



ROYAL PRINCE EDWARD YACHT CLUB

ABN 12 000 900 069

LOCKER APPLICATION & LICENCE AGREEMENT

PERSONAL DETAILS

Title: _____ Surname: _____ First Name: _____

Residential Address: _____

Suburb: _____ State: _____ Postcode: _____

Phone (Home): _____ Work: _____

Mobile: _____

Email (Home): _____ Email (Work): _____

RPEYC Membership Number: _____

Postal Address (if different from residential): _____

Suburb: _____ State: _____ Postcode: _____

LOCKER REQUEST

Size Requested:	Locker Room:	Large: 1450x440x420	_____
		Small: 810x440x420	_____
	Utility Room	520x440x720	_____

FEES

The fees are approved annually by the General Committee and published as a Facilities Fee Schedule.
The fees are payable on acceptance of this Application and subsequently on the 1st July each year thereafter.

AGREEMENT

I, (the applicant) have read, understood and accept the conditions of this agreement, which incorporates the conditions on the following page.

I accept that these conditions must be complied with at all times if I am granted a locker allocation.

Signature: Date:

**This form must be completed in full and submitted to the Club Office. Any incomplete forms will not be processed.
For further information please phone 9363 5809 or secretary@rpeyc.com.au.**

RPEYC TERMS OF LOCKER LICENCE AGREEMENT & CONDITIONS OF USE

1. Only financial members of the RPEYC ("**the Club**") will be granted a locker allocation licence if space is available. Preference shall be given to members involved in regular sailing activities (**the Licensee**). Either party may terminate this licence agreement on one month written notice.
2. Subject to clause 1, each licence will continue in force while ever the applicable fees are paid. The fee is payable in advance.
3. Locker fees will be reviewed and published annually by the Board. An invoice will be forwarded to the Licensee each year with payment to be made within 30 days. If the invoice is not paid within the allocated time, the agreement will be terminated, and the locker contents must be removed by the owner. If the owner does not remove the contents, the contents may be disposed of pursuant to the Uncollected Goods Act 1995 ("**the Act**").
4. The Board may offer a pro rata refund should a Licensee wish to terminate this agreement within the twelve month invoice period.
5. Any changes to personal contact details must be promptly notified to the Secretary. Failure to promptly provide this information may result in the agreement being terminated.
6. Any craft, parts or equipment that are stored on the Club premises without authorization from the Board will be removed and dealt with pursuant to the Act. This includes dinghy wheels, trolleys, spars, fittings, rigging and motors.
7. Lockers are to be maintained in a good and clean condition.
8. The storage of any member owned fuel containers, flammable liquids, corrosive substances (such as acids), toxic substances, oxidising substances and organic peroxides are not permitted under any circumstance in any part of the Club premises. Outboard motor fuel in motors with integral tanks is permitted in the dedicated motor racks only.
9. The RPEYC accepts no liability or responsibility for loss, damage or theft of any equipment, clothing, craft, parts or fittings stored on the Club's premises. Members are advised to maintain their own insurance cover for loss or damage to their craft and equipment.
10. The Board reserves the right to review all agreements and, in its absolute uncontrolled discretion, reallocate the locker if the relevant locker has been deemed to have not been used regularly. In the event that applications for locker spaces are received by the Board and exceed the available spaces, the Board reserves the right, in its absolute uncontrolled discretion, to terminate agreements on 2 months notice to members whose lockers have been deemed to not have been used regularly.
11. The terms of this agreement may be altered from time to time by the Board and will become effective once notified on both the Club Notice Board and website. If a Licensee does not accept the amended terms as notified, they will remove their equipment from the Club locker within one month and notify the Board in writing.

INDEMNITY

You, the applicant for a locker licence, indemnify the RPEYC, its directors, its staff, its members and guests from and against all actions, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- o loss of, loss of use of, or damage to property of the RPEYC
- o personal injury (including death) to any person or loss of, loss of use of, or damage to any property; resulting from or by reason of anything done or omitted to be done by you arising out of your activities undertaken at or near the club's facilities.

Your liability to indemnify the RPEYC is reduced proportionally to the extent that a negligent act or omission of the RPEYC or its directors, employees, members and their guests has contributed to the injury, damage or loss.