

Marlow Rowing Club

BOAT RACKING BYLAWS/TERMS AND CONDITIONS

This is the MRC Racking Policy & Terms and Conditions and are binding on members from (2013) as a byelaw of the club under Article 61.

- 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 Trustees, through the Club's Racking Administrator.
- 2.** The allocation and continued retention of all such Racks is permitted **ONLY** to fully paid-up FULL Club Members, namely, Category 'A' (including designated Coaches), 'B', 'G', and 'H' Members
- 3.** Only one Single Sculling Rack is permitted per full Club Member. For clarification going forward, allocation of such a Rack is deemed to permit the storage of one Single Sculling Boat plus ONE set of Sculling Blades, with any extra sets of Blades being subject to an additional annual storage charge. Also, and by arrangement, one Double/Pair Rack may be allocated, on a similar basis, for the storage of such a boat owned by one or more full Club Members, who shall be jointly and severally responsible for the payment of the relevant Racking Fees.
- 4.** No rack will be offered to any Club Member unless and until a properly completed online Rack Application Form, accompanied by a registration fee of £30.00, has been submitted. This payment constitutes a registration fee and confers no benefit; it shall not be refundable in the event of a Club Member withdrawing his/her Application. The full pro-rated racking fee shall become payable immediately upon the acceptance by a qualifying Club Member of an offer of a Rack.
- 5.** In the event of no Rack being available at the time of submission of the above-mentioned Application Form, the Club Member's name will be placed on a Waiting List and they will be notified when a suitable Rack becomes available. Two conditions of any Club Member's name remaining on the Racking Waiting List are that he/she (a) maintains their FULL Club Membership status, and (b) pays their Annual Membership Subscription for each subsequent year within the time-frame prescribed by the Club Trustees, but in any event no later than 31st October of any year, failing which their name will be removed from the Waiting List, whereafter re-instatement will only occur, at the discretion of the Club Trustees and at the bottom of the Waiting List, once the appropriate Annual Membership Subscription has been received.
- 6.** 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 31st October of any year, 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.

7. 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 required to take out their own Insurance Policy for Loss or Damage to their property however and by whomsoever caused at a minimum level for third party cover of £1,000,000. Such policy to be shown to the racking administrator on request.

8. ALL privately-owned Boats stored on the Club's racks **MUST** be fully paid up (including payment of the applicable Environment Agency fee. The fee may either be paid as part of the racking fee or independently. If paid independently you must tell the racking administrator.

9. 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), or in the interests of overall expediency. When this occurs, or is to occur, the Racking Administrator will use his/her best endeavors to give prior notice but shall be under no obligation to do so. In particular during club refurbishment some or all boats may be moved offsite or racking withdrawn (reasonable refunds will be offered at the Trustees sole discretion).

10. 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.

11. 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 the club's records can be updated.

12. 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 or, in the event of his non-availability, the Club Chairman or the Racking Administrator. 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.

13. It is the Club Trustees 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. Club racking shall not be used for indefinite/long-term storage: Club Members must, without being prompted, to make alternative arrangements for the storage of their boat, under advice to the Racking Administrator, to free up scarce Racking space for a more active Club Member on the Racking Waiting List. Any Club Member whose boat is not used for a long period and who does not make such alternative arrangements will become liable to being requested by the Club Trustees to remove their boat from Club premises or dispose of it in some other way.

THE TRUSTEES – v4 effective 14 Mar 2023

Marlow Rowing Club (Reg. in England as a Charity No. 1148327 & Company Ltd. by Guarantee No. 7954383) reg. at Marlow Rowing Club, Marlow Bridge Lane, Marlow, SL7 1RH