

Terms and Conditions of Mooring Agreements

- 1) To be eligible to lease a mooring a member must be a full voting member of the club. A new member may be offered a mooring if available.
- 2) Holder of a Mooring Agreement
This agreement entitles the mooring holder to moor the named vessel at that berth/mooring for the period specified in the mooring agreement. The agreement shall contain details of the vessel relevant to the moorings suitability.
- 3) The club reserves the right to rearrange moorings on the annual renewal of mooring agreements to achieve a more suitable distribution of boats with regards to:
 - a) Type
 - b) Keel configuration
 - c) The general safety of the vessels moored
 - d) Improving stewardship of mooring stock
 - e) consideration of members needs
- 4) If a member does not have a suitable vessel when a mooring is offered then the member may accept the offer but the Mooring Agreement shall contain no vessel details. The mooring may then be used as a temporary mooring until the Mooring Agreement is amended to include the details of the named vessel.
- 5) Payment of the mooring fee specifically for a named mooring constitutes a members acceptance of the terms of the Mooring Agreement. Acceptance of a Mooring Agreement binds a member to these Terms and Conditions.
- 6) Acceptance by the club of the mooring fee constitutes a Mooring Agreement with the member.

Proof of insurance must be produced when a Mooring Agreement is first issued. Upon subsequent renewals of the mooring agreement the member must return the annual payment in advance along with a signed declaration of valid insurance including policy number, the name of insurer and the next renewal date.

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- 6) Cont) Documentary proof of insurance must be produced if requested by the Mooring Committee and failure to do so may result in the application of **Sanction 1** leading to the possible termination of the agreement and or immediate removal the vessel.
- 7) A mooring agreement will be automatically offered for renewal unless the Mooring has been deemed not to have been used in the best interest of sailing or other suitable water activities, or has been used in a manner prejudicial to the rights and interests of other mooring holders.
- 8) A mooring agreement will be referred to the club committee for review and possible termination if:
 - a) The mooring is occupied prejudicial to the rights and interests of other club members.
 - b) The mooring is occupied by an inactive vessel.
 - c) The vessel, its ownership or any of the listed details are found to be incorrect.
 - d) The vessel and or the mooring holder are deemed to bring the club into disrepute
 - e) The mooring holder has behaved in a manner inconsistent with the rules of the club and has, after review by the committee, become the subject of **Sanction 4**.
- 9) Should a mooring agreement be terminated then the mooring must be vacated within six weeks of the termination of the agreement. Failure to comply will result in a daily visitor rate being charged as defined in ESCCS
- 10) Any vessel occupying a mooring, stored ashore or taking part in any club event within the derestriction of the club, shall be insured on renewal for third party liability for the minimum amount agreed at the AGM for that year.

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- 11) Any changes of details i.e. ownership or vessel, must be notified to the Mooring Master in advance. Providing that the changes do not render the boat unsuitable for the allocated berth, or break any other club rules or bylaws, then the agreement will be amended.
- 12) Club moorings may only be occupied by the vessel named in the mooring agreement unless:
 - a) A borrowed mooring arrangement is in force
 - b) The mooring committee have agreed an interim arrangement
 - c) The occupying vessel is a visitor and the Mooring holder is absent with the named vessel for the time concerned.
- 13) Members using club moorings and associated facilities do so at their own risk. They are responsible for the safety of their vessels at all times and the integrity its attachment to the club mooring equipment.
- 14) Each member is responsible for any damages caused by their vessel to other vessels, property, or club equipment.
- 15) Neither the club nor its officers or members shall be held responsible for any damage or injury arising out of the use, by a club member or His / Hers family or guests, of the club moorings or pontoon facilities.
- 16) Members who enter into an agreement to become Mooring Holders are deemed to have agreed to abide by the Harbour Bylaws Of The Club.
- 17) Mooring holders are deemed to have agreed to accept the requirements for Sanctions and to comply with any Sanction imposed upon them, provided that:
 - a) They are allowed a hearing to state their case before the club committee.
 - b) They are allowed a hearing under the club Grievance Procedure.
- 18) All boat legs and their fixings and mounts and all mooring aids must be constructed so that they will not cause damage to other vessels with which they may come into contact.

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- 19) Members allocated a temporary or borrowed mooring may be required to move their vessel to another temporary mooring at short notice; usually within 14 days of being asked to do so.
- 20) The club allocates temporary moorings with no obligation to renew the mooring agreement.
- 21) Trailered boats and ribs will be allowed 7 days grace per calendar year before incurring the mooring charges. This period of grace will not be deducted from any subsequent annual Mooring Agreement charges.
- 22) To enable timely notice of an issue affecting their moored vessel, Members with a Mooring Agreement shall provide a contact telephone number that they agree shall be made available to the Mooring Master. Members who do not wish to provide this information or are unobtainable accept that their vessel may be moved, secured or made safe by any member of the club in trying to correct an unsafe situation, and that the owning member shall accept that neither the club nor the members involved in such action shall be liable for any damage caused to or by their vessel during such reasonable actions; provide the members acted in good faith and within their own competencies as adjudged by the Flag Officers of the club.
- 23) Craft must not be used as permanent homes.

Charging Structure (ESCCS)

- 24) Members will be charged on an annual basis at the rate agreed at the club AGM and defined within the Eling Sailing Club Charging Structure (ESCCS)
- 25) Moorings offered after the 31st of March in any year will be charged pro rata for the remainder of that year.
- 26) Sailing Dinghies (boats less than 5.4m in length) will be charged the dinghy storage fee as defined within the ESCCS.
- 27) Motor boats and Ribs will be charged at the rate equivalent to the nearest suitable mooring size for the boat concerned as defined within the ESCCS.
- 28) Charges for vessels, operated by a full voting member of the club, moored temporarily without a formal mooring agreement will be levied pro rata equivalent to the rate for the type of mooring.
- 29) The storage charge for vessels ashore shall be defined within the ESCCS
- 30) No charge will be levied on mooring holders for borrowed moorings on an initial short term arrangement made with the Mooring Master. A charge may be levied for a borrowed moorings for any arrangements that were not agreed by the Mooring Master at the rate applicable to the mooring in use as defined in the ESCCS.
- 31) Use of the scrubbing off berth will not be charged to Members for per occasion use not exceeding 48hrs but periods in excess of this will be charged at Excess Charge Rate as defined in ESCCS.
- 32) Use of the club pontoons will not be charged to Members for a maximum stay of 2 tides. Stays exceeding this period must be with the agreement of the Mooring Master.

Failure to comply or to move when asked will incur an Excess Charge as defined in ESCCS.

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- 33) Use of the Drying Wall will not be charged to Members for per occasion stays not exceeding 7 days but periods in excess of this will be charged at the Excess Charged rate defined in ESCCS.
- 34) Use of the Derrick Berth will not be charged to Members for stays not exceeding 48 hrs but periods in excess while charged at the Excess Charge rate as defined in ESCCS
- 35) The Mooring Committee may remove or impose an Excess Charge as defined in the ESCCS for:
 - a) Unused trailers or cradles stored without permission within the pound.
 - b) A tender that doesn't comply with Bylaw 4.1
- 36) Removal of other equipment stored without consent within the club premises will be charged at cost. Items without an owner will be disposed of as seen fit.
- 37) Use of the mast rack is not chargeable for Mooring Agreement holders. Items must be part of current boat and Labelled clearly. No spare items to be stored.
- 38) The Mooring Master will advise members of all costs in advance for per occasion items such as Lift of vessel or the hire of specific equipment.
- 39) Charges will only be levied up to the levels stated within the ESCCS but in exceptional circumstances the Mooring Master may waive charges or part charges in the interests of the club and or an individual member. Wherever this occurs the discussion will be recorded in the minutes of the Mooring Committee meeting with an explanation of the reasons the charge has been waived or reduced and the strict time period for which this applies.

The use of the facility that falls within a chargeable category of Excess Charges will become an accrued cost to the member and will be added to their next annual membership and mooring fee Invoice unless explicitly paid as a separate payment.

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- 40) Should a mooring agreement be terminated then the mooring will be treated as a visitor mooring for charging purposes from the date of the termination of the agreement and removal of the vessel.
- 41) All charges are payable on demand. The Mooring Master will advise members of costs in advance for per occasion items. If fees due to the club become overdue the mooring agreement may be terminated. Failure to pay the agreed fee by the due date will result in the forfeiture of the mooring.
- 42) All payments should be made by cheque / transfer to the treasurer or club account. Any payment should carry the invoice reference number.

Two copies to be issued. One to be signed by the member and returned. Failure to do so renders the member as liable to lose their mooring rights.

Club Member signed _____

Printed _____

Date _____

Excepting where reserved rights are claimed by the member and recognised by the club.

These Terms and Conditions are subservient to section 12 of the club rules. They may be amended as required by the Mooring Committee upon giving 14 days notice to members through the WEB Site notice board and the Mooring Committee notice board and the new or amended Bylaws displayed as addenda to the Harbour Bylaws and accepted into force until the next AGM at which they will be voted upon under Rule 11.10. Bylaws passed after voting under Rule 11.10 shall be incorporated into these Bylaws, but if not passed, they will be rescinded immediately.

Issued subject to the rules of the club and the regulations and bylaws in force.

Proposed by the Mooring Master and Agreed by the Mooring Committee for the period 2019-2020