

MANAPOURI BOATING CLUB MOORING RULES



Definitions

For the purpose of interpreting these rules the following definitions shall apply.

Moorings: Shall be taken to mean a strip of water from the lake shore to approximately thirty meters from the lake shore. These strips of water are numbered by and allocated to mooring holders by the Manapouri Boating Club. Mooring holders are expected to place a buoy attached to a sound mooring block by a secure chain in a line representing the centre line between the outside perimeters of the strip of water.

Mooring Holders: Shall be paid up members of the Manapouri Boat Club who have an interest in the Manapouri Boat Club and a current and active interest in the utilization of the lake for business or recreational reasons. The mooring holder is the person named in the records of the Manapouri Boat Club and that person shall be held responsible for payment of fees and for any other matter relating to the mooring.

Jetty: Shall mean a structure extending from the shore into the water, within the boundaries of a mooring, specifically erected for the purpose of boarding and disembarking a vessel.

Club: Shall mean the Manapouri Boating Club.

Committee: Means the currently elected Committee of the Club.

RULES

1. Moorings shall be allocated on a year to year basis with automatic right of renewal provided that the following conditions are met.
2. Mooring holders shall be financial members of the Manapouri Boating Club and shall pay an annual fee within the due date. The mooring year is from 1 October to 30 September. An invoice for the amount due will be forwarded to mooring holders early in October each year and payment will be due 31 October of that year. The fee shall be that which is determined at the Annual General Meeting of the Manapouri Boating Club.

Loose mooring if not paid by 20 Dec of that year.

3. No mooring holder shall sub-let the mooring. This does not preclude members allowing other boat club members to use the mooring on a short term basis (less than 24 hrs) but is designed to stop the unfair practice of members who do not have a current and active interest in the Manapouri Boating Club or the lake, paying fees and allowing other persons to occupy the mooring.

The executive committee can rescind the allocation of a mooring which is not being used.



4. No mooring holder may allocate the mooring to another person. When a mooring holder no longer has a personal use for the mooring the allocation right is to be returned to the club who will reallocate the mooring from the waiting list.
5. Every mooring holder is responsible for keeping the allocated area in a clean and tidy condition. This will require the removal of dunnage and noxious weeds from the shore within the bounds of the mooring. The Committee may inspect the sites from time to time and advise members of any reasonable work that may be required. Should the mooring holder unreasonably fail to keep the mooring clean and tidy the Committee may at its discretion rescind the mooring holder's right to that mooring.
6. Mooring holders who have jetties are required to keep them in a safe and tidy condition. Mooring holders are assumed to be the owners of the jetty and are responsible for any safety issues which may arise. Mooring holders must meet the terms and conditions laid down by Environsouth with regards to jetties. By payment of the annual fee and occupation of the mooring the mooring holders indemnify the Club against any safety issue which may arise regarding the jetty. However this may preclude the committee inspecting the jetty from time to time and advising members of any reasonable work that may be required. Should the mooring holder unreasonably fail to secure the safety and tidiness of the jetty the Committee may at its discretion rescind the mooring holder's right to that mooring.
7. No member shall erect a new jetty without the express permission of the Manapouri Boating Club who in turn will require permission from Environsouth.
8. Waiting List: The waiting list shall be comprised of financial members of the Club who have indicated that they desire to occupy a mooring when one becomes available.
9. The waiting list shall be operating fairly and in sequence. Members who have been on the waiting list for the longest period of time shall be offered a mooring first. Should the mooring offered not be acceptable to them the mooring will be offered to the person who has been on the next longest period of time. Where the request for a mooring concerns a commercial operator the Club reserves a discretionary right to exclusion from this clause.

If a person on the waiting list turns down an offered a mooring, he or she will remain on the waiting list based on the original date of his or her request.

An existing mooring holder who requests an upgrade to a better mooring is to contact the club secretary. The date of this request is to be used as the waiting list date.



10. Transfer of jetties and mooring buoys: In the event of a mooring holder rescinding the right to occupy a mooring, the ownership of the jetty, mooring block, chain and buoy remains with them. They may remove these items or negotiate sale to new owner. *This must be done within one month of giving up the mooring or it will become property of the Club.* The Club has no interest in these matters.
11. Club Jetty: The Club Jetty is for use by members. Generally it is to be used for loading and unloading. Absence from a vessel while it is tied to the jetty is discouraged. However a reasonable absence (for example to take a vehicle and trailer to car park) is not precluded.
12. Dispute Procedures: In the event of a dispute between a mooring holder and the Club the following procedures shall apply. Both parties shall agree on an independent arbitrator who shall hear the argument of both sides and come to a decision. Cross examination shall be allowed. The decision shall be binding on both parties. The allocation of costs shall be determined by the Arbitrator.