

OLYMPIC SHARING SCHEME

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1 DOCUMENT PURPOSE

This document aims to provide a set of rules which will help to avoid disputes. However because of the nature of Olympic it will be easy for stresses to develop when things go wrong, so considerable "give and take" must be exercised by all those involved in the scheme.

2 INTRODUCTION

This document describes an arrangement which causes the financial and administrative burden of Olympic to be equitably shared amongst her major users. The scheme has been discussed amongst the majority of potential contributors and revised in line with the changes which were agreed.

Budgets and other items which change yearly are included in an appendix which will be re-issued annually after agreement at the Annual General Meeting (AGM). This avoids regeneration of the complete document each year.

The AGM will be held on the last Saturday of each January (called by the elected secretary¹) to discuss and commit to continued participation for a further year. This allows time for additional contributors to be found or for the scheme to be terminated in a timely fashion.

Additional meetings may be called by the chairman as necessary.

3 OVERVIEW OF THE SCHEME

This scheme is concerned with the maintenance and running costs of Olympic. A group of people, the Participants in "The Olympic Scheme," contribute annually to the total maintenance and running costs of Olympic. This group gets to use the boat and the right to book Olympic for their own or friends' use. The aim is to share the cost of running Olympic amongst all her users.

The owner of Olympic hands over operation of Olympic to the scheme at no cost in return for the scheme paying all costs regarding operation and maintenance of Olympic.

4 DETAILS

4.1 NUMBER OF PARTICIPANTS

Participants are individuals or family groups who pay an annual subscription to be part of the Olympic Scheme. Participants can be full members or half members

¹ Where this date causes difficulties for some Participants it is in the secretary's discretion to arrange another suitable date.

(where two members share an annual subscription and their boat usage rights). The number of Participant subscriptions is set at 10 and confirmed each year at the AGM. The AGM can choose, by agreement, to vary the number of Participant subscriptions for a particular year.

All Participants must ensure that their addresses and telephone numbers are known to the secretary with any changes during the year reported promptly. These are recorded in the annual appendix.

4.2 COST AND CHARGES TO PARTICIPANTS

The total predicted cost of running Olympic for one year will be covered by the sum of the Participants' annual subscriptions plus an allowance for income.

Running costs will be covered by the payment of a service charge paid once each time Olympic is used plus a daily charge. Both these charges must be paid whether the user is a Participant or not and will probably be shared amongst all the crew. The service charge covers items like end of trip pump out and the daily charge covers consumables such as fuel and gas.

The budget will be set at the AGM of Participants and will be for the year following the meeting. It will normally cover:

- 1) An estimate of outgoings
 - Licence Fee, Mooring Fee, Insurance
 - Scheduled Maintenance(§4.8)
 - Emergency Repairs(§4.9)
 - Other outgoings (excluding running costs)
 - Contingency
- 2) Setting
 - The Participant subscription charge
 - The service charge and daily charge
 - The non-Participant charge
- 3) An estimate of income for the year.
 - Cash carried forward from previous year
 - Total of Annual Subscriptions fromParticipants
 - Income from use of Olympic (net of running costs)
 - Other sources (e.g. non-Participants)

No other charges will be due from Participants whether they are guests of other users or using Olympic themselves. Spend above budget in any area and which is likely to over spend available funds, must be by agreement of all Participants who must unanimously agree with any corresponding supplementary charge.

4.3 EXCEPTIONAL CHARGES

From time-to-time exceptional costs to keep Olympic operational will arise that exceed the contingency funds. A fresh budget will be prepared and Participants and non-Participants in the Scheme will be asked if they are willing to fund the new

budget, and to what extent. A meeting of the Participants will then be called to determine the way ahead. If any Participant decides to withdraw from the scheme at this time they can do so without further payment to the scheme.

4.4 METHODS OF PAYMENT

Participant annual subscriptions are due at the annual meeting, either by cheque given to the Treasurer or by e-banking shortly afterwards. If e-banking is used the full amount must be transferred before 1st March. Exceptionally and by agreement with the Treasurer at the meeting this may be phased by transfer in three equal instalments on 1st March, 1st April and 1st May. The alternative to this is post-dated cheques given to the Treasurer at the meeting.

4.5 CHARGES TO NON-PARTICIPANTS

Non-Participants will be normally required to pay for use of the boat as a contribution to its maintenance. The charge may be waived at the discretion of the Participant who is running the trip. (normally only for children or relatives).

The charge to Non-Participants will be agreed at the annual meeting and is recorded in the appendix.

4.6 ADMINISTRATION OF BOAT BOOKING

All Participants² will be allocated a usage share of Olympic for the year, after allowing time for maintenance and Christmas. With 10 Participants this will equate to 3 weeks/year. Usage will be fragmented into one-week intervals starting on Thursdays. At the AGM, and during the year, Participants can request specific weeks and register them with the Olympic Diary Organizer. The Olympic Diary Organizer will maintain a calendar of bookings. Where more than one Participant wishes to use Olympic for the same week the OlympicDiary Organizerwill ask the Participants to agree a compromise. Where this is not possible the Olympic Diary Organizer and the Chair will decide. The normal handover time for adjoining boat use is 18:00 hours but it is expected that there will be a telephone or email discussion between the parties concerned to confirm or change this.

These allocated weeks are the responsibility of that Participant, including all administration of sublets. At the discretion of both Participants, they may be swapped with other Participant's weeks, or given to other Participants. The Participant in receipt of a transferred week is responsible for its administration.

Vacant weeks: Inform all Participants if you are not going to use an allocated week so that others can consider taking it up and maximise usage.

² Allocation of usage is done in full member units, where half members share a full membership it is for the half members to agree amongst themselves on how to split their usage entitlement.

If the boat is used when in a nominated winterised week, the cost of de winterising and re winterising will be borne by the Participant owning that week.

Problems encountered during the use of the boat (whether by a sublet or otherwise) are the responsibility of the administering Participant at the time of the problem. In particular this means organising a repair or finding another user prepared to do so.

Two weeks will be allocated for the XMAS trip. The organisation of the Christmas trip will be undertaken by an elected Participant who will determine the charges to Non-participants. The proceeds will be put into the funds.

4.7 ADMINISTRATION OF FUNDS

Funds will be held in a bank account. Withdrawal from this account will be solely vested in an elected treasurer (or his deputy in an emergency only).

Participants may pay for gas and pump out without reference to the treasurer and reclaim this by sending the treasurer receipts. *Short Term Licences:* Limited period licences should be charged to the trip concerned unless they are part of an over-all boat movement for the benefit of everyone (e.g. reaching or returning from the K&A as part of a pre-agreed plan). The sharing of the cost of a short-term licence which benefits a following user should privately arranged with them.

Each Participant may authorise emergency repairs to be undertaken up to a personal total, cumulative over the year. This is set out in the appendix.. Receipts should again be sent to the treasurer (A.S.A.P.) for repayment. The authorising Participant is responsible for initially paying the bill.

Emergency repairs exceeding this cumulative total must be first checked against remaining funds by the treasurer or deputy.

Each Participant is responsible at the end of each period of use for providing the treasurer with a clear, simple statement showing contributions to the boat fund and claims against it supported by receipts (even if these exactly cancel). The treasurer will respond to claims promptly and normally before banking any payment.

If the fund is unable to support a category of expenditure, the treasurer will inform all Participants.

4.8 SCHEDULED MAINTENANCE

The list of jobs for the coming year, together with the approximate budget for each item, will be agreed at the AGM and recorded in the appendix.

Participants are responsible for undertaking all this work. Responsibility for organising materials and the work (to budget) will be agreed at the AGM and included in the appendix.

4.9 EMERGENCY REPAIRS

Emergency repairs may be authorised by any Participant within the limits set out in the annual appendix. They will normally be organized by the owner of the week in which the breakdown occurs.

4.10 WITHDRAWAL FROM THE SCHEME

A Participant may withdraw from the scheme at any time after payment of any outstanding usage charges. There will be no refund of the annual Participant subscription.

Olympic's owner(s) can initiate termination of the scheme at any time.

4.11 TERMINATION OF THE SCHEME

Termination of the scheme can be initiated by:

- A majority vote at the AGM.
- A majority vote at an ad-hoc meeting of a majority of Participants where all Participants are given an opportunity to attend.
- Olympic's owner(s) at any time.

On termination remaining money will be shared equally amongst the Participants pro rata with their annual subscription for the year or retained for use in boat improvement if this agreed. This includes money recoverable from licence, insurance or mooring. A period for the run down of the scheme will be agreed.

On scheme termination responsibility for Olympic returns to the owner(s).

4.12 ENTRY TO THE SCHEME

New Participants may enter the scheme by majority agreement of the existing Participants. This rule applies both midterm and at the AGM.

4.13 END OF TRIP OBLIGATIONS

At the end of every trip it is the responsibility of the organising Participant to ensure that the position of Olympic is reported to all other Participants by email. This rule applies regardless of who else may be told (even if it is the next user with handover at the boat). Participants should play safe and report that Olympic hasn't moved if this is appropriate.

Tea towels and dirty pillow cases must be laundered and replaced on the boat in time for the next user. It will normally be expected that users will bring their own pillow cases and towels to avoid this problem.

It is the responsibility of the organising Participant to ensure that Olympic is left legally and safely moored until the next planned use - no matter how long this is. The following measures are to be followed:

- The use of protected moorings at yards should be planned in advance if the boat is to be left in susceptible areas. Use boat yards more often.
- If left on occasional moorings and a break-in happens before the next user takes over, it is the responsibility of the moorer to re-instate Olympic to a usable state.
 The exception to this is where an agreed hand-over (e.g. the next week-end) has not been met by the next user - in which case the next user is responsible.
- Make hand-over more positive understand how long the boat will be left <u>before</u> leaving.
- Known susceptible areas are listed in the annual appendix:

It is the responsibility of each user to make good at their own expense, breakages / loss of inventory before leaving the boat.

A handover sheet to communicate useful information to later users (such as problems with the boat) must be completed.

The boat must be left clean for the next user.

4.14 END OF TRIP REFUELLING ETC.

Arrangements should be made to refuel Olympic, replace empty gas bottles and pump out the toilets (unless the latter is agreed to be unnecessary by the next user). It is the responsibility of the Participant who has used the boat to make these arrangements. The method by which these arrangements are communicated to the next user is agreed at the AGM and is recorded in the appendix.

By agreement at the AGM, the boat may be left at any safe mooring within the cruising area agreed for the season at the last AGM. Trip organisers should leave the boat with its toilets pumped out, empty gas cylinders replaced and the diesel tank refuelled if less than 25% full.

4.15 LONG TERM BREAKDOWNS AND OTHER PROBLEMS

A user or Participant may lose the use of Olympic for part or all of their allocated week because of breakdown. It must be expected that this will happen to someone, sometime and is a risk accepted by Participants. No compensation nor alternative week is guaranteed, though other Participants are expected to help by offering free any weeks where Olympic will be idle.

It is important to retain good will in the group by each Participant taking care to fix or get fixed any new problems and avoiding passing them on to the next user. It is particularly important that strenuous efforts are made to get the boat operational for the next user, even if a major breakdown occurs in the final seconds of a trip.

5 OFFICERS

The following officers will be elected at each AGM for the year:

- Chair
- Treasurer
- Secretary
- Deputy Treasurer (review expenditure, propose draft budget)
- BSS Compliance
- Christmas Trip Organiser
- Working weekend organiser
- Olympic Diary organiser

6 DOCUMENT CHANGES

This section records for historical purposes the changes to the document.

Issue 5 to Issue 6

Extraction of annual variations into an appendix to be re-issued annually. The document was appropriately generalised to accommodate this change, without significant change to its meaning. A Location Recorder was added to the officials.

Issue 6 to Issue 7

- 1. The method and timing for the payment of contributions (§4.4).
- 2. Calendar is issued separately (§4.6).
- 3. Date of meeting (§4.11).
- 4. Obligation for safe legal mooring (§4.13).
- 5. Boatyard communication (§4.14).

Issue 7 to Issue 8

- 1. Changes to incorporate Scheme revisions appended to minutes for several years:
- 2. Informing others of vacant weeks (§4.6).
- 3. Charging of short-term licences (§4.7).
- 4. Netting off trip charges and costs is now a requirement (§4.7).
- 5. Addition of detail to handover responsibilities (§4.13).

Issue 8 to Issue 9

The scheme as formally written did not align with practice in one significant aspect: It allowed Participants to retain takings from the use of Olympic by non-participants during their allocated weeks. Participants are no longer allowed to retain takings. This change, proposed by email on 5/2/07 was unopposed and is now incorporated (§4.5).

<u>Issue 9 to Issue 10</u> (Changes were agreed at the January 2010 meeting and are sidelined)

- 1. Change to payment subscriptions to include e-banking and its due dates (§4.4).
- 2. Change to handover time from 21:00 to 18:00 (§4.4).

<u>Issue 10 to Issue 11</u> (Changes were agreed at the January 2025 AGM)

10 to 11.0. Document reformatted to latest version of Word, page numbers inserted, fonts made consistent, spacing standardised, missing references removed and spelling mistakes corrected. No changes to the text.

11.0 to 11.1. This change control paragraph added.

11.1 to 11.4.

- Replaced David Fisher references with Owner(s), to allow for David Brough or the Trustees.
- Reference to maximum number of Participants as 10 removed.
- Office of Chair added to list of Officers.
- Office of "Boat Location Recorder" replaced by "Olympic Diary Organizer" and responsibilities altered.
- Terminology of Participants/contributors standardized on Participants and Non-Participants.
- "Share" terminology where it describes annual money paid in by Participants replaced by "annual subscription."
- Sub Letting to Non-Participants option deleted.
- Wording changed to reflect current practice where appropriate.

11.4 to 11.5

- Numerous minor textual and punctuation changes.
- Wording on scheme termination clarified.
- Number of participants set at 10.
- Change control moved to back of document.