

## **Boat Racking Terms & Conditions**

The following shall apply to all existing and future Boat Racking allocated to the privately owned members of Lymington Rowing Club.

- 1. The racking of privately-owned boats on Club premises is a privilege, not a right, of Club Membership, and the allocation and subsequent continuing retention by any member of a particular Rack remains at the discretion of the Club Committee, through the Captain.
- 2. The allocation and continued retention of all such Racks is permitted ONLY to fully paid-up club members (Not including non-rowing members)
- 3. Applications for racking space are to be made to the Committee, via the Captain. The committee MAY reduce the fee if the boat is to be widely available for the use of other club members.
- 4. A rack will normally be applied for and allocated for one year. Any variation on this is to be discussed between the owner and the committee, and will be charged on a pro-rota basis.
- 5. Any Club Members who have not paid their Racking Fees for the current year (including any previously-outstanding balance), AND their annual Club Membership Subscription, by 31 March of any year (or agreed a payment plan with the Captain), shall immediately become liable to forfeit the use of any Club Rack, and the Committee is empowered to either have their boat(s) relocated elsewhere on the Club's premises, at the entire risk and responsibility of the owner(s), or to request that those Club Members remove their boat(s) from Club premises.
- 6. Club Members who store privately-owned boats on Club premises on any basis whatsoever do so entirely at their own risk and responsibility, and are strongly urged to take out their own Insurance Policy for Loss or Damage to their property however and by whosoever caused.
- 7. The allocation of a Rack does not convey any right or entitlement to the use of that Rack exclusively and specifically, and a Club Member may find that his/her boat has been re-located for any one of a variety of reasons, including but not limited to, for example, where it is seen to be used infrequently, or where re-location may be seen to benefit more than one Club Member (e.g. swapping a higher for a lower rack). When this occurs, or is to occur, the Captain will use his/her best endeavours to give prior notice, but shall be under no obligation to do so.

- 8. In exceptional circumstances (e.g. the Club buys a new boat) the club may ask an owner to remove their boat from the club entirely. In this case, the owner would be given as much notice as possible and refunded part of their racking fee on a pro-rota basis.
- 9. One Club Member's permission to use a Rack is not transferable to another. Any Club Member purchasing a boat already being stored on a Club Rack MUST have applied for and been allocated a Rack in accordance with the procedure prescribed above prior to being permitted to store that boat on Club premises, in the absence of which the new owner of the boat will be asked to remove it from Club premises until a suitable Rack can be allocated.
- 10. Any Club Member with his/her boat already stored on a Club Rack must notify the Racking Administrator
  - (a) if and when that boat is advertised for sale or hire (or any other arrangement), and, in the case of the former, what the intention is as to a replacement, and
  - (b) as soon as the boat is sold/hired/etc.,

so that appropriate adjustments can be made in the Club's racking records.

- 11. NO privately-owned boat of any kind is permitted to be brought onto and stored anywhere on Club premises in any circumstances, even temporarily, unless and until a Rack has been allocated specifically to the owning, or prospective owning, full Club Member in accordance with these Terms and Conditions, EXCEPT on a most exceptional basis for a maximum of five days and subject to the prior and express agreement of the Club Captain. Any boat brought onto and left on Club premises without such prior agreement will be subject to removal off-site at the owner's sole risk and responsibility.
- 12. It is the Club Committee's intention in allocating a proportion of its boat storage Racks for privately-owned boats that such allocation should be only for those which are used on a regular basis. It is not the intention that they be used for indefinite/long-term storage. Any Club Member whose boat is not used for a long period and who does not make alternative storage arrangements will become liable to being requested by the Club Committee to remove his/her boat from Club premises or dispose of it in some other way.
- 13. Racking fees will be set at the AGM for the following year, and can't be altered at any other time.