



Arun Yacht Club

Terms and Conditions for the Use of the Dinghy Pen.

1.1 General Provisions

- 1.1.1. Only Ordinary Members of the Arun Yacht Club (hereafter called the 'Club') will be eligible to store their boats in the Dinghy Pen, except where Temporary Membership has been given to contestants in dinghy championship events.
- 1.1.2. All applications for storage space in the Dinghy Pen must be made in writing to the Secretary, using the form provided.
- 1.1.3. The boat must be stored in the Dinghy Pen on a suitable launching trolley or trailer.
- 1.1.4. Allocated space in the Dinghy Pen is allocated to the named club member, for a named boat.
- 1.1.5. Allocated space may not be sub-let.
- 1.1.6. The right to keep a boat in the Dinghy Pen extends from the 1st January and the 31st December in the same year.
- 1.1.7. Preference for allocated space shall be given to sailing dinghies, but other boats may be allocated space, at the relevant time, provided that there is no sailing dinghy on the waiting list capable of occupying the allotted space.
- 1.1.8. Boats used for commercial purposes, including charter, will not be allowed in the Dinghy Pen.
- 1.1.9. Members boats used for training will only be allowed in the Dinghy Pen with the express permission of the Management Committee, and will normally require the club to receive a commission from any income gained from the use of such craft.
- 1.1.10. All boats kept in the Dinghy Pen shall have, at all times, a minimum of Two Million Pounds third party insurance. Evidence of which must be produced to the Secretary on demand.

1.2 Charges

- 1.2.1 The fees charged for allocated boat storage space in the Dinghy Pen are agreed by the membership of the Club during the Annual General Meeting held in the November immediately prior to the term of allocation.
- 1.2.2 For monohulls, the fees charged are those are determined by the overall length of the craft.
- 1.2.3 For multihulls, there will be a 25% uplift to the equivalent hull length.
- 1.2.4 If a trailer is stored with the boat there will be no extra charge if the boat is normally on the trailer and it takes up no additional space. However, if a trailer is placed next to the boat, thus occupying additional space then an additional fee will be charged.
- 1.2.5 The right to continue to store a boat in the Dinghy Pen lapses if fees are not paid by the 31st January of the following year, unless a standing order has been implemented by that date. In the case of a new application, the offer of storage space within the Dinghy Pen will lapse if the requisite fee has not been paid, or a standing order implemented, within one calendar month of being requested.
- 1.2.6 Boats for which fees have not been paid must be removed by the 31st January unless, in the opinion of the management committee, there are extenuating circumstances. In the event that they are not removed by the owner, the Club reserves the right to remove the boat at the owner's risk and expense.

1.3 Variations for part year lettings

- 1.3.1 Boats entering or leaving the dinghy pen part way through the year may, at the discretion of the Management Committee, be charged for pro-rata.

1.4 Allocation

- 1.4.1 The Berthing Master, appointed by the Management Committee, will be responsible for ensuring that applications for the allocation of space within the dinghy pen are considered in accordance with this policy and the waiting list. His decision will normally be final upon issues such as the sizes and types of boat to be accepted. Members aggrieved by his decision have the right to appeal to the Management Committee.

1.5 Sale of boat and the transfer of Allocated Space in the Dinghy Pen to newly purchased craft.

- 1.5.1 All sales and purchases of boats must be notified in writing to the secretary within seven days.
- 1.5.2 Where a boat is sold in favour of a larger one, should no suitable space in the Dinghy Pen being available, then it will automatically go to the top of the waiting list.
- 1.5.3 Where a member, with allocated space within the Dinghy Pen, buys a second or subsequent boat for storage in the Dinghy Pen, that second or subsequent named boat will go to the bottom of the waiting list.
- 1.5.4 Where a member, with allocated space within the Dinghy Pen, sells his boat for a smaller one, the new boat may be placed in the same allocated space. The fee charged for the larger craft will remain in place until the end of that year.
- 1.5.5 Where a member, with allocated space within the Dinghy Pen, buys another boat, and there is a delay in selling the first boat, the Club will endeavour to provide a temporary space within the Dinghy Pen, but will reserve the right to move one or other boat to a position in the Dinghy Pen where access may be restricted.
- 1.5.6 Where a member, with allocated space within the Dinghy Pen, sells their boat and does not get another, the new owner does not have a right to use the allocated space. Temporary storage fees will be charged until the boat is removed. If the new owner is a member, then he or she may apply for allocated space within the Dinghy Pen, and the boat will be placed on the waiting list.

1.6 Refunds

- 1.6.1 Refunds of fees for allocated space in the Dinghy Pen surrendered by a member will be made at the discretion of the Management Committee. Such refunds will normally only be made when it is possible to reallocate the space, in which case the refund will normally be pro-rata, to the number of whole months remaining from that time until the end of the year., less an administration fee of £15. Applications for refunds must be made in writing to the Secretary. The decision of the Management Committee will be final.

1.7 Visiting Boats

- 1.7.1 Space in the Dinghy Pen may be allocated to Temporary Members attending Club Events or competing in Open Championships. Fees for such storage space will be included as part of the charge levied for entering such an event.

1.8 Abandoned Boats

- 1.8.1 In accordance with RYA recommendations, the following clauses will apply if, at any time, fees for Allocated Space within the Dinghy Pen payable to the club by any member shall be three months or more in arrears
- 1.8.2 The Management Committee shall be entitled to have the boat moved to any part of the premises without being liable for any loss of or damage to the boat, howsoever caused.
- 1.8.3 The Management Committee shall be entitled upon the giving of one month's notice in writing to the member, or former member, at his or her last known address shown in the register of members, to sell the boat and to deduct any monies due to the Club (whether by way of arrears of subscription, mooring fees, storage fees or otherwise) from the net proceeds of the sale before accounting for the balance (if any) to the member or former member.
- 1.8.4 Alternatively, any boat 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 thereof recovered from the member or former member. Any arrears as aforesaid shall be deemed to be a debt owed to the Club by the member or former member.
- 1.8.5 Further, the club shall at all times have a lien over the members' or former members' boats parked or moored on the Club's premises or Club moorings in respect of all monies due to the Club, whether in respect of arrears or mooring fees or subscription or otherwise. Where a member or former member is in arrears with payment of monies owed to the Club by at least six months, the Club may in any event take possession of the member's or former member's boat.

1.9 Keys to the Dinghy Pen and the Locking of the Dinghy Pen

- 1.9.1 Members who have been allocated space within the Dinghy Pen for a named boat shall be issued with a key to the locks securing the gates of the Dinghy Pen. A £10.00 (Ten Pounds) deposit will be charged for the key which shall be forfeit if the key is lost or damaged.
- 1.9.2 Upon leaving the Dinghy Pen members shall ensure that they lock the gates, if they are the last to leave.

1.10 Harbour Dues

- 1.10.1 It is necessary for all users of Littlehampton Harbour to pay Harbour Dues to the Harbour Board.

- 1.10.2 Members who store their boats within the Dinghy Pen and use these boats within the precincts of Littlehampton Harbour are liable to pay these dues and in this respect are requested to deal with the Harbour Office direct.
- 1.10.3 Members contact details may be released to the Harbour Master for the purpose of Harbour Dues collection. It should be noted that Harbour Master has a Statutory Authority to demand members' contact details from the Club and likewise the Club is required to produce such details, if requested. However, although details may be supplied to the Harbour Master he or she is also covered by the Data Protection Act 1998 and may only use such information for his or her own purposes and may not pass on this information to a third party.
- 1.10.4 If Harbour Dues are not paid by a member, the Harbour Master may attach a legal notice to a member's boat requiring the member to pay such dues or risk the impounding of the boat.
- 1.10.5 Any costs incurred by the Club in any respect with regard to the non payment of Harbour Dues, providing access to the Harbour Master, or otherwise, will be invoiced to the member for payment. Any non payment of such fees will be dealt with as if the boat has been Abandoned and be dealt with in accordance with Clause 1.8 above.

N.F.Clare

Rear Commodore Sailing

On behalf of the Management Committee of Arun Yacht Club

1st January 2006