



# **Volunteer Marine Rescue Brisbane Inc**

**By-Laws**  
**Incorporated 26<sup>th</sup> February, 1987**  
Amended 10<sup>th</sup> January, 2015

Volunteers saving lives

VMR Brisbane shall be taken to mean the **Volunteer Marine Rescue Brisbane Inc**

## **1 Executive Positions**

Executive positions of the association shall be:

- President
- Immediate Past President
- Senior vice President
- Junior Vice President
- Secretary
- Assistant Secretary
- Treasurer
- Two (2) members from the floor elected at the Annual General Meeting.

## **2 Sub Committees**

Sub Committees shall be formed by the direction of Management or by special resolution of the Members at a General Meeting.

## **3 Reporting Procedures**

All sections, Sub-Committees and Providore are to provide a financial report in writing, suitable for inclusion in the minutes of the Management Committee whenever such Management Committee holds its regular meeting. Such reports are to show full details of all income and expenditure.

## **4 Associate Membership**

Associate Membership shall be granted:

1. To the spouse or partner of a full member (without payment of any fees).
2. To those full members (formerly known as Country Members of Sandgate Yacht Club) who, upon written application to the Management Committee and who permanently reside not less than 50 kilometres from the Club House. Such membership may be terminated at any time by the grantor or automatically by failure to fulfil resident conditions, whereupon the ex-member may within one (1) calendar month regain full membership on payment of current annual subscriptions or pro rata part thereof, but without payment of any entrance fee.

## **5 Parking**

1. Use of areas A, B, C, D.
  - a. Short term parking at no cost to members.
  - b. VMR Brisbane Club Area.
  - c. Medium term parking, and short term parking.
  - d. Long term parking of boats on trailers, known as hardstand.
2. The control of the lockup area is vested in the Management Committee of the VMR Brisbane and is expounded in this By-Law.
3. Vessels in the lockup areas are not to be lived upon.
  - a. Users of the hardstand area must be prepared to vacate the area in the event that Management Committee deems it necessary so that maintenance of the area can be carried out. Except in emergencies, a minimum of 7 days' notice will be given.
  - b. VMR Brisbane does not accept responsibility for the safe keeping of units within the lockup areas. Owners place units in the area entirely at their own risk.

4. Short term parking:
  - a. This is defined as parking **NOT INCLUDING BOATS** which does not exceed thirty (30) days, but of which no hard-stand storage application is made.
  - b. There is no charge for short term parking.
  
5. Medium term parking:
  - a. This is defined as parking not including boats for a period exceeding thirty (30) days, but for which no hard-stand application is made.
  - b. Parking charges are levied at a rate which is determined from time to time by the Management Committee. Charges are on a daily basis.
  - c. No refunds are made in respect of medium term parking fees.

## 6 Hard Stand

The Management Committee may recover outstanding fees for Hardstand by legal process, and order the removal of offending vessel(s). The Management Committee will deliver notification by certified mail to the last known address of the owner at least 21 (twenty one) days prior to such action being taken, and any expenses incurred in such actions shall be recoverable from the owner.

### 1. Long Term Parking

This is defined as parking for which an application for hardstand storage is made. Applications are made in writing to the Association Secretary and must contain the following information:-

- Name, address and telephone number of owner
  - Name of vessel
  - Type of vessel
  - Overall length of vessel
  - Overall width of vessel and trailer
  - Colour of vessel
  - Date from which storage is required
- a. Applications for hardstand must be approved in writing by the Association Secretary before a hardstand right is given. Applications will be considered in strict order of receipt.
  - b. Hardstand fees to be prepaid by 30th June.
  - c. Hardstand storage is limited to boats on trailers or mobile stands.
  - d. Storage charges are levied at a rate determined, from time to time, by the Management Committee.
  - e. Where dues have not been paid within 28 days of due date, the hardstand right shall be forfeited and the Association may re-allocate the space concerned.
  - f. The use of equipment to carry out spray painting, welding or grinding is expressly prohibited in the Club grounds.
  - g. Effective 30 November 2011 owners of vessels stored in the hardstand area for a period of more than 48 hours must carry a minimum of 3rd party insurance on their vessel. Insurance cover is to include death or bodily injury to another person and loss or damage to another person's property caused by the use of the owner's property.
  - h. Effective 1 June 2012 the owner of a vessel in the Hardstand and using an electrical outlet in the Hardstand has the responsibility to comply with the **Standard Operating Procedure No. ADM017 "Use of Electricity Outlets in the Hardstand Area"**.

### 6. Refund of Hardstand Fees

- a. The holder of a hardstand right may at any time before the due expiry date, surrender that hardstand right by notice in writing.

- b. Where a hardstand right is surrendered pursuant to **Clause 6(a)**, the Association shall grant to the holder thereof a refund of part of the dues paid in respect of that hardstand as calculated in accordance with **Clause 6(c)**.
- c. The amount of any refund granted pursuant to **Clause 6(b)** shall be one twelfth of dues paid where such dues have been paid annually in advance or one sixth of the dues paid where such dues have been paid six months in advance, for each whole month remaining of the un-expired period of that hardstand right.
- d. A person shall not sublet a hardstand right.
- e. A hardstand right is not transferable.

## 7 Pontoon

1. Vessels which are entitled, subject to this by-law, to be moored at the pontoon are those belonging to and in charge of members or those which are moored by the express written permission of the Secretary of VMR Brisbane.
2. The out-stream face of the pontoon shall be only for the purpose of embarking or disembarking of crews and/or the loading or unloading of stores, equipment, etc. Period of use of this facility must be limited to a minimum on all occasions and **must not exceed 20 minutes maximum**.
3. **Vessels shall not be left at any time at the upstream face of the pontoon.**
4. Work may be performed on vessels moored at the downstream inshore face of the pontoon provided that an application, in writing, stating the work to be performed, is lodged with the Association Secretary and approved in writing. This provision for use of the pontoon shall not apply for Saturdays, Sundays and public holidays. Rate of charge for this purpose is \$10.00 per day or part thereof, payable in advance.
5. Vessels are not to be moored at the walkway of the pontoon.
6. The rigging, etc., of vessels shall not be connected to any part of the pontoon or its walkway.
7. All Association members are expected to adhere to notices on the pontoon.
8. Members using the pontoon etc., must ensure that same is left in a shipshape condition.
9. Swimming in the vicinity of the pontoon is prohibited.
10. Fishing and/or diving from the pontoon or its walkway is prohibited.
11. Members misusing the pontoon and its associated facilities will be considered to be in contravention of this By-Law.
12. The penalty for contravention of this by-law is as determined by the VMR Brisbane Management Committee.

## 7 Dress and Clubhouse

1. Members dress must be clean, neat and tidy and conformity with the function in progress. Should they not conform to this standard they may be asked to withdraw at the discretion of the Senior Club Officer present. At no time will persons wearing wet clothing be admitted to the upstairs area of the clubhouse.
2. No animals are permitted within the clubhouse.

3. To comply with our licensed club permit, no alcohol beverage other than those purchased from the bar are to be consumed on these premises.
4. All members shall carry Personal Identification of club membership while on club premises.
5. All club members' cars, boats and trailers normally on the club premises shall exhibit clearly a VMR Brisbane decal with a current date sticker.
6. Damage to any club property is to be re-instated by the member or members concerned to the satisfaction of the club Management Committee.

## 9 Security

1. It is the responsibility of all members to ensure that all gates are closed and locked on departure from the club.

## 10 Membership

1. Full membership of a deceased member to automatically transfer to their spouse, to be continued at their wish on payment of normal yearly renewal subscription when due.
2. Only members of VMR Brisbane having full voting rights shall be issued with keys (no keys to be issued to associate members).
3. A key custodian shall be appointed by the Management Committee.
4. Keys shall be held by the key custodian and shall be issued by said person. A key register shall be kept and all keys shall be signed for by the receiving member/s and shall be signed back when returned to the key custodian.
5. A key deposit of \$20.00 shall be paid on each key issued. This deposit shall be refunded when the key is returned to the key custodian.
6. No keys shall be issued by post and it will be the responsibility of the member/s receiving the key to make arrangements with the key custodian for the collection of same.
7. The key deposit shall be extra to the current joining fee and annual membership fee.
8. Keys other than those for general members and hardstand will be issued by the Key Custodian on approval of the Management Committee.

With reference to **Section 6 Membership Fees Clause (2) of the Rules of Association**, effective 1 July 2011 new members are to be charged the membership fees on a pro rata basis that being one twelfth of the applicable annual membership fee for each whole remaining month of the financial year. For example a new member whose application is accepted in August would pay ten twelfths of the annual membership fee. To avoid any doubt, this new arrangement for the new member membership fees applies to all membership categories and the nomination fee is still payable.