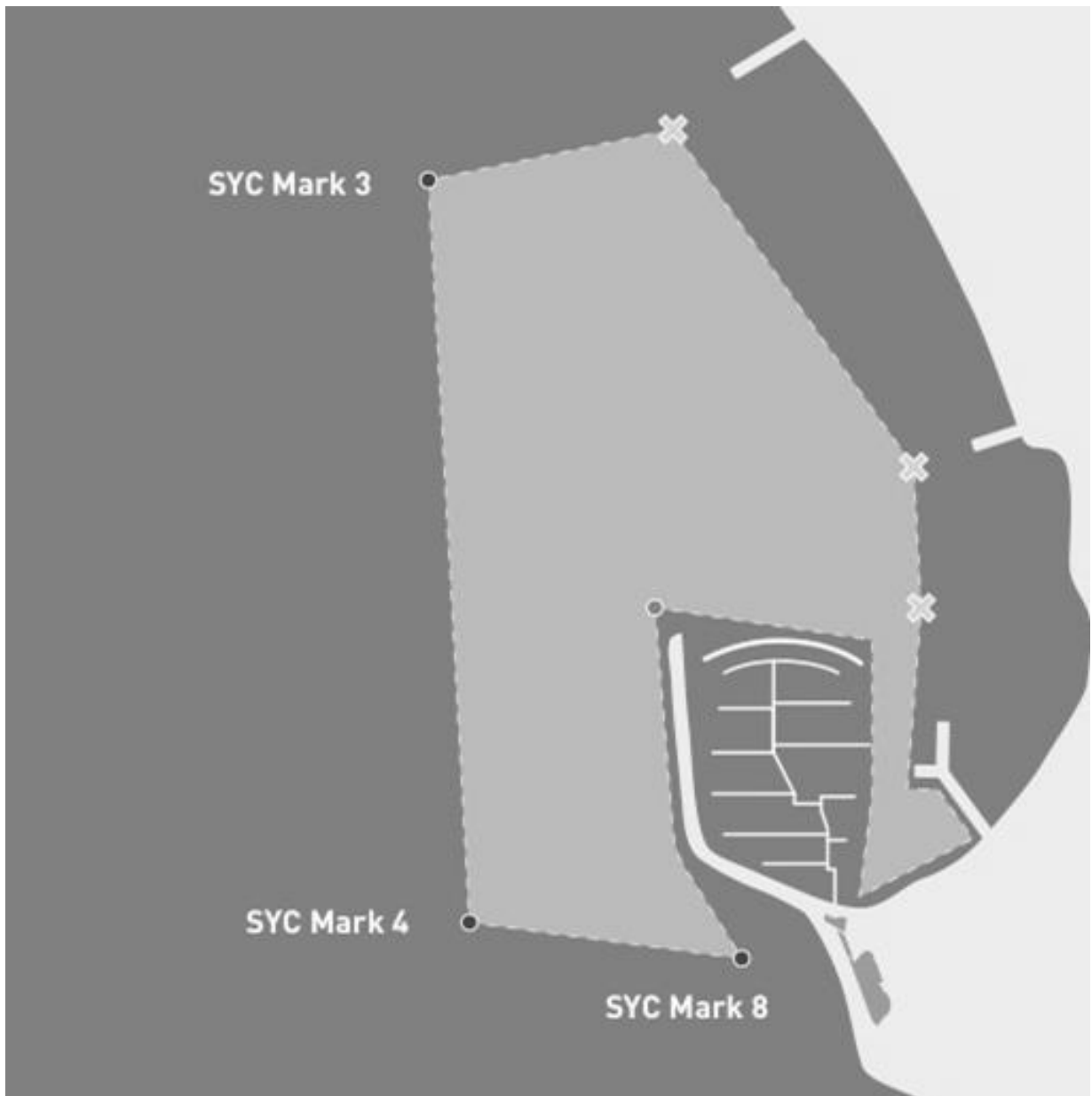
9am – 5pm (or subject to prior arrangement with the boating office).

### **Conditions of Use**

As a condition of use participants must agree to the following:

- Accept that they shall be solely responsible for their decision to participate or cease participation at anytime.
- Declare that they are in good health and do not suffer from any condition that would make it unsafe for them to participate.
- That they are responsible for all damages to the equipment.
- That they will stay within the designated area as shown.
- That they will wear a PFD and appropriate clothing.
- Acknowledge that they have read and understand this Policy and Instruction Sheet.

Area of Operation



## Starting Out

- Start out in calm water and be prepared to fall in. Wear appropriate clothing including booties, wetsuit, and PFD (life jacket).
- Start out on your knees if necessary and take a few strokes on each side of the board.
- Slowly stand up with one foot at a time and stay in the middle of the board with feet parallel to the centre of the board and about a shoulder length apart.
- Keep knees slightly bent and your core centred over the board.

## Holding the Paddle

- Grip the paddle with one hand on the top of the paddle and the other on the centre of the shaft. Hold the paddle in front of you with elbows bent at 90 degrees.
- The blade will be angled and when paddling, remember to keep the blade angle facing away from you.

## Basic Paddle Strokes

- Keep your bottom arm straight and relatively still.
- Pull your top arm toward your body to extend the paddle forward.
- Rotate your top shoulder forward and extend your reach.
- Insert the paddle into the water as far forward as possible and bury the paddle in the water.
- To stay in a straight line take a few strokes on one side then switch to a few strokes on the other, changing the position of your hands when your paddle changes sides. To change direction, vary the amount of strokes on one side.

## Common Mistakes

- Always hold the paddle from the top of the handle, not like a broomstick; one hand on the top of the paddle and the other on the centre (short grips will give you a powerless stroke).
- Keep your feet parallel and spread a shoulder width apart, toes facing forward. It's NOT like a surfing stance.
- Dip the blade fully in the water and take a long stroke, your large back muscles should do the work. Many people use their arms for the full force of the stroke, whereas the big back muscles should do the brunt of the work.



# STAND UP PADDLEBOARDING DECLARATION

## Participant Details

Please print clearly

Name           Surname

Address

Suburb                 State    Postcode

Next of Kin             Mobile

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**For persons under the age of 18 years the following parent/guardian consent must be completed.**

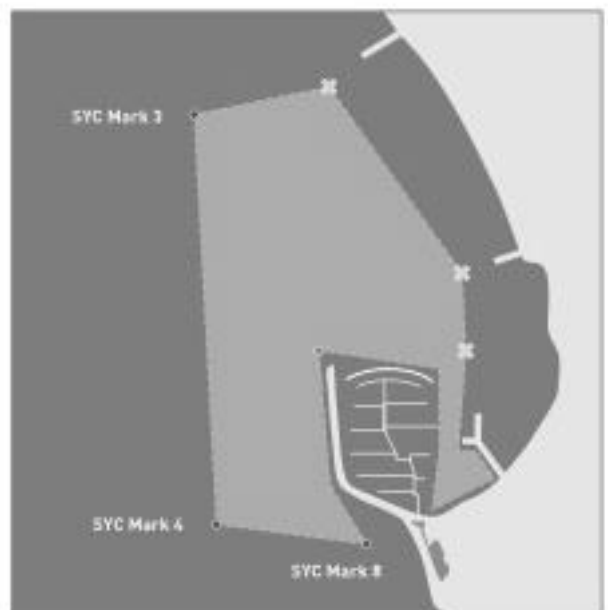
Name           Surname

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Conditions Of Use

As a condition of use I agree to the following;

- › I accept that I shall be solely responsible for my decision to participate or cease participation at anytime.
- › I hereby declare that I am in good health and do not suffer from any condition which would make it unsafe for me to participate.
- › I am responsible for all damages to the equipment.
- › I will stay within the designated area as shown.
- › I will wear a PFD & Appropriate Clothing
- › I have read & understand the SUP Policy & Instruction Sheet.



## 10.17 Policy 17 – Working with Children Check

### Introduction

The Victorian Government has established the WWCC for the purpose of ensuring that persons working with children as volunteers or paid employees have a thorough and ongoing background check. The Victorian Government does not release information about an individual's criminal history to an organisation without written consent.

Information received by Victoria Police is strictly confidential and is maintained as part of the employee's individual employment file. The WWCC is an ongoing check, and any changes to an individual's criminal record status is reported back to organisation(s) that the individual's WWCC card is linked.

### Policy

It is the policy of Sandringham Yacht Club that all persons providing coaching or other services to the SYC Boating Academy or Off the Beach (OTB) organised activities, must obtain a Victorian Working With Children check prior to commencing as either an employee or volunteer with the Club. This requirement therefore includes all instructors, coaches, rescue boat/race management crew, canteen volunteers etc.

This policy is necessary because SYC coaching and sailing activities involve personal contact with children.

The introduction of the WWCC is a phased approach and SYC is required to comply. The Police Records Check will no longer be accepted.

### Exemptions

SYC have endorsed the Yachting Victoria policy in relation to exemptions from the legislation and recognises that SYC shall not require the following individuals to apply for the WWCC (subject to appropriate evidence being provided):

- persons aged under 18;
- sworn members of Victoria Police;
- teachers registered with the Victorian Institute of Teaching; or
- individuals performing 'special' or 'one off' coaching/mentoring, provided they are under the direct supervision of a person who holds a current WWCC.

Under the legislation, parents do not have to apply for a WWCC if their child is involved in the relevant activity. However, SYC and Yachting Victoria do not endorse this exemption and expressly require all parents that meet the criteria set out above to apply for, and obtain, a WWCC. Yachting Victoria is one of a number of sports that have taken this view in order to maximise the protection of children involved in yachting.



## Procedure for Conducting a Working with Children Check

To begin the process of obtaining a WWC check on an individual, the individual must complete an application form for WWC check. Application forms are available from and submitted back to Australia Post Offices.

For volunteers there is no charge for a WWCC. For employees, the WWCC will cost \$70.00, and must be paid at the time of application. It is an offence for persons involved in working with children for wages or salary to apply for a volunteer card.

The completed application must include:

- Original proof of Identity documents.
- Payment (cash, EFTPOS or credit card) if applying for an employee card.
- Any other attachments requested in the application (i.e. additional addresses).

## Results of Checks

Positive checks are confirmed by a Notice of Assessment and WWC check card being forwarded to the applicant. Negative applicants will receive an Interim Negative Notice, as will employer/organisations listed on the application form. Details of any offences will not be disclosed to these bodies.

Any changes occurring subsequent to the WWC check card being issued must be advised to the Department of Justice and the organisation/employer within seven days.

The WWC card is valid for five (5) years from the date of issue.

The SYC Boating and Marina Office will maintain a register of all staff and volunteers qualifications including a valid Working with Children check.

## Working with Children

The WWC checks are administered by the Victorian Department of Justice. Any inquiries should be directed to 1300 652 879 or [workingwithchildren@justice.vic.gov.au](mailto:workingwithchildren@justice.vic.gov.au)

## 10.18 Policy 18 – Privacy Policy

### Introduction

Sandringham Yacht Club Inc. recognises the importance of protecting the privacy and the rights of individuals in relation to their personal information. This document is our privacy policy and it tells you how we collect and manage your personal information.

We respect your rights to privacy under the Privacy Act 1988 (Cth) (Act) and we comply with all of the Act's requirements in respect of the collection, management and disclosure of your personal information.

### What is your personal information?

When used in this privacy policy, the term "personal information" has the meaning given to it in the Act. In general terms, it is any information that can be used to personally identify you. This may include your name, address, telephone number, email address and profession or occupation. If the information we collect personally identifies you, or you are reasonably identifiable from it, the information will be considered personal information.

### What personal information do we collect and hold?

We may collect the following types of personal information:

- name;
- mailing or street address;
- email address;
- telephone number;
- facsimile number;
- age or birth date;
- profession, occupation or job title;
- details of the services you have purchased from us or which you have enquired about, together with any additional information necessary to deliver those services and to respond to your enquiries;
- any additional information relating to you that you provide to us directly through our websites or indirectly through use of our websites or online presence, through our representatives or otherwise; and
- information you provide to us through our Guest Relations desk, member or customer surveys from time to time.

We may also collect some information that is not personal information because it does not identify you or anyone else. For example, we may collect anonymous answers to surveys or aggregated information about how users use our website.

## How do we collect your personal information?

We collect your personal information directly from you unless it is unreasonable or impracticable to do so. When collecting personal information from you, we may collect in ways including:

- through your access and use of our website;
- during conversations between you and our representatives;
- or when you complete an application or purchase order.

We may also collect personal information from third parties including:

- from third party companies such as credit reporting agencies, law enforcement agencies and other government entities.

## What happens if we can't collect your personal information?

If you do not provide us with the personal information described above, some or all of the following may happen:

- we may not be able to provide the requested products or services to you, either to the same standard or at all;
- we may not be able to provide you with information about products and services that you may want; or
- we may be unable to tailor the content of our websites to your preferences and your experience of our websites may not be as enjoyable or useful.

## For what purposes do we collect, hold, use and disclose your personal information?

We collect personal information about you so that we can perform our Club activities and functions and to provide best possible quality of service.

We collect, hold, use and disclose your personal information for the following purposes:

- to provide products and services to you and to send communications requested by you;
- to answer enquiries and provide information or advice about existing and new products or services;
- to provide you with access to protected areas of our website;
- to assess the performance of the website and to improve the operation of the website;
- to conduct business processing functions service providers;
- for the administrative, marketing (including direct marketing), planning, product or service development, quality control and research purposes of Sandringham Yacht Club, its contractors or service providers;

- to provide your updated personal information to our related bodies corporate, contractors or service providers;
- to update our records and keep your contact details up to date; to process and respond to any complaint made by you; and
- to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in co-operation with any governmental authority of any country (or political sub-division of a country).

Your personal information will not be shared, sold, rented or disclosed other than as described in this Privacy Policy.

### **To whom may we disclose your information?**

We may disclose your personal information to:

- **our** employees, service providers for the purposes of operation of our website or our business, fulfilling requests by you, and to otherwise provide products and services to you including, without limitation, web hosting providers, IT systems administrators, mailing houses, couriers, payment processors, data entry service providers, electronic network administrators, debt collectors, and professional advisors such as accountants, solicitors, business advisors and consultants; and
- any organisation for any authorised purpose with your express consent.

### **Direct marketing materials**

We may send you direct marketing communications and information about our products and services that we consider may be of interest to you. These communications may be sent in various forms, including mail, SMS, fax and email, in accordance with applicable marketing laws, such as the Spam Act 2003 (Cth). If you indicate a preference for a method of communication, we will endeavour to use that method whenever practical to do so. In addition, at any time you may opt-out of receiving marketing communications from us by contacting us (see the details below) or by using opt-out facilities provided in the marketing communications and we will then ensure that your name is removed from our mailing list.

We do not provide your personal information to other organisations for the purposes of direct marketing.

### **How can you access and correct your personal information?**

You may request access to any personal information we hold about you at any time by contacting us (see the details below). Where we hold information that you are entitled to access, we will try to provide you with suitable means of accessing it (for example, by mailing or emailing it to you). We will not charge for making the request and will not charge for making any corrections to your personal information.

There may be instances where we cannot grant you access to the personal information we hold. For example, we may need to refuse access if granting access would interfere with the privacy of others or if it would result in a breach of confidentiality. If that happens, we will give you written reasons for any refusal.

If you believe that personal information we hold about you is incorrect, incomplete or inaccurate, then you may request us to amend it. We will consider if the information requires amendment. If we do not agree that there are grounds for amendment then we will add a note to the personal information stating that you disagree with it.

### **What is the process for complaining about a breach of privacy?**

If you believe that your privacy has been breached, please contact us using the contact information below and provide details of the incident so that we can investigate it.

Our procedure for investigating and dealing with privacy breaches is:

- investigation conducted by Privacy Officer or other responsible person
- findings reviewed by CEO
- outcome and any proposed action communicated to complainant

### **Do we disclose your personal information to anyone outside Australia?**

We may disclose personal information to our service providers located overseas for some of the purposes listed below.

We take reasonable steps to ensure that the overseas recipients of your personal information do not breach the privacy obligations relating to your personal information.

We may disclose your personal information to entities located outside of Australia, including the following:

- to overseas yacht clubs if an introduction is requested by you; and
- our data hosting and other IT service providers, located in USA.

### **Contacting us**

If you have any questions about this privacy policy, any concerns or a complaint regarding the treatment of your privacy or a possible breach of your privacy, please use the contact link on our website or contact our Privacy Officer using the details set out below.

We will treat your requests or complaints confidentially. Our representative will contact you within a reasonable time after receipt of your complaint to discuss your concerns and outline options regarding how they may be resolved. We will aim to ensure that your complaint is resolved in timely and appropriate manner.

Please contact our Privacy Officer at:

Privacy Officer: Sandringham Yacht Club

Post: PO Box 66, Sandringham, VIC, 3191 Tel: 03 9599 0999

Email: admin@syc.com.au

### **Changes to our privacy policy**

We may change this privacy policy from time to time. Any updated versions of this privacy policy will be posted on our website.

This privacy policy was last updated on Jan 2016.

## **10.19 Policy 19 – Overboard Policy**

### **Introduction & Background**

The Overboard Fund has been an informal fund for over 25 years and represents monies raised by donations and a Friday night raffle held in the Members' Bar. The original intent of the Fund was to assist Members who were experiencing difficulties and other special purposes.

The Fund has never or very rarely been used for the purpose of assisting Members, but has in recent times contributed to small special projects around the Club.

This policy brings the Overboard Fund into line with current Club activities and ensures appropriate allocation of funds.

### **Specific Purposes of the Overboard Fund**

There are two specific purposes for this fund:

- 1) To continue to support selected Members who are experiencing difficulties; and
- 2) To provide funds for special projects for the benefit of the Members.

### **Overboard Fund Sub Committee**

The Sub Committee shall comprise the Flag Officers of the day.

### **Application for Funding**

Requests are to be submitted in writing to the CEO for referral to the sub-committee. The sub-committee can endorse or reject recommendations for funding, and any endorsed applications will then be forwarded to General Committee for formal ratification. All requests are to be genuine and supported by appropriate explanation or documentation.

Supported applications will be recorded in the General Committee minutes as matters for decision.

Obviously we may only draw on funds contained within the available balance of the fund.

### **Management of the Fund**

The Fund shall be managed by the Club's accounts department. Normal purchasing procedures are to be followed, and any purchase orders for goods must be channelled through the office. No individual Member is to spend funds on behalf of SYC.

## 10.20 Policy 20 – Child Safe Policy

### Purpose

This policy was written to demonstrate the strong commitment of the management, staff and volunteers of Sandringham Yacht Club (the Club) to child safety and to provide an outline of the policies and practices the Club has developed to keep everyone safe from any harm, including abuse.

### Commitment to Child Safety

All children who are a part of the Club have a right to feel and be safe. The welfare of the children in our care will always be our first priority and the Club has a zero tolerance to child abuse. The Club aims to create a child safe and child friendly environment where children feel safe and have fun and the Club's activities are always carried out in the best interests of the children.

### Application of this Policy

This policy was developed by the Club and in collaboration with staff, volunteers, including members of the boating department, General Committee and OTB community.

This policy applies to all individuals involved in our organisation (paid and volunteer) including, but not limited to:

- Administrators
- Instructors
- Volunteers
- Participants
- Parents

All of the people to which this policy applies have a role and responsibility in relation to child protection. They must all:

- understand the indicators and risks of child abuse;
- appropriately act on any concerns raised by children; and
- understand and follow all applicable laws in relation to the protection of children and reporting or management of child safety concerns.

### Child Abuse

Child abuse can take a broad range of forms including physical abuse, sexual abuse, emotional or psychological abuse and neglect. People to whom this policy applies need to be aware that child abuse can occur whenever there is actual or potential harm to a child, and these are circumstances that the Club is committed to reducing the risk of occurrence.



## **Children's Rights to Safety and Participation**

The Club encourages children to express their views about their safety. We listen to their suggestions, especially on matters that directly affect them. We actively encourage all children who use our services to 'have a say' about things that are important to them.

We teach children about what they can do if they feel unsafe. We listen to and act on any concerns children, or their parents, raise with us.

To achieve this we:

- seek input from a number of children and parents
- introduce the Club as a Child Safe organisation during induction processes e.g. boating academy training courses, OTB racing, new staff and new members. This includes a reference to this policy, code of conduct and contact details in the event of any concerns.
- refer to this policy in promotional material and communications regarding children's activities e.g. training course emails

## **Valuing Diversity**

We value diversity and do not tolerate any discriminatory practices.

## **Recruiting Staff and Volunteers**

The Club takes the following steps to ensure best practice standards in the recruitment and screening of staff and volunteers:

- Interview and conduct referee checks on all permanent staff and on all casual staff who work directly with children
- Require Working with Children Checks for relevant positions
- Referring to the Club's commitment to Child Safety in all advertisements/promotional material and as part of the induction process for new staff or volunteers.

## **Supporting Staff and Volunteers**

The Club seeks to attract and retain the best staff and volunteers. We provide support and supervision so people feel valued, respected and fairly treated. We have developed a Code of Conduct to provide guidance to our staff and volunteers. The code of conduct is attached to this policy and will form part of the staff handbook and Club's by laws.

## **Reporting a child safety concern or complaint**

The Club has appointed the CEO, and the Finance and Administration Manager, as Child Safety Persons with the specific responsibility for responding to any complaints made by staff, volunteers, parents or children. These persons can be contacted by respectively emailing [ceo@syc.com.au](mailto:ceo@syc.com.au) or [admin@syc.com.au](mailto:admin@syc.com.au) or calling 03 9599 0999.

## **Risk Management**

We recognise the importance of a risk management approach to minimising the potential for child abuse or harm to occur and use this to inform our policy, procedures and activity planning. In addition to general occupational health and safety risks, we proactively manage risks of abuse to our children.

## **Reviewing this policy**

This policy will, at its onset, be subject to an ongoing review over a period of 3-4 months, thereafter it will be reviewed annually and we undertake to seek views, comments and suggestions from children, parents, carers, staff and volunteers involved in the Club.

## **Attachments**

- 1) Child Safe Code of Conduct
- 2) Child Safety Code FAQs

# SANDRINGHAM YACHT CLUB (the Club)

## Child Safe Code of Conduct

This Code of Conduct outlines appropriate standards of behaviour by adults towards children.

The Code of Conduct aims to protect children and reduce any opportunities for abuse or harm to occur. It also helps staff and volunteers by providing them with guidance on how to best support children and how to avoid or better manage difficult situations. This Code of Conduct applies to all people involved in the Club's activities, including coaches, officials, volunteers and parents. (Some FAQs are listed overleaf.)

All Club staff and volunteers are responsible for promoting the safety and wellbeing of children and young people by:

- Adhering to our Child Safe Policy, this Code of Conduct and other Club policies
- Taking all reasonable steps to protect children from abuse
- Treating everyone with respect, including listening to and valuing their ideas and opinions
- Welcoming all children and their families and carers and being inclusive
- Respecting cultural, religious and political differences and acting in a culturally sensitive way, particularly when interacting with children who are Aboriginal or otherwise culturally or linguistically diverse and those with a disability
- Modelling appropriate adult behaviour
- Listening to children and responding to them appropriately
- Reporting and acting on any breaches of this Code of Conduct, complaints or concerns appropriately and treat them seriously and with respect.
- Avoiding unnecessary physical contact with children
- Working with children in an open and transparent way – other adults should always know about the work you are doing with children
- Respecting the privacy of children and their families, and only disclosing information to people who have a need to know.

Club staff and volunteers **MUST NOT**:

- Seek to use children in any way to meet the needs of adults
- Ignore or disregard any concerns, suspicions or disclosures of child abuse
- Use prejudice, oppressive behaviour or language with children
- Engage in rough physical games
- Discriminate on the basis of age, gender, race, culture, vulnerability or sexuality

- Initiate unnecessary physical contact with children or do things of a personal nature that children can do for themselves, such as toileting or changing clothes
- Develop 'special' relationships with specific children or show favouritism through the provision of gifts or inappropriate attention
- Exchange personal contact details such as phone number, social networking site or email addresses with children
- Have unauthorised contact with children and young people online or by phone.

By observing these standards you acknowledge your responsibility to immediately report any breach of this code to Richard Hewett, CEO of the Club, [ceo@syc.com.au](mailto:ceo@syc.com.au) or 03 9599 0999.

This Code of Conduct will be reviewed by the Club annually.

I have read this Code of Conduct and agree to abide by it at all times.

Name: \_\_\_\_\_

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

Role: \_\_\_\_\_

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

## **Child Safety Code of Conduct FAQs**

AM I ALLOWED TO ASSIST A CHILD TO PUT ON THEIR PFD?

Yes, it is mandatory that all PFDs are correctly fitted to each individual as a matter of safety.

DO I NEED TO SUPERVISE ALL CHILDREN IN THE CHANGE ROOMS?

Not if they are capable of showering and dressing themselves or their parents have arrived to take over responsibility of their child.

## 10.21 Policy 21 – On Water Support Policy

### Background

The incident at Royal Brighton Yacht Club in April, 2016 when a Sandringham Yacht Club (SYC) Rigid Inflatable Boat (RIB) assisted in an emergency recovery operation, prompted a review of the Club's on water support during race days. Whilst "on water race starts" for both Keelboat and Off The Beach have RIBS available for mark laying and general race management duties, it was concluded that "tower start" only race days on Wednesdays and Thursdays have no support vessels on the water. Furthermore, it was also determined that neither Endeavour IV nor Boonoorong were suitable for the recovery of a person in the water due to their design, their size and freeboard.

Given the "Wednesday Wonders Series" generally attracts older sailors and the Thursday Summer Twilight races appeal to social sailors, it was also recognized that there was more potential for emergencies to occur during these events.

As a result, it was resolved to have a RIB in the water ready to assist in an emergency as required on all race days. In order to ensure the RIB is used appropriately, the following guidelines will apply to its use, crewing requirements and operating procedures. This RIB is not to be used for other than supporting our sailors in an emergency on these days.

### Availability

Ideally, a suitable RIB, big enough to lay a person in the cockpit, is to be in the water at all times when there is racing at the club. The RIB is to be used in an on water support capacity to provide on water assistance as and when required. In particular, when tower starts are used and there has been no on water support in the past, a RIB is to be in the water and moored near the Ken King Centre. It shall be fuelled, with PFD's on board and ready to be dispatched in response to an on water emergency. The keys shall be available from the Boating Office.

### Responsibilities

The support RIB is to be directly under the control of the Boating Department. It is to be used by authorized crew only unless approved by a member of the Boating Department, a Flag Officer or the CEO. Should an on water emergency occur when there is no scheduled on water support, the prescribed SYC Safety Procedures should be implemented. Whilst the Boating Department monitors the VHF radio, the Race Officer of the day should contact the Boating Department immediately they become aware of an incident to confirm the details and in particular the location of that incident. The Boating Department is the best qualified to crew the RIB and to coordinate with the designated Duty Manager if any land based support is required.

Only authorised personnel holding a valid powerboat handling certificate and SYC boat induction credentials can skipper the RIB. A minimum of 2 crew is required for any on water support activity; however a 3-man crew is desirable if available. Crews should be familiar with the SYC Safety Procedures and operate under the direction of the senior Boating Department person present.

The Boating Department can call on crew from within the Club, but consideration should be given to their suitability. The safety of the RIB crew is of paramount importance and is the first priority of the skipper. Under no circumstance should Members who have consumed alcohol be used as crew.

The RIB skipper should also complete a prescribed incident report as currently required.

### **Authorised Crew**

As of December 2016, the following Boating Office personal are qualified to both skipper and crew the Support RIB :-

On Wednesdays and Thursdays, both James Sly (skipper) and Maddie Commins (crew) are suitably qualified and are currently available.

In addition, Russell Tyson (skipper) and Michah Shuwalow (skipper) are available on Wednesdays and are also qualified. Clearly, it is important to update the contact list to accommodate staff movements. A current list of authorised personal and their availability should be displayed prominently in the Boating Office and in the Tower together with contact numbers.

### **Other Authorities**

Depending on the seriousness of the situation, other authorities may become involved. Should there be a life-threatening situation or a boat in peril, the Water Police should be immediately contacted. If the Police are in attendance, they will assume control of the situation. The Police and the Coast Guard, unlike SYC, are recognised primarily as rescue organisations. Safety and the wellbeing of its Members is the most important priority of SYC and it will do everything within its capacity to ensure those objectives are met, however it must be emphasised again that SYC is not an accredited rescue organisation.

### **Summary**

Where possible, SYC will provide an on water support RIB for all scheduled race days especially for events being started from the tower.

The RIB should be in the water ready to assist in emergencies as required. This document provides guidelines on the responsibilities associated with authorizing the use of the RIB, crewing requirements and limitations.

In providing this on water service to Members, SYC is not to be seen as a rescue facility. That role remains with the Victoria Police and the Volunteer Coast Guard who specialise in that field.

## 10.22 Policy 22 – Inclement Weather (Club Racing)

### Introduction

Across the normal course of the year, SYC runs hundreds of races and on-water events. SYC also has a highly skilled and passionate team of volunteers filling the vast majority of race management positions including that of the ‘Race Officer of the Day’. This policy is designed to assist the Race Officer determine whether or not a race should proceed OR be abandoned due to inclement weather.

### Background

Weather on Port Phillip Bay is diverse. Wind strengths can range from calm to gales. Temperatures can range from extreme hot to extreme cold. Wind chill factors can also be uncomfortable. Sea surface conditions can also vary from flat calm to extremely rough. These conditions are subject to change at very short notice.

Club sailors and officials are also diverse. They may be young or elderly. They may be experienced or novices. They may be fit or unfit. They may have health issues. The Club has no control over these personal attributes.

However, the following guidelines have been prepared to assist both sailors and Race Management in their deliberation on whether to race or not.

Whilst the guidelines are primarily aimed at keelboat sailors, the fundamental considerations apply to all sailors.

### Responsibilities

Whilst the decision to start a yacht race is the responsibility of the Race Officer, competitors should be aware of RRS RULE 4, “The responsibility for a boat’s decision to participate in a race or to continue racing is hers alone”. (The term “Boat” is defined as “A sailboat and the crew on board”.) This is a fundamental Racing Rule of Sailing. However, whilst very specific, the rule does not remove the obligation of Race Management to exercise a “Duty of Care” to competitors.

### Sailing in Strong Winds and Rough Seas

The Race Management team should consult the Bureau of Meteorology for advice on their latest predictions. They should also consider any class rules (e.g. some classes have upper wind limitations such as the Sydney 38 and J24 classes of 25 knots). In addition, consideration should be given to the capability of competitors, their yachts and the safety of the officials in the deliberation on whether to race or abandon the race.

Also of consideration is the time of year as in summer, racing in stronger winds may be considered safer than in winter. Wind direction would also be a consideration as sea conditions in a northerly wind would be less severe than in southerly winds of the same strength. In winter the chill factor is higher.

In summer, whilst bay temperatures may be less than on shore, extreme temperatures is another major consideration for competitors and Race Management alike where heat stress may become an issue.

Given these circumstances and the variety of competing yachts, it is difficult to specify precise limits to abandon or conduct racing.



## Heat Considerations

Health and Ageing authorities consider there is a risk of thermal injury if the ambient temperature reaches 36 degrees or above. In keeping with RRS Rule 4 “the responsibility for a boat’s decision to participate in a race or to continue racing is hers alone” again applies to extreme hot weather. Whilst the Club encourages sailors to wear hats, drink lots of water and apply sunscreen, the final decision whether to race in hot weather or not rests with the individual Member. Older Members, in particular, are encouraged to stay out of the sun as they are more vulnerable to the effect of the heat.

## Cancellation of Races

Racing will not normally be abandoned until the day of the event. If the conditions are marginal, it is normal practice to wait until near the scheduled start time of the race before abandoning racing. In light winds, competitors may be required to be on the water before a race is postponed or abandoned.

Competitors may be held ashore if the strong winds are considered too dangerous at the time but are expected to moderate as per the Club Sailing Instructions (Signals Made Ashore Code Flag D) pending a final decision to race. However, if a gale warning has been current three hours prior to the scheduled start of a race, that race will be abandoned. The Club may advise sailors of an early abandonment by email or on the Club web site. Notwithstanding this advice, race rules shall always apply by displaying the appropriate flag signals. (Code Flags N over A)

## Guidelines for Competitors

Whilst the decision to conduct a race rests with the Race Officer the responsibility to participate rests with the boat i.e. skipper and crew. In cold wet and windy condition appropriate clothing is advisable. The use of PFDs is encouraged (RRS RULE 1.2) and can be made mandatory by displaying code flag Y (RRS RULE 40).

The mandatory annual man overboard drills should be taken seriously as should the use of the prescribed safety equipment.

In hot conditions, there are individual obligations to wear sun protection, apply sunscreen and avoid dehydration by drinking plenty of water. Any sailors who experience symptoms such as increased heart rates, dizziness or nausea are encouraged to withdraw from racing and seek medical advice if the symptoms continue. It is recommended that a crew member be trained in First Aid and be prepared to apply basic First Aid within their competency level. Skippers should also be familiar with the Club’s safety policies. In the event of an emergency, the Club has on shore expertise to assist.

## In Summary

In summary, the responsibility to race is clear and common sense should always apply. Sailing should not be about taking risks and the safety of sailors should be the priority. It is the responsibility of the person in charge of the vessel to race in any given condition.

However, should a Gale Warning be current, racing should be abandoned. Similarly, in periods of sustained extreme heat, the Race Officer may use his discretion to abandon the race.

## Contacts

Contact the SYC Boating Department or Sail Captain for further information

**Ph:** 9599 0922

**Fax:** 9598 8109

**Email:** [boating@syc.com.au](mailto:boating@syc.com.au)

## 10.23 Policy 23 – Car Park Usage

### Introduction

There is significant demand placed on the car park. To assist those unfamiliar with normal standards of behaviour and compliance expected in car parks, we have set out below some normal car parking usage rules.

### Car Parking Usage Rules

Anyone parking within the Clubs premises are to abide by the following rules for all vehicles.

- Vehicles shall only be parked in those areas marked with lines for vehicle parking.
- Vehicles shall not be parked illegally in an unauthorised, reserved, brokers or disabled car park.
- Members shall not knowingly let others tailgate them through any club gates or by handing or lending keys or stickers or using them to grant them unauthorised access.
- Each Members is only entitled to one car park at any one time
- No trailers or boats are to be parked within the car park
- No Vehicles to be parked in the boat yard or on the hardstand
- No abusive behaviour or misinformation towards car park attendant or management

Non-compliance, and especially being disrespectful when non-compliance is pointed out, may include the removal of Member car parking privileges immediately for between 1 – 4 weeks. For serial offenders, penalties beyond 4 weeks would be a matter for General Committee to preside over.