

DARLINGFORD WATERS BOAT CLUB

RULE BOOK

NOVEMBER 2018
(Re-printed November 2020)

LIST OF CONTENTS

Nov 2018
(Re-printed Nov 2020)

ITEM

PAGE

DWBC REGULATIONS

Definitions	5
Introduction	6
Club Rules and Standards	6
Conduct and Behaviour	7
Safety	7
Membership	7
- Admission to Full Membership	8
- Joint Membership	8
- Company Membership	9
- Additional Units Acquired by Existing Unit Holder	9
- Social Membership - Leasing	9
- Social Membership – Benefits	10
- Payment of Fees	10
General Meetings	10
General Duty to comply with terms of Lease/Insurance	
Arrangements	11
Insurance	11
Security	11
Visitors/Guests	12
Use of Pens/Mooring	12
Exchange of Allocated Pens	13
Leasing/Hiring of Boats	13
Advertising	14
Boat Movement	14
Outside Contractors	14
Speed Restriction	14
Recreation Vehicles, Trail Bikes & Dune Buggies	14
Environment	15
Firearms/Flares/Fireworks	15
Vehicle Parking	15
Trailer Parking	15
Noise/Generators	16
Emergency Access to Boats	16
Pets	16
Fuel	17
Rubbish or Refuse	17
Work Platform	17

Repairs	18
Club Equipment	18
Barges	18
Electricity	19
Boat Slipping for GMW Inspections	19
Gas Bottles	20
Boat Sheds	20
Boat “Hangar” Shed	20
Social Events	21
Selling/Transferring Houseboat/Unit Shares/Shed	21
Club/Pen Lease	22
Magazine	22
Web Site	22
Member’s Agreement to Abide by All Regulations Form	23/25

STANDING PLAN FOR EMERGENCY MANAGEMENT

Situation	27
Mission	27
Execution -	27
- Reduction of Risk	27
- Initial Action	28
- Evacuation	28
- Evacuation in event of a Bush Fire	29
- Fire Fighting Equipment	29
- Emergency Movement of Boats	30
- Administration and Logistics	30
- Evacuation Areas	30
- De-briefing	31
- Communications	31
- GPS Details	31
- Emergency Location Beacons	31

DWBC REGULATIONS

DEFINITIONS

In these Regulations:

“Board”	means the Board of the Trustee (Directors), duly elected by shareholders of Darlingford Waters Marina Pty Ltd, to have responsibility for management of the Darlingford Waters Boat Club (“DWBC”) Unit Trust.
“Club”	means Darlingford Waters Marina Pty Ltd and the DWBC Unit Trust.
“Commodore”	means the Chairman of the Board.
“Common Areas”	means all parts of the Complex not included in a Pen.
“Complex”	means the site and the water area to which the Club is entitled through the Lease.
“Facilities Manager”	means the employee of Darlingford Waters Marina Pty Ltd who has responsibility for managing the Complex under the direction of the Site Director on behalf of the Board.
“Family”	means partner, parents, children and their partners, and grandchildren.
“Lease”	means the Lease for the Complex provided to the Club by the Goulburn Murray Water Authority.
“Pen”	means a Mooring Place within the Complex.
“User”	includes any Unit holder (Member) for the time being entitled to exclusive use and occupation of a Pen, any sub-tenant, assignee or licensee of any such Unit holder, and any person using or occupying a Pen or any part of the Complex.

INTRODUCTION

Dear Member

Thank you for joining the “Friendliest Family-oriented Club” on the Lake.

1. DWBC was established in 1987 as a “not for profit” Trust. The aim of the Club is to provide for its members, the ability to moor houseboats and enjoy other jointly owned facilities and services, at a Marina complex in Jerusalem Creek on Lake Eildon. The Unit holders have appointed, as Trustee, a company named Darlingford Waters Marina Pty. Ltd. which was established as a company under the Companies (Victoria) Code in April 1987.
2. In 2006, the Unit holders adopted a Unit Holders’ Agreement designed to provide a modern governance structure for the organisation. Under the rules that form part of this agreement, DWBC Unit holders are also shareholders of the Trustee Company. As Unit holders, individuals contribute to the effective operation and development of the club and participate in its activities. As shareholders, they elect the Board of the Trustee Company at the Annual General Meeting.
3. The Board has responsibility for directing and overseeing the management of DWBC and may exercise all powers and do such things in relation to the activities of the organisation as determined in the Unit Holders Agreement.

CLUB RULES AND STANDARDS

4. At its inception, DWBC established a set of regulations for the efficient operation of the club that were an appendix to the original Trust Deed. These regulations have and will be updated on a regular basis and this latest version is an appendix of the Unit Holders Agreement.
5. The current DWBC Regulations have been written taking into account the requirements determined by both unit holders and GMW (Goulburn Murray Water). Every Unit holder will be supplied with a copy of these regulations and DWBC will make every effort to ensure that Unit holders are fully conversant with the contents.
6. Our aim is to enjoy and relax during our time on the lake, whilst being aware of the need for safety, environmental care and consideration towards other users on the lake. Our rules are designed to achieve this objective.

CONDUCT AND BEHAVIOUR

7. Every Member will be expected to conduct themselves at all times in such a manner as to not bring embarrassment or discredit to themselves or to the Club.
If, upon a complaint, it is considered that their conduct/behavior is unbecoming or discreditable, the Board may ask that person to remove themselves from the Club precinct and terminate their membership of the Club.
8. As a member of this Club it is your responsibility to read this booklet and most importantly, ensure ALL your family and guests are familiar with and observe these rules.

SAFETY

9. The Facilities Manager is the appointed and approved OH&S officer for the Club.
10. Health and Safety is a responsibility of every Club member and all people using the Complex must behave in a safe and responsible manner. They must recognise the need for safety and observe all regulations, by-laws or any other such directive which may be issued by the Club or other responsible authorities (e.g. Goulburn Murray Water) covering the use of boats, equipment and/or other facilities within the Complex. Addressing safety in most cases is the application of common sense. It is not permitted to dive/jump from the roof or second story of houseboats when within the marina. Children under five (5) years must wear an approved safety vest when on the marina.
11. Any person who is aware of breaches of safety or who identifies ways of improving safety, should report their comments to an officer of the Club, the Facilities Manager or the Club's nominated Safety Officer(s).

MEMBERSHIP

12. It is a condition of all forms of membership that each person agrees to abide by the terms and conditions as provided in the Unit Holders Agreement and as set out in these Rules and Regulations. The Board of the Trustee reserves the rights to withdraw membership and access to the complex if the rules are not adhered to.

Admission to Full Membership

13. A person contemplating the acquisition of Units in DWBC Unit Trust, and the associated right to moor a houseboat in a Pen and vote at DWBC General Meetings, should in the first instance complete an Application Form for admission to membership of the Trust. It is the duty of the person disposing of the Units to draw this requirement to the attention of the prospective purchaser. The Board reserves the right, in certain limited circumstances, to refuse membership.
14. Full Membership entitles the unit holder to invite other persons, both family and friends, to visit the designated houseboat moored in the designated Pen at no extra charge.
15. Once the prospective purchaser has obtained this approval, he/she may proceed to acquire the Units. Upon acquiring Units in DWBC, a Unit holder acquires a number of rights as determined in the Unit Holders Agreement. In particular, the Unit holder acquires the right to moor a designated houseboat in a designated Pen, acquire a boat shed if and when available, and enjoy all the facilities at the DWBC Complex. Upon acquiring this interest, the Unit holder is also immediately liable for the following payments:
 - a. A Joining Fee paid per Pen (*)
 - b. Any proportion of the Annual Marina Fees that have not been paid for the current financial year commencing 1 July.
 - c. Any proportion of fees for boat storage that have not been paid for the current financial year commencing 1 July.

* If the person acquiring the Units has already been admitted as a member of the Club, by virtue of leasing a Pen (which requires payment of a Joining Fee), payment of the Joining Fee is waived.

16. Thereafter, a Unit holder is liable to pay the Annual Marina Fees applicable for each financial year commencing 1 July as determined from time to time and any levy to cover extraordinary costs as agreed by Unit holders from time to time.

Joint Membership

17. Under the Unit Holders Agreement, joint rights may be registered by up to three joint Unit holders as approved by the Board. Such joint owners of the one Pen will pay only one set of Annual Marina Fees. Where the Joint Members belong to the same family as specified under the Definitions, one Joining Fee will be payable. Where more than one family is involved, each separate family will pay a separate Joining Fee.

Company Membership

18. Where the entity acquiring the Units is a company, the company must nominate an officer, employee or shareholder of that organisation as the Nominated Unit holder who will be able to moor a designated houseboat owned by them in the nominated Pen. The Nominated Unit holder and their immediate family will have all the rights of a Unit holder and will pay one Joining Fee, Annual Marina Fees for the pen and boat storage fees as appropriate. Immediate family is defined as partner, parents, children and their partners, and grandchildren.
19. All other individuals associated with the Unit Holder, who wish to make use of the Pen must pay a separate Joining Fee and Social Membership Fees as defined later.

Additional Units Acquired by Existing Unit holder

20. Where an existing Unit holder acquires an interest in additional Units, the Joining Fee is waived, but must otherwise pay all the Fees (Annual, Boat Shed and levies) that are due for the additional Units.

Social Membership (Leasing)

21. DWBC Rules provide for a person to lease a Pen from a Unit holder. Such a person becomes a Social Member. Social members have all the rights, and are bound by all the Rules, which apply to Unit holders with one exception. They do not have voting rights, which are retained by the Unit holder.
22. To become a **Social** Member, a person must apply to the Board by completing an Application Form. Applications for membership are submitted for approval to the Board, which reserves the right to refuse membership.
23. Upon admission to membership, **Social** Members become liable for the following payments:
 - a. Joining Fee
 - b. Rent to be paid annually and due on 1 July, according to terms as agreed with the Unit holder
 - c. Other financial contributions as agreed with the Unit holder from time to time

Social Membership (Benefits)

24. DWBC Rules provide for a person to become a Social Member. Social membership provides a person with the right to attend social functions, receive the Club Magazine, use of the boat ramp, and the opportunity to park within the Complex. Social members do not have voting rights.
25. Upon admission to membership, each Social member becomes liable for a Membership Fee, which is non-refundable. Membership Fees are due on 1 July of each year. Fees are non-refundable unless approved by the Board in specific cases and under exceptional circumstances.

Payment of Fees

26. Joining Fees are payable immediately upon admission to the Club.
27. Marina Fees for the forthcoming year are agreed upon as part of the budget process at the General Meeting of Members in June of each year. The Marina Fees become due on 1 July and may be paid annually (usually with a discount) or in quarterly instalments.
28. Fees for use of a boat shed (or a bay in the big shed) are as determined by the Board from time to time. The Fees become due on 1 July and are paid annually.
29. Fees are payable upon receipt of an invoice. A book keeping fee will be charged if not paid by the due date; (the rate being determined by the Board from time to time).

GENERAL MEETINGS

30. General Meetings of the Trust and Activities Committee are held at regular intervals throughout the year. Voting at General Meetings of the Trust is restricted to Unit holders, however Social members are encouraged to attend. (All members are eligible to vote at General Meetings of the Activities Committee). The Annual General Meeting is normally held in conjunction with one of the General Meetings.

GENERAL DUTY TO COMPLY WITH TERMS OF LEASE/INSURANCE ARRANGEMENTS

31. Each User (Member) must observe and comply with any regulations the Board may make from time to time as to the use of any facilities or conveniences on the Common areas.
32. No User (Member) will:
 - a. At any time, within the area defined as the Complex, do anything that might constitute a breach of/or default under the Lease.
 - b. Damage or deface or obstruct or suffer to be damaged, defaced or obstructed the Common areas or any part thereof.
 - c. Use or suffer the use of the Complex or his Pen so as to commit or cause any breach of any Act of Parliament or any regulation made there under or any regulation, by-law rule or direction made by any municipal, statutory, governmental, semi-governmental or other authority authorised by law to make or give such by-law, rule or direction.
 - d. Cause or permit or suffer or allow any persons to do any of the foregoing acts, matters or things.
 - e. Do or suffer to be done on the Pens or Complex any act or thing by reason or in consequence of which causes:
 - Any increased or extra premium payable for the insurance of the buildings erected on the Complex or any part or parts thereof against loss or damage by fire or for any other insurance policy effected by the Club, or
 - Any policy for such insurance to become void or voidable.

INSURANCE

33. Unit holders must take out, and provide proof of, full Third Party and Public Liability Insurance to cover all boats moored within the Complex.
34. Upon request by a Club officer, and at least once per year, all financial Members mooring boats within the complex must provide details of their insurance cover.

SECURITY

35. **Members should:**
 - check front gate has closed when entering or leaving the complex
 - escort all guests when they are entering or leaving the complex
 - be alert and report any incident to the Facilities Manager or an officer of the Club.

- act responsibly and secure all easily removed items when their boat is unattended
- advise the Facilities Manager whenever authorised people (including outside contractors, etc.) are expected to enter their boat without being accompanied by the Member.

36. Members should not:

- loan his or her gate key to anyone (guests, visitors, contractors, etc.)
- permit copies to be taken of their gate key.

VISITORS/GUESTS

37. All Members must control and supervise all persons who have entered the Complex by his/her (Member) authority or with his/her permission and ensure that they observe and comply with these Rules and Regulations.
38. In circumstances where guests are not accompanied by the Member, the Facilities Manager must be advised prior to the guest's arrival otherwise access may be denied.
39. From time to time children of a Member may use the houseboat, with or without guests, and unaccompanied by the Member or his/her spouse. It is the duty of the Member to ensure that children and/or guests are fully aware of the regulations covering behavior in the Complex.
40. Any breaches of the Regulations by visitors or guests will be reported directly to the Member for action and, where continuing problems occur without remedial action by the Member, the children (and their guest(s) where appropriate) may be asked to leave the Complex. Whilst we encourage all people using the Complex to enjoy the facilities of the Club, we must ensure that no actions by a few are allowed to spoil the enjoyment of others.

USE OF PENS/MOORING

41. Each User must:

- a. comply with all Acts, Regulations, By-laws and Rules enacted from time to time in respect of the use of Pens.
- b. make good any damage to a pen.

- c. ensure each boat using the Complex displays a DWBC pennant sticker in a prominent place on the forward deck, .
- d. ensure any boat within the Complex complies with all safety regulations prescribed by the Club and/or any statutory authority from time to time.

No User will:

- a. Use a Pen or the Complex for any purpose not permitted by the Lease or for any purpose prohibited by the Lease.
 - b. Alter, modify, improve or add to a Pen without the Board's prior written consent.
 - c. Moor any tender in the Complex otherwise than within their own allocated pen, or at the stern of their own houseboat. It is not permitted to moor a tender in the pen of another Unit holder without the express permission of that Unit holder or in their absence, the Facilities Manager.
42. Members must moor their boats only within the pen allocated to them unless in an emergency or for short term mooring which has been agreed to by the Facilities Manager or an officer of the Club. From time to time due to water levels marinas may be moved at the discretion of the Directors/Facilities Manager.
43. Each boat within a pen must be moored securely and safely with good quality rope or similar material. If, in the opinion of the Club, the mooring lines are unsatisfactory and/or unsafe, the owner of the boat will be requested to replace them. Where action is not forthcoming, the Club reserves the right to replace the lines and all or any costs incurred will be charged to, and paid in full by, the Member.

EXCHANGE OF ALLOCATED PENS

44. If a Member wishes to use a pen allocated to someone else it is necessary that an application be made to the Directors and this must include the written approval of the owner of the pen.

LEASING/HIRING OF BOATS

45. A User may not sublet a Pen without the express written permission of the Board.
46. The leasing or hiring of any boat moored within the Complex for financial gain or reward is strictly prohibited.

ADVERTISING

47. No member will display or permit to be displayed any placard, advertisement or sign in or upon his Pen, other than to display up to three (3) "Houseboat For Sale" signs on the front and rear of a houseboat.

BOAT MOVEMENT

48. No member may move a boat into or out of the Complex, unless he/she has a Boat operator Licence, is the Unit holder and/or the owner of the boat, or is some other person appointed in writing by the owner of the boat as notified to and approved by the Board.

OUTSIDE CONTRACTORS

49. No contractor will be allowed to work on a Member's boat unless:
- the Member is present, or
 - the Facilities Manager is notified prior to the commencement of the work.

Where applicable, the boat must be moored at the work platform. Contractors must sign in and out and abide by OH&S standards whilst on complex.

SPEED RESTRICTION

50. **No user will within the Complex:**
- a. Drive any vessel at more than 5 Knots (No Wash) or in a manner that may cause a nuisance to others.
 - b. Drive a motor vehicle or ride a motorcycle at more than 10 kilometres per hour.

RECREATION VEHICLES, TRAIL BIKES & DUNE BUGGIES

51. a. The operation of any unauthorised vehicle is not permitted on the lake, including any land owned or managed by GMW including public recreation areas, the foreshore, the lakebed, operational areas or designated access roads and tracks.
- b. No user will ride a motorcycle or drive a motor vehicle unless he/she is appropriately licensed to drive such a motorcycle or vehicle. The motorcycle or vehicle will be properly registered with third party insurance paid. Recreational motorcycles must have recreational registration and must not be started before 8.00 am.

ENVIRONMENT

52. GMW does not, without prior written consent, permit:
- a. any trees to be cut down, destroyed or damaged either above or below the Full Supply Level (FSL)
 - b. the removal of any soil, gravel, stone or any like substance
 - c. the removal of any trees, logs, branches, stumps, rocks or any other similar items from the lake
 - d. planting of any trees or other vegetation on the site
 - e. any native grasses, aquatic plants or other similar vegetation to be cut down, destroyed, damaged or removed from the site
 - f. the removal, interference or damage to any materials, old buildings or structures located above or below full supply level.
53. A permit in writing is required from GMW, Department of Sustainability and Environment and Murrindindi Shire Council for the removal of trees (dead or alive) or timber on the Complex or a site or GMW land above or below the full supply level. Evidence of the approval must be forwarded to the Lake Eildon Office of GMW before commencing such works.
54. Trees or obstructions considered a potential risk to public land or safety should be reported without delay to GMW Eildon Office/duty officer on telephone number (03) 5770-8100.

FIREARMS/FLARES/FIREWORKS

55. Discharge of a firearm, flares and/or fireworks of any type within or into the Complex are strictly prohibited.

VEHICLE PARKING

56. No User will within the Complex, park or leave a vehicle parked:
- In a loading or unloading area.
 - In a turntable area.
 - On or at the top of a launching ramp.
 - At the end of a roadway.
 - Otherwise than in accordance with Club signs.

TRAILER PARKING

57. No User will park a trailer, or a trailer attached to a vehicle, in the Complex other than in a designated parking area, as directed by the Facilities Manager or in a boat shed.

NOISE/GENERATORS

58. No user will:
- Make excessive noise, play loud music, use land generators with power tools or other equipment, or behave in an unruly manner.
 - Leave any generator running between 11.00 pm and 8.00 am.
 - Permit amplified sound to be played at a level that can be heard outside the Houseboat after 11pm.

EMERGENCY ACCESS TO BOATS

59. Users must permit the Facilities Manager or a Director, in an emergency (or when it is lawful but not obligatory to do so), to:
- Enter any Pen and enter and/or move any boat.
 - Repair any boat or any equipment or any boat or cause it to be repaired if in the opinion of the Board (or, in an emergency, the Facilities Manager) it is necessary to do so, and to pay the cost thereof to the Club, upon demand.

PETS

60. The keeping of dogs and cats on the Complex is permitted subject to full compliance with Local Government and GMW By-Law No. 7 Recreational Areas.
61. Dogs and cats are not to be left unattended in the Complex or on a site overnight.
62. Dogs and cats must:
- a. at all times be **on a leash** and under proper control
 - b. be wearing a collar and registration tag issued by a municipality with, the owners name and organisation inscribed legibly on the reverse side of the tag, (GMW requirement) and
 - c. be restrained at night in the confines of the Complex or in an approved kennel or cat enclosure.

63. Any dog or cat that attacks or causes a nuisance (e.g. physical attack or barking) to any person on or in the vicinity of the site must be immediately removed from the site and must not be returned. Any incidents should be reported to the Facilities Manager in the first instance, who will refer the matter to the relevant authorities.
64. All persons owning or in control of a dog must collect its excrement and deposit it in the Club's waste system.
65. **A person must not allow a dog under their control to enter any water of the lake.** This is a strict requirement under the Club's lease from GMW and failure to comply puts our Club's tenure at risk.
66. In cases of severe or continual breaches of these rules, it may result in the prohibiting of the member's pet(s) from the complex.

FUEL

67. Users must store any fuel on the Complex in a proper and approved container not exceeding 20 litres in capacity AND before fuelling any boat or generator on the Complex close off all gas bottles, extinguish any nearby naked flame and stop all motors (including water pumps) and generators.

RUBBISH OR REFUSE

68. Users must not dispose of rubbish or refuse in the Complex otherwise than in a receptacle provided for that purpose (and first place it in a sealed plastic bag if it is food waste) or by removing it from the Complex.
69. Building materials, steel, timber, floor covering, furniture, and batteries must not be placed in receptacles provided for refuse but must be removed from the complex by the owner. (The Murrindindi Shire Council operates a Waste/Recycling Depot on Jerusalem Creek Rd.)

WORK PLATFORM

70. The Club provides a work platform for the benefit of Users. The work platform is moored at a location determined by the Board from time to time. Use of the work platform will be available on the following basis:
 - Users should make a booking with the Facilities Manager who will keep a log of requests. The Facilities Manager will allocate use of the work platform to a working schedule on a first come first serve basis and inform users accordingly.

- Users will be permitted use of the Platform for a maximum of two weekends after which they will have to go back to the end of the working schedule.
71. In the event of an urgent need to use the Platform, the Facilities Manager may, at his discretion and after due consideration of all the circumstances of both parties, advance a person to the head of the working schedule.
 72. Heavy power tools may only be operated at the work platform and between the hours of **8.00 am and 5.00 pm**.
 73. The Club, its officers, employees and/or agents disclaims all responsibility for any action(s), damage or loss resulting from the use of work barge when being used by a Club Member.

REPAIRS

74. Users must not make structural repairs to a boat in the Complex other than in a designated area.
75. Users must not create or permit any nuisance on the Complex nor do or permit to be done any act, matter or thing which is an annoyance or disturbance to other Users, nor use the Complex for any illegal, noxious or offensive purpose and in particular :-
 - a. Any external works and/or repairs to a boat must not be carried out in the pen. Noise curfew must be observed during minor internal works performed whilst in the pen.
 - b. All boats at the work platform site must use the containment boom to completely surround the work area if there is any chance of contaminating the water. All spills on water must be cleaned up using the spills kits supplied on each marina. This must be reported to the Facilities Manager.
 - c. Sanding/grinding is prohibited within the Complex.
 - d. Flushing of bilges within the marina is **STRICTLY PROHIBITED**.

CLUB EQUIPMENT

76. Users must not operate or use any Club vehicle, equipment or property unless first authorised by the Facilities Manager or a Director.

BARGES

77. The Club's smaller powered barges (numbered **1 & 2**) may be used by boat licensed Club Members within the Complex for transport of goods to and from their houseboat within the confines of the Marina. **Barge 3** may only be used with the approval of the Facilities Manager.

The Club's larger crane powered barge must not be operated by any one other than those specifically authorised in writing by the Directors.

Barges may not be:

- committed to sub-contract hire and/or working without the prior written approval of the Directors
- used after dark unless in extreme emergency situations
- used in contravention of safety regulations and/or requirements as defined by a responsible regulatory authority and/or the Club from time to time.
- taken out of the Complex without the prior permission of the Facilities Manager or Directors.

ELECTRICITY

78. Members are permitted to use the metered 240v power outlets situated next to the Work Platform (or pay a predetermined charge) however their boat must be moored on either side of the Work platform.
79. Power may not be run via leads along the marina to individual pens. All power leads must be in pristine condition.

BOAT SLIPPING

80. It is a GMW mandatory requirement that Houseboats must be slipped within a 7-year cycle, and be surveyed by an approved GMW representative.
81. In your best interest, we suggest that you personally obtain a copy of the survey certificate and that you forward an additional copy to the Facilities Manager for retention. Any subsequent dispute / inquiry by GMW can then be resolved directly through the Facilities Manager on your behalf.
82. It is in the members' best (financial) interests to slip their Houseboat every five (5) to seven (7) years.
83. Members should be aware that GMW requires two (2) weeks notice of Houseboats being returned to the water.

84. As it is a requirement of GMW for houseboat owners to provide them the Survey Certificate, it is in the members' best interests to provide the Survey Certificate to GMW seven (7) days prior to the houseboat going back in the water.

GAS BOTTLES

85. Procedure

- a. When a bottle is empty and a member wishes to obtain a replacement, he/she should disconnect the bottle and leave it in a safe place on the back deck of his/her houseboat for collection.
- b. To requisition the exchange of a bottle, the member should notify the Facilities Manager in person, or by writing a note, and pay the requisite fee before delivery.
- c. On receiving a request and payment to replace a bottle, the Facilities Manager will affect the exchange within two working days.

BOAT SHEDS

86. The Club has constructed a number of boat sheds, for which members can secure the right of use, through acquisition of F Class shares. A person may not acquire F Class shares unless he/she is already a Unit holder.
87. The use of boat sheds is governed by the Rules and Regulations as established by the Board. In particular, boat sheds are for the storage of boats and related activities (within prescribed load limits) and must not be used to store hazardous materials. Furthermore, the user should store their boat in the shed and not elsewhere in the Complex.

BOAT "HANGAR" SHED

88. A limited number of spaces for registered trailered boats, Jet-Skis and/or Bikes are available however these are for the use of those Members to whom parking rights have been allocated.
89. The starting, running of motors or fuelling is strictly prohibited. No additional items are to be stored in around or under the parked unit area. Tyres are required to be inflated at all times for quick movement response.
90. The floor area must be kept clean and free from oil or grease.
91. It is a clearly expressed condition of use that any trailer parked in the shed is registered in the name of the member to whom the space has

been allocated. Allocated parking spaces are not transferable, re-leased or in any way used for parking of any other unit without the prior, written approval of the Directors.

92. Members seeking space should contact the Secretary for details (in writing) and have their names added to an official list.
93. Storage of other property other than club property is not permitted.
94. The Club reserves the right to dispose of any items placed in the boat shed and where appropriate, charge the person(s) concerned with costs incurred in disposal.
95. The Club disclaims any responsibility for any item (including boats, trailers accessories etc) placed or stored in the boat shed.

SOCIAL EVENTS

96. EVERYONE is encouraged to join in the fun. If you have any ideas, suggestions, etc, which you think may improve the social functions, please have a talk with one of the members of the Activities Committee. The Committee is elected by, and open to all members. Your input is valuable to successful social functions.
97. It is a function of the Club to provide the opportunity for Users (Members) to participate in and enjoy the "Annual Sail Past" other social events and other joint ventures such as "Working Bees". These activities are organised by the Activities Committee that is elected at the general meeting of Unit holders held in November of each year. The Activities Chairman is the person responsible for managing these activities, and any issues or disputes that arise on the day of such events must be referred to him/her in the first instance. In the absence of the Chairman, or his deputy, issues should be raised with a nominated representative who will be another member of the Board.
98. The Activities Committee is responsible for, amongst other things, organizing social functions (e.g. Sail Past, Annual Dinner Dance, etc.) for members throughout the year. The social interaction of our members, their families and friends is a vital part of the successful running of the Club.

SELLING / TRANSFERRING HOUSEBOAT / UNIT SHARES / SHED

99. Members do not own a pen as such but rather fifty (50) Units in the Darlingford Waters Boat Club Unit Trust and it is the ownership of these Units that permits the owner to use the facilities of the Complex, including the use of a pen.
100. The Trust Deed sets out very clear guidelines that must be observed for the sale and/or transfer of Units and Members are advised to discuss

any sale or transfer with the Directors BEFORE any commitment is made since the Trustee may, in certain cases, refuse to authorise the sale or transfer.

101. It is mandatory for a “FOR SALE” form which covers Houseboat "A and “F” class shares to be completed and submitted to the Secretary. This form is available from the Secretary or the Facilities Manager.

CLUB/PEN LEASE

102. The Club may have, from time to time, a limited number of pens available for sale. At the discretion of the Trustee, such pen(s) may be offered for lease as and when it is considered appropriate to so do.
103. It is a clearly understood condition of such a leasing arrangement that, should the opportunity arise to sell the pen (units) then such a proposal will take precedence over the leasing agreement. The lessee will, however, be given the first opportunity to purchase and, if this is not taken, arrangements will be made, if possible, to locate another pen within the Complex which may be leased from either the Club or a Member. The Club will endeavour to give the lessee as much notice as possible, however, this will be decided by the terms of sale of the (pen) units. The lessee will be entitled to a pro rata refund on marina fees already paid.

MAGAZINE

104. The Club produces and distributes free of charge to all members a magazine, “Houseboat”. The magazine encourages input, articles and/or letters from all members. If you feel that you can contribute, or would like to advertise your business, or just something for sale, please contact the Editor.

WEB SITE

105. The Club has a designated website: www.darlingford.com.au.
A Club member maintains this free of charge.
106. At the directors’ discretion members may advertise on the Web site for a nominal fee to cover running costs.

MEMBERS AGREEMENT TO ABIDE BY ALL REGULATIONS

I/We have read and I/we understand the rules and regulations contained in this booklet issued by the Darlingford Waters Boat Club Unit Trust and agree to abide by such rules and regulations. Failure to abide by these rules and regulations may result in withdrawal of financial membership to Darlingford Waters Boat Club Unit Trust and may restrict access to the site at the discretion of the Board.

I/we understand the Board may update these rules and regulations from time to time and such updates will be notified by mail to all financial members.

INDEMNITY

I/we acknowledge that during all times I am/we are on the premises controlled by the Darlingford Waters Marina Pty Ltd, I/we will not hold the Marina, its servants or agents, liable for any personal injury (fatal or otherwise) or loss of property whether caused by the negligence of the Marina, its servants or agents, or arising from any other cause whatsoever. I/we bind myself/ourselves, my executor, administrators, dependants and assigns to indemnify Darlingford Waters Marina Pty Ltd, its office bearers, servants and agents, against any claim that may be made against it or them in respect of any such injury, loss or damage.

Member Name

Date

HOUSEBOAT NAME

PEN

SIGNATURE

Please detach this page, sign it and return to Club Secretary.

MEMBERS AGREEMENT TO ABIDE BY ALL REGULATIONS

I/We have read and I/we understand the rules and regulations contained in this booklet issued by the Darlingford Waters Boat Club Unit Trust and agree to abide by such rules and regulations. Failure to abide by these rules and regulations may result in withdrawal of financial membership to Darlingford Waters Boat Club Unit Trust and may restrict access to the site at the discretion of the Board.

I/we understand the Board may update these rules and regulations from time to time and such updates will be notified by mail to all financial members.

INDEMNITY

I/we acknowledge that during all times I am/we are on the premises controlled by the Darlingford Waters Marina Pty Ltd, I/we will not hold the Marina, its servants or agents, liable for any personal injury (fatal or otherwise) or loss of property whether caused by the negligence of the Marina, its servants or agents, or arising from any other cause whatsoever. I/we bind myself/ourselves, my executor, administrators, dependents and assigns to indemnify Darlingford Waters Marina Pty Ltd, its office bearers, servants and agents, against any claim that may be made against it or them in respect of any such injury, loss or damage.

Member Name

Date

HOUSEBOAT NAME

PEN

SIGNATURE

Darlingford Waters Boat Club

Standing Plan for

Emergency Management

Including Fire on Houseboat(s) at Marina and Bush Fire at or near buildings

SITUATION

The Darlingford Waters Boat Club is made up of members who own or use houseboats, which are moored at the Club's Marina. This plan is designed to assist club members and to manage any emergency situation, which may include bush fire or a fire occurring on a houseboat at the Marina. It is recognised that the controlling authority for any emergency situation is the Victoria Police, whilst the actual combating authority will vary depending on the emergency. For any fire the combating authority will be the Country Fire Authority (CFA). Club members will inevitably be first at the scene and in a position to reduce the impact until the combating authority takes control. This plan does not cover every eventuality, and persons are encouraged to use their initiative to reduce the impact of injury or damage.

MISSION

The Mission of this plan is to reduce the likelihood of an emergency situation occurring in the first place, then to manage and to reduce the impact that such emergency will have and therefore the impact upon houseboats, the Marina, Club buildings and personal injury.

EXECUTION

Reduction of Risk

The Darlingford Waters Facilities Manager will be responsible for ensuring that fire-fighting equipment is available and regularly maintained. This equipment will be located on each Marina and well marked.

The Facilities Manager will also be responsible to ensure that adequate firebreaks are maintained around club buildings and that any fuel is reduced.

Club members and guests will be responsible for ensuring that they are aware of the location of fire-fighting equipment on their respective Marinas. They will also be responsible to ensure they are aware as to how to utilise the equipment. Houseboat owners/occupiers will ensure that they have at least the minimum fire-fighting equipment as described by law on their boats.

It will be the responsibility of each houseboat owner/occupier to have a reliable fire evacuation plan and for those persons occupying their boat to be aware of the plan.

This Standing Plan will be handed out as part of the new membership joining kit.

Initial Action

All eventualities cannot be fully covered in this plan, people are encouraged to use their initiative, at the same time ensuring there is no risk of injury to persons and damage to property is minimised.

There will be instances where a small fire will occur which will have little impact if extinguished quickly. A common sense approach is to be used to extinguish such fires. **Immediately contact the Emergency Service via telephone 000.**

On first observance of fire on a houseboat or at the Marina (including Facility Managers residence and surrounding buildings), subject to "Safety First Principles", initiate extinguishing of fire. **Immediately contact the Country Fire Authority (CFA) via telephone 000.**

If the incident is a bush fire, there may be burning embers 'raining down' upon houseboats, even though the fire may be some distance away. Members need to be aware that these embers have the ability to catch fire to Targas and other such material on their boats. Consider removal of any material or other fuel that may be ignited. Consider a wet mop or bucket of water to extinguish any 'spot fires' on houseboats and/or Facilities Manager's residence and Club buildings.

Evacuation

Persons must be aware of flammable liquids including Liquid Petroleum Gas (LPG) bottles located in or near the seat of the fire.

Consider evacuation. As a general rule, if LPG bottles are within a fire, a **minimum** evacuation point of 500 metres from the fire is considered appropriate. A longer distance may need to be considered.

Persons will be evacuated to 'evacuation areas', listed under 'evacuation areas' mentioned later in this plan.

The Facilities Manager will take charge of personnel to reduce injury to persons and minimise damage to property. If the Facilities Manager is not present or delegates authority, a member of the Darlingford Boat Club should take charge until the combating authority takes control. A list of persons assembled must be taken. Their movements to other locations must then be recorded. Steps must be taken to account for other persons within the marina complex.

Upon the Combating Authority taking control, they will direct persons within the Boat Club property. The Darlingford Club member who is in charge should introduce himself or herself to the person in charge of the combating authority and ascertain their identity then be guided by their expertise.

Evacuation in event of a Bush Fire

In the event of Bush Fire - plan early, well ahead of the fire to evacuate or not. Do not make your decision at the last moment. It will be an individual choice as to whether members remain with their houseboats or not. *Remember that property can always be replaced, lives cannot!*

In planning an escape route well ahead of the fire, ensure that other fires are not blocking your exit and plan for a wind change, which may affect the course of the fire.

An evacuation point for a Bush Fire cannot be suggested, due to the terrain around the Lake and Eildon itself. This will be an individual decision. If you decide to evacuate let someone know your decision and intended destination. This will ensure that other members are not put at risk looking for people who have already left. See details under "Evacuation Areas".

Fire Fighting Equipment

The Club has at its disposal fire fighting equipment located on each marina and at the Club's shed. It is the responsibility of persons within the club grounds to make themselves familiar with the locations of this equipment and also how to use the equipment.

The Facilities Manager's Barge has a pump and hose for fire fighting and can be utilised to access a fire from the water. This barge can also be used to re-

locate houseboats in danger of catching fire. The small Barges can also be used for evacuation as required.

The large Crane Barge has similar equipment and capabilities. The use of the Crane Barge is restricted to those granted access by the Facilities Manager and have the necessary skills and qualifications to operate it.

Emergency Movement of Boats

It is part of the condition of membership of Darlingford Waters Boat Club that a set of keys to all houseboats and boat sheds are located with the Facilities Manager for safe keeping. It is also part of the conditions of membership that if an emergency situation occurs, where life or property is threatened, houseboats can be moved to reduce the risk of damage or further damage to property or life. Only authorized officers will move houseboats. Authorized officers are the Facilities Manager or his or her representative or any member assuming a role in the risk reduction where a situation involving immediate threat to life or property occurs.

If the Facilities Manager is absent from the Marina at any stage, he/she will ensure access to keys by his representative for an emergency situation.

Houseboats/boats and any other property will, if appropriate, be moved to a location to minimise damage in an emergency.

ADMINISTRATION & LOGISTICS

Evacuation Areas

The initial evacuation area will be at the watermark of the main cement boat ramp leading to the shed. If this area is deemed unsafe, the next evacuation area will be the area between the boat sheds located near the front gate. This will allow emergency vehicles to attend unhindered.

A member will be nominated to record the names of persons evacuated to the evacuation area. If a person moves to another area they must advise the member recording details of evacuees. The member will then record the time and location that the person has moved to.

It is requested for safety and accountability of evacuees that details must be given to the member responsible, and that they advise the member if they are moving to an alternative location.

In the event of a Bush Fire, no evacuation point is nominated. See explanation under heading "Evacuation in the event of Bush Fire."

De-briefing

A de-briefing will take place as arranged by the combating authority.

Communications

Communications will be via telephone numbers mentioned below. Also by Citizens Band Radio (CB) channel 5. All communications should be clear and concise. Keep 'air traffic' to a minimum. Initial response will be via telephone to 000.

Mobile Telephone

Unable to find a Connection?

In the event that you are trying to call '000' and are unable to get a connection through your normal network, dial 112 and the mobile telephone will search any existing network to establish the emergency number for you. This number can be dialled even if the keypad is locked.

Hidden Battery Power

In the event that your battery is low. To activate press keys *3370#. Your mobile will restart with this reserve power and the instrument will show a 50% increase in battery power.

**GPS Details - Lat 37.2569' S
Long 145.966'**

Emergency Location Beacons

In the event of an Emergency, call '000' and quote the reference number on the GREEN Location Beacons located on each Marina and at the entrance to the Big Shed:

	DWB 005
A Marina	DWB 004
B Marina	DWB 003
C Marina	DWB 002
D Marina	DWB 001

This will enable the Emergency vehicle/s to come direct to the location.