

Marlow Rowing Club

BOAT RACKING BYLAWS/TERMS AND CONDITIONS

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

Updated and approved September 2026.

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.
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. 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.
7. The MAR EA registration is only available to those who have an approved racking space at the club and have paid the appropriate dues. If the boat subsequently leaves site, the MAR number must be removed and the owner becomes liable for EA registration

8. 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).

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 the club's records can be updated.

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 or, in the event of their 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 cost, risk and responsibility. Any such boat will not be eligible for a racking space at the club at any subsequent time hence.

12. 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. Regular usage is defined as a minimum of 120 Km per subscription year. The boat's owner is required to keep a record of the mileage and be able to produce this when requested by the Club's Racking Administrator or other appropriate club officer.

13. Annual or monthly racking fees are payable in advance. If any racking or membership fees remain unpaid for more than **three (3) months** past the due date, the Club reserves the right to suspend the member's racking privileges and restrict the boat from being launched or removed from the premises. The Club shall hold a first contractual lien and charge on every privately owned boat, and accompanying equipment (e.g., oars/blades) stored on Club premises as security for all monies due from the owner. If the debt is not settled, the Committee will issue a final written warning via registered mail or email to the owner's last known address. The owner will have **30 days** from the date of the notice to clear the balance or permanently remove the boat upon payment. If the owner fails to pay within the notice period, the Club shall be entitled to treat the boat as abandoned. The Committee may, at its sole discretion, sell the boat at a public or private sale, or absorb the craft directly into the Club's fleet. Proceeds from any sale will be applied first to the outstanding debt and any administrative or legal costs incurred by the Club. Any surplus funds will be held for or returned to the owner. The Club accepts no liability for loss or depreciation of value resulting from the exercise of this lien