

## Marina and Yard fees Terms and Conditions

### 1. Berthing allocation/licence

- 1.1. The Club retains the sole rights to all mooring areas whether granted short term or long term.
- 1.2. Only full members of CBYC are permitted to hold a berthing licence.
- 1.3. Members must submit a fully completed berthing application form, available via the website. Boats must not be scheduled to arrive at the club until a berth has been allocated.
- 1.4. Berthing allocation is subject to availability and will be assigned strictly in accordance with the waiting list.
- 1.5. Berths are allocated to a specific member for a specific boat identified by the completed berthing application form.
- 1.6. Berthing licence cannot be transferred to another member including where a boat has been sold to another member. The new owner must complete a berthing application and allocation of a berth is subject to the berthing allocation process.
- 1.7. The following are prohibited; Berth 'swaps', Sub-letting of an allocated berth or berthing of any commercial vessel within CBYC marina.
- 1.8. The name of the Vessel must be clearly displayed on the Vessel in a prominent position making it easily identifiable.
- 1.9. Mooring warps and lines are the responsibility of the owner.

### 2. Fees & charges

- 2.1. Berthing fees are based on the length overall of the vessel. This includes, bow sprits, davits, bathing platform and all other extensions.
- 2.2. The Company reserves the right re-measure the Vessel at any time whilst moored or stored at the Marina or Premises for the purpose of calculating the Fee. The Company reserves the right to back date any Fee should the Owner have supplied the Company with incorrect information at the time of arrival at the Marina or the Premises and/or on the Application.
- 2.3. The Annual single-payment discount is only available to Members upon renewing licence for a full year at 1<sup>st</sup> of April each year. If the invoice is not paid by 1<sup>st</sup> May the fees will be revised on the standard tariff associated with Direct Debit payment.
- 2.4. Annual Direct debit schedules will be structured over 12 months with payment collected on the first working day of each calendar month.
- 2.5. If you start a new berthing agreement after 1st April, your fees will be collected by Direct Debit until the start of the new club year, where you will become eligible for the annual single-payment discount. (Renews on 1<sup>st</sup> April each year)

- 2.6. All fees must be paid within 30 days of invoice, if unpaid a £20 admin charge will be added with each email or letter sent.
- 2.7. Any failed direct debit payments will incur a £20 admin charge plus any bank charges to the club.

### **3. Liability, Indemnity & Insurance**

- 3.1. CBYC shall take reasonable steps to maintain security at the Marina and Premises, and to maintain the facilities at the Premises and in the Marina in reasonably good working order. Subject to this, and in the absence of negligence or breach of duty on our part, Vessels, gear, equipment or other goods are left with us at your own risk and you should ensure that you have appropriate insurance against all relevant risks.
- 3.2. The Company shall not be liable (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, loss (whether direct, indirect or consequential in nature), theft, or any other damage of whatsoever nature caused:
  - 3.2.1. to any Vessel or vehicle or other property of the Owner or others claiming through the Owner whilst at the Marina or Club Premises, and/or to any gear, equipment or other goods left with it for repair or storage, and harm to persons entering the Premises or the Marina and/or using any facilities or equipment;
  - 3.2.2. by any event or circumstance beyond the Club's reasonable control (such as extreme weather conditions, the actions of third parties not employed by us or any defect in any part of your or any third party's Vessel);
  - 3.2.3. as a result of the non-operation of the barrage for whatever reason.
  - 3.2.4. as a result of a loss or interruption of electricity supply;
  - 3.2.5. as a result of the unavailability of any of the Marina Services;
  - 3.2.6. except to the extent that such loss, theft, or damage may be caused by the negligence or wilful act of the Company or those for whom the Company is responsible.
- 3.3. Nothing in the Agreement shall be deemed to exclude or limit our liability for death or personal injury caused by our negligence.
- 3.4. All vessels stored, moored, or used at the club premises must have 3rd party Indemnity to £3,000,000 and wreck recovery insurance. The club may ask for policy details from time to time.
- 3.5. A charge of £30 per hour with a minimum charge of £20 will be invoiced if your boat required a pump out or other intervention.

### **4. Vessel Movements**

- 4.1. The club retains the right to move any vessel moored or stored on the premises.

## 5. Termination

- 5.1. CBYC will have the right to terminate the berthing licence immediately in the following circumstances;
  - 5.1.1. You fail to make any payments of fees or charges due within 60 days of an invoice being raised.
  - 5.1.2. Where in the reasonable opinion of the Club you, the crew, your visitors or guests act in an inappropriate, violent or abusive way towards the Club, its staff or other users of the Marina or Premises; or display any sort of anti-social behaviour.
  - 5.1.3. Where in the reasonable opinion of the Club, you, the crew, your visitors, or guests cause unacceptable noise, nuisance or annoyance to the Club, its staff or to any other users of the Marina or Premises or any person residing in the vicinity.
  - 5.1.4. Where in the reasonable opinion of the Company, you, the crew, your visitors or guests are a danger to the Company or its staff, to any other users of the Marina or Premises or any person residing in the vicinity.
  - 5.1.5. Where in the reasonable opinion of the Club your boat has been left unattended to or not utilised and / or is causing a risk or obstruction to the Club, its staff or other users of the Marina or premises.
  - 5.1.6. At any time by giving 28 days notice.
- 5.2. For the avoidance of doubt, the Member will not be entitled to any refunds in the event of termination of a berthing licence pursuant to clause 5.1.
- 5.3. You may terminate your berthing agreement by giving no less than 28 days' notice in writing to [admin@cbyc.co.uk](mailto:admin@cbyc.co.uk).
- 5.4. Members continue to be liable for the boat and all associated costs until the boat is removed from the club and the office has been notified of such.
- 5.5. If you sell or remove your boat before the end of your annual (one off payment) contract:
  - 5.5.1. Your berthing fees will be re-calculated on the Direct Debit rate for the time used. The difference will be credited to your account following which you may request funds be transferred to you.
  - 5.5.2. Any outstanding charges or fees will be debited from the refund amount.
6. If you sell or remove your boat before the end of your annual direct debit schedule your licence will be recalculated based on time used.

## 7. Health & Safety

- 7.1. During the term of this Agreement, you shall, and shall procure that the crew and all your visitors and guests shall:

7.1.1. comply with all Applicable Laws;

7.1.2. observe all health and safety rules and regulations and security requirements that apply at the Marina and the Premises.

7.2. When boats are stored ashore all head furling sails must be removed, any rubbish or paint scrapings must be cleared by the member. No polluted waste can be discharged into the compound.

7.3. Trailers, cradles etc. cannot be stored on the club premises.

7.4. When using 'Launch Recovery Take Away' the trailer cannot be left in the car park, a staff member will advise where to put it. Trailers must not be clamped while in the yard and must be removed at the end of the same day.

7.5. Contractors assigned by members must report to the main office upon arrival to sign-in. They must not undertake any work within the club's premises or marina until a permit to work has been issued to them. Contractors must satisfy all of the company's requirements in order to obtain a valid work permit which are issued and can be terminated at the discretion of nominated Club staff.

7.6. Members are responsible for ensuring that every person or company carrying out works to their vessel is adequately insured and hereby indemnifies the Club against any claim or damage suffered directly or indirectly arising from carrying out such works or any shortfall in the adequacy of such insurance.

7.7. The Club shall have the right to moor, re-berth, move, board, enter or carry out any emergency work on the Vessel if in the Club's opinion such be necessary for the safety of the Vessel or the safety and/or convenience of other users of the Marina or Premises. The Member shall pay the Company's reasonable charges for any such action.

## **8. Abandoned boat / Unpaid Fees & charges**

8.1. By entering into this Agreement, you agree that CBYC shall have a general right ("a general lien") to detain and hold your Vessel or other property pending payment by you of any sums due to us. If the Agreement is terminated for any reason or expires while we are exercising this right of detention, the general lien will survive any such termination or expiry and we shall be entitled to charge you at the Company's daily rate for each day between termination or expiry of this Agreement and the actual date of payment and subsequent removal of the vessel from the marina/premises.

8.2. The club has adopted the RYA recommended rules for unpaid fees/abandoned boats. These rules will apply if any fees are not settled within 90 days of invoice. Your boat will be sold to recover any outstanding debt in accordance with the RYA policy.

## **9. Yard Services**

### **9.1. Bookings**

9.1.1. All services are subject to availability.

9.1.2. All lifts or boat movements, launch or recovery date is given in good faith but is not guaranteed. They will be completed as near to the specified date as possible as allowed by weather conditions and facilities.

9.1.3. CBYC reserves the right to withdraw booking service without notice.

9.1.4. CBYC reserves the right to amend or cancel bookings at any time. (e.g. mechanical failure or inclement weather.)

9.1.5. The booking system is a self-service facility and Members must register on the Harbour Assist portal.

9.1.6. Where boats are not presented on time, the booking may be cancelled, and fee forfeited.

## **9.2. Payment**

9.2.1. Payment must be made at the time of booking.

9.2.2. Bookings will not be confirmed until payment is made in full.

9.2.3. Any unpaid orders will automatically be cancelled after 7 days, and the member will need to rebook.

9.2.4. Partial refunds will not be provided if boats return to the water faster than planned.

9.2.5. Boats overstaying the duration of existing booking will be returned to the water where possible. If it is not possible to safely return the boat to the water, the member will incur Penalty fees at a rate of £2.00 per metre per day.

## **9.3. Cancellation**

9.3.1. Members may cancel their booking up to 7 days before the schedule date. A full refund will be issued.

9.3.2. Cancellation with less than 7 days' notice will not receive a refund.

9.3.3. Where bookings are cancelled by the club, service will be rescheduled, or a full refund will be provided. The club does accept responsibility for incidental loss relating to third party costs.

## **9.4. Other**

9.4.1. All Vessels are lifted, moved or stored at the Owner's risk.

9.4.2. All movements must be undertaken by a certified member of staff. It is prohibited to adjust, move or remove any stands, wedges, shores, timbers from below any Vessel ashore which is in the yard.

9.4.3. Members must not apply paint/anti-foul near the hoist strops.

9.4.4.CBYC reserves the right to amend terms and conditions without prior notice.