

Bembridge Angling Club Moorings Rules

The following formalises & collects together into this one document various rulings that have been made over a number of years and incorporates further amendments approved by the committee as listed at the end of this document. This document can now be viewed on the new club web site www.bembridge-angling-club.co.uk under "mooring rules"

In the event of something arising that is not specifically covered by the following rules, it shall be dealt with by the committee as it sees fit with due regard to the specific circumstances.

General (for information)

BAC lays & maintains its own moorings in accordance with the recommendations of the Cowes Harbour Commissioners. This is done by the elected Moorings Officer(s) and assistants.

Allocation

Yachts are not permitted on club moorings

In line with a rule amendment that was passed at the 2009 AGM, moorings are allocated to members by the Moorings Officer in accordance with a set of guidelines that are applied at the discretion of the Moorings Officer. These are as follows but are not in any order of precedence. A) Suitability of boat (eg boat is not too long for the space available). B) Years of continuous membership, C) Years of continuous holding of a mooring, D) Contribution/Participation in club affairs.

Members not currently having a club mooring but wishing to avail themselves of one should first consult the Moorings Officer regarding availability before they obtain a boat for which they have no alternative mooring. Similarly, members having a current mooring should first consult the Moorings Officer if they intend to obtain a larger boat in order to ascertain that it can be accommodated. There is no guarantee that a mooring holder can be accommodated if he obtains a significantly larger boat.

Moorings are not allocated to non members so anyone who is not a member but would like a club mooring must first become a member of BAC.

In the event of demand for a new mooring exceeding the current availability of moorings, a waiting list will be drawn up. Members must reconfirm their desire to be on the waiting list annually. If not re-confirmed after a season, that person's name will be removed from the waiting list. When a spare mooring becomes available, it will be offered to that person on the waiting list who the Moorings Officer considers best meets the eligibility criteria set out above. Length of time on the waiting list may be used as an additional criteria should more than one person appear to have equal standing for eligibility. Moorings initially allocated will normally be less desirable ones & the holder will have to take his/her turn for any improvement.

When a desirable mooring becomes available for any reason, it will be offered in turn to other existing mooring holders in the order in which the Moorings Officer considers they best meet the eligibility criteria above, until one accepts the move to the improved mooring. This may have a knock on effect with the resulting vacated mooring then needing to be allocated etc etc.

It may become necessary, from time to time, to move boats to different moorings where it is found that, for instance, the draft of the boat is different to that of surrounding boats and they lift off the mud at significantly different stages of the tide with the potential to collide & cause damage. This is entirely at the discretion of the Moorings Officer.

The concept of having a particular mooring for an extended period of years should not be taken for granted.

The club recognises that, as time passes, offspring of existing mooring holders may well take an increasing responsibility for running the boat as the existing mooring holder advances in age and is less well able to carry out the function of skipper. Provided that a particular offspring has demonstrated, to the satisfaction of the committee, that, for a period of not less than 24 months, they have taken a role in running the boat, then the years accrued of continuous renting a mooring shall be accredited to the particular offspring.

In the event of the death of a mooring holder, the committee shall deal with the matter in a sympathetic manner.

In the circumstance where the deceased skipper had a relative who had demonstrated the same degree of involvement with the boat as is required in the section dealing with inheritance due to incapacitation, then that relative shall inherit the benefits accrued by the deceased skipper provided they continue the same or greater involvement and are paid up members of BAC.

In all other circumstances, the club shall seek an appropriate contact for the demised skipper and advise them that the boat will need to be relocated and that the right to moor on the particular mooring cannot be transferred to a new owner. The club shall allow what the committee considers to be a reasonable elapsed time for the boat to be relocated.

A new owner may apply to be allocated a club mooring conditional on being or becoming a club member but will not accrue any privileges from the previous owner.

Joint Ownership

The club recognises that some boats on club moorings may already be, or may become, in joint ownership.

The club will require skippers to provide detailed evidence of joint ownership under the following circumstances:-

1. Where the declared skipper/owner seeks to obtain some benefit that is attributed to an existing or new co-owner that would not otherwise be available to the prime owner.
2. Where an existing co-owner seeks to take over the prime responsibility for the boat and seeks to retain the same benefits as the previous prime owner was entitled to.
3. Some other unforeseen circumstance that the committee deems to be applicable.

Under any of the circumstances defined in 1,2 & 3 above, the parties involved must make a written application to the club clearly stating what they wish to achieve.

On receipt of the written application, it shall be placed before the next committee meeting and, if not accompanying the application, the committee shall require both the original prime owner and the existing or new co-owner to first comply with the following:-

- A. Mooring holder to supply a copy of the boat's insurance showing joint ownership.
- B. Co-owner to supply a copy of bank/BS statement showing payment made to mooring holder with respect to commencing joint ownership (with other financial transactions blanked out).
- C. Mooring holder to supply a copy of bank/BS statement showing reciprocal payment received from co-owner with other financial transactions blanked out.
- D. Mooring holder or co-owner to supply a copy of the legal document establishing joint ownership of the boat.

Bembridge Angling Club Moorings Rules

E. Both to supply signed letters authorising the solicitors and insurance providers to provide BAC with such verification information that we may request.

Only on receipt of all the requested information shall the committee then debate making a decision on the application. In doing so, it must consider if it believes the supplied documentation to be genuine and if the relative proportion of ownership of the parties is, in its opinion, reasonable to allow it to agree to the application. In the case of circumstance 2, the committee must also be satisfied that the existing co-owner had demonstrated an active participation in the boat for at least the preceding 24 months. The committee may, at its sole discretion, impose conditions on acceptance such as, by way of example but not limited to, requiring a probationary period during which it reserves the right to withdraw its consent if, for example, it is not satisfied that the co-owners have demonstrated that the arrangement is indeed genuine by way of participation levels.

The committee may, at its sole discretion and dependant on the particular circumstances of the application, seek additional information or impose other conditions as it sees fit.

Applicants must not put into effect their requested plan prior to receipt of a formal written committee decision.

If the committee rejects the initial application, then that rejection shall be notified in writing to the applicants.

If it withdraws consent during a probationary period, that shall be notified in writing to the applicants.

Tenders for boats on club moorings

Members who have been allocated a club mooring other than alongside the club quay, are entitled to store not more than one dinghy of not longer than c3m/c10ft in length in the club compound to act as a tender for accessing their boat. The moorings officer will normally allocate a position for the tender to be stored at. Such tenders must be clearly identified with the owner's name and/or the boat that it is associated with. In the event of a member changing their main boat and the tender is not identified with the owner's name, the tender must be promptly re-identified with the name of the new boat.

This entitlement only applies whilst a member has a fully paid up club mooring. If a member ceases to rent a club mooring, they shall remove their tender from the club compound within such reasonable time as the committee deems appropriate. Any such tenders left in the compound beyond that reasonable time will become subject to disposal in accordance with UK law which will include published notices of intent to dispose. Anyone seeking to claim ownership after such notices have been published may be required to pay such fees as the committee deems fit in order to reclaim it.

In the event that the club, having followed due legal process, is left with unclaimed tenders to dispose of, they shall be first offered to the club membership by way of inviting sealed bids with the highest bid being accepted. Any that do not attract any bids shall then be disposed of by inviting offers from outside sources or by other means, at the committee's discretion. Successful bidders that are club mooring holders must comply with the limit of only having one tender in the compound within such reasonable time as the committee deems appropriate. Successful bidders that do not have a club mooring must remove the purchased dingy from the club compound within a similar time.

Moorings maintenance/safety checks.

The Moorings Officer & his assistants will endeavour to check the integrity of each mooring on a regular basis. That said, each mooring holder is required to perform his own checks on a regular basis (**not more than 1 month apart but BAC strongly recommends not more than 2 weeks apart**) & report immediately any suspicion of impending failure of any part of the mooring equipment. Previous experience has shown that particular attention should be paid to shackle pins plus any wear in chain links that has significantly reduced the diameter of the metal. A form can be found in the club house for reporting problems with mooring hardware. There were two instances in early 2014 where failure to regularly check resulted in failure of hardware fitted to the boat not being identified in a timely manner with the result that it caused a failure of the mooring rope and the boat came adrift. See Disclaimer below.

Moorings equipment is not to be altered in any way unless with the express prior approval of the Moorings Officer.

Moorings holders must ensure that their boat is equipped with hardware (cleats, Sampson posts etc) of suitable design & strength to accept the provided mooring hardware. Boats must be securely attached to the provided mooring hardware (the Moorings Officer will happily provide advice if requested).

Use of moorings

Sub-letting of moorings is strictly forbidden.

Temporary borrowing/loaning of moorings to fellow mooring holders may only be done with the express prior approval of the Moorings Officer and then only for boats currently on a paid for club mooring. Members on a current mooring should also be aware that the club may not be able to accommodate both their new boat and their existing one for a period when they are seeking to dispose of their existing one. They may, if they wish, apply to be allocated a second mooring which would need to be paid for if their application is successful. Alternatively, they may seek permission to borrow an unoccupied mooring for a short duration, normally not exceeding 4 weeks. In the latter circumstance, the moorings officer may, at his discretion, authorise one of the boats to be located on another unoccupied mooring, if one is available, provided that: a) The mooring holder of the currently unoccupied mooring has first been consulted and has confirmed his intention to not occupy the mooring for the intended temporary period; b) The mooring is suitable, including state of repair, for the size of boat being temporarily located.

The owner of the boat temporarily located on such an unoccupied mooring must immediately comply with any instruction from the moorings officer to remove the boat from the mooring. The committee shall have the right to charge or to waive such fees as it sees appropriate, at its discretion, for such temporary borrowing. If both boats cannot be accommodated on club moorings then it is entirely the owner's responsibility to make alternative arrangements and pay any associated costs.

From time to time, it may become necessary to relocate a boat temporarily to a mooring other than that which it has been allocated for various reasons, such as a need to effect significant repair to a mooring's hardware. Under such circumstances, the moorings officer shall have discretion to temporarily move, or have moved, a boat onto another unoccupied mooring even if that unoccupied mooring is actually allocated to another skipper provided that a) The unoccupied mooring holder has first been consulted and has confirmed his intention to not occupy the mooring for the intended temporary period; b) The mooring is suitable, including state of repair, for the size of boat being temporarily located. Under these circumstances, no fees shall be charged to the relocated boat's skipper.

Bembridge Angling Club Moorings Rules

If the Bembridge Harbour Authority requires club boats to be temporarily relocated for its own operational reasons, it is assumed that BHA will provide suitable alternative moorings/berths for the displaced club boats at no cost for the duration of their request. BAC shall not be responsible for any costs incurred resulting from skippers failing to return their boats to BAC moorings after being advised to do so by either BHA or BAC.

Complaints

Any complaint regarding moorings should, in the first instance, be taken up directly with the Moorings Officer. If a satisfactory outcome cannot be reached, then the complaint should be made in writing to the committee who will consider the matter at the next available committee meeting.

Payment

Moorings fees are payable annually from the 1st of November each year and a deadline for payment will be notified within an invitation to renew that is sent to the last known address that the skipper has notified to the club.

The Treasurer has indicated that he is happy to accept substantial advance payments but full payment must be completed by the stated date. Post dated cheques that go beyond the stated date are not acceptable. Any cheque that fails to be cleared due to lack of funds will be treated as non-payment. Payment must be accompanied by the completed renewal invitation form plus a copy of the current insurance certificate for the boat.

NOT PAID IN FULL BY STATED DATE = NO MOORING ALLOCATION

NO COPY OF VALID INSURANCE PRODUCED = NO MOORING ALLOCATION

Any mooring holder not wishing to retain his mooring for the following season (Nov 1st onwards) shall notify the moorings officer accordingly and shall remove his boat from the club mooring no later than the end of the first weekend after Nov 1st.

If a skipper leaves his boat on a club mooring beyond the first weekend after Nov 1st that shall constitute an obligation on the skipper to pay such fees as are provided for under these rules.

Failure to communicate with the club, once requested to do so by the club, will be interpreted as an indication that the mooring is no longer required & will be allocated to another skipper.

If a skipper fails to pay but leaves his boat on a club mooring, the club reserves the right to levy such penalty fees as it sees fit and/or remove the boat from its current mooring. The club further reserves the right to impound the boat pending recovery of outstanding fees or to place it elsewhere in the harbour such as on a beach or on one of the harbour companies pontoons (where it would accrue charges payable to them) entirely at the owners risk & expense.

No mooring holder may participate in boat lifts where any part of the mooring fee remains unpaid, except by the express consent of the committee.

If a mooring holder transfers ownership of his boat to another person, the skipper shall immediately notify the moorings officer.

The boat shall be removed from that mooring by the end of the weekend following the transfer. All outstanding mooring fees for that mooring shall remain the responsibility of the original mooring holder & will apply for the entire period up to the point that the boat is actually removed. The new owner shall not be entitled to take over the existing mooring but, if the new owner is a club member wishing to have a club mooring, he/she must apply to be allocated a mooring under the normal application process.

Insurance

Moorings holders are reminded that it is a condition of holding the mooring that a valid insurance must exist at all times for the boat and must cover any alternative/additional skipper.

Disclaimer

Moorings holders use club moorings entirely at their own risk. The club recently introduced a rule whereby mooring holders shall make no claim for compensation against BAC in relation to any mooring related occurrence what so ever. It is the mooring holder's responsibility to immediately notify any concerns regarding the integrity of his mooring and, if necessary, immediately vacate it to a safe mooring whilst remedial action is taken. Whilst BAC will assist, where it is able, with making arrangements to recover any club boat that has come adrift from its mooring, the cost associated with such recovery and, if necessary, temporary location elsewhere, is solely the responsibility of the boat owner.

General Conduct

Skippers are reminded that they must abide by the rules laid down by the Harbour Company with particular reference to navigation within the set speed limit & not causing distress to others by way of excessive wash, noise etc. Repeated complaints regarding any individual club skipper will be referred to the committee for possible sanctions which may include withdrawal of the use of a club mooring.

Moorings holders must obey all reasonable instructions given to them directly by the moorings officer.

No other officer of the club is authorised to vary any such instruction or to issue new ones.

Emergency contact numbers for moored boats.

The harbour company has been obliged to implement a health & safety plan due to a condition of their insurance.

Part of this plan requires them to have emergency contact phone numbers for the owners of all boats moored in the harbour, irrespective of who administers the mooring.

All holders of BAC moorings shall, therefore, provide the club with at least one valid emergency contact phone number and, effective from 1st Nov 2012 for all mooring holders, shall permit their name, boat name and this emergency number to be forwarded to the harbour company by BAC without the need for any further explicit permission to be gained from the mooring holder.

NB See the Harbour Dues section for additional information that will be supplied to the Harbour company.

We have assurances from the harbour company that these phone numbers will not be disclosed to third parties and will only be used in case of emergencies relating to individual boats.

Bembridge Angling Club Moorings Rules

Harbour Dues.

BAC is aware that the legality of these charges has been verified.

BAC is committed to supporting the harbour company's collection of harbour dues.

BAC has agreed to act as forwarding agents for the distribution of the harbour company's requests for payment of individual harbour dues. The harbour company may, however, elect to send demands direct to mooring holders.

These dues are payable directly to the harbour company and are additional to, and nothing to do with, mooring charges levied by Bembridge Angling Club.

Harbour dues are not included in the fees for any BAC mooring.

Mooring holders are required to comply with harbour dues demands forwarded by BAC or the harbour company.

Addresses of mooring holders are required to be included in the harbour dues form.

Effective from 1st November 2012, BAC will provide mooring holders addresses & phone numbers to the harbour company on request without seeking explicit permission from the mooring holder.

BAC has agreed to assist the harbour company in its pursuit of payment from any verified defaulter.

The club will be very displeased if anyone fails to pay as this would have a detrimental impact on the relations between BAC and the harbour company.

Names of verified defaulters, if any, will be made known to the membership.

The verification process will include an invitation to any alleged defaulter to submit a written response to the committee.

There would be a negative impact on the future allocation of a mooring to any verified defaulter who does not pay in a reasonable time after receiving a further request to do so from BAC.

Moorings officer(s)

According to circumstances, the following may be allocated to one overall officer or may be divided between more than one.

The moorings officer(s) position entails :-

1. Ensuring that all moorings are kept in good condition using equipment appropriate for the size and type of boat allocated to a particular mooring. (with the assistance of volunteers when required)
2. Allocating particular moorings to members in accordance with approved criteria.
3. Keeping an up to date record of the details of the owner of each boat together with details of the boat and rental price charged.
4. Freely sharing the contact details etc of each mooring holder with other BAC officers.
5. Displaying a current list of boat names, mooring position and contact details within the clubhouse (in case of emergency)
6. Supplying the contact list to the Bembridge Harbour Authority in a commonly used format. (But not to include rental cost.)
7. Liaison with new mooring holders to advise them of which mooring they are to use and brief them about our practices.
8. Allocate to new mooring holders a dinghy storage spot.
9. Keeping the committee advised of any moorings related issues as they arise including numbers of moorings not let.
10. Ensuring an adequate stock of spare mooring hardware to enable timely repairs/maintenance.
11. Putting before the committee any moorings related issues that the moorings officer feels unable to resolve him/herself.
12. Deferring to the overall authority of the committee. (Only likely to occur under exceptional circumstances.)
13. Deferring to the committee's democratic decision regarding what level of moorings increase is to apply each season.
14. Reviewing any notification by mooring holders of their intention to change their boat and advise them of any likely problems such as if the club is able to accommodate a larger one.

Revision History of this format document. (note that rule changes prior to this document format are not listed):-

Date of this document revision	Changes
31-08-2010	Rules consolidated into this format and approved by committee
01-05-2012	Addition re liability for fees of boats left on moorings but mooring agreement not renewed
01-04-2014	Shorter period between mooring self check and clarification of liability.
03-02-2015	Liability for mooring fees further clarified
10-08 2021	Moorings officer job description added
02-11-2021	Inheritance of boat/mooring from deceased mooring holder added
01-02-2022	Joint/transferred ownership, borrowing moorings sections added
05-04-2022	Section re dinghies added. Revisions Table added.