



swan
yacht
CLUB INC

ESTABLISHED 1904

MEMBERSHIP APPLICATION



SWAN YACHT CLUB, RIVERSIDE ROAD, EAST FREMANTLE WA 6158
PHONE: (08) 9339 3520 EMAIL: RECEPTION@SWANYACHTCLUB.COM.AU

MEMBERS DETAILS

TITLE – MR, MRS MISS, MS, OTHER _____ DATE OF BIRTH _____

SURNAME _____ GIVEN NAME _____

RESIDENTIAL ADDRESS _____

SUBURB _____ POSTCODE _____

POSTAL ADDRESS IF DIFFERENT _____

SUBURB _____ POSTCODE _____

HOME PHONE _____ MOBILE _____

EMAIL ADDRESS _____

(All club correspondence will be sent via email unless requested in writing).

OCCUPATION _____

Are you a member of another boating club: YES ☐ NO ☐ Club: _____

Have you ever been refused membership here or at any other club? YES ☐ NO ☐

HSS AND MEMBERSHIP CARDS

HOUSE SUPPORT SYSTEM (HSS)

The HSS aims to encourage members to use the Club's food and beverage facilities more often.

A charge of \$65 (Social members) and \$130 (Full, Country and Senior) will appear on your statement on 1st July, 30th September, 31st December and 31st March. This will be a consumable credit on your account that is available to you once you have paid the invoice. HSS has a 6 month expiry from invoice date except for the amount invoiced on 31st March which only has 3 months.

You can check your balance at any time by contacting the office or via the Bar/Galley Staff. If your credit is paid for but left unused after the expiry times, it will be forfeited and the Club will invest the unused credit into various ongoing capital projects.

MEMBERSHIP CARDS

All members must present a valid membership card to gain access to member's prices on food and beverage. Failure to produce a valid membership card could result in no service at the bar areas. A replacement of membership card shall incur an administration fee of \$10.

Statements/Correspondence is sent via email unless otherwise requested.

I acknowledge that I have read the clubs Constitution, Bylaws, Appendices and guidelines that are available on the SYC website:
www.swanyachtclub.com.au/members/guidelines
or on file in the reception of the SYC facility.

Passport style photo is required upon Membership Application.

MEMBERSHIP TYPE

<input type="checkbox"/> Full Nomination	\$1200	<input type="checkbox"/> Senior Nomination	\$1200	<input type="checkbox"/> Social Membership	\$130
<input type="checkbox"/> Full Membership	\$1250	<input type="checkbox"/> Senior Membership	\$770	<input type="checkbox"/> Boat trailer access	\$384
<input type="checkbox"/> Country Membership	\$770	<input type="checkbox"/> Associate Nomination	\$-	<input type="checkbox"/> Pen wait list deposit	\$1000
<input type="checkbox"/> Country Nomination	\$1200	<input type="checkbox"/> Associate Membership	\$78	<input type="checkbox"/> Add SYC T Shirt	\$35
<input type="checkbox"/> Function Membership	\$-	<input type="checkbox"/> Social Nomination	\$90	<input type="checkbox"/> Add SYC Cap	\$20

Other boat pen and associated fees as listed on the club website's Membership page.

TOTAL: _____

PROPOSERS NAME _____ NO. _____

SIGNATURE _____

SECONDEES NAME _____ NO. _____

SIGNATURE _____

SIGNATURE OF APPLICANTS _____

TERMS & CONDITIONS (SEE NEXT PAGE)

Your membership is strictly conditional upon your written acknowledgement and acceptance of the Membership Terms and Conditions, which are available for download from the club's website at **www.swanyachtclub.com.au**. You are required to include a copy of the signed Membership Terms and Conditions with your application, when submitting your application to the Club.

LODGEMENT METHODS

By mail: Return the completed forms and payment to: The Swan Yacht Club, PO Box 20 Palmyra 6957

In person: Return completed forms in person to: The Swan Yacht Club, Riverside Rd East Fremantle 6158

By Email: You could scan the completed forms and send via email to: reception@swanyachtclub.com.au

MEMBERSHIP PAYMENT DETAILS

☐ Cheque ☐ Credit Card ☐ Cash ☐ Direct deposit (please make cheque payable to The Swan Yacht Club)
☐ Visa ☐ Mastercard Account: Swan Yacht Club / Account No. 3375846 / BSB: 306-089

Card No: ____ / ____ / ____ expiry date ____ / ____ TOTAL \$ _____

Card Holders Name: _____ Signature: _____

OFFICE USE ONLY

Date Paid: ____ / ____ / ____ Membership Numbers/s: _____ Photo #: _____

Membership ID: _____ Receipt # / Initials: _____

TERMS & CONDITIONS

1. Acceptance of Terms & Conditions

Each time you enter the Club and use its Facilities or Services, you agree to be bound by these Terms and Conditions, including as they may be amended from time to time, with or without notice to you. In addition, when using Club Facilities or Services, you will be subject to the Club Rules and Documents as they are applicable to those Facilities or Services, and the terms and conditions contained in all the Club Documents, shall be incorporated by reference into these Terms and Conditions, as if specifically set out herein.

2. Definitions

Business Day means any day which is not a Saturday, Sunday or Gazetted public holiday in Western Australia.

Child, for the purposes of these Terms and Conditions, means an incompetent person who is under 18 years of age or who, because of a physical or mental disability, lacks the capacity to understand a risk warning.

Club, "we", "our" or "us" means the Swan Yacht Club (Inc), inclusive of its agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries and employees.

Club Documents means the Club's Constitution, By-laws, Appendices, Regulations and Codes, as amended from time to time, located at www.swanyachtclub.com.au and hard copies of which are available at your request.

Club Facilities means the Club's Premises, moorings and jetties and other facilities which enable the Members to use the Club for leisure, Recreational Activity and functions.

Club Privileges means the privileges that arise from becoming a Member of the Club, including, without limitation, use of the Club Facilities and Services.

Club Premises means the premises of the Club from time to time, currently located at Riverside Drive, East Fremantle, Western Australia, and

encompasses only the land, moorings, jetties, slip ways, car park, launching ramp and other structures thereon.

Club Rules means the Rules of the Club as amended from time to time, which are located at the Club Premises.

Club Services means services supplied to a person for the purposes of, in connection with or incidental to the pursuit by the person of a Recreational Activity.

Member means an individual who has entered into this Membership Agreement with the Club and has also been accepted by the Committee to Membership of the Club in one of the categories of Membership described in clauses 5(a)-(d) of the Club's Constitution, and Membership has a corresponding meaning.

Membership Card means the Club Membership card allowing you to enter the Club and use the Club's Facilities and Services.

Membership Fees means the fees that are due and payable by you pursuant to this Membership Agreement, payment of which enables you to become and continue as a Member. Payment of the Membership Fees is governed by the Club's Membership Payment Terms and Conditions available on the Club's website.

Members' Rights means the Members' Rights as described in clauses 7(a)-(k) of the Club's Constitution.

Recreational Activity means any sport or activity, including but not limited to, those water sports, sailing and boating activities and leisure activities, that a Member engages in as a Member of the Club, for the Member's enjoyment, relaxation or leisure.

You, means the individual applying to become a Club Member and entering into this Membership Agreement.

3. Terms & conditions

(a) Your Membership is governed by this Membership Agreement and the Club Documents.

- (b) This Membership Agreement incorporates and includes these Terms and Conditions, and all Club Documents.
- (c) Accepting this Membership Agreement does not automatically entitle you to become a Member of the Club as your application may be subject to further review by the Club.
- (d) The Club reserves the right, in its sole discretion, to amend this Membership Agreement.
- (e) The Club holds, so far as a provision of this Membership Agreement is for the benefit of a third-party that provision on trust for the relevant third-party.

4. Membership

- (a) Your Membership permits you to use the Club's Premises and Facilities as shown and limited by the category of Membership identified. Your Membership is non-transferable by you unless deemed appropriate by the Club, for which written consent is to be provided to you by the Club, which consent may be granted or refused in the Club's absolute discretion.
- (b) You must provide the Club with any changes to your details, which are relevant to your Membership, in writing, within 21 Business Days of the changes occurring.
- (c) Your Membership entitles you to enjoy Club Privileges, as described in the Club Documents and this Membership Agreement.
- (d) The Club has the right to refuse entry to the Club and the Club Facilities to any Member for any reason, including, without limitation, failing to comply with these Terms and Conditions, and/or the Membership Agreement, and/or any other Membership obligations described in the Club Documents.

5. The right to Restrict or Terminate Your Membership

- (a) The Club may restrict a Member's Membership (including by limiting your access to the Club's Premises) at any time for any of the following

reasons:

- i. concern for the health and/or safety of the relevant Member; or
 - ii. non-compliance, improper or harmful conduct engaged in by the relevant Member.
- (b) The Club may terminate a Member's Membership at any time for any of the following reasons:
 - i. failure to make any payments of any Membership Fees that are due, owing and payable; or
 - ii. the Club reasonably suspects that the relevant Member is engaging in illegal activity in or around the Club and/or the Club Premises;
 - iii. failure to comply with the Club's Documents or any Member obligation set out in the Club Documents, or any part of this Membership Agreement; or
 - iv. the relevant Member's conduct is improper or harmful to the best interests of the Club or any of its Members.
 - (c) If the Club terminates your Membership in accordance with clause 5(b), that termination will be effective on and from the date that the Club sends written notice of such termination to you. You are liable for all unpaid financial obligations until that date. The Club will not refund any portion of your Membership Fees paid in advance.
 - (d) Upon termination of your Membership by the Club, you will cease to have access to the Club and the Club Premises, and the Club has the absolute discretion to deny you access to any part of the Club as a guest of another Member
 - (e) Upon termination of your Membership to the Club, any money owing to the Club up to and including the date your Membership ends, becomes immediately due and payable and the Club will be entitled to deduct the amount outstanding from any refund to which you may be eligible. If there is not enough money

TERMS & CONDITIONS (continued)

standing to your credit to cover the amount owing to the Club, you must immediately pay the balance of the amount owing.

- (f) Upon termination of your Membership by your election, which must be put to the Club in writing, you may continue to use the Club Facilities and Services for any period for which you have paid in advance. However, you will cease to have access to the Club Facilities and Services, once any such period expires. Membership subscription will not be refunded.
- (g) Termination or expiration of this Membership Agreement shall be without prejudice to the rights of each party against the other in respect of anything done or omitted under this Membership Agreement prior to such termination or expiration.

6. Membership Acknowledgement

- (a) You acknowledge by your execution hereof, or the performance of your obligations hereunder, that this is an ongoing Membership Agreement, which will continue in operation until either you or the Club terminates this Membership Agreement in any of the ways described in clause 5 above.
- (b) If an automatic debit arrangement is in place for the payment of your Membership Fees, those Membership Fees will continue to be debited from your credit card or account until you or the Club cancels the arrangement by notifying your bank or credit provider. If you terminate the payment arrangement or automatic debit arrangement in a manner not described in these Terms and Conditions, then you may be liable to the Club for damages for breach of contract, and the Club's rights in that regard are reserved in full.

7. Release and Indemnity

- (a) If you execute or perform the Terms and Conditions of this Membership Agreement, you thereby agree to restrict the liability of the Club if you are killed or injured, with the

result that compensation may not be payable if you or a third party suffers death or personal injury.

- (b) The Club may refuse to provide you with the Club Services or with access to the Club and/or the Club Premises, if you do not agree to exclude, restrict or modify your rights by executing or performing the Terms and Conditions of this Membership Agreement.
- (c) The Club has risk warnings on signage erected on and around the Club Premises that warns persons to take care when being on, or engaging in the use of the Club Premises, Services, Facilities and Recreational Activity. A parent or legal guardian of a Child who brings a Child onto Club Premises and/or the Child engages in Recreational Activity and/or uses the Club's Facilities and/or Services, is solely responsible for the safety of the Child.
- (d) If a Child suffers harm while on Club Premises and/or while engaging in Recreational Activity and/or using the Club's Facilities and/or Services, the Club will rely on a risk warning to a parent or legal guardian of the Child, as evidence that the Club is not liable.
- (e) You and your guests, and any Child you bring to the Club, use the Club Facilities and Services entirely at your own risk and by executing or performing the Terms and Conditions of this Membership Agreement, you acknowledge that the use of the Club Facilities and Services may involve the risk of injury, whether caused by you or by another party.
- (f) By executing or performing the Terms and Conditions of this Membership Agreement, you agree that the Club will not be liable for any loss of, injury to, or damage or theft of property, belonging to, or brought onto the Club Premises by, you or your guests, or for any death, personal injury or illness suffered or incurred on the Club Premises by, you or your guests, or from using the Club Facilities or Services.

- (g) This release does not apply if your death or injury results from gross negligence by the Club.
- (h) You agree to indemnify and hold harmless the Club, and the Club's subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders, from and against any and all claims, actions, costs, damages, losses or demands, including the payment of legal fees, that may be made or suffered or incurred by any third party, due to or arising in any way out of your conduct or connection with the Club, or due to or arising in any way from your use of the Club, and/or Club Facilities and/or Club Services, your violation of these Terms and Conditions, this Membership Agreement or the Club Documents, or any other violation of the rights of another person or party.

8. Risk Warning

- (a) The Club hereby warns you, that whilst you are on Club Premises and/or engaging in Recreational Activity or utilising the Club Facilities and/or Services, you may at times, be at risk of suffering physical harm or injury.
- (b) By executing or performing the Terms and Conditions of this Membership Agreement, you acknowledge that whilst every attempt is made to ensure that the Club Services and Facilities are safe, there are some inherent risks involved in engaging in Recreational Activity or utilising the Club Facilities and/or Services, and you hereby agree and confirm that you are participating voluntarily in such Recreational Activity and/or utilising the Club Facilities and/or Services at your own risk and responsibility, thereby exposing yourself to certain risks.
- (c) You acknowledge that all persons entering the Club Premises and utilising the Club Facilities and/or the Club Services, including you and your guests, shall be deemed to do so at their

own risk.

9. Waiver

- (a) You acknowledge that you use the Club Premises and/or the Club Services and Club Facilities, and engage in Recreational Activity, entirely at your own risk and accordingly hereby waive, release and discharge all and any claims, rights or causes of action of whatsoever nature and howsoever arising, including from any negligent act or omission of the Club or any person, whether or not presently ascertained, immediate, future or contingent, which you may otherwise but for this provision have had, for or arising out of any loss of life or injury, damage or loss of any description whatsoever and howsoever caused, which you may suffer or sustain in the course of or consequent upon any use of the Club, the Club Facilities and/or the Club Services.
- (b) This waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law within all Australian States and Territories.
- (c) These Terms and Conditions are subject to the law applicable in the State of Western Australia and the parties submit to the exclusive jurisdiction of the Courts of Western Australia.

I, _____
(print name), hereby acknowledge that
I have read, understood and accept the
Club's Membership Terms and Conditions.

Signature: _____

Date: _____

MEMBERSHIP BENEFITS

MEMBERSHIPS	FULL	COUNTRY	SENIOR	ASSOCIATE	SOCIAL
Nomination	\$1200	\$1200	\$1200		\$90
Subscription	\$1250	\$770	\$770	\$78	\$130
House Support System (HSS)	\$130/QTR	\$480/ANN	\$65/QTR		\$65/QTR

BENEFITS	FULL	COUNTRY	SENIOR	ASSOCIATE	SOCIAL
Voting rights	*	*	*		
Attendance at Annual General Meetings	*	*	*		
Committee nomination	*	*	*		
Access to boating facilities	*	*	*	*	
Access to club facilities	*	*	*	*	*
Member parking access	*	*	*	*	*
Distribution of publications	*	*	*	*	*
Discounted ticket prices for nominated events	*	*	*	*	*
Discounted food and beverage	* (10%)	*	*	*	*
Discounted room hire	* (50%)				

Conditions or additional charges may apply. All membership benefits are subject to the Club Fee Schedule and Constitution, Rules and By-Laws. The above list is only a guide.