

East Cowes Sailing Club

(Hereafter referred to as ECSC).

TERMS AND CONDITIONS FOR THE GRANT OF MOORING AND STORAGE LICENCES

Introduction

The following Terms and Conditions form part of the ECSC Bye-Laws and are in compliance with the Club Rules.

As Bye-Laws, they ensure that the Club remains compliant with a range of conditions determined by Cowes Harbour Authority, Health and Safety Legislation and the Club's Insurers. Failure to comply with these conditions may result in the withdrawal of insurance cover and a loss of rights and privileges within the harbour or prosecution of the Club. These Bye-Laws are predicated on: an equitable approach to all Club members/users of the Club's facilities; the preservation of safety and the wellbeing of Club Members and visitors; the prevention of damage; the maintenance of general standards across all of the Club's facilities/environment.

The Licence Holder's cooperation is mandatory.

Terms and Conditions

1. Moorings, Storage and haul out facilities are only available to fully paid-up Members of ECSC. Members who do not renew or resign their membership or have an outstanding debt with ECSC forfeit their right to moorings or storage facilities. Craft/vessels and stored items must be removed from ECSC premises immediately the owner ceases to be a fully paid up member (see Rule 18, Rule 19, Rule 20 and Rule 28).
2. Moorings are not transferable and no sub-letting of a mooring is permitted all contraventions will result in the mooring Licence being revoked (see Rule 18).
3. Joint ownership arrangements must be declared in writing to the Rear Commodore Stores.
4. Mooring and storage licences are issued on an annual basis and are valid from 1st of April to the 31st of March the following Year. There is no right of continuous tenure, all moorings & storage facilities must be re-applied for annually using the published Application form.
5. Payments made under the terms of this licence are made in advance. Any payment outstanding 30 days after the invoice date may accrue interest at the rate of 8%.
6. Failure to settle accounts within 30 days of the due date may, at the discretion of ECSC General Committee, result in the withdrawal of the mooring/storage Licence. This will not release the mooring/storage holder from their contractual obligation to pay for facilities up to the date of re-allocation or removal of vessel/stored goods.
7. Mooring holders shall not be entitled to the exclusive use of any particular mooring but shall use such mooring as is from time to time allocated to them by ECSC. ECSC reserves the right to reallocate moorings/storage at its discretion.

8. Moorings and spaces for storage of craft ashore are allotted on the basis of:
 - a) Space available;
 - b) Suitability of the craft/vessel for the mooring or storage space;
 - c) Previous allocation and usage history of the craft/vessel;
 - d) Owner's attendance and upkeep of the craft/vessel;
 - e) Payment history.
9. All craft/vessels must be clearly marked with the correct name and all other property stored on ECSC premises must be clearly identified with the name of the owner.
10. ECSC has the power at any time to relocate, move and/or re-berth/re-moor any vessel within the Club area although reasonable notice will be given to the mooring holder where practicable.
11. The Rear Commodore Stores must be informed if the mooring is to remain unoccupied for more than 14 days. No refund will be made for any period the berth/mooring is not occupied. ECSC reserves the right to make use of or sub-let the berth/mooring during any period of absence by the mooring holder without paying compensation or giving any discount to the mooring holder.
12. If a mooring/storage holder sells their craft/vessel they must notify the Rear Commodore Stores in writing indicating the date of sale and to whom it was sold. The vendor is liable for any outstanding mooring /storage fees until the vessel is either removed from ECSC premises or the new owner is offered a mooring /storage Licence. If the new owner is not an ECSC member or does not wish to join ECSC; the craft/vessel must be removed from ECSC premises on completion of sale (See 2 above).
13. All Vessels using ECSC moorings and storage facilities including haul out facilities (with the exception of dinghies and tenders) are required to be insured to cover Public Liability & Third-Party Liability and Include specific cover for the recovery and removal of the craft/vessel (including any attendant pollution of the waterway), from ECSC moorings and Cowes Harbour in the event of fire and sinking, to a minimum cover of £2,000,000. **Note.** The name of the Insurance Company & Policy number is required to be included on the Mooring/Storage Application form. Officers of ECSC are entitled to ask to inspect the vessel's current Insurance certificate at any time. If there is NO disclosure, NO mooring or storage ashore will be allocated.
14. The mooring holder must ensure the vessel is maintained in a seaworthy condition at all times whilst berthed on a Club mooring. If required to do so by the Rear Commodore Stores, the Licence Holder shall produce a valid surveyor's report stating the seaworthiness of the craft/vessel. East Cowes Sailing Club Officers may, without notice, board, enter or carry out emergency work on any vessel if, in the opinion of ECSC Officers, such action is necessary for reasons of safety or to protect property. The Licence Holder shall reimburse any reasonable expenses which East Cowes Sailing Club incurs.
15. If ECSC takes action under this Bye-Law and the Licence holder is requested to take remedial action in respect of the vessel and fails to do so in a timely way, and ECSC takes such action on the Licence Holder's behalf, a charge will be levied based on the following formula: An hourly rate will be set, based on the Levy, divided by 10 and multiplied by the number of Club authorised participants in the activity (see Rule 21.8). Examples of such remedial actions include: moving a vessel; emptying a vessel of water; replacing fendering or mooring lines.

16. The mooring holder is responsible for ensuring the craft/vessel's mooring lines or mooring strops are fit for purpose and maintained in good condition. Where necessary, the craft /vessel must be fitted with adequate fendering to protect adjacent vessels and pontoons etc.
17. Permanent connection to the pontoon electrical supply is prohibited. A temporary supply is allowed if under supervision at all times. If the supply is connected directly to the crafts/vessel electrical system a galvanic isolator must be installed in the craft/vessel's supply circuit to prevent corrosion to the Club's pontoons and other vessels.
18. All craft/vessels on ECSC moorings or stored ashore and other items stored on ECSC property must be kept tidy, in good condition and NOT present either a hazard to other persons or become neglected and unsightly. Specifically, Cradles and Launching Trolleys must be fit for purpose and kept in a serviceable condition with wheels kept free running.
19. No express or implied warranty of fitness is given by ECSC.
20. Complaints regarding moorings must be notified to the Rear Commodore Stores in writing immediately on discovery (see Rule 17).
21. ECSC can at any time require the mooring/storage licence holder to produce evidence that they satisfy these qualifying conditions of the licence. In the event of default, the mooring/storage Licence will be cancelled. If the mooring holder fails to remove the craft/vessel on termination of the licence ECSC shall be entitled:
 - I. to charge the mooring holder with the mooring or storage fees pro rata at the published rate for the period between termination of the licence and removal of the vessel or property from its premises and/or
 - II. at the mooring/storage holder's risk (save in respect of loss or damage caused by ECSC officials negligence during such removal) to move any craft/vessel to an alternative mooring or remove the vessel from ECSC premises and thereupon secure it elsewhere and charge the mooring holder with all costs arising out of such removal including alternative berthing fees.
22. ECSC accepts no liability for any loss, damage or costs of whatsoever nature suffered by the mooring or storage holder.
23. Torts (Interference with Goods) Act 1977
 - I. Any vessels or other goods left on the ECSC moorings or premises are subject to the provisions of the Act which confers on ECSC as Bailee a right of sale exercisable in certain circumstances. Such sale will not take place until the ECSC has given notice to the mooring/storage holder or has taken reasonable steps to trace them in accordance with the Act.
 - II. Where a vessel or goods have been left or abandoned in or on the ECSC area and the mooring/storage holder fails to collect the items within the one month written notice period title shall pass to ECSC which shall be entitled to dispose of or sell any such craft/vessel, vehicle or goods as it deems appropriate.
24. Club Members who apply for a Mooring and or Storage Licence, are deemed to agree to accept these published terms and conditions, and will comply accordingly (see Rule 18).

The End