



## SCHEDULE TO RULES OF PADDLE CRAFT STORAGE

SWAN CANOE CLUB (INC) DETAILS			
Address:	16 Johnson Parade MOSMAN PARK WA 6012		
Telephone:	0411 302 500	Email:	<a href="mailto:admin@swanclub.org.au">admin@swanclub.org.au</a>
Website:	<a href="https://swan.paddle.org.au/">https://swan.paddle.org.au/</a>		
HIRER DETAILS			
Member Name:			
Address:			
Telephone:		Email:	
HIRE DETAILS			
Hire Start Date:		Hire End Date:	
Boat Officer:			
HIRE FEES			
Hire Fee [per year]:			
If the Club offers to hire a Bay to You then You agree to hire the Bay upon the rules of paddle craft storage attached to this schedule. You agree that all information in this schedule is correct.			
Your signature:		Signed for and on behalf of the Club by:	
Signed: _____		Signed: _____	
Name: _____		Name: _____	
Date: _____		Position: _____	
		Date: _____	

### Rules of Paddle Craft Storage

#### 1. Introductory Matters

- 1.1 The Club makes Bays available for hire by Members.
- 1.2 If the Club offers to hire a Bay to You then by accepting the offer You acknowledge and agree that You have read and understood these rules and that they are binding upon You (regardless of whether You or the Club have signed the schedule).

#### 2. Definitions and Interpretation

##### 2.1 Definitions

- (i) **Bay** means a paddle craft storage bay.
- (ii) **Boat Officer** means the person appointed by the Committee to oversee the allocation and management of Bays.
- (iii) **Club** means Swan Canoe Club (Inc).
- (iv) **Club House** means the Club's premises at 17 Johnston Parade, Mosman Park, Western Australia.
- (v) **Committee** means the Club's management committee.
- (vi) **Facilities** means the facilities and amenities at the Club House.
- (vii) **Hire End Date** means the end date specified in the schedule as may be extended under these rules
- (viii) **Hire Fee** means the hire fee specified in the schedule.
- (ix) **Hire Principles** means the principles that apply to the allocation and management of Bays as set out in rule 4.
- (x) **Hire Start Date** means the start date specified in the schedule and where the context requires includes the date upon which Your agreement to be bound by these rules is renewed.
- (xi) **Member** means a member of the Club.
- (xii) **New Boat Shed** means the boat shed at the western (riverbank) end of the Club House.
- (xiii) **Old Boat Shed** means the boat shed at the eastern (riverside) end of the Club House.
- (xiv) **Regular Paddler** means a Member who on average paddles from the Club House at least twice a month provided that a person shall not cease to be a Regular Paddler if they have been unable to meet these requirements with good cause (including for example where the Member has been injured or on vacation or s/he or a family member has been ill).
- (xv) **You and Your** means the Member named in the schedule.

##### 2.2 Interpretation

Reference in these rules to:

- (i) The singular includes the plural;
- (ii) A party is to You and/or the Club as applicable;
- (iii) Rules or schedules are to the rules or schedules in this document.

#### 3. Boat Officer

- 3.1 The Committee shall appoint a Boat Officer to oversee the allocation and management of Bays.
- 3.2 The Boat Officer may (but does not have to) be a Committee member.
- 3.3 The Boat Officer shall allocate and manage Bays in accordance with the Hire Principles.
- 3.4 Any dispute between You and the Boat Officer may be referred to the Committee for resolution.

- 3.5 The Committee's decision in respect of a dispute referred to it under rule 3.4 will be final and binding.

#### 4. Hire Principles

- 4.1 Bays are reserved for Regular Paddlers.
- 4.2 In allocating Bays the Boat Officer shall have regard to the following:
  - (i) The Old Boat Shed will be primarily reserved for storage of shorter paddle craft, being craft to a maximum length of 5.2m (17ft);
  - (ii) The New Boat Shed will be primarily reserved for storage of longer paddle craft, being craft over 5.2m (17ft) in length;
  - (iii) Lower racks will be primarily reserved for storage of heavier paddle craft, being craft over 15kg in weight.
- 4.3 One bay only may be allocated in respect of an individual membership.
- 4.4 Up to two Bays may be allocated in respect of a family membership.
5. **Your Obligations**
- 5.1 If You cease to be a Member for any reason (including if Your membership expires and is not renewed within 30 days of expiry) then You must immediately remove Your paddle craft from the Club House.
- 5.2 If it should become apparent that You are not a Regular Paddler then the Boat Officer may request You to remove Your paddle craft from the Club House.
- 5.3 In order to maintain compliance with the Hire Principles the Boat Officer may at any time ask You to relocate Your paddle craft to another Bay.
- 5.4 You must comply with all reasonable directions given by the Boat Officer in respect of the storage of Your paddle craft (including any direction to permanently or temporarily move Your paddle craft to a different Bay).
- 5.5 You grant permission to the Boat Officer to relocate or arrange for the relocation of Your paddle craft to another Bay if You have not complied within 7 days with any direction given under rule 5.3

#### 6. Renewal and Holding Over

- 6.1 You will be invited to renew Your agreement to be bound by these rules annually with your invitation to renew your Club membership.
- 6.2 If You continue to store Your paddle craft in the Bay after the Hire End Date without having renewed Your membership and/or Your agreement to be bound by these rules then You will hire the Bay as tenant at will, terminable on 30 days' notice, for the Hire Fee, and otherwise subject to these rules.

#### 7. Rates and Payment

- 7.1 You agree to pay the Hire Fee to the Club.
- 7.2 You must pay the Hire Fee to the Club prior to or on commencement of the Hire Start Date unless otherwise stated on the Club's tax invoice.
- 7.3 You must fully pay all tax Invoices within the period stated in the invoice.

#### 8. Use of Bay

- 8.1 You agree:
  - (i) Not to allow any other person to use Your Bay without the express permission of the Club;
  - (ii) To comply with all Club rules relating to the use of Your Bay, the Facilities and the Club House generally;
  - (iii) To operate, maintain, store and transport Your paddle craft with due care and diligence;
  - (iv) To only use Your Bay for its intended purpose and in accordance with any instructions or guidance given by the Boat Officer;



- (v) To take all reasonable precautions to avoid loss or damage to the Bays, the Facilities, the Club House and other paddle craft stored at the Club House;
- (vi) Not to change, alter, obscure, or remove any insignia, lettering, number or name on any Bay;
- (vii) Not to modify Your Bay in any way nor permit anyone to do so;
- (viii) To display on Your paddle craft a label, in a position that is clearly visible whilst the craft is in Your Bay, which includes Your name and contact details.
- 8.2 Your rights to use Your Bay are as hire only.
- 9. Loss or Damage**
- 9.1 You acknowledge and agree that:
- (i) You store Your paddle craft at the Club House at Your own risk;
- (ii) The Club's policies of insurance do not extend to cover Your paddle craft.
- 9.2 You agree that You are responsible and will reimburse the Club for all loss, expense or damage incurred by the Club in respect of the Bays, Facilities, Club House or other paddle craft stored at the Club House arising from:
- (i) A breach by You of any Club rules;
- (ii) Your misuse; abuse; willful and/or malicious acts in relation to; or negligent and/or reckless use of Your Bay;
- (iii) Your failure to comply with instructions given by the Boat Officer in respect of the proper use of Your Bay.
- 10. Indemnity**
- 10.1 You assume all risk and liability for all loss, damage or injuries to or deaths of persons or property arising from Your use of Your Bay including all injury, loss or damage suffered by the Club, its members, officers, employees and contractors and You release, indemnify and hold harmless the Club from all such liability.
- 10.2 To the full extent permitted by law the Club disclaims all liability for and does not give any warranties to You as to the condition or suitability of Your Bay for storage of Your paddle craft.
- 11. Termination and Default**
- 11.1 If You breach any rule then the Club may, without prejudice to any other remedy available to it:
- (i) Require You to remove Your paddle craft from the Club House;
- (ii) Require immediate payment of all fees and moneys You owe to the Club;
- (iii) Charge You for all costs (including legal costs on a full indemnity basis) incurred by the Club to enforce compliance with these rules;
- (iv) Charge You for the cost of repairing any damage or destruction to any Bays or Facilities, the Club House or other paddle craft stored at the Club House caused or contributed to by Your breach;
- (v) Charge You for subsequent lost hire charges as a result of any Bays being damaged or destroyed until they are repaired or replaced and available for hire.
- 12. Assignment**  
Your right to hire a Bay is personal to You and may not be assigned.
- 13. Notice**  
A notice is deemed duly served if in writing and sent to the address in the schedule for the addressee by certified mail, personal delivery or email (provided there is proof of delivery of the email).
- 14. Personal information**
- 14.1 You must provide any information reasonably requested by the Club in order to make a Bay available for hire by You, including the details of the Private Craft stickers and affixing this sticker to your craft.
- 14.2 The Club may use and disclose any information so provided to:
- (i) Supply a Bay;
- (ii) Fulfill its obligations under these rules.
- 15. Miscellaneous**
- 15.1 Severance**  
If a rule is wholly or partly invalid, illegal, unenforceable, void or voidable, the other rules must be construed as if that rule had been severed and You remain bound by the rules remaining after severance.
- 15.2 Variation**  
The Club may modify or amend these rules at any time, but such modification or amendment will not bind a Member who already hires a Bay until s/he has renewed the agreement to be bound by these rules.
- 15.3 Waiver**  
No waiver or relaxation of any rule is valid or binding on the Club unless made in writing and signed by it and any such waiver or relaxation applies to the particular occasion in question, is not continuing and is not a waiver or relaxation of any other rule.
- 15.4 Rights and remedies reserved**  
All rights and remedies expressly reserved to the Club herein are without prejudice to any other right or remedy available.
- 15.5 Sole Agreement**  
These rules constitute the entire agreement between You and the Club and supersede and cancel any other agreement. You acknowledge that no inducement, representation or condition not set forth in these rules has been made to or relied upon by You.
- 15.6 Governing Law**  
These rules are governed by the law in force in Western Australia and You submit to the Courts of that jurisdiction.