

East Fremantle Yacht Club (Inc) Updated – December 2015

1. **PEN AND MOORING (ACCOMMODATION) RULES AND REGULATIONS**
 - 1.1. **Interpretation**
 - 1.1.1. The Annual Pen Fee” and “Annual Mooring Fee” respectively means the annual fee calculated at the rate from time to time set by the Executive, for a Licensee's Accommodation.
 - 1.1.2. The expression “the Club” means East Fremantle Yacht Club (Inc.)
 - 1.1.3. The expression “Licensee” means the person or persons named in any licence or agreement with the Club (and that or those persons' personal representatives) which entitles that or those persons to moor a vessel in a Club pen or on a Club mooring.
 - 1.1.4. The expression “the ClubArea” means the whole of the jetty complex, hard standing, parking areas, waterways, buildings and other facilities, plant and equipment, riverbed and waters owned, leased or otherwise held or occupied by the Club on the land and waterways of the Swan River adjacent to Petra Street, East Fremantle.
 - 1.1.5. “Licence” means any current or future licence or agreement whereby the Club permits a Licensee to moor a vessel in a Club pen or on a Club mooring upon the terms of that licence or agreement as modified by these Regulations (as amended from time to time).
 - 1.1.6. The expressions “the Club’s Rules and Regulations” and “these Regulations” means all the rules and/or regulations now or from time to time made or amended by the Club in accordance with its Constitution including these pen, and mooring (accommodation) rules and regulations as amended from time to time and the fire and safety rules as adopted or modified by the Club from time to time.
 - 1.1.7. The expression “the Executive” means the Executive Committee of the Club from time to time appointed in accordance with the Club’s Constitution.

- 1.1.8. The expression “the Licensee’s Boat” means the yacht or motor launch described in a Licence with the Club or a substitute vessel details of which have been given to and approved by the Club in accordance with a Licence or these Regulations.
- 1.1.9. The expression “the Licensee’s Accommodation” means the Club pen or Club mooring within the Club Area described in a Licence together with any anchors, chains, swivels, ropes, shackles and other parts necessary to moor or the Licensee’s Boat therein or thereon.
- 1.1.10. The expression “Licence Deposit” or “Pen Deposit” or “Mooring Deposit” means the remaining balance of any interest free loan or deposit paid to the Club by a Licensee, from time to time, and held by the Club as a pre-condition to the granting of a Licence.
- 1.1.11. The expression the “Pen Maintenance Levy” means the amount of levy from time to time determined by the Executive to maintain jetties, pens, and moorings and associated facilities in the Club Area.
- 1.1.12. The expression “Pen Capital Building Levy” means the amount of levy from time to time determined by the Executive to provide a fund for capital works associated with the jetties, pens, moorings and associated facilities in the Club Area.
- 1.1.13. The expression “the Mooring and Storage Committee” means the Mooring and Storage Sub-Committee of the Club from time to time appointed in accordance with the Club’s Constitution.
- 1.1.14. The expression “Term” means the period from the commencing date of a Licence to the next 30th of June following ratification of these Regulations by the Executive and each renewal term of twelve (12) months thereafter granted pursuant to these Regulations.
- 1.1.15. The expression “the Licensee’s Guests” means all guests, passengers, family members, contractors, employees, customers and any other person within the Club Area with the express or implied consent or approval of the Licensee or the

person from time to time entrusted with the responsibility or control of the Licensee's Boat.

1.1.16. If there is more than one person named as Licensee in a Licence they shall be bound by the terms of the Licence both jointly and severally.

1.1.17. Interpretation, intent and/or meaning of any part of rule 1 of these Regulations shall be determined by the Mooring and Storage Committee and ratified by the Executive.

1.2. Terms of Licence

1.2.1. Licences for Club pens and Club moorings may only be granted and entered into by the Club with a person who is and remains a financial Senior Member of the Club.

1.2.2. If a vessel, intended to be the subject of a Licence, is owned by more than one person all must be and remain financial Senior Members of the Club.

1.2.3. In recommending to the Executive and the Executive granting and entering into Licences the Mooring and Storage Committee and the Executive shall be guided by the interests of the Club having regard to the information to be provided in a Members Application for Accommodation (in a form from time to time approved by the Executive).

1.2.4. In consideration of the required payment, in accordance with a Licence Deposit Scheme, Pen Deposit Scheme, Mooring Deposit Scheme, annual Pen Fee Scheme or annual Mooring Fee Scheme or combination of any such scheme from time to time approved by the Executive, payable or previously paid on execution of an Application for Accommodation for a Licence or demand, the Licensee shall have the sole right of mooring the Licensee's Boat (or other boat approved of by the Mooring and Storage Committee) within a Club pen or at a Club mooring designated in a Licence and to embark and disembark the Licensee's Guests from jetties within the Club Area, in and modified (as necessary) in accordance with these Regulations.

1.2.5.

- 1.2.5.1. A Licence Deposit, Pen Deposit, Mooring Deposit, Pen Maintenance Levy and Pen Capital Building Levy (or so much thereof as has not been applied by the Club in accordance with a Licence or this rule 1 of these Regulations) shall be held by the Club (non-interest bearing to a Licensee) to be applied for maintenance and capital investment in Club facilities in accordance with the provisions of a relevant Licence Deposit Scheme, Pen Deposit Scheme, Mooring Deposit Scheme, annual Pen Fee Scheme or annual Mooring Fee Scheme.
- 1.2.5.2. If a Licence Deposit scheme, Pen Deposit scheme or Mooring Deposit scheme is approved by the Executive, from time to time, providing for a refund of part of a Licence Deposit, Pen Deposit or Mooring Deposit then if the Licence is terminated or earlier determined within a period of commencement of the Licence specified in the scheme then upon such termination or determination within that period:
- 1.2.5.2.1. the Club shall forthwith and continue to use its best endeavours to grant a licence to some other person to occupy the pen or mooring, (formerly that of the Licensee) upon terms no less onerous than those applying under that terminated or earlier determined Licence but in so doing it shall not be obliged to grant a licence before other pens (which fell vacant prior to the former Licensee's) have been re-licensed for occupation by a boat of appropriate dimensions; and
- 1.2.5.2.2. forthwith after entering into such a licence for some other person to occupy the pen or mooring (formerly the Licensee's Club pen or Club Mooring) the Club shall refund to a Licensee so much of the Licence Deposit, Pen Deposit or Mooring Deposit as the scheme provides (after forfeiture of a percentage or amount specified in the scheme and reduction by so much thereof as has been applied by the Club in accordance with the Licence or rule 1.2.5.1);

AND subject to the Club's obligations under this rule 1.2.5 the Club is entitled to retain (without interest accruing to the licence) and apply the amount of the Licence Deposit or Mooring Deposit (without interest accruing to the Licensee) as the Club from time to time sees fit.

- 1.2.6. No vessel shall be accommodated in a Club pen or on a Club mooring unless:

1.2.6.1. A current Fire and Safety Compliance letter has been issued by the Club after a compliance check has been requested by the Licensee and carried out by a Fire and Safety Officer (appointed from time to time by the Mooring and Storage Committee) and the Licensee has produced to the Club the number for such a certificate current throughout the Term;

1.2.6.2. the Licensee, at the Licensee's own expense and to the satisfaction of the Club:

1.2.6.2.1. takes out and keeps in force at all times during the continuation of a Licence a Pleasure Craft Policy with a cover of not less than TEN MILLION DOLLARS (\$10,000,000) in respect of any one accident covering any loss damage or injury or death from any cause whatsoever to any person or to any property owned by the Club and/or any person or persons within the Club Area relating to the use of the Licensee's Boat, the mooring of the Licensee's Boat within the Club Area or the exercise of the rights granted hereunder. ("the Pleasure Craft Policy"); and

1.2.6.2.2. pays all premiums levied in respect of the Pleasure Craft Policy within SEVEN (7) days of the same becoming due and payable and within the same period in each Term of Licence shall produce to the Club a Certificate or Certificates of Currency in respect of the Pleasure Craft Policy and a receipt(s) for premium covering the Term;

and the Licensee has produced to the Club proof of such a policy and payment of premium current throughout the Term;

1.2.6.3. if the Licensee's Boat has a motor exceeding 5 horse power then the Licensee has produced to the Club proof that the Licensee's Boat is registered as a private recreational vessel with the WA Department of Transport current at all times throughout the Term; and

1.2.6.4. if the Licensee's Boat has a motor exceeding 6 horse power then the Licensee has produced to the Club proof of the Licensee holding a WA Recreational Skippers Licence current at all times throughout the Term.

1.2.7. A Licensee and the Licensee's Guests shall at all times when within the Club Area be under the control of the Club and the Licensee shall observe and conform

or cause the Licensee's Guests to observe and conform to the Club's rules and regulations and in the event of any of them not complying therewith or otherwise misconducting themselves the Licensee and/or the Licensee's Guest shall upon the request of a Flag Officer or other authorised person, immediately leave the Club Area and/or may be prohibited by the Executive from coming within the Club Area for the purpose of exercising any rights otherwise granted by a Licence for such period as the Executive determines.

- 1.2.8. A Licensee shall not during the continuance of a Licence do permit or omit to do suffer any act or thing which may invalidate or prejudice the Pleasure Craft Policy effected by the Licensee or which may render any proceeds of the Pleasure Craft Policy irrecoverable.
- 1.2.9. In the event that a Licensee shall fail to keep or maintain a Pleasure Craft Policy pursuant to these Regulations then the Licensee shall be liable for any loss or damage suffered by any person as a result of any act or omission on the part of the Licensee or his employees, agents, independent contractors, invitees or licensees and shall indemnify and keep indemnified the Club against all liability in respect of any suits, proceedings, claims, demands, costs, expenses, losses, damages made or taken against the Club by any third party or which may be made against the Club by any third party (with a right in the Club to deduct and apply against that indemnity all or part of a Pen Deposit or Mooring Deposit).
- 1.2.10. A Licensee shall, within 24 hours of its occurrence, give to the Club written notice of any accident or event involving the Licensee or the Licensee's Guests which results in injury or death of any person or loss or damage to a boat or property of the Club or any other person within the Club Area.
- 1.2.11. Notwithstanding any provision of a Pen Licence to the contrary, in the event that any charge, duty or tax or any additional charge, duty or tax is imposed upon the Club during the term of any licence that was not imposed at the commencement of that term, which is referable to the Club providing accommodation of Club pens under a Pen Licence or like licence, then the expense of that charge, duty or tax or any additional charge, duty or tax shall be recoverable from the

Licensee and such other licensees proportionately (by reference to pen area) as an additional amount to the licence fee and such amount(s) shall be paid to the Club from time to time by the Licensee upon demand.

1.3. Ownership Details

1.3.1. At all times during the Term of a Licence, if a Licensee has not previously provided the same to the Club, the Licensee shall maintain registration of the Licensee's Boat, required by these Regulations, with the WA Department of Transport as a private recreational boat and shall, upon request by the Club, immediately provide the Club with copies of the papers of registration showing the measurements, registration and ownership of the Licensee's Boat corresponding with the details shown in the Licensee's current Licence. That ownership must be a beneficial ownership of a majority interest in the Licensee's Boat by:

1.3.1.1. (a) the Licensee; or

1.3.1.2. an entity in which the Licensee is the beneficial owner of a majority interest or the Mooring & Storage Committee is satisfied (in its absolute discretion) is an entity sufficiently controlled by the Licensee as to be akin to such majority ownership.

1.3.2. A Licensee shall give to the Club prompt written notice of any change of the boat (solely and beneficially owned by the Licensee or entity referred to in rule 1.3.1.2 which the Licensee desires to moor within or at the Licensee's Accommodation and of any change in the name, make, dimensions or other relevant particulars of the Licensee's Boat reasonably required by the Mooring and Storage Committee and shall notify the Club in writing immediately prior to any sale, transfer or entry into partnership or other change in the beneficial ownership of the Licensee's Boat or change in beneficial ownership or control of the entity owning the Licensee's Boat.

1.3.2.1. If a Licensee fails to notify the Club of a change in the boat, referred to in rule 1.3.1.1, to be moored within the Licensee's Accommodation or particulars of the

Licensee's Boat, as described in the preceding rule or any change in or encumbrance on the beneficial ownership of the Licensee's Boat or change in beneficial ownership or control of the entity referred to in rule 1.3.1.2; or

- 1.3.2.2. the Mooring & Storage Committee notifies the Licensee that it does not approve of any such change or encumbrance;

The Club may immediately determine the Licence of the Licensee.

- 1.3.3. A Licensee shall not without the prior approval in writing of the Club assign sub-let or part with possession or occupation of the Licensee's Accommodation nor dispose of any estate or interest in the Licensee's Accommodation nor mortgage charge or encumber the Licensee's Accommodation.
- 1.3.4. Notwithstanding the provisions of any Licence the Club reserves the right at any time and from time to time by written notice to a Licensee to substitute an alternative Licensee's Accommodation for any allotted to the Licensee under a Licence whereupon this licence shall apply to such substituted Licensee's Accommodation but so that a Licensee shall at all times during the term of a Licence be entitled to the use of a Club pen or mooring suitable for a vessel of the dimensions of the Licensee's Boat.
- 1.3.5. The rights under a Licence may be bequeathed by a Licensee to their spouse or de facto partner (as defined in the WA Interpretation Act as at 16 September 2005), provided that the Licence is current at the date of death and that the spouse or de facto partner is or becomes a Senior Member of the Club within two (2) months (or longer period approved by the Executive) of the date of death of the Licensee and that the person, upon being required to do so by the Club, enters into a fresh Licence in relation to the relevant Club pen or Club mooring. The term of the fresh Licence will be the balance of the Licence term previously held by the deceased Licensee (i.e. balance of the year) with provision for renewal of that fresh Licence in accordance with rule 1.7.2.

Temporary Occupation Rights

1.3.6. Only a Licensee under a Licence granted by the Club shall have any claim in respect of the Licensee's Accommodation or rights under this rule 1 (which are not transferable) provided however that the Club General Manager or Rear Commodore Mooring & Storage may from time to time grant temporary rights to a financial Senior Member of the Club in respect of a Club pen or mooring during any period when a Club pen or mooring is not the subject of a Licence, or the Licensee is not using the same for a period in excess of ten (10) consecutive days.

Any temporary Licence granted shall:

- 1.3.6.1. be upon and subject to this rule 1 of Regulations so far as they are not inconsistent with the temporary nature of the Licence;
- 1.3.6.2. subject to determination by the Club without notice although the Club General Manager shall endeavour to give as much written notice as is practicable;
- 1.3.6.3. be subject to determination by the temporary occupier by a period of notice specified in the grant; and
- 1.3.6.4. be subject to the temporary occupier supplying his own mooring ropes or being fully responsible for any damage to existing mooring ropes and to the temporary occupier indemnifying the Licensee for any breach of the Licensee's Licence by acts or omissions of the temporary occupier and guests.

Applications and Pen Changes

- 1.3.7. Only Senior Members may apply for accommodation of a boat in a Club pen or on a Club mooring.
- 1.3.8. All applications for accommodation of vessels (permanent or temporary) must be made to the Executive upon an Application for Accommodation Form (from time to time approved by the Executive) and be accompanied by the appropriate non-refundable application fee.

- 1.3.9. Any person applying for or who has been granted a Licence shall, upon written request from the Club, provide a Statutory Declaration as to the existence or non-existence of any of the matters or things provided for in this rule 1.
- 1.3.10.
- 1.3.10.1. Upon a Licensee being granted a Licence for a larger Club pen or Club mooring, at the Licensee's request, the Licensee shall be required to pay:
- 1.3.10.1.1. an additional annual Pen Fee or annual Mooring Fee calculated at the applicable rate from time to time applying for that larger Club pen or Club mooring for the balance of the Term (and any renewals); and
- 1.3.10.1.2. an additional Pen Deposit or Mooring Deposit in an amount equivalent to the difference between the relevant Pen Deposit or Mooring Deposit for the current Club pen or Club mooring vacated and that of the Club pen or Club mooring to be occupied.
- 1.3.10.2. In the application of rule 1.3.11.2 the amount of Pen Deposit or Mooring Deposit for the current Club pen or Club mooring vacated shall be deemed to refer to an amount equivalent to the greater of any Pen Deposit or Mooring Deposit (whether so called or otherwise described as an upfront payment for a Licence) previously paid by the Licensee for any Club pen or Club mooring but reduced by any amount of that payment that has been applied or refunded by the Club in accordance with the relevant Licence or this rule 1 (or any like predecessor rule).
- 1.3.11. In the event that a Licensee is on substitution allocated a smaller Club pen or Club mooring OR, other than at the licensee's request, allocated a larger Club pen or Club mooring, than that the subject of his Licence, there will be no adjustment to the ingoing amount and the balance of the Licence Deposit of that Licensee will remain as a deposit for the new Club pen or Club mooring under the Licence.
- 1.3.12. In the event that a Licensee's Boat will not be in the Licensee's Accommodation for a period exceeding ten (10) consecutive days the Licensee shall notify the

Club General Manager in writing whereupon (or in default of notice and without limiting the Club's rights for default) the Club General Manager may grant a temporary licence for occupancy of the Licensee's Accommodation during the period it is vacant.

- 1.3.13. In the event of a Licensee notifying the Mooring and Storage Committee of an intent to purchase or build or have built a new vessel which is not suitable for the Licensee's Club pen or Club mooring then the Licence for that pen or mooring will determine at the time Licensee's Boat vacates that pen or mooring, if not having earlier expired or been determined, and the Licensee's name will, upon the Licensee's prior written request, be placed upon a corresponding pen or mooring waiting list with a priority date of the date that that Licensee was entered on the pen or mooring waiting list before being granted a corresponding licence for a pen or mooring by the Club with that Licensee then being subject to the relevant application and renewal provisions of this rule 1 and any relevant pen or mooring application policy established by the Executive from time to time.

Licensees should be aware that suitable Accommodation cannot always be provided and members should liaise with the Rear Commodore Mooring and Storage before proceeding to acquire a larger boat.

1.4. Maintenance and Use of Club Property

- 1.4.1. A Licensee shall immediately notify the Club of any damage or lack of repair to the Licensee's Accommodation or any other property of the Club and be responsible for and shall indemnify or keep indemnified for and forthwith pay to the Club on demand the Club for the cost of repairing all damage and injury of every description to a Licensee's Accommodation or other property of the Club arising from the use of the Licensee's Boat or the exercise of the rights granted by a Licence or damage resulting from a failure of the Licensee to notify damage or lack of repair (with the right in the Club to deduct and apply against that indemnity all or part of a Pen Deposit or Mooring Deposit).

- 1.4.2. A Licensee shall take all necessary precautions against the outbreak of fire in or upon the Licensee's Boat and the Licensee shall observe all statutory and local regulations and in particular whilst the boat is within the Club Area the Licensee shall not fuel the Licensee's Boat:
- 1.4.2.1. other than at and from the fuelling facility jetty in the Club Area designated by the Mooring and Storage Committee;
 - 1.4.2.2. while any flammable substance is in the vicinity;
 - 1.4.2.3. while any person has any naked flame, live electrical circuit or ignited cigarette or other substance in the vicinity;
 - 1.4.2.4. while any electrical circuit on or connected to the Licensee's Boat is live;
 - 1.4.2.5. while any motor or associated with the Licensee's Boat is running; or
 - 1.4.2.6. while the motor on another vessel in close proximity to the fuel pumps, is running.
- 1.4.3. A Licensee will use its best endeavours to prevent the spillage or leakage of oil grease or fuel or sullage (from bilge or holding tanks) on to any part of the Club Area and a Licensee shall do all things necessary to prevent and not to do or permit or suffer to be done anything likely to cause contamination of the waters of the Swan River by waste, matter and other pollutants arising from use of the Licensee's Boat or the exercise of the rights granted under a Licence AND without limiting the generality of the Licensee's obligations under this rule to dispose of waste (solid and liquid) and other pollutants from the Licensee's Boat at a place and in manner required or approved from time to time by the Mooring and Storage Committee AND if contrary to the covenants by the Licensee contained in this rule waste matter or other pollutants escape into the water of the Swan River or Club Area then, without prejudice to any other right or remedy of the Club, the Licensee shall clear the waters of the Swan River or Club Area and shall otherwise minimise and neutralise the effect of the escape and shall indemnify and keep indemnified the Club for and forthwith pay

to the Club on demand the cost to the Club of any breach or remedy any of such breach (with the right in the Club to deduct and apply against that indemnity all or part of a Pen Deposit or Mooring Deposit).

- 1.4.4. A Licensee shall moor the Licensee's Boat within a Club pen or upon a Club mooring in the manner specified in the these Regulations and shall keep and maintain the Licensee's Boat in good and safe repair AND in the event of the Licensee failing to so moor or maintain the Licensee's Boat and in any event for the purpose of maintaining and repairing the Licensee's Accommodation the Club, its Flag Officers, their servants, agents or independent contractors may board the Licensee's Boat at any time with all necessary materials and appliances to inspect the same and execute all or any repairs to the Licensee's Boat (but without obligation to do so) or Licensee's Accommodation as are necessary to put it in a safe state of repair and shall indemnify and keep indemnified the Club for and forthwith pay to the Club on demand the cost to the Club of any breach or any remedy of such breach (with the right in the Club to deduct and apply against that indemnity all or part of a Pen Deposit or Mooring Deposit).
- 1.4.5. No rubbish, waste, cartons, boxes, containers, produce, or accumulation of useless property (from time to time identified specifically or generally by the Mooring and Storage Committee) shall be allowed by the Licensee upon a Licensee's Boat nor upon any part of the Club area except in areas which may from time to time be designated for the purpose by the Mooring and Storage Committee.
- 1.4.6. A Licensee shall not nor permit the Licensee's Guests to leave any property whatever on the jetties or other areas of the Club Area except in areas designated by the Mooring and Storage Committee from time to time for storage of property of a designated description nor permit a Licensee's Boat or mooring lines to obstruct the waterways or jetties of the Club Area or prevent or restrict the passage of other boats, the fuelling of other boats at the fuelling facility, the use of the sullage waste system by other boats or the embarkation or disembarkation

of passengers, their luggage or supplies to or from boats within the Club Area otherwise than as and in accordance with directions of the Mooring and Storage Committee (as displayed by notices within the Club Area from time to time authorised by that Committee.)

- 1.4.7. A Licensee shall not, without the permission of the Mooring and Storage Committee at any time during the Term of a Licence undertake or permit to be undertaken at the Licensee's Mooring or within the Club Area any repair work on the Licensee's Boat other than routine maintenance or repair and shall not, in any event, carry out any grinding of metal or any spray painting within the Club Area.
- 1.4.8. A Licensee may, with the approval in writing of the Mooring and Storage Committee, install a boarding plank or ladder to assist in embarkation and disembarkation to the Licensees Boat provided that it does not protrude or interfere with the clear right of passageway of others using the jetties or waterways adjacent to the Licensee's Accommodation.
- 1.4.9. Persons are allowed to reside on a vessel berthed in the Marina in compliance with the Swan River Trust Regulations.
- 1.4.10. Vessels shall not be moored in the Club Area unless moored or in accordance with these Regulations unless otherwise temporarily approved specifically by the Commodore, Rear Commodore Mooring and Storage or the Club Manager.
- 1.4.11. A Licensee is fully responsible for the security of a vessel in the Licensee's Accommodation including regular inspection of the Licensee's Accommodation to ensure such items as ring bolt nuts and shackles are safely seized (wired) and that all mooring equipment is maintained in good condition.
- 1.4.12. All vessels must be located within the limits of the Licensee's Accommodation unless otherwise pre-approved in writing by Mooring and Storage Committee.

- 1.4.13. In Club pens, all vessels must, at the cost of the Licensee, be tied at least fore and aft with stern cross-over ropes and using weights and/or tension rubbers to act as springs pre-approved in writing by Mooring and Storage Committee.
- 1.4.14. A Licensee may install, in each Club pen, ropes forming a bridle on running guidelines from forward ringbolts to rear ringbolts.
- 1.4.15. While a Licensee's Boat is not in the Club pen the Licensee shall ensure that mooring ropes are not left on jetties or trailing in water. The ropes are to be attached to fastenings on jetty, pile or catwalks.
- 1.4.16. In Club pens or on swing moorings additional anchors may be used provided they in no way impede right of way of other vessels.
- 1.4.17. Spliced ropes of correct proportions pre-approved in writing by the Mooring and Storage Committee, must be used so that a vessel is moored within a Licensee's Accommodation.
- 1.4.18. All ropes and shackles used to moor the Licensee's Boat shall be of sufficient strength and be maintained in good and serviceable condition at all times protected from chaffing.
- 1.4.19. Mooring ropes and shackles considered unfit for further use by Mooring and Storage Committee (or person authorised by them) if not forthwith replaced by the Licensee, after notice from the Mooring and Storage Committee or authorised person, may be replaced at the discretion of the Mooring and Storage Committee and shall indemnify and keep indemnified the Club for and forthwith pay to the Club on demand the cost to the Club of any breach or any remedy of such breach (with the right in the Club to deduct and apply against that indemnity all or part of a Pen Deposit or Mooring Deposit).
- 1.4.20. Whilst swing moorings are to be serviced and maintained by the Club, the Licensee will be responsible for any damage caused by any negligence or neglect (including failure to notify the Club of damage or lack of repair pursuant to rule 1.4.1).

1.4.21. No apparatus (electrical, structural or mechanical) shall be installed by a Licensee without the prior written approval of the Mooring and Storage Committee and any approval (current or future) shall be subject to the installation being completed within three (3) months of the ratification of this rule by the Executive or of the approval (whichever be the later).

1.4.22. A Licensee shall pay to the Club from time to time such amount as the Club demands for electricity reasonably determined by the Club to have been consumed by the Licensee from any electricity outlet that may be provided by the Club for a Licensee's Accommodation.

1.5. Club's Responsibility

1.5.1. The Club does not expressly or impliedly warrant that the Licensee's Accommodation, the waterways, jetties or other facilities of the Club Area are now or will remain suitable or adequate for all or any of the purposes of a Licensee and all warranties as to suitability and adequacy of a Club pen or Club mooring or other facilities within the Club Area, express or implied by law, are hereby expressly negated save to the extent that an obligation is imposed on the Club which cannot, by law, be excluded.

1.5.2. The Club shall not be liable to a Licensee for any personal injury or any damage or loss to property whatsoever which may occur or be sustained.

1.5.2.1. to or by a Licensee or any of the Licensee's Guests or any other person in or about the Club Area; or

1.5.2.2. to or by any vessels in or entering or leaving the Club Area;

arising out of the use of the Licensee's Boat or the exercise of the rights granted under this Licence.

1.5.3. The Club shall not in any way be responsible for any loss resulting from the theft of a Licensee's Boat or of any of the parts equipment or contents of a Licensee's Boat or any vehicle or other property of a Licensee or Licensee's Guest on a Licensee's Boat or within the Club Area.

1.6. Termination or Determination of a Licence

- 1.6.1. If an annual Pen Fee, or annual Mooring Fee is not paid on the due date (whether formally demanded or not) or in the event of breach or non-observance of any of the other conditions or stipulations on the Licensee's part contained in a Licence or rule 1 of these Regulations and such breach or non-observance is not remedied by the Licensee within 48 hours of written notice to the Licensee to remedy the same THEN in any such case the Club may determine the Licence.
- 1.6.2. Notwithstanding anything to the contrary contained in a Licence or these Regulations a Licence shall forthwith terminate upon the termination of the River Bed Lease, the Jetty Licence or Lease of the Club Area held by the Club and furthermore nothing herein contained shall in any way inhibit or restrict the right of the Minister or any person authorised by each of them respectively from the proper exercise of their powers and responsibilities pursuant to the River Bed Lease and the Jetty Licence.
- 1.6.3.
- 1.6.3.1. Upon the expiration of the Term of a Licence or any earlier determination of a Licence, if the Licensee fails to remove the Licensee's Boat from the Club Area, or if in the opinion of the Mooring and Storage Committee (or its delegated member or officer or employee of the Club) the mooring of a Licensee's Boat in a Licensee's Accommodation is unsafe the Club by its officers, servants, agents or independent contractors ("the Club's Representatives") may at any time thereafter board, enter and remove a Licensee's Boat to any part of or from the Club Area to any jetty, mooring or other place that the Executive or the Club's Representatives deem appropriate (whether within or outside the Club Area).
- 1.6.3.2. In so boarding entering and removing a Licensee's Boat (and in boarding and entering for the purposes set out in rule 1.4.4) the Club's Representatives are hereby authorised to so act as the agent of the Licensee and to break and use such force and do all things as reasonably necessary without incurring any liability for any damage to the Licensee's Boat or other property occasioned thereby.

- 1.6.3.3. **The Licensee** shall forthwith pay to the Club upon demand the Club's cost of labour and materials of so entering and removing the Licensee's Boat, making it reasonably secure and in providing or securing the jetty, mooring or other place for it to be moored (with the right in the Club to deduct and apply against that indemnity all or part of a Pen Deposit or Mooring Deposit).
- 1.6.3.4. Save to extent that any obligation is imposed on the Club or the Club's Representatives which cannot, by law, be excluded neither the Club nor the Club's Representatives shall be liable to a Licensee for any damage to the Licensee's Boat or other property of a Licensee in the course of the Club exercising its rights under rule 1.6.3 or in removing a Licensee's Boat from the Licensee's Accommodation and/or the Club Area and while it is moored at such jetty, mooring or other place.
- 1.6.4. Upon expiration of the Term of Licence or any earlier determination of a Licence all rights to and property in all parts of the Licensee's Accommodation at that date shall belong to the Club with no right in the Licensee to remove any part thereof.
- 1.6.5. Upon the expiration of Term of a Licence, so long as the Licensee's Boat remains within the Club Area, a Licensee's Licence shall (unless and until renewed by a written renewal notice signed on behalf of the Club and accepted by the Licensee) continue as a licence from day to day determinable by the Club either giving notice to the Licensee or by the removal of the Licensee's Boat from the Club Area pursuant to rule 1.6.3 and with a daily licence fee payable by the Licensee (based on the greater of the then current annual Pen Fee or annual Mooring Fee for the Licensee's Accommodation or temporary fee rate for the Licensee's Accommodation from time to time set by the Executive) in advance for each day that the Licensee's Boat remains in the Club Area (whether in the Licensee's Accommodation or elsewhere).

1.7. Term of Licence

1.7.1. A Licensee shall have the sole right to moor the Licensee's Boat (or other boat approved by the Executive in accordance with rules 1.3.2 and 1.3.3) at or within a Licensee's Accommodation only during the Term.

1.7.2. So long as a Licensee has remedied, within 48 hours of written notice, any breach or non-observance of the conditions or stipulations of a Licence and the Licensee, during the Term and each successive renewal of the Term:

1.7.2.1. has, having regard to the criteria from time to time published by the Executive, satisfied the Executive, after considering a recommendation by the Mooring and Storage Committee, that the Licensee has been an active user of Club facilities, actively benefited the Club and/or been actively involved in Club events;

1.7.2.2. is a financial Senior Member:

1.7.2.2.1. within a classification set out hereunder; or

1.7.2.2.2. within a classification later determined by resolution of the Executive ratified by a resolution of a general meeting of members of the Club;

exempt from the requirement of satisfying the Mooring and Storage Committee as to level of the current participation by reason of level of past participation or service of that class;

the Club shall renew the Licence of the Licensee for the Licensee's Accommodation for a period of 12 months from the 1st July next following at the annual Pen Fee or annual Mooring Fee for the Licensee's Accommodation, upon the same terms and conditions (including this right of renewal) as provided in the Licence as modified by these Regulations.

Exempt Classification:

A financial Senior Member who has been Commodore and served upon the Executive for a period of at least five (5) years but with the exemption under rule 1.7.2.2:

(i) for a past Commodore at 1 April 2010, being limited to a period expiring five (5) years from that date; and

(ii) for a Commodore at or appointed after 1 April 2010, being limited to a period expiring five (5) years from the date that member completes service as an active Commodore.

OtherExemptPersons: Nil (post January 2005)

1.7.3. Renewal of a Licence (and subsequent renewals thereof) shall be effected by:

1.7.3.1. the Club serving upon a Licensee at his address (herein or changed address notified to the Club in writing) a Notice of Renewal signed on behalf of the Club; and

1.7.3.2. the Licensee accepting the renewal by paying to the Club, prior to the 30th June of the year of the renewal notice (or accompanying invoice), the relevant annual Pen Fee or annual Mooring Fee.

1.7.4. If a Licence is renewed in accordance with rule 1.7.3 both parties shall be bound by the terms and conditions set out in the Licence as modified by these Regulations and in the renewal notice for the new 12 month term and if not so renewed the provisions of rules 1.6.3, 1.6.4 and 1.6.5 shall apply.

1.7.5. The expiration or earlier determination of a Licence shall not extinguish any rights and obligations of a Licensee or the Club, which may have accrued prior to the date of such determination.