Spring Bay Boat Club Inc.

Regulations and Terms of Membership

Section 1

Basic Code of Conduct

The Spring Bay Boat Club (SBBC) endeavours to operates in a safe and secure manner showing respect for others and their property.
Membership is a privilege that is supported and safeguarded by the following principles and align with the club Constitution:

- Members, their family and guests behave in an appropriate manner so as not to cause offence to a reasonable person.
- Members are fair, equitable, considerate and honest in their dealings with other members, visitors and nominated committee members of the SBBC.
- Members respectfully use facilities, equipment and services.
- Members at the SBBC respect the rights, dignity and worth of others regardless of their gender, age, ability, cultural background or religion.
- The SBBC is an illicit drug-free zone.
- Members are expected to accept lawful direction from Committee Members
- Members, their family, guests or visitors who cannot act within the boundaries of this document or other SBBC terms may be asked to leave the site.
- Breaches of this document or the SBBC Constitution may lead to action by the SBBC Committee. Serious breaches may result in membership being revoked.

Members are reminded that the purpose of this document is to provide an enjoyable and safe environment, where members and guests are able to safely enjoy the facilities and hospitality offered by the SBBC.

Section 2:

Site Access:

1. Members accessing SBBC utilising the App or any other means are subject to all other conditions in these terms including but not limited to, the code of conduct.
2. A phone App (PalGate) is available to financial members of SBBC Inc. and approved visitiors. *This is the preferred method of access to the SBBC.*
3. A maximum of two phones per membership can be issued unless prior approval has been granted by the SBBC committee.
4. *The app is for the sole use of the member to whom it is registered and is not to be loaned or transferred to any other person.* Access may be withdrawn by remote de-activation at any time by the executive committee if the conditions of use are deemed to have been breached. The SBBC values member and club security.
5. Temporary access via an app is available from the Secretary or Marina Manager for short term use by tradespeople/contractors'/ volunteers or emergency services etc. who may need access.
6. Apps may be de-activated if membership, marina or hardstand fees become overdue.
7. The gate must be kept closed at all times except via special arrangement.
8. All gate entries and exits are logged for security purposes.
9. Members are reminded that video surveillance cameras operate on site.

Waste Management:
The SBBC provides bins for general rubbish and recycling for members. Members and Contractors are responsible for ALL other waste disposal. Members must not leave the following items on site for disposal:

- Waste oils, coolants and contaminants.
- Contaminated products including containers, rags, packaging and spillage control items.
- Batteries and or battery associated products
- Tyres and or tyre associated products
- Fuels and containers (Refer to the refuelling Guidelines)
- Building material waste
- Household or garden waste from private residences
- Waste animal products e.g.: Fish carcasses or spoiled meats

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Section 3:

Use of Club Premises:
All financial members have the opportunity to utilise the club premises for private events or functions. If you require use of the facilities contact the Rear Commodore or a SBBC committee member to arrange approval.
Note: The SBBC premises are not available for commercial use by either members or other organisations.

Section 4:

Contractor Access:
All members are responsible for notifying the hardstand manager if contractors are performing work on site. All contractors must register and complete the contractor registration form prior to performing work. This document is available from the Marina Manager or via the SBBC contact email.
The SBBC reserves the right to:

- Request and check any contractor documentation at any time.
- Refuse or remove a contractor's access if in breach of any conditions set out on the contractor registration for of club guidelines.

Section 5:

Marina, Hardstand and Jetty Terms
The SBBC consists of three key areas for boat handling and storage:

- Floating Marina
- Fixed Marina and Jetty
- Hardstand

All Owners of a vessel, trailer and associated equipment berthed in any marina, stored on the hardstand or utilising the launching facilities at the SBBC, acknowledge those vessels and associated equipment/s are stored and operated at the owners' risk. Any damage caused to SBBC property must be reported to the Hardstand Manager as soon as possible.

1. Marina and hard-stand users must be financial members of the Club and are required to complete a lease agreement. Special dispensation may apply to short-term stays by non-members by arrangement with the Commodore (or her/his delegate).
2. The SBBC executive committee reserves the right to refuse admission to remove from or relocate any trailer or vessel in the marina or hard-stand if necessary.
3. ***All boats in the marina and hard-stand area must have a current Certificate of Insurance, including Third Party and Public Liability of not less than A$10,000,000 for any one incident. A copy of the current certificate of insurance must be lodged with the SBBC Committee.***
4. All full-time trailers on the hard-stand and vessels in the marina are subject to lease fees, requiring full payment, in advance of the 12-month lease period. Lessees will be invoiced annually, and payment will be due within a 30-day period. Fees are calculated on length/beam or area occupied (See Schedule of Rates). Casual users will be invoiced as required.
5. All trailers must fit within the size limits of the designated space and engineered to a high standard. Members are reminded of their obligation to disclose relevant information (for both vessels and trailers) to their insurance company.
6. Vehicles and trailers are to be parked in the area specifically allocated to owners and ***must not obstruct any roadways, gates, wash-down pads, jetty, marina access, amenities or the Club House access points.***
7. All full-time lease trailers will be subject to the nomination of ***one single responsible owner*** and vessel. Additional users of that trailer will be subject to a once annual charge as outlined in the Schedule of Rates.
8. Full time marina lessees who also lease trailer space pay only trailer area charges without a site fee.
9. Any vessels or trailers with unpaid or overdue fees, are liable for removal from the marina or hard-stand at the owner's expense.
10. One month's notice from the lessee is to be given by the Club in writing prior to discontinuing the lease.
11. Changes in ownership of marina vessels or nominated trailer owners must be notified of the Club as soon as they occur. Marina berths are not transferable.

12. Vessel haul-out is the sole responsibility of the owner. SBBC accepts no liability.
13. All equipment, trailers, tractors, towing vehicles and associated machinery must be of sound construction and well maintained. The SBBC executive committee reserves the right to issue a STOP WORK notice on any equipment they deem not fit for purpose.
14. Trailers must be parked in the area allocated by the Marina Manager and kept safe, clean and tidy. All other equipment – ladders, trestles, tractors etc. must be taken off site when not in use.
15. Washing down of boats must be done in the special area provided and ***not*** at the launching ramp after retrieval. The boat owner must clean up any mess caused. A clean-up levy may be applied if the wash-down area is left untidy.
16. Members are to be efficient and courteous to other members whilst launching and retrieving vessels from the jetty.
17. Toilets, chemicals, waste oils, black water and oily bilges must not be discharged into the water, the marina, hard-stand area or waste bins.
18. Children must always be accompanied by an adult and be effectively supervised and controlled to ensure they are safe. Refer to the Australian Sailing child safeguarding policy on our website.
19. Club toilets and showers must be left clean and tidy and any problems reported to the Marina Manager or Club Secretary.
20. Animals are permitted on the grounds (but not in the Clubhouse) provided they do not disturb others. ***Owners are responsible for cleaning up after their pets.***
21. Tenders should be identified with the name on the transom or other conspicuous place and be chained and locked if practical to do so.
22. Laundry must not be hung visibly on boats to dry.
23. Swimming is not permitted in the marina area except by qualified working drivers.
24. Tradespeople must have liability insurance before entering the marina or hardstand area to carry out any work and be able to produce a certificate of currency if requested by the Marina Manager or other Club representative. A Contractor's Registration form must be completed by visiting contractors.
25. It is preferred that all re-fueling of vessels takes place off site. Refer to *the* ***Safe Refueling Guidelines in this document.*** Under no circumstances is bulk fuel permitted to be stored on site.
26. Commercially operated vessels must not use Club premises for loading or unloading passengers.
27. Mains electrical power is not to be connected to vessels that are not checked regularly. All boat owners are to familiarize themselves with ***the Rules for Electricity Use in this document.*** All marina berth power outlets are individually metered, and usage will be invoiced annually.
28. Lessees are required to notify the Marina Manager or Club Secretary if a berth is going to be vacant for more than one week.
29. Marina berths ***cannot*** be sublet or loaned to another person by the lessee. If a berth is vacated at any time the Club retains all rights to temporarily re-let it at the rate published from time to time. For marina berths, the Club will credit the lessee's account with 80% of the money collected in excess of $150 on each individual occasion during the currency of the lease. All berths are subject to renewal annually.

Safe Refueling Regulations

At all times members undertaking refuelling are responsible for any adverse outcomes that may occur.
These guidelines set out acceptable practices for members who cannot reasonably avoid refuelling their vessel at the SBBC marina or hard stand and sets out some prohibited actions related to refuelling.
Members requiring bulk diesel are advised that it is available on the opposite side of Vicary Creek from the Bennetts Petroleum facility. It is the SBBC preferred source for refuelling.
The order of risk presented by the two distinct fuel types, petrol, and diesel, is different but should be treated with equal caution. The primary hazard with petrol-based products is fire. Petrol vaporises at normal air temperatures and petrol fumes ignite easily and violently unless well dispersed (by air movement over time). The consequence of environmental contamination is secondary however can be significant in substantial amounts on both land and water.
The primary hazard with diesel is environmental contamination, typically spillage, particularly directly or indirectly into water. In this respect it is far worse than petrol because diesel disperses rather than evaporates. It is a serious marine contaminant and highly visible on water. Diesel will only burn if heated but once alight is capable of sustained combustion even on water and difficult to extinguish.

Potential sources of accidental ignition of petrol include but are not limited to:
Any naked flames, welding, grinding, smoking, electrical potential from mobile phones, fridges, battery chargers, or other electric/electronic devices, running engines, spillage on any hot surface, build up and discharge of static electricity, pooled spillage and accumulated petrol vapour. Vapour is a high risk of ignition until the spillage has evaporated, and the vapour is sufficiently dispersed. Petrol vapour is heavier than air and can remain in poorly ventilated cockpits, cabins and bilges for extended periods.

Refuelling activities are separated into:

1. Safe refuelling from AS/NZ 29 AS 06:2001 “portable” fuel containers of 25 litres or less capacity
2. Safe refuelling from “transportable” fuel containers larger than 25 litres - “Bulk Refuelling”

1/ Safe refuelling from AS/NZ 29 AS 06:2001 “portable” fuel containers of 25 litres or less capacity This advice is written with the risks associated with petrol in mind. With diesel, concentrate on avoiding spillage, but do not ignore the possibility of combustion. Before any refuelling operation: •
Check for nearby naked flames, including on adjacent boats. •
Check for nearby welding, grinding, smoking, or running engines. •
Turn off or leave at a distance mobile phone, radios, fridges, battery chargers, or other electric/electronic devices that could possibly spark. •
Ensure that possible spillage or fumes cannot reach any hot surfaces. •
Alert persons nearby and maintain your situational awareness during the operation and cease refuelling immediately if necessary.
Avoiding spillage: •
Using a fitted pouring spout, suitable sized fuel funnel, or jiggle siphon •
Knowing approximately how much fuel your boat tank will take to avoid accidental overfilling. Using smaller fuel cans where the space is restrictive, or the volume of fuel required is small. Manage static electricity build up and potential static sparks by: •
Removing any “tote tanks” from the boat or vehicle and filling them on the ground. Maintaining a continuous contact between the receiving fuel tank, the fuel source, any funnels/spouts and the refueller so that all items involved maintain a common earth potential. Any jiggle siphon or other hose should be fuel rated and have an integral earth strap. •
Not wearing synthetic clothing and/or insulating shoes as these dramatically increase the likelihood of static charge build up. Portable fuel container: (colloquially “Jerry Can”) Any portable fuel rated container =< 25 litres rated capacity which complies with AS/NZ 29 AS 06:2001 or an equivalent international standard. These containers are available in various sizes from 4 to 25 litres. They may be manufactured from both fuel grade “plastic” or metal. Available brands include but are not limited to “Proquip”, “Scepter”, and proprietary portable outboard “tote tanks”.
The important common features are that they are: •

- Robust for transport, •
- Safe to contain fuel, •
- Designed to dispense fuel with minimum spillage, using appropriate accessories. Common smaller non-compliant containers including, but not limited to, oil drums, fruit juice containers, and old “flimsy” unrated fuel tins must not be used for fuel transport, storage or decanting at the SBBC.

Members may not store portable fuel containers, either filled or empty, on the SBBC site.

2/ Safe refuelling from “transportable” fuel containers larger than 25 litres - “Bulk Refuelling” The risks associated with bulk refuelling are the same as for refuelling from portable containers except that the potential consequences of mishap are magnified. A well-designed bulk refuelling device, operated according to a strict safety protocol, is safer than handling larger quantities of fuel in multiple portable containers.
Any operators of a bulk refuelling system at the SBBC premises shall: •
Have a written safe job method dealing with all the general issues outlined in the section on refuelling from portable containers above. •
Including the details of operation of their chosen bulk refuelling device, into their vessel(s) If demanded for any reason by the SBBC committee, both the safety protocol and the refuelling device must be produced for scrutiny

by any technical representative appointed by the SBBC, as they apply to their operation(s). Specific actions that are ***prohibited*** by the SBBC at their premises include: •

- Using fuel delivery hoses that are not earthed. •
- Running delivery hoses across other vessels. •
- The use of fuel pumping systems for petrol which are not rated as "intrinsically safe" •
- Storing the refuelling device onsite.

Regulations for Electricity Use

This section of the terms is to regulate the use of 240-volt extension leads and other mains electrical equipment on the hardstand and marina. These rules are necessary to reduce danger and inconvenience to members and to mitigate liability to the club in the event of an electrical accident.
Hardstand occupiers are reminded that power is not available to them on a permanent basis and that power must not be connected to a vessel that is unattended. Marina berths are equipped with metered and appropriately protected power. The cost of this infrastructure is factored into those berths' higher annual charges and cost recovery of power. SBBC "Rules for Electricity Use" are:
1. Where connected to SBBC mains power, any leads, electrical devices, tools or shore power connections shall be compliant with the relevant electrical rules and standards. Where doubt exists, the committee, or their appointed representative, may require a member's mains electrical equipment to be tested by a qualified person.
2. Hardstand users are not entitled to permanent power and should only connect whilst actively undertaking work on their vessels. Extension leads are to be disconnected and stowed away at the end of each work session.
3. No extension lead shall be laid across any wet area.
4. No unattended extension leads shall be laid across a trafficway.
5. No part of any connection to shore power in the Marina shall be underwater at any time.
6. All 240 Volt electrical work should be carried out by a qualified person.

The Spring Bay Boat Club reserves the right to amend or change these terms and conditions as and when necessary.