



Eling Sailing Club: Mooring Agreements

Terms and Conditions

1. To be eligible to hold a mooring contract the applicant must be a permanent member of the club over the age of 18. The Club will offer only one Mooring Agreement per member. A new member may be offered a mooring if available.
2. This agreement entitles a member to moor a named vessel at an agreed berth or mooring for the period specified in this contract. The mooring application form 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;
 - Type
 - Keel configuration
 - The general safety of the vessels moored
 - Improving stewardship of mooring stock
 - 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 of a mooring, and must submit a mooring application form to the mooring master to assess suitability before occupying the mooring.
The mooring may then be used as a temporary mooring until the Mooring application is received and approved.
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.
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;
 - The mooring is occupied prejudicial to the rights and interests of other club members.
 - The mooring is occupied by an inactive vessel.
The vessel, its ownership, or any of the listed details are found to be incorrect.
 - The vessel and or the mooring holder are deemed to bring the club into disrepute
 - 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 or incur a penalty charge.
10. Any changes of details, ie 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.
11. Club moorings may only be occupied by the vessel named in the mooring agreement unless,
 - A borrowed mooring arrangement is in force
 - The mooring committee have agreed an interim arrangement

- The occupying vessel is a visitor and the Mooring holder is absent with the named vessel for the time concerned.
12. Mooring holders are deemed to have agreed to accept the requirements for sanctions and to comply with any Sanction imposed upon them, provided that they are allowed a hearing:
- To state their case before the club committee
 - Under the club Grievance Procedure.

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.

13. The club allocates temporary moorings with no obligation to renew the mooring agreement.
14. 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.
15. 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.
16. Craft must not be used as permanent homes.

Charging Structure

17. Members will be charged on an annual basis at the rate agree at the club AGM and defined within the Charging Structures Of Eling Sailing Club
18. Moorings offered after the 31st of March in any year will be charged pro- rata for the remainder of that year.
19. Charges for vessels, operated by 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.
20. No charge will be levied on mooring holders for borrowed moorings on an initial short term arrangement made with the mooring committee. A charge may be levied for a borrowed moorings for any arrangements that were not agreed by the mooring committee.
21. The Mooring Committee may remove or levy a penalty charge to the owner for;
- 1) Unused trailers or cradles stored without permission within the pound.
 - 2) A tender that doesn't comply with Bylaw 4.1
22. 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.
23. Use of the mast rack is not chargeable for Mooring Agreement holders. Items must be part of current boat and Labeled clearly. No spare items to be stored.
24. Charges will only be levied up to the levels stated within the CSESC. To protect a members boat from damage or other 'Force Majeure' circumstances the Mooring Committee may waive charges or part charges where they have chosen to relocate the boat. 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.

25. The use of the facility that falls within a chargeable category of excess charges or default charges will become an accrue cost to the member and will be added to their next annual membership and mooring fee Invoice unless explicitly paid as a separate payment.
26. 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.
27. 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.
28. All payments should be made by cheque / transfer to or club account.
29. Any payment should carry your invoice ref no.

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

Club Member signed _____

Printed Name _____

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 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.