



Sandringham Yacht Club By-Laws

April 2024

Table of Contents

| | |
|---|-----------|
| SECTION 1: Introduction | 4 |
| 1.1. Powers | 4 |
| 1.2. Interpretation | 4 |
| SECTION 2: Membership | 6 |
| 2.1. Code of Conduct for Members, Visitors and others who gain benefit from the Club (Stakeholders) | 6 |
| 2.2. Membership Categories and Benefits | 7 |
| 2.3. Membership Nomination Fees | 7 |
| 2.4. Membership Annual Subscriptions | 7 |
| 2.5. Life Membership | 7 |
| 2.6. Honorary Membership | 7 |
| 2.7. Day Members | 8 |
| 2.8. Training Members | 8 |
| 2.9. Business Activities | 9 |
| 2.10. Soliciting Business via Members' Private Information | 9 |
| 2.11. Property | 9 |
| 2.12. Accounts | 9 |
| SECTION 3: Clubhouse, Grounds and General Requirements | 11 |
| 3.1. Clubhouse Usage | 11 |
| 3.2. Liquor Licence Compliance | 13 |
| 3.3. Notices and Noticeboards | 13 |
| 3.4. Car Park | 13 |
| SECTION 4: Boats and Marina | 14 |
| 4.1. Register of Boats | 14 |
| 4.2. Marina | 15 |
| 4.3. Fuelling Jetty | 16 |
| 4.4. Jetties for Launch Ramp and Hardstand | 17 |
| 4.5. Club Boats | 17 |
| 4.6. Tack Trackers | 17 |
| SECTION 5: Off the Beach, Hardstand and Sail Lockers | 18 |
| 5.1. Off The Beach | 18 |
| 5.2. Hard Stand | 18 |
| 5.3. Trailers and Launch Ramp | 19 |
| 5.4. Sail Lockers | 19 |
| 5.5. Launch Ramp Access via the Yard Gate | 20 |
| SECTION 6: Boat Yard and Contractors | 21 |
| 6.1. Boat Yard | 21 |
| 6.2. Contractors | 22 |
| SECTION 7: Safety | 24 |
| 7.1. Occupational Health and Safety | 24 |
| 7.2. Child Safety and Working with Children Check | 24 |
| 7.3. Marine VHF Radio | 24 |
| 7.4. Inclement Weather | 24 |

| | | |
|--------------------|--|-----------|
| 7.5. | Life Jackets | 24 |
| 7.6. | On Water Support | 24 |
| SECTION 8: | General | 25 |
| 8.1. | Insurance and Indemnity | 25 |
| 8.2. | Animals | 25 |
| 8.3. | Club Burgee and Flag Officer Flags | 25 |
| 8.4. | Hosting Regattas | 27 |
| SECTION 9: | Fee Schedule | 28 |
| | Fee Schedule 1 – Membership Types Fees | 28 |
| | Fee Schedule 2 – Marina Rental, Maintenance and Transfer Fees | 29 |
| | Fee Schedule 3 – Hardstand, OTB and Sail Locker Rental Fees | 30 |
| | Fee Schedule 4 – Slipping and Yard Fees | 31 |
| | Fee Schedule 5 – Contractor Fees | 32 |
| | Fee Schedule 6 – Club Boat Usage Fees..... | 33 |
| SECTION 10: | Club Policy Schedule..... | 34 |
| | Policy 1 – Life Membership..... | 34 |
| | Policy 2 – Honorary Membership | 37 |
| | Policy 3 – Day Membership (incorporating Sail Pass)..... | 39 |
| | Policy 4 – Marina Berth and Hardstand Rental Policy | 40 |
| | Policy 5 – Deleted..... | 43 |
| | Policy 6 – OTB Storage..... | 44 |
| | Policy 7 – Deleted..... | 46 |
| | Policy 8 – Workplace/Occupational Health & Safety Policy (WHS) | 47 |
| | Policy 9 – Club Boats..... | 48 |
| | Policy 10 – Slipping Terms and Conditions | 52 |
| | Policy 11 – Boatyard Induction..... | 54 |
| | Policy 13 – Hosting Regattas and External Events | 56 |
| | Policy 14 – Contractors | 57 |
| | Policy 15 – Tack Trackers | 60 |
| | Policy 16 – Working with Children Check | 61 |
| | Policy 17 – Privacy Policy | 62 |
| | Policy 18 – Overboard Policy..... | 66 |
| | Policy 19 – Child Safe Policy | 67 |
| | Policy 20 – On Water Support Policy | 71 |
| | Policy 21 – Inclement Weather | 73 |
| | Policy 26 – Marine VHF Radio..... | 78 |
| | Policy 27 – Life Jackets..... | 79 |
| | Policy 28 – Naming of Club Boats..... | 80 |
| | Policy 29 - Substance Misuse..... | 81 |
| | Policy 30 – OTB Unsupervised Sailing Policy..... | 82 |

Policy 31 – Environmental Sustainability Policy 84
Policy 32 – Complaints Procedures 85

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.

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.
- 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 the membership year commencing on 1 September annually;

“**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.

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 must 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.
- 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.
- 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.

2.1.1 Complaints Procedure

SYC is committed to upholding its code of conduct and creating a safe, fair and inclusive environment for everyone associated with our Club. Every person is to be treated with respect and dignity and protected from discrimination, harassment and abuse and other forms of inappropriate behaviour.

All complaints will be dealt with promptly, seriously, and sensitively. The procedures for handling and resolving complaints are outlined in Policy 32. A complaint may be handled informally or formally. Individuals may also seek to have their complaint handled by an external agency under anti-discrimination, child protection, criminal or other relevant legislation.

SYC will generally aim to respect a complainant's wishes regarding confidentiality, however reserves the right to disclose information in any disciplinary procedures, and where required by law.

SYC will aim to ensure that its complaints procedures have integrity and are free of unfair repercussions or victimisation against any person making a complaint.

A mediation process under Policy 32 is available to resolve a dispute confidentially, quickly and fairly by agreement with the assistance of an independent mediator. A grievance procedure is also available under Rule 35 of the Constitution.

In accordance with Rule 13 of the Constitution, a disciplinary sub-committee may be convened to hear an alleged breach of its Constitution, By-Laws or Policies.

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 **Sail 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 Youth, Crew, Absentee, Country Victoria, Training, and Day Members, may, upon successful application, utilise a "Member Account" as a credit facility for services and products purchased from the Club (excluding private functions). The standard credit limits for Full 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 un-financial, and accordingly the Member's credit facility and key access 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 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 and there may be a requirement for any future credit to be settled monthly by direct debit.

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.

SECTION 3: Clubhouse, Grounds and General Requirements

3.1. Clubhouse Usage

3.1.1. Member Discounts

SYC Members are entitled to a 5% discount off food and beverage in the Port Phillip Room (after 12 months membership).

3.1.2. Room Usage

SYC operates a number of different rooms. The Port Phillip Room, the Olympic Room, the Members' Lounge, 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 & Bistro and the Ken King Centre cannot be booked for exclusive use.

3.1.3. Members' Visitors

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

- i. Ensuring that each Visitor's details are entered in the 'visitor's book' or any other record keeping facility which may be electronic provided for the purpose of signing Visitors in.
- ii. Endorsing each Visitor's entry with the Member's name.

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 their 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 and Guest Limitation

No person other than the spouse of a Full Member shall be introduced as a Guest 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 Full Member (no limit).
- ii. The immediate family of a Full 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, Visitor or Guest may appear in the clubhouse or its environs improperly dressed. Members, Visitors 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 & Bistro. 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 & Bistro on calendar race days. On other occasions persons wearing rubber thongs, at Management's discretion, will be granted access to the Members Bar & Bistro for a short period while they are obtaining service at the 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 & Bistro and Members' Lounge is not permitted. For the purpose of this Rule, use involves verbal conversations only.

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.

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

Packaged liquor sold or supplied for consumption away from the Club premises shall only be sold or supplied to Members.

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 Club car park access subject to availability of spaces. This privilege may be suspended or terminated if membership or other fees/charges are overdue in accordance with sections 2.12.2 and 2.12.3 above. Vehicles shall only be parked in those areas marked with lines for vehicle parking.

Members shall not park in an unauthorised, reserved or disabled car park. Any vehicles parked in an unauthorised area or in an area that obstructs 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 owner of the removed vehicle.

Cars must not be left in the car park for extended periods of time (i.e. greater than 7 days) without express consent of management. Any vehicles parked in breach of this provision may have their car removed by any forceful means necessary and any costs or damage incurred in doing so will be borne by the owner of the vehicle contravening this provision.

Management may revoke member car parking privileges for non-compliance.

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. Full 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 months' 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 any new marina occupants, including those returning after a period of absence, (with effect from 1 December 2023) marina fees are required to be paid by monthly direct debit. 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. If marina fees are not paid by the due date and management have cause to follow this up with the member, in order to continue occupation of the marina, there will be a requirement for future charges to be paid by monthly direct debit.

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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. 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).

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 Full 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.

SECTION 6: Boat Yard and Contractors

6.1. Boat Yard

Boat owners (or authorised representatives) wishing to use the travelift and/or yard facilities shall accurately complete and sign both the slipping and sling placement forms. These forms detail 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 their authorised representative must sign these forms prior to slipping to demonstrate 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
- 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.
 - 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.

SECTION 7: 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 8 – Workplace/Occupational Health & Safety.

7.2. Child Safety and Working with Children Check

SYC is committed to child safety. Please refer to the Club's **Child Safe Policy** (refer Policy 19).

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 16).

7.3. Marine VHF Radio

Please refer to the Policy Schedule – Policy 26 – Marine VHF Radio.

7.4. Inclement Weather

Please refer to the Policy Schedule – Policy 21 – Inclement Weather Risk Assessment.

7.5. Life Jackets

Please refer to the Policy Schedule – Policy 27 – Life Jackets.

7.6. On Water Support

Please refer to the Policy Schedule – Policy 20 – On Water Support Policy.

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.
- 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: 1st Ensign, 2nd Club burgee, 3rd 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).

SECTION 9: Fee Schedule

Fee Schedule 1 – Membership Types Fees

| Membership categories, benefits and fees | | | | | | | | | | | | |
|---|-------------------|----------------|--------------------|------|----|---|----|---|---|----|----|----|
| Membership Type Price Schedule 1/9/2023 -31/8/2024 | Nomination Fee | Annual Subs | Add F+B Voucher | K | C | D | P | B | H | L | V | O |
| Absentee** | n/a | \$315 | nil | R | | | | | | | | |
| Associate 18+ | nil | \$460 | \$112 | ✓ | ✓ | ✓ | ✓ | | | ✓ | ✓ | |
| Associate 61-65* | nil | \$395 | \$95 | ✓ | ✓ | ✓ | ✓ | | | ✓ | ✓ | |
| Associate 66-70* | nil | \$359 | \$89 | ✓ | ✓ | ✓ | ✓ | | | ✓ | ✓ | |
| Associate 71+* | nil | \$304 | \$67 | ✓ | ✓ | ✓ | ✓ | | | ✓ | ✓ | |
| Country Member | \$440 | \$642 | nil | ✓ | | ✓ | | R | R | R | | |
| Crew | \$300 | \$642 | \$150 | ✓ | | ✓ | | | | | | OR |
| Day Member - 1 to 30 Sail Passes | nil | \$15 | nil | | | | | | | | | |
| Family | \$934 | \$1,665 | \$392 | x2 | x2 | ✓ | x2 | ✓ | ✓ | x2 | x2 | ✓ |
| Intermediate 18 - 29 yrs | nil | \$364 | \$30 | ✓ | ✓ | ✓ | ✓ | | | ✓ | ✓ | ✓ |
| Youth to 24 yrs**** | nil | \$110 | nil | ✓ | | | | | | | | OR |
| Youth (related) | nil | nil | nil | OR/R | | | | | | | | OR |
| Youth under 8 yrs | nil | \$60 | nil | OR/R | | | | | | | | OR |
| Life | n/a | nil | nil | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Paid Up | n/a | nil | nil | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Full 18+ | \$934 | \$1,205 | \$280 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Full 61-65* | n/a | \$819 | \$182 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Full 66-70* | n/a | \$450 | \$98 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Full 71+* | n/a | \$319 | \$70 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Golden 60-69*** | n/a | \$180 | 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 Full membership

** only available to existing members - Absentee members may apply for key access on an ad hoc basis which may be granted up to a limit of 4 weeks in any one membership year

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

**** key restricted for Youth Members under 18 years of age

Denotes: K = Key Issue, C = Credit Facility (subject to approval), 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 a nomination fee equal to the nomination fee for the higher category of membership less any amount or amounts previously paid as nomination fee fees except for a Youth Member transferring to Intermediate Member or an Intermediate Member transferring to a Full or Crew 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 nomination fees. From September 2021 onwards, the one exception is crew members of 5+ current and consecutive years may upgrade to Full Membership with no additional entrance fee.

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 *\$150 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 October. * If you were a crew member and you are making application to re-join as a full member, then you would pay the transfer fee above and not be subjected to the reinstatement fee).

Fee Schedule 2 – Marina Rental, Maintenance and Transfer Fees

| Marina 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 | \$430 | \$87 | \$517 | \$6,204 |
| 8.5 | \$465 | \$88 | \$553 | \$6,636 |
| 10 | \$545 | \$94 | \$639 | \$7,668 |
| 11 | \$595 | \$99 | \$694 | \$8,328 |
| 12 | \$655 | \$103 | \$758 | \$9,096 |
| 14 | \$760 | \$111 | \$871 | \$10,452 |
| 15 | \$815 | \$115 | \$930 | \$11,160 |
| 17 | \$925 | \$123 | \$1,048 | \$12,576 |
| 18 | \$980 | \$127 | \$1,107 | \$13,284 |
| 20 | \$1,090 | \$135 | \$1,225 | \$14,700 |

| Marina Rental - visitor rates | Per day |
|-------------------------------|---------|
| Authorised | \$50 |
| Unauthorised | \$300 |

Transfer Fees

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

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

Hardstand fees as at 1 July 2023

| Hard Stand by feet (metres) | Quarterly Hard Stand Rent Inc GST (\$) | Annual Hard Stand Rent Inc GST (\$) |
|-----------------------------|--|-------------------------------------|
| 22 (6.71) | \$639 | \$2,556 |
| 23 (7.01) | \$668 | \$2,672 |
| 24 (7.32) | \$697 | \$2,788 |
| 25 (7.62) | \$726 | \$2,904 |
| 26 (7.92) | \$755 | \$3,020 |
| 30 (9.14) | \$871 | \$3,484 |
| 33 (10.06) | \$958 | \$3,832 |
| 35 (10.67) | \$1,016 | \$4,064 |

OTB dinghy storage fees

| Membership category | Annual rent inc GST as at 1 September 2023 |
|---------------------|--|
| Youth | \$130 |
| Intermediate | \$190 |
| Full/Associate | \$310 |
| Crew | \$425 |

Sail locker rental fees

| Sail Locker rental fees | Inc of GST as at 1 July 2023 |
|-------------------------|------------------------------|
| Price per m2 per month | \$52.50 |

Fee Schedule 4 – Slipping and Yard Fees

Slipping and yard fees as at 1 July 2023

| SYC Slipping Rates Incl. GST | Unit | Non-Member Rate | Member Rate |
|--|------------|-----------------|-------------|
| 47030 Slip Fee Round Trip | x Foot | \$19.00 | \$11.00 |
| 47031 Slip & Immediate Return (not incl. wash) 1hr | x Foot | \$15.00 | \$9.60 |
| 42000 Travelift Hire* (lift or load plus one way slip) | x Foot | \$12.00 | \$7.70 |
| 47200 Additional Time on Travelift/Sling Change | x 1/2 Hour | \$132.00 | \$96.00 |
| 47201 Travelift Hold Overnight Surcharge | x Night | \$401.00 | \$295.00 |
| 46620 Washdown Gerni | x Hour | \$105.00 | \$82.00 |
| 47202 Tow To/From Berth | x One Way | \$95.00 | \$70.00 |

* N.B. Minimum charge is \$200.00

| Travelift / Crane / Forklift Hire | Unit | Non-Member Rate | Member Rate |
|---|------------|-----------------|-------------|
| 47203 Travelift Hire - Yard Work Only (Minimum Rate 1 Hour) | x Hour | \$401.00 | \$295.00 |
| 47204 Crane Hire (Minimum Rate 1 Hour) | x Hour | \$401.00 | \$295.00 |
| 47205 Forklift Hire (Minimum Rate 1/2 Hour) | x 1/2 Hour | \$190.00 | \$105.00 |
| 47206 External Crane Site Fee (minimum of 4 hours) | x 4 Hours | \$180.00 | \$116.00 |

| SYC Yard Rates | Unit | Non-Member Rate | Member Rate |
|--|--------|-----------------|-------------|
| 47230 Daily Storage 1-14 Days (per day) | x Foot | \$1.60 | \$0.79 |
| 47231 Daily Storage 15-30 Days (per day) | x Foot | \$2.65 | \$1.35 |
| 47232 Daily Storage 31+ Days (per day) | x Foot | \$5.30 | \$2.45 |
| 47233 Standing Time in Non-Std Cradle | x Day | \$153.00 | \$71.00 |
| 47234 Keel Pit Surcharge per day * | x Day | \$58.00 | \$31.00 |
| 47235 Mast Storage per day | x Day | \$34.00 | \$19.00 |
| 47236 Equipment Storage (any general items) per day * per m ² | x sq m | \$3.00 | \$1.40 |
| 47237 Labour Charge (After Hours) per Staff Member+ | x Hour | \$116.00 | \$57.50 |
| 46621 Wet Blasting Clean Up | x Boat | \$248.00 | \$174.00 |
| 46622 Rubbish Removal (by SYC Staff)** | x Boat | \$158.00 | \$116.00 |
| 46622 Rubbish Removal - New Boats** | x Boat | \$158.00 | \$116.00 |

*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

Fee Schedule 5 – Contractor Fees

Contractor fees as at 1 April 2023

| Contractor fees | Frequency | Rate inc GST |
|-------------------------|------------------|---------------------|
| Contractor fee | Annual | \$1,315 |
| Casual daily yard fee | Daily | \$50 |
| Essential Services Levy | Annual | \$404 |

Fee Schedule 6 – Club Boat Usage Fees

Club boat usage fees as at 1 July 2023

| For approved private activities | Morning or Afternoon session | Full Day | Evening Session (after 5pm) |
|--|------------------------------|----------|-----------------------------|
| RIBs* (excludes 7m RIB) | \$45 | \$80 | \$35 |
| Training Keelboats (Beneteau 7.5) own RIB<> | \$55 | \$100 | \$35 |
| Training Keelboats (Beneteau 7.5) SYC RIB<>* | \$90 | \$155 | \$50 |
| <> plus Beneteau Damage Deposit | \$2,000 | \$2,000 | \$2,000 |

* inclusive of all fuel used

| For approved External Agencies & Activities | Morning or Afternoon session | Full Day | Evening Session (after 5pm) |
|---|------------------------------|----------|-----------------------------|
| RIBs (excludes 7m RIB) | \$80 | \$120 | \$60 |
| Hard Hull (Boonoorong) | \$120 | \$190 | \$95 |
| Training Dinghies OziOpt (with own RIB) | \$35 | \$50 | \$25 |
| Training Dinghies OziOpt (+ SYC RIB) | \$90 | \$130 | \$70 |
| Training Keelboats (Beneteau 7.5) with own RIB <> | \$120 | \$190 | \$60 |
| Training Keelboats (Beneteau 7.5) with SYC RIB<> | \$180 | \$275 | \$110 |

<> 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

SECTION 10: Club Policy Schedule

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 Full, 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 a minimum 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

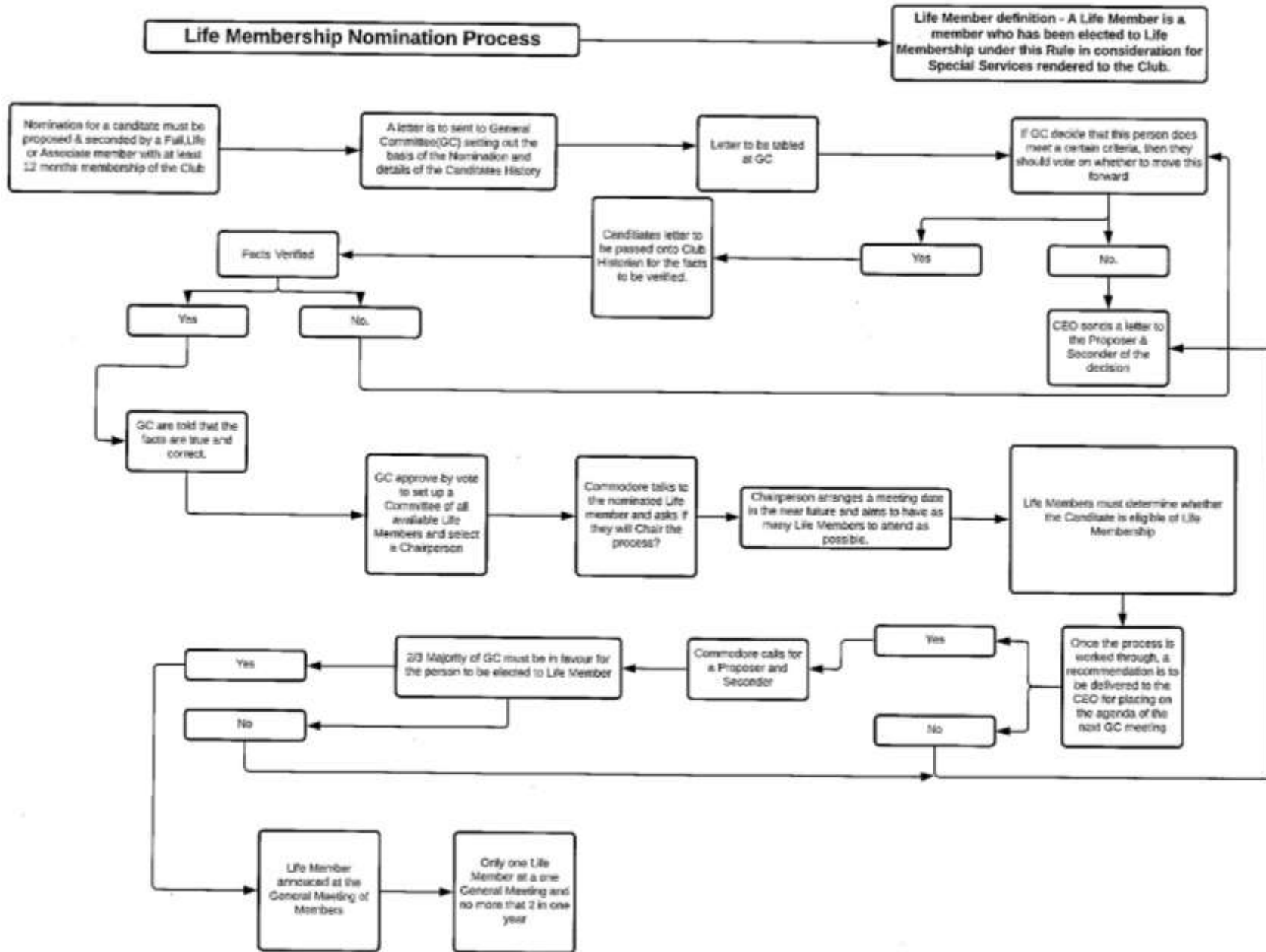
be elected to Life Membership

- 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.



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 at the end of each Club 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.
 - 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.
 - 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.
- viii. 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 authorised 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 (August). In line with the Constitution, Honorary Members are voted on by General Committee at the August General Committee meetings in advance of the annual expiry date of 31 August.

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

Policy 3 – Day Membership (incorporating Sail Pass)

Introduction

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

1. Australian Sailing Racing Rules of Sailing 2021 – 2024.
2. SYC Liquor Licences.
3. SYC Constitution and By-Laws.

Australian Sailing Racing Rules of Sailing 2021-2024

The Australian Sailing Racing Rules of Sailing 2021-2024 include a rule pertinent to day membership:

Rule 46: Person in Charge (extract summary)

... From 1st January 2022, all persons on board a boat while racing shall be members of a Club affiliated to Australian Sailing and have an Australian Sailing number, or hold a valid Sail Pass, or if an international competitor, be a member of club affiliated to a World Sailing recognised Member National Authority.

SYC Liquor Licences

The Members' Bar & Bistro, Members' Lounge, northern podium, 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 signed into these areas.

Sail Pass

Keelboat - Wednesday, Thursday, Saturday and Sunday Sailing

Off the Beach – Friday & Sunday Sailing

Non-Members can acquire up to 30 sail passes within a 2 year period (clock starts from sail pass no.1). When 30 visits have been utilised, the Sail Pass member is to transition to an annual membership. If and when switching to annual membership, Sail Pass fees paid (up to \$300) will be offset against the nomination fee of the relevant annual membership category they apply for.

SYC charges \$15 per sail pass with the exception of twilight (no charge).

This scheme applies to any non-members (kindred, reciprocal etc) and is charged per individual, not per boat.

Note:

Whether the individual is required to pay or not, it is mandatory that all persons crewing fill in a Sail Pass form (or acquire a Sail Pass via the Club app).

Australian Sailing Insurance is currently provided under the SYC Sail Pass scheme as long as the Sail Pass member has registered their attendance on the day (in advance of sailing) and it is acknowledged on their Sail Pass membership card (or via the Club app) and subsequently entered into the SYC membership system.

Full Members of 10+ years may bring their partner and immediate family racing free of charge 5 times per year (without being subject to the 30 < 2 year cap)

Sail Pass is designed to be an introductory membership

Sail Pass Membership is designed to be an introductory membership so annual members cannot retrospectively transition to Sail Pass membership.

Ex-SYC Members

Where ex-SYC members are visiting the Club intermittently then an exception is allowed (e.g. they live overseas and are back in town for the weekend). If an ex-annual member wishes to be given access to the "Sail Pass" program as a one off to re-familiarise themselves with SYC, they can do so **upon application**. Re-entry into the scheme can be done once only, it can't be done during the same membership year they exited the club and it's not available to those serving suspensions. If approved, it may be used up to a maximum of 10 times inside a 2 year period.

Clubhouse Visitor Pass

Non-member visitors

Non-members who are **guests of members** may visit the clubhouse a maximum of 6 times per year. On each visit they are to be signed in at the entrance to the club licensed areas and must be accompanied by the member whilst on the licensed premises.

Visitation of **immediate family** or those in an acknowledged relationship with a Full Member is defined in Section 3.1 of these By Laws. On each visit they are to be signed in at the entrance to the club licensed areas and must be accompanied by the member whilst on the licensed premises.

Visitation by **other non-members** is facilitated at main reception via a visitor pass and is at the discretion of the CEO.

Reciprocal club members

The list of clubs who have reciprocal arrangements with SYC are listed on the Club website. Visitation by reciprocal club members is facilitated at main reception via a reciprocal visitor pass. Reciprocal club members must either produce a current membership card (with valid "to date" showing) or a current letter of introduction from the relevant reciprocal club to obtain a reciprocal visitor pass.

Other yacht club members

Visitation by members of other yacht clubs is facilitated at main reception via a visitor pass. Members of other yacht clubs must either produce a current membership card (with valid "to date" showing) or a current letter of introduction from the relevant club to obtain a visitor pass. A limit of 12 visits per calendar year applies.

Policy 4 – Marina Berth and Hardstand Rental Policy

Introduction

Marina berth and hardstand boat spaces at SYC are to be allocated in accordance with this policy, having regard for a range of issues including;

1. Participation in the Club's on-water events
2. Ratio of boats
3. Waitlists
4. Unacceptable vessels
5. Marina licences and sale of boats
6. The allocation process

Participation in Club on-water events

SYC values active members. It will allocate marina or hardstand boat spaces to ensure that all boats at the Club participate at an acceptable level in Club activities. The Club will scrutinise applications to be satisfied that the applicants are genuine. Only boats that meet the Club's expectation for participation in its on-water events will be considered for a marina or hardstand boat space.

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 Sailors** – 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, Full financial member of the Club and participate in Club on-water events.

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.

Unacceptable vessels

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

1. Jet skis
2. Commercial vessels

3. Catamarans
4. Privately owned RIBS/RHIBS
5. Canoes or kayaks

Marina licences and sale of boats

Sub-lessees

Sub-letting of berths is permitted in accordance with Clause 9 of the Marina Licence. All sub-lessees are subject to this policy including participating in Club on-water events.

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 i.e. submission of a completed rental application form and be a current, Full financial member who participates in Club on-water events. The Club will seek to minimise movement of boats on the expiration of marina licences however the Club may allocate marina berths as 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 participation in Club on-water events.

Sale of Boats does not include automatic berth allocation to the purchaser

In the process of selling an onsite boat at SYC, Members are not to offer or infer that the 'right to occupy' a marina berth comes with the purchase of the vessel. If the purchaser wishes to keep the vessel at SYC, then the process/requirements are the same i.e. submission of a completed rental application form and be a current, Full financial member who participates in Club on-water events.

The allocation process

Where a boat space vacancy arises, Management will allocate that space with consideration to the following factors:

1. Participation in the Club's on-water events
2. The size and location of the boat space and its best utilisation
3. The Club's yacht/power boat ratio
4. That the applicant is Full financial member

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

Boat space will be allocated on an ongoing rental basis. Tenants are requested to give the Club a minimum one month's notice of their intention to permanently vacate.

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

Policy 5 – Deleted

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.
3. Allocation / Qualification System.

Criteria & Conditions

- Members applying for boat storage (boat on trolley) must register their request through 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 the 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.
- Only one boat may be granted storage per member unless otherwise approved by the OTB Committee.
- Boats with allocated storage will be required to assist with on-water volunteering throughout the season.

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.
- 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 payable upon approval.
- 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 the boat's sail number and 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 (scorecard and application available from the Boating Office). The scores will be based on a Member self-assessment and reviewed by the OTBSC Storage Sub-Committee.

Supported Classes

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

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.

Policy 7 – Deleted

Policy 8 – Workplace/Occupational Health & Safety Policy (WHS)

Purpose

SYC recognises that there are health and safety risks inherent in the range of activities that the Club undertakes. The purpose of our WHS policy is to reduce the risk associated with those activities and make the Club a safer place for all stakeholders.

Scope

The scope of our policy applies to our various activities both on-land and on-water.

Policy Statement

We are committed to complying with our safety obligations and to providing the necessary resources to establish and maintain a safe club for members, members guests, visitors, employees and contractors.

We are committed to the prevention of work and sailing related injuries and to continually monitor our performance.

We are committed to consultation and communication with all stakeholders in relation to safety matters.

We are committed to risk assessment and control, incident reporting and investigation, implementing preventive and corrective actions, training programs and fire and emergency response plans.

We will encourage our stakeholders to act in a safe manner and to comply with our safety related rules. Common sense will be encouraged. We will report all incidents and de-brief them to improve our safe practices.

Implementation – Responsibilities

A range of stakeholders will be responsible for the implementation of our various safety policies and procedures. This includes but is not limited to General Committee, Management, Staff, Volunteers, Contractors, Sub-Committees and Guests of the Club.

Related Policy Documents and References

The following documents are related to safety and are to be used for cross referencing as required:

- 1) By-laws in so far as they relate to safety policy matters
- 2) Emergency Response Plan
- 3) Risk Management Plan
- 4) Boating Safety Plans for sailing, recreational boating, off the beach sailing and the boating academy

Incident Reporting

All incidents will be reported via our internal documents. The log will be provided to our safety committee and General Committee. Work related injuries will be reported to WorkSafe in line with our obligations.

Review

This policy lives in the Club's by-laws and will be reviewed annually in line with the General Committee annual agenda.

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 AS 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 Australian Sailing.

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**.

Policy 10 – Slipping Terms and Conditions

Introduction

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

Conditions

1. The boat owner bringing a vessel to SYC agrees to provide all paperwork in advance of their vessel being slipped – this includes:
 - a) the signed slipping and yard booking form
 - b) signed terms and conditions (attached to the slipping and yard booking form)
 - c) copy of their boat insurance
 - d) marked-up and signed copy of “Sling Placement Document” and
 - e) where they have engaged an agent or contractor to conduct works on their behalf, a letter of authority for them to do so.
2. The boat owner or their Agent is solely responsible for the placement of the slings and shall hold the Club harmless from any responsibility for damage to or loss of their boat during the lift process. The boat owner will ensure that their vessel has sling placement markings (on the gunwales) and in line with these, the boat owner will provide a marked up “Sling Placement Document” and authorise SYC to lift their vessel in line with this document. In doing so the boat owner takes full responsibility for damage to underwater appendages.
3. The boat 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. Any preferred contractor can be used as long as they are approved.
4. The boat 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.
5. The boat owner acknowledges that the Club is entitled to request that they remove their boat from the Club yard at any time. The boat owner will endeavour to get their works done efficiently.
6. The boat 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.
7. The boat 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 boat owner, or persons on their behalf, bringing or endeavouring to bring any boat and or their equipment into the Club yard.
8. The boat owner hereby warrants and undertakes that they shall not bring any boat exceeding 22 metres in length or exceeding 40 tonnes in weight into the Club yard.
9. The boat owner agrees that if they are a non-member they shall make payment of all charges prior to relaunch.

10. The boat owner or their agent will act in accordance with the Club's rules regarding day to day operations, safety, the wearing of hi-vis, working from heights, the scaling of ladders and the appropriate use of tools and equipment.
11. The boat owner hereby grants to the Club a lien upon and custody of their boat the subject of this application in the event of their failure to pay all fees payable in respect of the slipping and yard storage of their boat.

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.

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 authorisation. 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.

Authorisation

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

Relevant Internal Forms

1. Regatta Checklist.
2. Regatta Costing Template.

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 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.
- 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
 - 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.

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.
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.

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.

Policy 16 – 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 WWC 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.

Exemptions

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

- Sworn members of Victoria Police.
- Teachers registered with the Victorian Institute of Teaching.
- 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, if their child is involved in the relevant activity, do not have to apply for a WWCC. However, SYC does not endorse this exemption and expressly requires all parents that meet the criteria set out above to apply for, and obtain, a WWCC. Australian Sailing is one of a number of sports that have taken this view in order to maximise the protection of children involved in yachting.

Likewise, under the legislation, persons under the age of 18 do not have to apply for a WWCC. However, SYC does not endorse this exemption and, subject only to the accepted exemptions set out above, expressly requires that all obtain a WWCC.

Policy 17 – Privacy Policy

Introduction

SYC 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.
- 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.
- 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.
- 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.

- 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.
- 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.

Policy 18 – 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.
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.

Policy 19 – Child Safe Policy

Purpose

Sandringham Yacht Club (the Club), including management, staff and volunteers have a strong commitment to the protection of children and young persons. This policy forms the foundations of the Club's procedures, practices, decision-making and culture regarding child well-being and safety. This policy was written to demonstrate the strong commitment of the management, staff and volunteers of 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 at all times.

The Club has a zero tolerance to child abuse and is committed to acting in the best interests of the children and young people and places their welfare as the Club's first priority. The Club is committed to the protection of children from all forms of abuse and demonstrates this commitment through the creation of a child friendly environment designed for children and young people to feel safe at all times.

Application of this Policy

This policy was developed by the Club in collaboration with staff, volunteers, including members of the boating department, General Committee and OTB community and developed in line with the Child Safety Standards (<https://ccyp.vic.gov.au/child-safety/being-a-child-safe-organisation/the-child-safe-standards/>).

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

- Administrators
- Instructors
- Volunteers
- Participants
- Parents

All individuals have a shared role and responsibility in relation to child protection. All individuals, as defined in this policy, are to be familiar with the contents of the Club's Child Safe Policy and their legal obligations with respect to the reporting of child abuse. It is each individual's responsibility to be aware of the key risk indicators of child abuse, to be observant and to raise concerns they may have or act upon any concerns raised by a child or young person relating to child abuse with the nominated Child Safety People.

Child Abuse

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

Children's Rights to Safety and Participation

The Club regards its child protection responsibilities with the utmost importance and as such it encourages children and young persons to participate in meaningful discussions

about their safety. The Club provides an environment for the children and young people to express their views on matters and decisions which affect them. These views are taken into account in shaping the Club's response to their safety.

The Club supports children and young people to understand their rights and how to raise concerns when they are feeling unsafe. The Club actively listens and acts upon any concerns children or young people have about how they feel or what they need to feel safe. This includes the parents of said child or young person.

The Club achieves this through:

- Seeking input from children, young persons and parents.
- Discussing the Child Safety Program of the Club during introduction sessions such as for boating academy training courses, OTB racing, the induction of new staff and new members. This includes reference to this policy, code of conduct and contact details of the nominated Child Safety people in the event of any concern.
- Referral to the Child Safe policy in promotional material and communications regarding children's activities such as 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 referee checks conducted on all permanent staff and on all casual staff who work directly with children and young people including specific questions related to suitability to work with said group. Details of WWC information is recorded on the Club's WWC register by Child Safety person(s) which is audited annually.
- Working with Children (WWC) checks for relevant positions.
- Referral to the Club's commitment to Child Safety in all advertisements and 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 or 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 child abuse.

Reviewing this policy

The Club is committed to the continuous improvement of their Child Safe 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 for overall effectiveness and to ensure compliance with all Child Safety laws, regulations and Standards. The Club undertakes to seek views, comments and suggestions from children, young people, parents, carers, staff and volunteers involved in the Club.

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.

Policy 20 – On Water Support Policy

Background

The incident at Royal Brighton Yacht Club in April, 2016 when a 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 (at the time) were suitable for the recovery of a person in the water due to their design, their size and freeboard. By way of a 2018 update, Boonoorong has subsequently been fitted with a divers' door for the purpose of being able to assist with a man overboard recovery – as such it is now deemed suitable.

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

As a result, it was resolved to have a RIB (and or Boonoorong) in the water ready to assist in an emergency as required on all race days. In order to ensure the boats are used appropriately, the following guidelines will apply to its use, crewing requirements and operating procedures.

Availability

Ideally, a suitable RIB (big enough to lay a person in the cockpit) and or Boonoorong, 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 or Boonoorong is to be in the water and moored near the Ken King Centre. They 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 and or Boonoorong 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 or Boonoorong 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 and or Boonoorong. 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 and or Boonoorong 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 or Boonoorong skipper should also complete a prescribed incident report as currently required.

Authorised Crew

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 and or Boonoorong for all scheduled race days especially for events being started from the tower. Whilst resources are limited, the Rib and or Boonoorong may be serving another purpose for water starts (but it is noted they can be called on). The RIB and or Boonoorong should be in the water ready to assist in emergencies as required. This document provides guidelines on the responsibilities associated with authorising the use of the boats, 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.

Policy 21 – Inclement Weather

Introduction

Prior to each race day, a Pre-Race Risk Assessment will be carried out where a decision of whether or not racing should proceed or be postponed or be abandoned due to inclement weather will be made.

The Pre-Race Risk Assessment will be undertaken by the Race Officer, a committee representative from the relevant sub-committee (or general committee) and a boating office representative.

Also, during a race, the Race Officer is also required to monitor the weather and should there be significant change, then assess whether to allow racing to continue or to abandon a race, postpone racing or abandon racing for the rest of the day.

This policy has been written to assist Race Management with these decisions.

Background

Weather on Port Phillip is diverse. Also, SYC offer a range of race types, catering for a diverse range of sailors and yacht types. Accordingly, there are a range of factors that need to be considered when making decisions as to whether to start a race, postpone racing or abandon a race or abandon racing for the rest of the day.

In regard to inclement weather, decisions need to be based on a number of items, including wind strength, wind direction, sea state, atmospheric conditions, excessive temperatures (hot or cold), water temperatures and poor air quality, as well as an increased risk due to any combination of these.

Other key factors include an assessment of who will be or who is on the water, and this covers both persons and vessels.

In regard to persons on the water, the decisions need to factor in the experience and capabilities of the sailors, their age and in part, their expectations and preparedness for the expected weather.

In regard to vessels, the decisions need to be based on the suitability of the yachts for the expected weather and actual weather and conditions.

Although it is expected that there will be range of decisions and outcomes given the diversity of yacht racing at SYC, this policy has been written to assist Race Management with decision making around inclement weather and whether to start a race, postpone racing, abandon a race started or abandon racing for the rest of the day.

Responsibilities

Whilst the decision to start a yacht race is the responsibility of the Race Officer, included in the Racing Rules of Sailing under Part 1 Fundamental Rules, clause 43 states that, "The responsibility for a boat's decision to participate in a race or to continue racing is hers alone". The term "Boat" is defined in the RRS as "A sailboat and the crew on board".

Whilst very specific, this rule does not remove the obligation of Race Management to exercise a "Duty of Care" to competitors.

Pre-Race Risk Assessment

As part of the Pre-Race Risk Assessment, Race Management are required to view weather forecasts and observations and check for warnings. Also, visual observations are encouraged from within the club or from the tower.

If there is doubt about the air quality at Sandringham Yacht Club, Race Management are to check the Environment Protection Authority Victoria (EPA Victoria) website (<https://www.epa.vic.gov.au/>) and take reference from the closest monitoring site being located in Brighton.

Race Management are also encouraged to make contact with the Bureau of Meteorology when there is any doubt in the forecast, or observations vary to the forecast, or there is perceived heightened risk, in order to try and gain more specific weather data for the time and vicinity of racing, including the latest predictions.

For keelboat racing as part of this Pre-Race Risk Assessment, a decision should be made as to whether to adopt Code Flag “Y” and whether this should be flown from ashore, which requires life jackets to be worn at all times from leaving the dock until return, or from the tower or start boat, which only requires the wearing of life jackets while yachts are racing.

For Saturday keelboat racing, a decision also needs to be made as to whether Group “K” yachts should be allowed to race. These are yachts that are recommended not to race in a range of conditions, which may still be suitable for other yachts, because of a perceived heightened risk due to these yachts being either light, less than 7.5m in length, not having compliant lifelines, no engine or no outboard that is readily accessible. When there is a strong wind warning, or when there is a combination of factors that make for heightened risk for these vessels including 25 plus knots with expected stronger gusts and/or a bad sea state and/or cold conditions, consideration should be given as to whether Group “K” boats should race, or not.

Also, for class racing or One Design racing, consideration should be given to any class rules.

An assessment is also required for any key radio messages that could be given (to sailors and/or Race Management), including expected inclement weather or changes in weather, which may assist sailors with their own decision making. These can be messages given prior to or during racing, including advice on expected significant wind increases.

At the Pre-Race Risk Assessment, although the intent is to decide whether or not racing should proceed or be postponed or be abandoned due to inclement weather, as well as make other decisions as listed above, it might also be determined for a range of reasons, that such decisions are better to be left to the discretion of the Race Officer, closer to the time of the race start.

Strong Wind Warning

For Wednesday Wonders, Thursday Twilights, Sunday Sailors and OTB Racing, should a Strong Wind Warning be current within 1 hour prior to the scheduled race start, consideration should be given to the race being abandoned.

As the BOM warnings are for all of Port Phillip, there may be occasions when conditions in the vicinity of SYC are suitable for racing, but the Strong Wind Warning is in place for likely conditions elsewhere in Port Phillip, which differs to the conditions at, or expected at SYC.

In such circumstance, discussions with the Bureau of Meteorology should be considered, as well as an assessment of other factors including wind direction, sea state, atmospheric conditions, excessive temperatures (hot or cold) and water temperatures, to support the decision that conditions are suitable for racing to proceed.

It is recommended, that for all keelboat racing when a Strong Wind Warning is current within 1 hour prior to the scheduled race start, that Code Flag “Y” be adopted.

Gale Warning and Abandonment of Races

Should a Gale Warning be current three hours prior to the scheduled start of a race or the scheduled start of the first race, racing is to be either postponed or abandoned, pending the likely removal or otherwise of the Gale Warning.

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 conditions are considered not suitable to race at that time, but are expected to moderate.

The Club may advise sailors of an early abandonment by email or on the Club web site and/or with the MemberPoint App.

Although flexibility is required around when a decision is made to abandon racing, racing is not to proceed when there is a Gale Warning.

Strong Winds and Rough Seas

In conditions with the combination of strong winds and rough seas, consideration should be given to the capability of competitors and their yachts, the age of the participants and the safety of Race Management in the deliberation on whether to race or abandon the race or whether to adopt Code Flag "Y".

Also of consideration is the time of year. In summer, racing in stronger winds may be considered safer than in winter, given the colder temperatures. 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.

Given these circumstances and the variety of competing yachts, it is difficult to specify precise limits to abandon or conduct racing or whether to adopt Code Flag "Y".

Although the combination of strong winds and rough seas may not necessarily be deemed to be heightened risk, for Wednesday Wonders, Thursday Twilights and/or Sunday Sailors, consideration should be given to adopting Code Flag "Y".

Heat Considerations

In summer, whilst bay temperatures may be less than on shore, extreme temperatures is another major consideration and risk for competitors and Race Management alike.

In temperatures expected to be 38 degrees or greater during the race period, consideration should be given for racing to be abandoned.

Other factors to consider are the time of day when the racing is to be conducted, the length of time expected to be on the water and the age of the participants.

Where temperatures are expected to exceed 34 degrees, Race Management should remind sailors to wear hats, drink lots of water, apply sunscreen and to be conscious of heat stress and dehydration.

Cold Considerations

In winter, low temperatures, chill factor and cold water temperatures are another risk consideration for competitors and Race Management alike.

In extreme low temperatures, consideration should be given for racing to be abandoned.

Again, other factors to consider are the length of time expected to be on the water and the age of the participants.

Changes in Conditions During a Race

Race Management are continuously monitoring weather conditions and when considered appropriate, are encouraged to convey to competitors and/or Race Management by VHF radio, that weather observations indicate possible significant changes in current conditions. This may assist boats with their own decision making.

Abandoning a race after a start, should a change in conditions warrant, is seen as one way to reduce risk to those on the water, and accordingly, is encouraged.

Air Quality

Air quality is another risk consideration for competitors and Race Management alike.

The race committee are to monitor the air quality and conduct a race only if it deemed safe and appropriate to do so. If at 3 hours prior to the scheduled start of a race or the scheduled start of the first race, the air quality at the EPA Brighton site is reading very poor or hazardous, consideration should be given as to whether a race will commence or not.

When the air quality at the EPA Brighton site is reading hazardous, a race will either be abandoned or postponed, pending likely improvement to the conditions.

When the air quality at the EPA Brighton site is reading very poor and the conditions appear safe and suitable to race, the race committee may choose to conduct a race. If a race is started with a very poor air quality, sailors shall make their own decision to race as per RRS Rule 34, Decision to Race. That is, "The responsibility for a boat's decision to participate in a race or to continue racing is hers alone."

When a race is started in a very poor air quality but deteriorates to a hazardous air quality whilst racing, the race committee will assess the conditions on the course area and determine whether it is safe to continue racing or if racing is to be abandoned.

For details on the EPA Victoria Air Quality Categories, refer to:

<https://www.epa.vic.gov.au/forcommunity/monitoring-your-environment/about-epa-airwatch/air-quality-categories>.

Lightning

Should an alert indicate that a lightning strike has occurred within a 10km radius of SYC, consideration should be given towards postponing or abandoning racing.

Policies 22 – 25 Deleted

Policy 26 – Marine VHF Radio

Marine Radio (VHF)

1. SYC Members are reminded that the Australian Communications and Media Authority (ACMA), under the Radio communications Act 1992, require operators of marine radios on vessels to hold a relevant Australian marine radio operator's qualification or an equivalent overseas qualification. For the operation of VHF radios this means holding one of the following qualifications –
 - a. LROCP (Long Range Operator Certificate of Proficiency, covers VHF and MF/HF equipment),
 - b. SROCP (Short Range Operator VHF Certificate of Proficiency, covers VHF equipment only),
 - c. AWQ (Australian Waters Qualification, covers VHF operation within Australian Territorial Waters only),
2. SYC Skippers are reminded of SYC Sailing Instruction Clause 27 requiring that:

“All boats shall carry a VHF radio, and maintain a listening watch on VHF 77, unless otherwise advised, and on standby for distress on VHF 16. The call sign of Sandringham Yacht Club Tower is ‘Sandringham Tower’. For boat starts, the call sign for Race Control will be the name of the race control vessel”.
3. The SYC Skippers & Radio Operators are required to :
 - a. Hold the relevant radio operator’s qualification.
 - b. Regularly refresh themselves in the operation of VHF marine radio.
 - c. Have a quick reference VHF operation & emergency procedure guide (sticker, laminated flip card or the like) available in close proximity to the boat VHF radio at all times. For further information refer to: www.acma.gov.au.,
 - d. Conduct regular radio checks to ensure the clear operation of the VHF radio.
 - e. Have effective speakers fitted in the cockpit or companionway for fitted VHF radios and/or carry a waterproof hand-held VHF radio in the cockpit at all times.

Policy 27 – Life Jackets

Lifejackets

Lifejackets (Personal Flotation Devices, PFD's)

1. SYC requires that all lifejackets comply with AS4758-2008 (Minimum Level150 for adults) or ISO equivalent.
2. Either inflatable or inherent buoyancy lifejackets are acceptable. If using inflatable lifejackets, SYC strongly recommends the use of the auto inflating type, however should boat owners and/or their crew make a personal choice to wear another type of inflatable lifejacket they do so acknowledging the risks.
3. Boat owners must ensure that there are sufficient suitable lifejackets on board for all competitors and guests, including children, and that all have been briefed on their correct fitment and usage.
4. All lifejackets shall be stored, serviced and maintained per manufacturer's recommendations, and that a service log be maintained for each lifejacket.
5. These recommendations meet or exceed the requirements of AS Special Regulations Part 1 Section 5.01 and Marine Safety Victoria (MSV) Acts and Regulations.
6. Members should make themselves familiar with Racing Rule of Sailing 40 regarding Personal Flotation Devices and the use of Code Flag "Y".

Policy 28 – Naming of Club Boats

Introduction

General Committee has determined that a policy is required to assist with the naming of Club Boats.

It has also determined the preference that Club Boats are named after the Club's highly respected living Life Members in order to honour them during their lifetime.

This policy is intended to provide default naming guidelines and therefore is not mandatory as there may be other factors to take into consideration when naming any particular boat.

Policy

In the absence of any other pressing factors/obligations, Club Boats, that are new to the Club, shall be named after a living Life Member.

In the absence of a pressing reason as to why this order should not apply, the order of naming shall normally be prioritised chronologically based on the date of being awarded Life Membership.

Authorisation

Names of Club Boats must be approved by General Committee prior to be adopted.

Policy 29 - Substance Misuse

Policy Statement

All staff through their employment agreements with SYC have agreed to comply with a comprehensive policy dealing with At Risk Behaviour (Substance Misuse).

Members who generously volunteer for SYC, and are involved in on-water decision making, also have a duty of care to their fellow Members and to SYC employees. As such it is a requirement that they arrive for their volunteer shifts clear headed and capable of good decision making.

In undertaking to assist in the conduct of on-water events at SYC, Members volunteering will not expose themselves, other members, employees or members of the public to health and safety risks as a result of their use of drugs and / or alcohol.

If any Member arrives for their volunteer shift under the influence of drugs and / or alcohol, the CEO and or his or her delegate is to be advised and the individual politely relieved of their duties for that shift.

Individuals who have a decision making responsibility for any on-water event are required to have a blood alcohol level of less than 0.05 and are not permitted to consume alcohol during the conduct of the event. Furthermore, illicit drugs are not allowed to be consumed before or during the conduct of an on-water event.

SYC has a duty of care to its Members and fellow volunteers are also encouraged to take immediate action to deal with any breach of this policy.

Policy 30 – OTB Unsupervised Sailing Policy

Introduction

This policy has been developed to support Off the Beach (OTB) training and social sailing outside organised events and activities.

Weather on Port Phillip is diverse and conditions can change at short notice. This policy aims to improve the safety and reduce the risks of unsupervised sailing.

For the purpose of this policy, unsupervised sailing is defined as an OTB sailor or group of sailors going sailing without a RHIB on the water acting as a safety vessel.

All sailors should adopt the following guidelines. Sailors are encouraged to sail with other boats to reduce the risk of sailing alone.

Sailor Responsibilities

The responsibility for a sailor's decision to go sailing is their's alone.

Sailors should ensure that their boat is seaworthy and carries all necessary equipment which should be attached to the boat. Adequate food and water should also be carried.

Sailors should also ensure that they are adequately dressed to suit the conditions.

Beach trolleys should be permanently marked with the boat's name, sail number and skipper's name as this information will be invaluable in the event that the sailor has not returned to shore.

Pre-Sailing Risk Assessment

Sailors should always respect the elements and make a risk assessment for themselves prior to leaving the beach. They should always remember that the decision to take to the water is their responsibility.

Sailors should carefully check the weather warnings, forecasts and current conditions.

Further information can be found in the safety area of the Club's website.

Consideration should also be given to the possibility of decreasing or increasing wind strengths as well as UV exposure, air and water temperatures.

If the Bureau of Meteorology Marine Wind Warning Summary is indicating that a gale warning is present for Port Phillip, sailors should not take to the water under this policy.

Sailors should ensure they follow Marine Safety Victoria's five fundamental steps for safer boating:

1. Know the weather
2. Practice getting back on
3. Carry a distress beacon
4. Lock in a buddy plan
5. Wear a lifejacket

To assist sailors who are partaking in unsupervised sailing activities, sailors should consider the risk matrix provided in the safety section of the Club's website. Whilst assessing a range of criteria, if the risk rating matching the current conditions exceeds a sailor's rating score, sailors should not take to the water under this policy.

Recommended Sailing Areas

The recommended areas for unsupervised sailing are available on the on-water safety section of the Club's website and it is recommended that all sailors should sail within these areas. These maps outline multiple areas depending on a sailor's ability or the class of boat in which they are sailing, whether that be a junior or youth/senior class. It is also strongly recommended that sailors remain as close as reasonably practical to the shore to assist with visibility.

Other Recommendations

In addition to the above, sailors sailing under this policy should consider the following:

- Each boat should have a hand held VHF and/or a mobile phone (in a water-proof case). Such device should be attached to the sailor, not the boat, so that in the event of the sailor(s) being separated from their boat, they can still call for help. A handheld VHF can be borrowed from the SYC Boating Office and it is recommended that sailors undertake a radio check with the SYC Boating Office prior to launching. The SYC Boating Office will normally be staffed between 0900 – 1700hrs and can be contacted on 9599 0922 or on VHF Channel 77 and 16 with the call sign being "SYC Boating Office."
- Prior to launching, sailors should sign on to the whiteboard located next to the flag pole at the top of the launching ramp. They should record the date, time of departure, estimated time of return, class of boat, sail number, the name of all crew and a contact phone number or VHF call sign.
- In addition to signing on, sailors should raise the yellow flag on the OTB flag pole prior to launching. This will indicate to those on shore that there is someone out sailing.
- Upon returning to shore, sailors should sign off on the white board and if there are no other unsupervised sailors on the water (check the sign on board!), should lower the yellow flag.
- It is recommended that when you are participating in unsupervised sailing, you let a person who is still ashore know of your plans and timings.
- Sailors are encouraged to take sufficient sailing gear to keep you warm if the conditions deteriorate or you capsize.
- Sailors are encouraged to sail in a windward direction first so that in the event of gear failure, they will drift towards the Club.
- Sailors should develop a checklist for their boat to ensure that they are carrying all of the necessary safety equipment (i.e. tow line, paddle, VHF radio/phone etc.).

Other Considerations

- The Boating Office hours are 0900 – 1700hrs (but may vary). The Boating Office may not always be staffed so sailors are encouraged to visit prior to launching to see if there are staff onsite. If in doubt, check with main reception.
- When Boating Office staff are onsite, they will check the whiteboard prior to leaving to ensure nothing is out of the ordinary. If there are boats out sailing, the Boating Office staff will make an announcement on VHF Channel 77 advising that the SYC Boating Office is closing down.

Policy 31 – Environmental Sustainability Policy

Other Commitment

Sandringham Yacht Club relies on Port Phillip Bay and its surrounds to support members in the boating activities that they love. We recognise that our operations and activities can impact the environment, and to ensure the long-term sustainable and responsible operation of the Club we have a responsibility to protect and enhance the natural environment - now and for future generations.

We accept that our environment is under threat, and the international scientific consensus that human activities are influencing global warming. We are aligned with the global response to keep the Earth's future temperature rise to below 2°C, and to pursue efforts to limit future temperature rise to no more than 1.5°C above, pre-industrial levels.

Our Approach

With regard to the activities of the Club, its members and any other party who operates within the Club's facilities we will:

- Ensure we are compliant with relevant legislation and regulations
- Minimise pollution, including greenhouse gas emissions
- Minimise the consumption of resources
- Ensure effective treatment of any residual waste

We will promote understanding and participation in environmental and sustainability issues through education, information provision and consultation with members, staff, contractors, customers and the community in general. We will consider environmental and sustainability implications in our commercial relationships.

We will ensure transparency with regards to our efforts in achieving our environmental and sustainability goals to support responsible and informed decision making at our Club. We will regularly review our environmental and sustainability policy and practices to ensure they reflect current laws and regulations, changes in our operations and changes in community expectations. We will report on our progress towards achievement of our goals on an annual basis.

Policy 32 – Complaints Procedures

Introduction

SYC will deal with all complaints in a fair, timely and transparent manner. All complaints will be treated seriously.

SYC will provide individuals with a formal and informal process to resolve the matter, along with access to an external complaint handling body, based on the nature of the complaint and SYC's Rules, By-Laws and Policies.

SYC also provides an appeals process for those matters.

SYC will maintain confidentiality where possible and as provided in this policy and seek to ensure that no one is victimised for making, supporting or providing information about a complaint.

This Policy outlines the following procedures:

1. Complaint handling
2. Mediation
3. Investigation

We will ensure that all the complaints we receive are properly documented. This includes recording how the complaint was resolved and the outcome of the complaint. This information, and any additional records and notes, will be stored confidentially on the Club membership system.

We will treat any allegation of child abuse or neglect promptly, seriously and with a high degree of sensitivity. We will ensure that everyone who works with our organisation in a paid or unpaid capacity understands how to appropriately receive and record allegations of child abuse and neglect and how to report those allegations to the relevant authorities.

SYC will generally aim to respect a complainant's wishes regarding confidentiality, however reserves the right to disclose information in any disciplinary procedures, and where required by law.

Attached to this Policy is a standard form for recording a complaint.

1. Complaint Handling Procedure

SYC is committed to supporting people associated with the Club to make and resolve any complaints they may have in a fair, timely and effective way.

We will endeavour to deal with complaints on a confidential basis. We will not provide information about the complaint to another person without the complainant's consent, except if the law requires us disclose this information or we consider it necessary having regard to the nature of the complaint. If a complainant does not wish for full details of their complaint to be provided to the person or people against whom the complaint has been made, then some dispute resolution options may not be suitable.

We will provide **informal and formal procedures** to deal with complaints. Individuals can also make **complaints to external organisations** under anti-discrimination, child protection and other relevant laws.

Informal Approaches

Step 1: Talk with the other person (if safe, reasonable and appropriate)

If you feel confident and comfortable to do so, you can approach the other person to discuss the issues and try to resolve the problem directly.

Step 2: Contact the Club

We encourage you to talk with a senior member of SYC's staff, the CEO or a member of the General Committee if:

- step 1 (above) is not appropriate;
- you are not sure how to handle the problem by yourself;
- you want to talk confidentially with someone and find out what options are available to address your concern; or
- the concern continues after you approached the other person.

The person you contact will consider whether they are an appropriate person to assist you and, if not, refer or introduce you to a more appropriate person, who shall be a Flag Officer, Committee Member or senior manager (**Appropriate Club Representative**).

The Appropriate Club Representative will:

- ask how you would like your concern to be resolved and if you need support
- seek to provide different options for you to address your concern
- act as a support person, if you wish
- refer you to an appropriate person (e.g. a mediator) to help you address your concern, if appropriate
- inform the relevant government authorities and/or police, if required by law to do so
- where possible and appropriate, maintain confidentiality.

Alternatively, if you prefer you can download and complete the SYC Complaint Form and submit it to the CEO.

Step 3: Decide how to address your concern

After talking with the Appropriate Club Representative, you may decide:

- there is no problem;
- the problem is minor and you do not wish to take the matter forward;
- to try to resolve the problem yourself, with or without a support person;
- to resolve the problem with the help of someone impartial, such as a mediator; or

- to resolve the matter through a formal process.

Formal Approaches

Step 4: Make a complaint

If it is not possible or appropriate to resolve your complaint through an informal process, you may:

- make a complaint in writing to the CEO;
- make a complaint in writing to a Flag Officer;
- initiate the grievance procedure under the Constitution; or
- approach a relevant external agency, such as an anti-discrimination or equal opportunity commission, for advice and assistance.

After receiving a complaint in writing, and based on the material you provide, the CEO or Flag Officer will decide whether:

- they or another person should be Appropriate Club Representative to receive and handle the complaint;
- the nature and seriousness of the complaint requires a formal resolution procedure;
- to refer the complaint to **mediation**;
- to appoint a person to **investigate** the complaint;
- to refer the complaint to a **disciplinary sub-committee**;
- to recommend the complainant initiate the **grievance procedure** under the Constitution
- to refer the matter to the **police or other appropriate authority**; and/or
- to implement immediately any interim arrangements that will apply until the complaint process is completed.

In dealing with your formal complaint, the Appropriate Club Representative will take into account:

- whether he or she has had any personal involvement in the circumstances and if so, whether another Appropriate Club Representative should handle the complaint;
- your wishes, and the wishes of the respondent, regarding how the complaint should be handled;
- the relationship between you and the respondent (e.g. an actual or perceived power imbalance between you and the respondent);
- whether the facts of the complaint are in dispute; and
- the urgency of the complaint, including the possibility that you might face further unacceptable behaviour while the complaint process is underway.

The Appropriate Club Representative will, where appropriate or necessary:

- provide the information received from you to the other person(s) involved and ask for a response;
- decide if there is enough information to determine whether the matter alleged in your complaint did or did not occur; and/or
- determine what, if any, further action to take, including referring the matter for investigation or disciplinary action in accordance with this policy and/or the Constitution.

Step 5: Investigating the complaint

In some cases, an investigation may be required to determine the facts surrounding the complaint. Our investigations procedure is outlined in Section 3 of this Policy.

Following the investigation, a written report will be provided to the Appropriate Club Representative:

- If the complaint is referred to **mediation**, we will follow the steps outlined in Section 2 of this Policy or as agreed by you, the respondent and the mediator.
- If the complaint is referred to a **disciplinary sub-committee**, the Disciplinary Meeting will be conducted in accordance with the Constitution.
- If the complaint is referred to the **police or another external agency**, we will endeavour to provide all reasonable assistance required by the police or the agency.

Step 6: Reconsidering a complaint or appealing a decision

If the matter is referred to mediation and is not resolved at mediation, you may request that the Appropriate Club Representative reconsider the complaint in accordance with Step 3.

Step 7: Documenting the resolution

The Appropriate Club Representative will record the complaint, the steps taken to resolve it and the outcome. This information will be stored confidentially on the Club membership system.

Approaching External Organisations

If you feel that you have been harassed or discriminated against, you can seek advice from the government anti-discrimination or equal opportunity commission. There is no obligation to make a formal complaint. However, if the commission advises you that the issues appear to be within its jurisdiction, you may choose to lodge a formal complaint with the commission.

The commission may investigate your complaint. The commission may also attempt to conciliate the complaint on a confidential basis. If this fails, or if it is not appropriate, the complaint may go to a formal hearing. The tribunal will make a finding and decide what action, if any, will be taken.

Serious incidents, such as assault or sexual assault, should be reported to the police.

2. Mediation

Mediation is a process that seeks to resolve complaints with the assistance of an impartial person – the mediator.

The mediator does not decide who is right or wrong and does not tell either side what they must do. Instead, he or she helps those involved to discuss the issues and seeks to facilitate a mutually agreeable solution.

Our approach to mediation follows the steps set out below.

1. The Appropriate Club Representative will appoint an appropriate mediator to help resolve the complaint. This will be done under the direction of SYC and in consultation with the complainant and the respondent(s). The mediator will be an independent person in the context of the complaint, however this does not preclude a person with an association with SYC acting as mediator.
2. The mediator will talk with the complainant and respondent(s) about how the mediation will take place and who will participate. At a minimum, the mediator will prepare an agenda of issues to be discussed.
3. All issues raised during mediation will be treated confidentially. We also respect the rights of the complainant and the respondent(s) to pursue an alternative process if the complaint is not resolved.
4. If the complaint is resolved by mediation, where appropriate the mediator may seek to ensure the parties execute a document that sets out the agreement that has been reached. This agreement will be signed by the complainant and the respondent(s). We expect the parties involved to respect and comply with the terms of the agreement.
5. If the complaint is not resolved by mediation within a reasonable period of receiving a written complaint, the complainant may:
 - write to the Appropriate Club Representative to request that the Appropriate Club Representative reconsider the complaint; and
 - approach any relevant external agency, such as an anti-discrimination or equal opportunity commission, to resolve the matter.

We recognise that there are some situations where **mediation may not be appropriate**, including:

- when the people involved have completely different versions of the incident;
- when one or both parties are unwilling to attempt mediation;
- when there is a real or perceived power imbalance between the people involved;
- matters that involve serious allegations.

3. Investigation Process

There will be times when a complaint will need to be investigated and information gathered.

An investigation helps determine the facts relating to the incident, if requested, recommendations as to possible findings and next steps.

Any investigation we conduct will be fair to all people involved. The investigation process will be undertaken by an unbiased person.

If we decide that a complaint should be investigated, we will follow the steps outlined below.

1. We will provide a written brief to the investigator that sets out the terms of engagement and his or her roles and responsibilities.
2. The investigator may:
 - interview the complainant and record the interview in writing;
 - provide full details of the complaint to the respondent(s) so that they can respond;
 - interview the respondent(s) to allow them to answer the complaint and record the interview in writing;
 - obtain statements from witnesses and collect other relevant evidence;
 - make a finding as to whether the complaint is:
 - **substantiated** (there is sufficient evidence to support the complaint)
 - **inconclusive** (there is insufficient evidence either way);
 - **unsubstantiated** (there is sufficient evidence to show that the complaint is unfounded);
 - **mischievous, vexatious or knowingly untrue.**
 - provide a report to the CEO documenting the complaint, the investigation process, the evidence and, if requested, any findings and recommendations.
3. We will provide a report to the complainant and the respondent(s) documenting the complaint, the investigation process and summarising key points from the investigation.
4. The complainant and the respondent(s) will be entitled to support throughout this process from their chosen support person or adviser (e.g. CEO or other person).

4. Attachments

SYC Complaint Form

SYC Complaint Form (Strictly Confidential)

Complainant's name: _____ Date: _____

Is complainant an SYC Member: Y N Membership No. _____

Complainant's role/position: _____

Name of person complained about (Respondent): _____

Respondent's role/position: _____

Location of alleged incident: _____

Date and time of alleged incident: _____

Names of any witnesses to alleged incident: _____

Description of alleged incident (attach photos, drawings, or extra paperwork if required):

- | | | | |
|--|---|---|--|
| Nature of Complaint (category/ basis/grounds) | <input type="checkbox"/> Harassment | <input type="checkbox"/> Discrimination | <input type="checkbox"/> Sexual / Sexist |
| | <input type="checkbox"/> Selection dispute | <input type="checkbox"/> Coaching methods | <input type="checkbox"/> Sexuality |
| Tick more than one box if necessary | <input type="checkbox"/> Personality clash | <input type="checkbox"/> Verbal abuse | <input type="checkbox"/> Bullying |
| | <input type="checkbox"/> Disrespectful / Rude | <input type="checkbox"/> Physical abuse | <input type="checkbox"/> Race |
| | <input type="checkbox"/> Disability | <input type="checkbox"/> Victimization | <input type="checkbox"/> Religion |
| | <input type="checkbox"/> Child abuse | <input type="checkbox"/> Unfair decision | <input type="checkbox"/> Pregnancy |
| | <input type="checkbox"/> Other _____ | | |

Are you happy for this form to be submitted to the Respondent? Y N

THIS SIDE FOR OFFICE USE

Complainant's contact details: Mobile: _____ Email: _____

Disciplinary sub-committee

Do Flag Officers and CEO believe there are sufficient grounds for disciplinary action against a Member? Y N

If yes, has a disciplinary sub-committee been appointed? Y N Date: _____

Notice to Member

Has the CEO given written notice to the member? Y N Date: _____

Decision of sub-committee

Record what action has been taken: _____

Has the Member been notified of the decision? Y N Date: _____

Appeal

Has the decision been appealed? Y N Date: _____

If yes, has notice of appeal been received in writing? Y N Date: _____

Has a disciplinary appeal meeting been convened? Y N Date: _____

Record what action has been taken: _____

Has the Member been notified of the decision? Y N Date: _____

Note any further information: _____

CEO Signature: _____ Date: _____