



Berthing agreement for the year 2008

between _____, of _____

herein after called the berthholder, and the Arun Yacht Club Ltd for the berth known as _____

General Principles

- Only Ordinary members of the Arun Yacht Club may apply for a berth.
- All applications for a berth must be made in writing to the Secretary, using the form provided.
- A specific berth is allocated to the named club member, for a named vessel terminating at the calendar year end.
- A berth may not be sub-let or assigned to another.
- The berthing agreement is for the period from 1st January, or at an agreed later date, to 31st December in the same year.
- All boats allocated a berth shall have in place, at all times, a minimum of £2 million third party insurance, evidence of which must be produced to the Club Secretary upon request.
- For monohulls, the fees agreed at the last AGM. For suitable multihulls, there will be an uplift from the relevant monohull charge
- The right to continue to use a berth lapses if any fees are not paid by 31 December of the year.
- A specific berth will be offered to a member and may be occupied upon the Club's receipt of the appropriate payment and a signed berthing agreement.
- A vessel for which fees have not been paid in their entirety or acceptable arrangements have not been made for such payment must be removed by 31 January, unless there are circumstances accepted by the Management Committee. In the event that the vessel is not removed, the Club reserves the right to remove the vessel to another berth at the owners risk and expense. The owner expressly agrees to this movement by signature below.
- A Berthing Master will be appointed by the Management Committee and may or may not be a member of the Management Committee. The Berthing Master will be responsible to the Management Committee.
- The decision of the Management Committee upon all of the above and below shall be final.

1 Variations for part-year berths

- 1.1 Vessels entering or leaving the berths part way through the year will be charged at the applicable pro rata rate.
- 1.2 Vessels permanently leaving the berths will be expected to give a clear calendar months written notice.
- 1.3 Vessels arriving on the berths will be expected to pay for each month or part month as a complete month at the prescribed rate.

2 Storage ashore for berthholders

- 2.1 If the vessel is a fully paid annual berthholder there is no additional fee for storage ashore nor is there any refund given for storage ashore.

3 Electricity supply

- 3.1 A reasonable supply of electricity will be provided without additional charge for a weekend while the owner is on board. The supply should be disconnected upon leaving the boat.
- 3.2 Power supply may be provided for longer periods upon receipt of appropriate payment of deposit for a metered supply.
- 3.3 Leads are to be routed safely to ensure they do not present a tripping hazard and will be disconnected on the first day of a working week if found connected without the owner present.

4 Berth and sale of vessel

- 4.1 All sales/purchases of vessels must be notified in writing to the Secretary in a timely fashion.
- 4.2 Where a vessel is sold and the member replaces it, should the replacement vessel be unsuitable for the existing berth, the berthholder will lose the right to the berth and will automatically go to the top of the waiting list.
- 4.3 Where an existing berth holder purchases an additional vessel, that second named vessel goes to the waiting list.
- 4.4 Where a berthholder sells his/her vessel for a smaller one, the existing berth fee will apply until such time as a berth of the appropriate size/band becomes available.

- 4.5 Where a berth holder buys another vessel, and there is a delay in selling the first vessel, the Club will endeavour to provide a temporary second berth, but will reserve the right to move the vessel as necessary.
- 4.6 Where an owner sells his/her vessel and does not get another, the new owner has no right to the berth, and must remove the vessel. Temporary berth fees will be charged until it is removed. If the new owner is a member, then he/she can apply for a berth, and the vessel will be put on the waiting list.

5 Refunds

- 5.1 Refunds of berth fees will be made at the discretion of the Management Committee.
- 5.2 Refunds will normally only be made when it is possible to reallocate the berth, in which case the refund will normally be pro-rata to the number of whole months remaining, from the written receipt of notification of departure or sale, until the end of the year, less an administration fee of £15. Applications for refunds must be made in writing to the Club Secretary.

6 Pro rata rate

- 6.1 Pro rata shall mean each month is charged/refunded at the proportion decided by the Management Committee.
- 6.2 Each month is weighted as a fraction of the total annual fee as follows:-

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1/24	1/24	2/24	2/24	3/24	3/24	3/24	3/24	2/24	2/24	1/24	1/24

7 Use of a vessel as a place of abode

- 7.1 The use of a vessel for permanent living accommodation for periods of more than 12 weeks is not permitted.
- 7.2 In the event that a member is forced, by circumstances beyond his/her control, to live on his/her vessel, then a written application must first be made to the Management Committee.
- 7.3 The application will normally be considered only if it is in the interest of the Club.
- 7.4 The member must be able to demonstrate that the vessel is in good order and capable of moving under its own propulsion at any time.
- 7.5 A valid certificate of insurance must accompany any letter of application.
- 7.6 In the event that the Management Committee agrees to such a request, it will be for a fixed period only. There will be a 50% addition to the berth fee for the specified period.
- 7.7 The Committee will reserve the right to allocate alternative berths for any vessel used in this way.

8 Members leaving the berths temporarily

- 8.1 Members who take their vessel for extended cruises will lose the right to their berth, unless they continue to pay for it.
- 8.2 Where no payment is made, members should notify the Club of their date of return.
- 8.3 The vessel will then be placed on the waiting list and, upon returning, every endeavour will be made to find a suitable berth as quickly as possible.

9 Visiting Vessels

- 9.1 The Club reserves the right to offer berths to visitors where the berth-holder has indicated that he/she will be away for a notified length of time.
- 9.2 Visiting vessels will use these berths on the understanding that, should the berth-holder choose to return early, then the visitor will have to vacate that berth.

10 Berthing Charges

- 10.1 The berthing fee will be based upon the vessel's LOA including pushpit, pulpit, davits and other extensions.
- 10.2 Boats may be re-measured by the Berthing Master should an owner indicate or suggest that he/she is being wrongly charged.

11 Berths Allocation

- 11.1 The Berthing Master will be responsible for ensuring that berths are allocated in accordance with the waiting list and berth size availability and other criteria. His decision will normally be final upon issues such as length overall, and the sizes and types of vessel to be accepted.
- 11.2 The Berthing Master shall have the power to decide a vessel's suitability for the marina berths.
- 11.3 The Berthing Master may withdraw or provide an alternative facility provided to a member if that member has displayed poor seamanship, lack of competence and/or caused unreasonable avoidable damage to other member's vessels on the marina.
- 11.4 The Berthing Master may reallocate a less accessible berth to a berthholder who is deemed not to have used his/her boat sufficiently frequently to justify a berth with good accessibility.

- 11.5 The Berthholder shall only have a right to use the allocated berth and may use another, in exceptional circumstances, for no more than one tide. Should temporary occupancy exceed one tide it will be charged at the current visitor rate.
- 11.6 Members have the right of appeal to the Management Committee.

12 Movement of vessels

- 12.1 If the Berthing Master requires that a vessel be moved to accommodate maintenance, repairs, dredging or other necessary works the owner shall be requested to move his/her vessel to comply.
- 12.2 The owner may be given notice by verbal or written means.
- 12.3 Should the owner fail to move the vessel the Berthing Master may instruct another competent person to move the vessel at the owner's risk.

13 Abandoned Vessels

- 13.1 In accordance with RYA recommendations, the following Club policy will apply if at any time berth fees or facility fees payable to the Club by any member shall be three months or more in arrears:
- 13.2 The Management Committee shall be entitled to move the vessel to any other part of the premises without being liable for any loss of or damage to the vessel, howsoever caused.
- 13.3 The Management Committee shall be entitled upon giving one month's notice in writing to the member or former member, at his last known address shown in the register of members, to sell the vessel and to deduct any monies due to the Club (whether by way of arrears of subscription, berth or facility fees or otherwise) from the net proceeds of the sale before accounting for the balance (if any) to the member or former member.
- 13.4 Alternatively, any vessel which, in the opinion of the Management Committee cannot be sold may, upon such notice as aforesaid, be disposed of in any manner the Management Committee may think fit and the expenses recovered from the member or former member.
- 13.5 Any arrears as aforesaid shall be deemed to be debt owed to the Club by the member or former member.
- 13.6 Further, the Club shall at all times have a lien over the members' or former members' vessels parked or berthed on the Club's premises or Club berths in respect of all monies due to the Club, whether in respect of arrears or berthing fees, subscription or otherwise.
- 13.7 Where a member is in arrears with the payment of monies owed to the Club by at least 6 months, the Club may in any event take possession of the member's vessel.

14 Sea Safety Guidelines

- 14.1 A vessel must have sufficient lifejackets for all the crew.
- 14.2 Day and night flares should be carried in a suitable container and be in date.
- 14.3 It is recommended that the following be on board ready for use

VHF Radio	Compass
Charts	Lifebuoy
Fire extinguisher	First aid kit
Fog horn	
- 14.4 Ensure that before putting to sea you are aware of the weather forecast and are confident that you, your vessel and your crew are able to cope with the expected conditions.
- 14.5 The RNLI will provide sea safety advice totally free of charge in a friendly and confidential manner.

15 Other matters

- 15.1 There is no automatic right of tenure to a berth from one year to the next.
- 15.2 If berthholder keeps to the terms of this agreement the berthholder will be offered a berth for the next year.
- 15.3 A berthholder who has failed to make all the payments for their berth in accordance with the above procedure may not be offered a berth in the following year.
- 15.4 The berthholder may apply and may be added to the waiting list, and may be offered a berth if they are able to satisfy the management committee that they will be able to make the required payments at the due time, and have fully settled all outstanding monies due to the Club.

This agreement is signed and dated as below

	For the Arun Yacht Club Ltd
Name of vessel	Signature
Owner's signature	Name
Owner's name	Position
Date	Date