

COWES CORINTHIAN YACHT CLUB LTD
ANNEXE 2 OF CLUB RULES/BYE LAWS
TERMS & CONDITIONS OF MARINA BERTHING, APRON STORAGE & USE OF CRANE
UPDATED March 2022

GENERAL CONDITIONS

1. Use of the marina, apron, crane and boat/equipment storage facilities shall be under the control of the Hon. Bosun under delegated authority from the General Committee.
2. Any owner or their representative using the Marina, Apron or Crane shall do so at their own risk.
3. All cautionary notices on site must be adhered to by all members, their families & guests at all times.
4. Owners of vessels berthed or stored ashore at the Club and/or applicants for berths or storage of their vessels are advised the Club Rule which explains the rights of the Club to dispose of abandoned vessels/ vessels for which fees remain unpaid, and to recover any unpaid fees from the proceeds of sale under the Torts (Interference with Goods) Act 1977.
5. Marine third party and public liability insurance cover must be taken out and held in respect of all vessels stored ashore or berthed in the marina, including visiting vessels, with a minimum cover of £3,000,000. Insurance cover should also include lifting by crane and/or salvage of the vessel where applicable.
6. When working on a boat either on a pontoon, or the apron, the member is responsible for ensuring that no damage is caused to the pontoon/apron surface and spillage of any kind shall be cleaned up immediately.
7. Any damage to Club Property or to any member's or visitor's vessel or equipment must be reported to the Hon. Bosun or to the Secretary immediately.

The above terms apply to and must be read in conjunction with the specific terms & conditions applying to Marina Berthing, Apron Storage & Use of Crane(s)

TERMS & CONDITIONS OF MARINA BERTHING:-

- (a) Applications for Marina Berths shall be delivered to the Office on the appropriate form. Applications will only be accepted from fully paid-up Members and shall be for a specified vessel belonging to that member. A waiting list of Members who have applied for a berth is kept in the office but berths may not be allocated according to the date of application but at the discretion of the Hon Bosun according to the availability of a suitable berth for their particular vessel.
- (b) Berthing fees are calculated on the overall length of the vessel and are revised annually by the General Committee. Unless otherwise specified, marina berths are allocated from 1st January to 31st December subject to a minimum chargeable length of 6 metres. The amount due for the following year will be advised to existing berth holders by the 30th November and is payable by 31st December.
- (c) In the event of a vessel being removed from the berth, the Club may re-allocate the berth, in which case part of the fees may be refunded but there is no automatic right to a refund.
- (d) It is the responsibility of the berth-holder to ensure that the correct dimensions of the vessel appear on the Application or Renewal Form for a berth. If having been allocated a berth, a member acquires a different vessel then unless it is a vessel of comparable size, the berth may be offered to another member on the waiting list.
- (e) Members whose vessels are berthed in the marina must use their vessels a minimum of five times a year. In the event they do not, they may be requested to move the vessel from the Marina to enable members on the waiting List to take up the berth.
- (f) Subject to the weight limit for use of the crane of 2 tons and to their abiding by the terms & conditions of using the crane, all berth-holders shall be entitled to use the crane in accordance with the crane operating procedures no more than 12 times per year.
- (g) Winter storage: subject to availability berth holders may be allocated winter storage on the apron at no extra cost.
- (h) No member will be allocated more than one marina berth unless authorised by the General Committee and no member may nominate another member to apply for an additional mooring on their behalf. This rule shall apply to joint members, family members and to the spouses of individual members, even if they are members in their own right.
- (i) Allocated annual berths are for the personal social use of Club Members and shall not be principally used for commercial or business activities except with the prior approval of the General Committee.
- (j) If a Berth-holder ceases to be a Member of CCYC, they forfeit their entitlement to a Marina berth and storage facilities and shall remove their vessel and equipment within 14 days.
- (k) Marina Berths remain at all times the property of the Club and cannot be transferred to another Member, sublet or loaned.
- (l) No member shall have an exclusive right of occupation of any particular berth and the allocation of berths shall be under the control of the Hon. Bosun. All vessels will berth as directed by the Hon. Bosun who has the right to move vessels to another berth should the need arise.
- (m) All vessels berthed in the marina must be maintained in a seaworthy condition and the berth-holder shall be liable for and shall indemnify the Club in respect of any claim against the Club for loss, damage, salvage and/or third party claims made against the Club as a result of the actions of the member or users of the vessel, or any person working on their boat. This shall include the vessel's equipment including its trailers or cradles if stored ashore.

(n) Every berth-holder shall notify the Hon. Bosun if their Vessel will be away from its allocated Berth for a period in excess of 7 days. The Bosun may arrange for the berth to be occupied by another member's vessel or by a visiting vessel for some or all of the berth-holders' absence (but as stated in clause (c) above, this shall not entitle the berth-holder to claim re-imburement of his fees).

(o) Berth-holders must seek the approval of the Hon. Bosun, or his nominated deputy, for the lift, storage and re-launch of their vessels. Only persons authorised by the Hon. Bosun may supervise the movement and blocking off of vessels stored ashore and use of the crane shall be subject to the rules thereof posted on the Bosuns hut.

(p) No interference shall be caused by any berth-holder, visitor or other temporary occupier of a berth to the Club's ground tackle or pontoons, including the attachment of any fixtures without the knowledge and consent of the Hon. Bosun

(q) Under no circumstances shall fuel in containers, of any kind (except those permanently fitted or secured to a vessel), be stored or left unattended anywhere on CCYC premises, the apron or pontoons.

(r) Berth-holders shall be responsible for ensuring that no unreasonable noise whether from raised voices, audio devices or constantly run engines shall emanate from their vessel and shall permit 'quiet enjoyment' of the marina by other berth-holders, especially at night. Members are responsible for ensuring that their guests also respect this obligation.

(s) Visitors Berthing:

Visitors shall be subject to the general rules of Marina Berthing. Short-term and temporary berths shall be allocated by the Hon Bosun. Any non-resident/visiting vessel on a temporary berth shall be subject to the schedule of prevailing charges which shall be paid upon arrival to the office or outside of office hours to the Bar staff. In the case of Members' guests, it shall be the responsibility of the Member at whose invitation a guest occupies a visitors' berth to ensure that payment for the berth is made.

TERMS & CONDITIONS FOR APRON STORAGE (DRY SAILING & BOAT STORAGE ASHORE)

(i) Applications for allocation of a space on the Apron shall only be accepted from fully paid-up Members and shall be for a specific vessel and shall be delivered to the office on the appropriate form.

(ii) Spaces for summer storage ashore/dry sailing are allocated from 1st April each year. Winter storage may be available from 1st October subject to availability.

(iii) Members must seek the approval of the Hon. Bosun, or his nominated deputy, for the lift, storage and re-launch of their vessels as appropriate.

(iv) Only persons authorised by the Hon. Bosun may supervise the movement and blocking off of vessels stored ashore.

(v) The Apron shall be kept clear at all times and trailers, cradles or other equipment shall not be positioned at any time in a way that prevents or impedes access to or movement of other vessels, trailers or cradles.

(vi) All trailers and trolleys used on the apron must be fitted with rubber tyres; trailers or trolleys with hard wheels are not allowed on to the apron.

TERMS & CONDITIONS FOR USE OF THE CRANE(S)

(i) Use of the crane(s) is/are subject to the standard operating procedures posted on the Bosun's hut and is/are restricted to members or their appointed representatives, approved by the Hon Bosun, being persons who have satisfied him of their competence to operate the crane(s)/other machinery safely.

(ii) Except in emergencies, 24 hours' notice is required for a crane to be operated by any other person(s) and the presence/supervision of the Hon Bosun or his nominated representative is required.

(iii) After using the crane to launch or lift a vessel, the vessel must be moved away from the crane area as soon as possible and particularly from the pontoon area beneath the crane. The Club through the Hon Bosun reserves the right to move any vessel, trailer or gear at any time, as he deems necessary.

(iv) Except with permission of the Hon Bosun, vessels may not be left in the crane slings for more than the time required to transfer the vessel.