

## Vanguard Sailing Club

### Club moorings terms and conditions

1. All vessels are moored, launched and recovered at the sole risk of the owner. The club accepts no responsibility whatsoever for any loss or damage howsoever caused. All gear is stored at the owners risk. Owners are liable for any damage caused by their vessels, their crew or themselves.
2. It shall be the responsibility of the owner to provide at his own expense suitable mooring chains of sufficient strength and to shackle these to the ground chains which are the property of the club. All such mooring chains and shackles shall remain the property of the owner and it shall be their responsibility to regularly inspect and replace any defective shackles or chains should it become necessary. Whilst not in any way derogating from the responsibility of the owner in this respect the Mooring Master of the club may at any time, should he consider it necessary in the interests of the club, the safety of the owners vessel and or the prevention of damage to others, may fix further or alternative mooring chains and or shackles to the owners vessel and his action in so doing shall be deemed to be as an agent for the owner and at the owners risk and expense. Save in an emergency the Mooring Master will endeavour to consult with the owner before taking any action as aforesaid.
3. Whilst the club through its officers will use every endeavour to secure that the ground chains and their anchorages remain fit for the purpose they are intended, the club cannot take any responsibility for the failure of any such chains or anchorages.
4. The granting of a mooring does not imply a warranty on the part of the club that the mooring is suitable for the vessel for which it is intended, the club cannot accept any responsibility for a failure of any such chains or anchorages.
5. In the interest of safety and expediency the club reserves the right to move any vessel and/or gear at the discretion of the clubs mooring master and at the owner's sole risk.
6. All persons using any part of the club premises including slipways, jetties and stagings for whatever purpose and whether by the club's invitation do so at their own risk
7. The vessel using the mooring shall not be used for commercial purposes but an occasional charter with the approval of the club council shall not be deemed a breach of this condition.

8. The vessel using the mooring shall be insured against third party risks in the minimum sum of £..... which sum may be varied from time to time at the discretion of the club council.

9. The mooring may only be used by the vessel named in the application schedule and cannot be sublet or assigned without written permission of the club.

9a(l) Should the owner part with any share or interest in the vessel without the consent in writing of the club council first being obtained then the council may terminate this agreement on the giving of 4 weeks' notice in writing by registered post or recorded delivery addressed to the owner at their last known address recorded in the club register.

10. Should the owner cease from whatever cause other than death to be an ordinary member of the club they shall vacate the mooring forthwith. In the event of their failure to vacate the mooring then after 7 days' notice in writing on behalf of the mooring master addressed to them by registered post or recorded delivery addressed to the owner at their last known address recorded in the club register. Then the owner will be liable to pay the club £5 per week or part week for the time that the vessel remains on the mooring. In the event of the death of the owner then the deceased personal representatives shall have 12 months enjoyment of the mooring from the date of the owners' demise at no further expense but subject otherwise to the conditions set out herein with the object of assisting them in winding up the estate.

11. Should the mooring remain unused for a continuous period of 12 months or should the vessel lie at the mooring and remain unused for a period of 12 months and no satisfactory explanation be provided to the club council then said council may terminate this agreement giving 4 weeks' notice in writing by registered post or recorded delivery addressed to the owner at their last known address recorded in the club register.

12. Should the owner fail to comply with any of the terms and conditions of this mooring agreement they may be dealt with under rule 9 of the club made 16<sup>th</sup> March 1977

13. All questions of difference arising out of these presents, or the subject matter thereof shall be referred to arbitration under the provisions of the arbitration act 1950 or any statutory modifications thereof. The arbitrator shall be nominated by the parties thereto and in default of the agreement by the secretary for the time being of the RYA.