

## Royal Harwich Yacht Club Dinghy Park – Terms and Conditions of Use

### General

1. An application for a dinghy park space creates a contract between you and the club in which you accept these terms and conditions and agree to comply with them. Each subsequent payment of the annual fee by you is an acceptance of the terms and conditions and your agreement to comply with them.
2. A member who fails to comply with the terms and conditions risks been told to remove their boat(s) from the dinghy park.
3. The Club reserves the right to review and vary these terms and conditions annually.

### Responsibility and Management

4. The Flag Officer responsible for the dinghy park is the Rear Commodore Sailing. The dinghy park is managed by the Sailing Committee, and the day to day administration is delegated to the Club Manager.

### Eligibility for a Space

5. The dinghy park is a facility for members of the Royal Harwich Yacht Club only. It is only to be used to store a boat/boats owned/part owned by the member paying for the space(s) allocated.
6. If an owner ceases to be a member of the club, their boat must be removed from the dinghy park immediately. If the boat is not removed it will be considered 'Abandoned' and in accordance with Rule 15 of the Club, the boat and its equipment may be sold by the Club to recover costs.

### Own Risk

7. Owners accept that storing a boat in the dinghy park is entirely at their own risk. The Club accepts no responsibility for damage to boats or theft of boats and/or their equipment.

### Insurance

8. The owner shall maintain third-party insurance in respect of himself, the vessel and his invitees in the sum of £2m (two million pounds) in respect of each accident or damage. The member shall produce the policy if requested by the Sailing Committee.

### Fees

9. Annual dinghy park fees are set by the Sailing Committee and approved by the General Committee. Fees are charged strictly in accordance with the size of boat stored in a space. In cases of dispute the boat will be measured by the Sailing Committee in order to determine the fee to be paid.
10. Members making a first application for a space after 30 June will pay 50% of the annual fee.
11. Temporary Members will pay 1/12<sup>th</sup> of the annual fee for each calendar month they are a temporary member.
12. Failure to pay dinghy park fees will be dealt with in accordance with Club Rules.

### Application for a Space

13. The dinghy park is primarily for storing sailing dinghies and tenders of yachts using club moorings. An application for a space for a catamaran will only be accepted if there is a suitable space available.
14. The charge made for a dinghy park space is to store a single boat only.

15. A first-time application for a dinghy park space shall be made to the club office. (In subsequent years owners will be invoiced for the allocated space at the same time as their membership renewal.)

#### Space Allocation

16. The allocation of a space in the dinghy park is at the discretion of the club office. Upon payment of the applicable fee a space will be allocated and a boat sticker will be issued indicating the space number. The sticker must be displayed prominently on the dinghy so as to be visible without having to completely remove the boat cover.

#### Use of the Dinghy Park

17. When stored ashore, the boat must be fully within the dinghy park space allocated for it. It must not overhang the space, impede road access, or hamper access to neighbouring boats.
18. Particular care must be taken to ensure that lowered masts do not cause an obstruction or hazard to other dinghy park users.
19. If a boat is left on a road trailer the wheels/mudguards of the road trailer must not overhang neighbouring spaces or impede access to other boats, and the additional length must be contained fully within the allocated space.
20. The boat trailer/trolley combination must be movable by hand. No cars are allowed in the dinghy park.
21. No stacker trailers/trolleys may be left in the dinghy park.
22. No boat, trailer, trolley of equipment must be left in a position where it could create a risk of injury to other members/employees of the club.
23. Boats not displaying a current year boat sticker must not be left in the dinghy park. The Club reserves the right to remove unidentifiable, unauthorised boats from the dinghy park and place them in the car park at the risk of the owner. A 'parking fee' of £25 per month, or part month, will be charged for such boats, which will be treated as 'Abandoned' and Club Rule 15 will be invoked.

#### Management of the Dinghy Park

24. The Club reserves the right to relocate a boat to a different space.
25. The Club reserves the right to move boats in the dinghy park in order to carry out maintenance and grass cutting.
26. If an owner secures their trailer/launch trolley with a locking mechanism, and does not deposit a key with the club office, the Club reserves the right to cut off the locking mechanism if it needs to move the boat and not to compensate the owner.