

Terms of Agreement

1. From date of agreement until removal of boat from Club premises.
2. The Club agrees to allow the member to store the boat and fittings on the club premises upon payment of the annual storage fee. Upon cessation of membership, this agreement shall also lapse and the boat shall be removed from the club immediately.
3. The storage fee is payable at the beginning of the Club financial year, that is, on 1 September each year or at the time the boat is first stored at the club. The storage fee is not refundable and not transferable in the event the boat is sold or removed from the Club premises before the end of the financial year unless such refund or transfer is approved by the General Committee.
4. The General Committee reserves the right to review all boat storage agreements and may terminate the storage agreement and remove the boat from the Club premises if the boat has not raced:
 - (a) regularly in the club season
 - (b) in at least five races between the start of the season and 31 December. Should the club terminate the agreement, it shall make fair and reasonable efforts to contact the member and shall provide a minimum of 28 days for the member to remove the boat from the club.
5. If the boat remains at the Club after 1 September in any year, then the member is deemed to have agreed to pay the annual membership and storage fees for the boat for the upcoming year and agrees to be bound by these terms and conditions.
6. The annual storage fee is updated from time to time by the General Committee. Any updates to fees shall apply from the commencement of the next season. A schedule of the fees can be obtained from the Club Office or at www.altonayachtclub.org.au.
7. The Club will not be liable for any loss or damage to the boat or fittings while stored at the Club or elsewhere. The boat is stored fully at the owner's own risk.
8. Should the storage fee remain unpaid for a period of 2 months, then the Club is authorised to sell or otherwise dispose of the boat and fittings and deduct from the proceeds any amount owing to the Club for storage fees and any costs associated with removal, storage and sale of the boat and fittings. The mode of sale and/or disposal shall be fully at the discretion of the Committee, however shall generally comprise the display of an advertisement on the club noticeboard for a period of 14 days. At the conclusion of this period, the boat will be offered to the highest bidding party. If no offer is received within 14 days then the Club may dispose of the goods in any manner it sees fit. Prior to offering the boat and fittings for sale, the club shall make fair and reasonable efforts to contact the member to alert them of the pending disposal/sale.
9. Fair and Reasonable efforts to contact the member shall comprise the issue of formal notification via registered mail to the above provided address. Following the lapse of a 14 day period from the date of this correspondence, the club may dispose of the boat and fittings. At its full discretion, the club may also choose to provide supplementary notification in the form of email and/or telephone notification.
10. Payment of storage fees entitles the member to occupy only one storage space as directed by the General Committee. Launching dollies shall be co-located with the boat in the space allocated.

Should this not be possible, trollies shall be stored in nominated areas following the payment of associated supplementary trolley storage fees

11. Any trailers or dollies left on club premises and not in the allocated space will be removed and left outside the Club premises and the Club will not be liable for any loss or damage as a result.

12. Members should advise the Committee if other persons (only AYC members) are authorised to use the boat or fittings.

13. The member should mark any boat or fittings left on the Club premises to allow easy identification.

14. The terms of the agreement may be altered from time to time by the General Committee and will become effective once notified on the Club Notice Board in the Club premises. If a member does not accept the amended terms as notified, they will remove their boat and fittings from the Club within 7 days (and notify the Club Office or General Committee in writing). No refunds shall be provided.