

BY- LAW

NO. 3

ISSUE: Use and allocation of craft

COMMENCED: 10/9/2009

LAST UPDATED: 13/8/2020

PROVISIONS:

Note: This By-Law does not relate to allocation of craft to junior activity members which is covered by a separate junior activities policy. Details of the policy can be found on the club website.

Use of craft

1. Subject to clause 2, all club owned competition craft (not including boats) are available for use by suitably qualified members (i.e. proficient SRC/BM members).
2. At least once a year, the Director Sport will arrange for a review of the condition of all club owned competition craft (not including boats) to determine if individual craft, because of their condition, should not be available for use by members.

Allocation of craft

3. Craft (boards and skis) may be allocated to members (not including Masters competitors) for their use throughout the season for competition and training. Skis will be available only to members who are U17 and up to including those who are 21 years of age. .
4. All craft retained for allocation to club members will be second generation craft.
5. Members up to the age of 21 who are allocated craft shall be required to pay a fee of \$100 for the season. Members over 21 shall pay a fee of \$250 for the season.
6. Craft will be allocated for one season only and eligibility for future allocation will be reviewed on a season by season basis. Members are required to reapply for allocation each season.
7. All applications for craft allocation will be determined by the Director Sport who will base the decisions on the member's –

- (i) Compliance with the patrol, membership and other obligations of the club.
 - (ii) Record of competition in surf carnivals,
 - (iii) Consistency of attendance at carnivals,
 - (iv) Approach and application to training,
 - (v) Potential for improvement in performance outcomes.
8. All requests for craft allocation must be made in writing to the Director Sport. The application must at a minimum include information on past results, training being undertaken and details of the member's goals for the season and beyond.
9. Any decision by the Director Sport to approve craft allocation will be subject to the following conditions –
- (i) The member must comply with all patrol requirements
 - (ii) Unless otherwise exempted by the Director Sport, the member must compete in the club championships, Freshwater Australia Day carnival, SNB Branch, State and Australian championships and all other nominated carnivals as may be determined by the Director or Club Head Coach
 - (iii) the member must regularly attend all relevant scheduled training sessions unless otherwise exempted by the Director Sport or Club Head Coach
 - (iv) the member must not engage in any behaviour that is unbecoming or prejudicial to the objects and interests of the Club or is likely to bring the Club and or surf life saving into disrepute
 - (v) any craft allocated remains at all times the property of the Club
 - (vi) the member must attend nominated fundraising events as may be determined by the Director Sport, the Club presentation night, and squad/team meetings unless otherwise exempted by the Director and or the Club Head Coach.
 - (vii) the member must compete in club clothing in all team and individual events unless otherwise required by the carnival rules and must wear club clothing when in attendance at the Australian Surf Titles.
 - (viii) the member is to pay the relevant fee.
10. If a member cannot meet the conditions outlined in clause 9, the Director Sport shall have the power to terminate the arrangement and resume the craft. Any craft resumed may also be reallocated to another competing member at the discretion of the Director. Termination of the agreement, or resumption of the craft must not occur unless the member is first given the opportunity to explain the breach and give reasons why the contemplated action should not occur.

11. Any craft allocated to a member is to be returned to the club at the conclusion of the Australian Surf Titles.
12. A member who is allocated a craft is required to sign the Acceptance of Terms and Conditions attached to this By-law. In the case of a member under the age of 18 years, a parent or guardian's signature is also required.
13. The club will only be responsible for any damaged caused during authorised club competition or training up to a maximum of \$500. The Director Sport must approve any request for repairs prior to the craft being delivered to the repairer. In the event of any dispute about when damage has occurred, the onus of proof in establishing when the damage occurs lies with the member.

Repairs to privately owned competition craft

14. Members may seek financial assistance from the club for repairs to competition craft damaged during club authorised competition or training for competition up to a maximum of \$500. Assistance will not be available for replacement of damaged craft.
15. All requests for assistance for repairs must be made to and approved by the Director Sport. Repairs undertaken prior to approval being given will not be paid for by the club.

ACCEPTANCE OF TERMS AND CONDITIONS FOR CRAFT ALLOCATION

Iof.....

Having been allocated a board/ski as detailed below, acknowledge and agree that I will do the following –

1. Comply with all patrol requirements
2. Unless otherwise exempted by the Director Sport, compete in the club championships, Freshwater Australia Day carnival, SNB Branch, State and Australian championships and all other nominated carnivals as may be determined by the Director or Club Head Coach.
3. Regular attend relevant scheduled training sessions unless otherwise exempted by the Director Sport or Club Head Coach.
4. Not engage in any behaviour that is unbecoming or prejudicial to the objects and interests of the Club or is likely to bring the Club and or surf life saving into disrepute.
5. Be responsible for the payment for repairs for any damage caused outside of competition or official training unless otherwise exempted by the Director Sport.
- 6., Obtain a cover for the board for use when in storage or when being transported to and from carnivals and or training.
7. Wash down and store the craft securely in a rack within the Club's premises except when being held away from the Club premises for the purposes of travel to carnivals and or training.
8. Attend nominated fundraising events, Club presentation night and squad/team meetings unless otherwise exempted by the Director Sport or Club Head Coach
9. Compete in club clothing in all team and individual events and wear club clothing when in attendance at the Australian Surf Titles

I also understand that if I breach of any of these conditions, the Club has the right to resume the craft and re-allocate it to another member.

.....
Member's signature

.....
Parent or Guardian's signature (if applicable)

.....
Director Sport

Date:

Details of Craft:

HISTORY OF AMENDMENTS APPROVED BY EXECUTIVE COMMITTEE

8 Sept 2011

Change reference to Competition Director to Surf Sports Director throughout; cl 8 amended to include requirement to attend club functions and wear club clothing; Terms and conditions document amended to reflect by-law changes

10 Nov 2011

Inclusion of new clauses 1 & 2 regarding use of craft by members generally

13 Sept 2012

Cl 3 to clarify non eligibility of masters competitors

8 Aug 2013

Cl 7 amended to clarify EC determines applications

21 Aug 2014

Cl 9 amended to include referral of applications to Surf Sports Panel

13 Aug 2015

Cl 1 & 2 amended to clarify provisions apply to competition craft only; Cl 7 amended to note applications approved by Director Surf Sports rather than Executive Committee; Cl 9 deleted to remove reference to referral of applications to Surf Sports Panel and Executive Committee; Remaining clauses re-numbered; Insertion of new Cl 14 & 15 regarding assistance for repairs to privately owned competition craft.

11 Aug 2016

Cl 9 & 10 amended to indicate Director Sport has power to approve and terminate agreements; Reference to Director Surf Sports changed to Director Sport throughout; Note inserted at beginning of By-Law.

12 July 2018

Cl 5 amended re different seasonal fees; Cl 9(iii) amended to clarify regular attendance required rather than attendance at all sessions; Cl 10 amended to allow opportunity for member to explain breach before termination and or resumption occurs.

8 Aug 2019

Cl 3 amended to make reference to members 21 or younger; Cl 9 & 10 – minor grammatical errors, Cl 13 inserted; Cl 14 amended by making referenced to training for competition

13 Aug 2020

Cl 4 amended by re-arranging order of factors so that patrol obligations are listed first; Cl 15 amended by clarifying repairs carried out prior to approval being given not covered by the club.