

Mooring Terms of Agreement



ROYAL HARWICH
YACHT CLUB

WOOLVERSTONE

TERMS OF AGREEMENT RELATING TO THE USE OF RHYC MOORINGS

1. In these conditions “the Club” means the Royal Harwich Yacht Club; “the Mooring” means the mooring belonging to the Club which is allocated to the Club Member, and “Member” means the person at whose request the Club makes available the use of the Mooring.
2. In respect of the Mooring:

INSURANCE: The Club and its employees and officers accept no responsibility and will not be liable to Members for any loss, damage, delay or expense arising from any cause whatsoever unless such loss, damage, delay or expense was caused by, or resulted from the Club’s negligence or deliberate act. Subject to that exception, the use of the Mooring is at the sole risk of the Member and accordingly Members should ensure that their boats and property are adequately insured against all risks including third party risks. *A minimum third party insurance cover of two million pounds is mandatory for all mooring holders.*
3. **LIMIT OF LIABILITY:** In event of any negligence or deliberate act of the Club or its employees or officers in respect of the Mooring resulting in loss, damage, delay or expense to a Member, the maximum liability of the Club, its employees or officers in respect thereof (except claims relating to death or personal injury arising from the negligence of the Club, its employees or officers, where such liability shall be unlimited), shall be the total amount of Club funds in existence at the time any such claim is made.
4. **TRANSFERABILITY:** This Agreement is between the Club and the Member only, and is not transferable. Where the Member is not using the Mooring for any period of one month or more, the Member may request the Club to allow the mooring to be used by a third party; the Club’s agreement to such request must be in writing and if the Club so agrees, the third party must sign a copy of these terms and conditions before using the Mooring.

Save as provided above, a member may **NOT** permit any boat other than the boat specified overleaf to use the mooring.
If a member changes boats he/she may not use the Mooring without having first obtained the written consent of the Club Secretary.
5. **PERIOD OF USE:** The Member must ensure that the Mooring is vacated by no later than midday on 31st October in each year and that the same shall remain unoccupied until midnight on the 1st April in each year, except by special arrangement.
6. **PROPER USE OF MOORING:** The Member shall ensure that any boat using the Mooring shall be secured thereto in such a manner as the Club shall from time to time direct. The Member is responsible for obtaining the agreement of the Moorings Sub-Committee for any modification to the original mooring or buoy. In particular, the Club shall not be responsible for any damage or loss resulting from the failure of any modification to the standard mooring or buoy as installed by the Club. In addition, the Member shall be personally responsible for the maintenance of such modified mooring equipment.
7. **NON-COMPLIANCE WITH THESE TERMS AND CONDITIONS:** If the Member is in breach of the provisions of Clauses 4, 5 and 6, **OR** upon termination of this agreement for whatever reason, **OR** if the Club or its employees or officers consider that any boat occupying the Mooring is un-seaworthy or a hazard to other boats, the Club reserves the right to remove the boat in question at the risk and cost of the Member, who shall be responsible for any subsequent mooring, storage or berthing charges.
8. The Member shall indemnify the Club against all liability, loss, damage, costs and expenses whatsoever arising from any breach by the Member of any warranty or Terms herein contained, or from the negligence of the Member, or any person acting under the Members instructions, or with his authority.
9. The Mooring is at all times subject to River and Harbour Authority rules and regulations.

- 10. Charges relating to the use of the Mooring will be in alignment with normal Club Rules and payment dates.
- 11. This Agreement shall terminate on whichever shall be the earlier of:
 - (i) The expiration of not less than six months written notice expiring on 1st April in any year given by either party to the other, or
 - (ii) upon the Club serving written Notice of Termination upon the Member if the Member is substantially in breach of any of the terms heretofore, or
 - (iii) upon the Member ceasing for whatever reason to be a Member of the Club.

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**I HAVE READ AND ACCEPT THE ABOVE TERMS OF AGREEMENT AND
I CONFIRM THAT THE SPECIFIED INSURANCE COVER IS IN PLACE**

Signed MEMBER.

Print Name..... MEMBER. DATE.....

Countersigned CLUB SECRETARY.

For Office use only:

MOORING ALLOCATED :

BOAT DETAILS:

Name of Boat.....Type / Model