

Mooring Conditions

- 1) All members vessels shall be moored at the Club moorings and all mooring permits shall be granted upon and subject to these conditions, which may be revoked, amended or added to at any time or times and all members shall be bound by any such revocation, amendment or addition as shall be deemed necessary by the Committee.
- 2) The Club reserves the right to allocate a mooring in such a position as they by their Mooring Manager(s) may specify and may move or require to be moved at any time or times any vessel to an alternative mooring either temporarily or permanently.
- 3) Member's moorings shall be authorised annually by the issue of a mooring permit, which shall be subject to the conditions herein contained. All mooring permits shall be applied for on a prescribed form of application and members shall pay the mooring fee in the sum and manner prescribed by such application. The granting of a mooring permit shall not oblige the Club to renew or grant any further mooring permit and the Club reserve the right to grant or refuse to grant a mooring permit as they, by their Committee, shall in their sole discretion decide.
- 4) All members vessels moored at the Club moorings shall be in possession of and at all times display a current licence issued by British Waterways and shall be insured against Third Party claims in the sum of not less than £1,000,000. All vessels should also hold a valid Boat Safety Certificate. All members shall produce the above documents for inspection by the Mooring Manager at any time requested.
- 5) A mooring permit shall relate solely to the vessel specified on the members application and is valid only during such period that the vessel is owned by the member(s) specified in such application. A mooring permit shall be personal to the member(s) named therein and shall not, under any circumstances, be transferred or sub-let nor shall any vessel not specified in the mooring application be moored, either temporary or permanently at the members allocated mooring position without the consent in writing of the Committee, which may be granted or refused at their sole discretion.
- 6) No member holding a mooring permit shall cause or suffer any vessel to be permanently moored abreast of the vessel specified on the mooring permit contrary to the British Waterways lease.
- 7) No vessel moored at the Club moorings shall be used as a hire craft or houseboat or for permanent residential purposes unless expressly authorised, licensed and insured as such.
- 8) No member shall do, or permit to be done, in or upon any vessel authorised to be moored pursuant to a mooring permit, any act which in the opinion of the Committee shall or may be to the annoyance, nuisance or disturbance or damage of the Club or their leasers and their guarantors, licensees or other owners, tenants or occupiers of any adjoining property and in particular (but without limiting the foregoing) shall not dispose of sewage, refuse and rubbish except in such a manner as may be approved or directed by the Committee or appropriate authority.
- 9) Vessels moored at the Club moorings shall be kept at all times in a sound and watertight condition and maintained to a reasonably attractive standard and shall comply in all respects and such requirements, regulations and specifications as shall be prescribed by British Waterways, the Committee and/or the vessels insurers.
- 10) The Mooring Manager(s) or any person authorised by the Committee shall be entitled to moor, re-moor, deal with, enter or carry out work on any vessel at the owners sole risk, if in their opinion it shall be necessary to do so for the safety of the vessel or any other vessel or the Club's premises or moorings or so as to comply with the regulations of British Waterways. All charges and expenses incurred by the Club for this purpose shall be repaid by the member on demand.
- 11) Members shall moor their vessels in a good and sufficient manner and take all other such steps as may be necessary for the safety thereof, particularly in times of flood, frost, ice, storm, tempest or other adverse conditions and shall be solely responsible with regard to such moorings including the safety thereof.
- 12) All vessels are moored, kept, stored, worked on and used entirely at the members sole risk and the Club shall not be liable for any loss, injury or damage suffered by any person or vessel or equipment or property thereon or therein from any cause whatsoever. Members shall at their own cost in all things make good to the Club's satisfaction any loss, injury or damage arising from or caused by the maintenance, repair or reinstatement of their vessel and their moorings, bank or staging or by any failure or defect therein and shall indemnify and keep indemnified the Club and its members thereof from and against all actions, proceedings, costs, damages, expenses, claims and demands incurred in consequence thereof and of the user and of any breach or non-observance of these conditions.
- 13) Members shall at all times keep their moorings and the river bank for a distance of 20 feet from the waters edge in a clean and tidy condition and free of weeds and rubbish and cut the grass thereon as necessary and shall maintain and keep the staging thereof in a good state of repair and condition.
- 14) Members shall not place or suffer to be placed in the river or bank any post, pile, stage or other work whatsoever except with and in accordance with the licence of the Club. Any post, pile, staging or other works when placed or installed shall become the property of the Club. Any mooring allocated to a member which does not, in the opinion of the Committee, have staging complying with the requirements of the Club and/or British Waterways, shall be so amended, rebuilt or repaired by the member or at his/her expense as soon as is reasonably practicable, so as to be in accordance with a standard specification prescribed by the Committee and all such charges and expenses incurred for this purpose shall be repaid by the member on demand or by such instalments as shall be specified by the Club.
- 15) A mooring permit shall not be deemed to give the member(s) any warranty or condition as to the maintenance by the Club of a sufficient or any level of water in the river or mooring, or to oblige the Club to carry out dredging, bank maintenance or other work to the moorings or accesses thereto.
- 16) If and whenever a member shall use any lands of the Club or other accesses for the purpose of gaining access to and from his vessel, such use shall be deemed to be by the leave and licence of the Club. No member shall bring any motor vehicle upon any accesses for the purpose of obtaining access to or from their vessel or for taking equipment or property to or from the same without the prior consent of the Committee.
- 17) Any dispute arising between members in relation to their respective moorings or any encroachment thereon shall in the first instance be referred to the Mooring Manager and if thereafter the dispute is not resolved to the members satisfaction the same shall be referred to the Committee, whose decision shall be final.
- 18) In the event of any vessel occupying a mooring without a subsisting mooring permit or without the mooring fees relating thereto being paid when due, the member shall forthwith on demand remove such vessel and pay all outstanding debts due to the date of removal and in default of so doing the Club shall have the right to obtain or dispose of that vessel in any such manner as the Committee think fit (including sale, removal, storage or breaking-up and burning) and to retain from any proceeds of sale realised, all unpaid mooring fees as aforesaid and shall account to the member for any surplus proceeds after the deduction of all legitimate expenses. In the event of any proceeds being insufficient, the member shall remain liable for payment of the balance of the debt and any legitimate expenses incurred. Such right of storage, sale or disposal shall not be exercised until the expiry of not less than one months notice in writing to exercise the same, being given by the Committee to the member.

- 19) All notices pursuant to paragraph (18) and (20) and all communications regarding a breach of any of these conditions shall be in writing and shall be sufficiently served if sent by the Secretary on the instructions of the Committee by recorded delivery or ordinary pre-paid post to the member at his address as stated in the members application or such other addresses as shall subsequently be notified in writing by the member to the Secretary.
- 20) The following provisions shall have effect with regard to the issue of mooring permits: -
- a. Once a mooring permit has been issued and a mooring allocated, mooring fees become due and the member is liable for payment thereof (whether or not the mooring is occupied) until the mooring permit is revoked or terminated and the vessel is removed from the mooring.
 - b. A mooring permit shall automatically be revoked without notice if the member(s) stated on the members application cease to be members of the Club or sell the vessel to which the mooring permit relates
 - c. If the mooring fee or any part thereof remain unpaid for period of 28 days after the due date or if there shall be any breach or non-observance or non-performance of any of the conditions herein contained then the Committee may revoke the mooring permit at any time by giving notice in writing to the member to that effect as stated in paragraph (19)
 - d. Without prejudice to the rights of the Club accrued under these conditions, prior to the termination of the mooring permit, the member(s) may terminate the mooring permit at anytime by giving not less than one month's notice in writing to the Mooring Manager and upon such termination the member shall be entitled to a pro-rata refund of mooring fees paid In respect of the cancelled mooring permit