

## APPENDIX 2

### THE AUCKLAND UNIVERSITY CANOE CLUB (INC) GEAR HIREAGE POLICY

#### 1) DEFINITIONS

- a) Club gear shall include all paddles, Helmets, Sprayskirts, Kayaks, Kayaking outfitting, Deck Covers, First Aid Kits, Throwbags, Carabiners, Rafts, Raft pumps, AirBags, River Rescue Equipment, and any other equipment that is property of AUCC.
- b) Club trips shall include all trips authorised in accordance with the AUCC Safety Policy
- c) Club member is any life member, instructor, seconder or member that comes within section 3 (a), (b) or (c) of the Constitution of the Auckland University Canoe Club
- d) A non-member is a person that does not fall within the definition of a Club member. Ex officio members for the purpose of this policy are non-members.

#### 2) STORAGE OF GEAR

- a) All Club gear is to be stored at the clubs gear shed located at the Tamaki Campus of the Auckland University unless prior approval from the Gear Shed Officer has been given to store the gear elsewhere.
- b) The Gear Shed officer shall keep the combination to the gear shed and shall be responsible for changing the combination from time to time.
- c) The Gear Shed Officer is responsible for ensuring that gear is stored in the gearshed, and if it is not ensuring that a record of where the gear is stored is kept.
- d) The Gear Shed Officer is also responsible for keeping a record of who hires what gear and when.

#### 3) HIRING CLUB GEAR

- a) Persons may hire gear for a set time from the gear shed with approval of the Gear Shed Officer.
- b) A Club member may hire club gear for a fee, which may be fixed from time to time in a General Meeting.
- c) A non member of the AUCC may hire gear for a fee in excess of the fee set for members, which may be fixed from time to time in a General Meeting.
- d) The person(s) who hire the gear are responsible for arranging a suitable time to (i) pick up the gear, (ii) return the gear, and (iii) ensure that when gear is borrowed from the gear shed that it is locked when they leave.
- e) The Gear Shed Officer has complete discretion to refuse gear hireage for any reason (such reasons do not have to be provided to a member) of any particular item of club gear to any person(s) regardless of membership.

#### 4) LIABILITY FOR LOSS OR DAMAGE OF CLUB GEAR

a) Members

- (i) AUCC will indemnify Club members against Club gear loss or damage on the river where the loss or damage occurred on a club trip and the gear was being used in accordance with the rules of gear hireage above. Except;
- (ii) If the loss or damage occurred on a trip that had been misrepresented by the organiser as a club trip, then AUCC will accept no responsibility for loss or damage of club gear. The person(s) who hired the gear may be fully responsible for the cost of repair or replacement. The committee may in these circumstances make the trip organiser liable for some portion of the cost of replacement or repair regardless of who was actually responsible for the loss or damage.
- (iii) AUCC will accept no responsibility for the loss or damage of club gear by a member whilst paddling where that loss or damage was the result of irresponsible or careless behaviour (such as, but not limited to, mislaying gear before or after a river trip, taking unnecessary risks on a river). In such circumstances the person(s) using the gear will be fully liable for the cost or replacement or repair.
- (iv) For the avoidance of doubt, what constitutes irresponsible or careless behaviour is solely within the discretion of the Committee to decide.
- (v) AUCC will accept no responsibility for the loss or damage of club gear by a member on a whilst paddling where that loss or damage occurred in a rapid that is more difficult than grade three in accordance with the standard adopted by the Safety Policy. Regardless of whether the loss or damage occurred on a club trip or not.
- (vi) Members will be responsible for loss or damage of gear that occurs while the member is not paddling
- (vii) Members will be responsible for loss or damage of gear that occurs outside of club trips.
- (viii) Members may also be fully liable for loss or damage of club gear where the gear has not been used in accordance with the rules of gear hireage as above.

b) Non members

- (i) Non members will be fully liable to AUCC for loss or damage of club gear whether on a river or not.

c) Both members and non-members shall be responsible for returning gear to either the gear shed or a location specified by the gear-shed officer. They shall continue to be liable until the Gear Shed officer has recorded that the gear has been returned. This means it is the person hiring the gear who shall be ultimately responsible for ensuring that they have been recorded as having returned the gear.

- d) The committee shall determine the extent to which any person(s) must cover the cost of repairs or replacement of loss gear.
- e) In all cases, those responsible for a loss or damage will be notified of their liability as soon as practicable and will have an opportunity to explain the circumstances to the committee. The committee will decide the extent to which the individual is liable. It also has the discretion to reduce the contribution required from the maximum levels detailed above, if it feels that circumstances warrant this.

5) REPAIR OR REPLACEMENT OF CLUB GEAR

a) A person responsible for gear loss may elect to:

- (i) Repair the damage (contributing to the cost of any materials required). The repair must be carried out to the satisfaction of (and within the time period specified by) the Committee Or;
- (ii) Organise for the repair to be carried out by somebody else (professional or otherwise) and contribute towards the cost (labour and materials) of having this done. The repair must be carried out to the satisfaction of and within the time period specified by the committee or;
- (iii) Contribute to the cost or replacing the item with equipment in a similar condition. The cost or replacement will be the amount listed in the clubs current valuation of club gear.

b) If the committee decides to replace the gear with new gear, regardless of the election of the person responsible, then the amount to be contributed shall be determined from the current valuation of club gear. The person responsible shall be under a duty to pay or to make arrangements to pay the amount as soon as it is determined regardless of whether the club purchases the equipment or not.

c) The committee has discretion to set the amount for replacing or repairing club gear to be contributed by the person responsible for losing the club gear at any level up to a maximum set by the current valuation of club gear.

6) AMENDMENTS

- a) These rules may be added to, repealed, or amended at any general meeting (annual or special) provided that such action shall be invalid unless the notice calling the meeting shall specify in general terms the proposed resolution and unless it be carried by a majority of at least two-thirds (2/3) of those present and entitled to vote.