

Dinghy Storage fees Terms and Conditions.

1. Storage allocation/licence

- 1.1. The Club retains the sole rights to all storage areas whether granted short term or long term.
- 1.2. Only full members of CBYC are permitted to hold a Storage licence.
- 1.3. Members must submit a fully completed storage application form, available via the website. Boats must not be scheduled to arrive at the club until a berth has been allocated.
- 1.4. Storage allocation is subject to availability and will be assigned strictly in accordance with the waiting list.
- 1.5. Berths are allocated to a specific member for a specific boat identified by the completed application form.
- 1.6. Storage licence cannot be transferred to another member including where a boat has been sold to another member. The new owner must complete an application and allocation of a storage licence is subject to the allocation process.
- 1.7. The following are prohibited;
 - 1.7.1. Storage location 'swaps',
 - 1.7.2. Sub-letting of an allocated storage location.

2. Use it or lose it policy

- 2.1. Storage space is at a premium and the owners of any boat, trailer and/or other property which, in the opinion of the Club, have participated the least in any year may not be eligible for storage in the following year and Member may be requested to remove their boat, trailer and/or other property from Club premises.
- 2.2. Ongoing storage is entirely at the discretion of the Club.

3. Fees & charges

- 3.1. All fees must be paid within 30 days of invoice, if unpaid a £20 admin charge will be added with each email or letter sent.
- 3.2.

4. Liability, Indemnity & Insurance

- 4.1. CBYC shall take reasonable steps to maintain security at the Marina and Premises, and to maintain the facilities at the Premises and in the Marina in reasonably good working order. Subject to this, and in the absence of negligence or breach of duty on our part, Vessels, gear, equipment or other goods are left with us at your own risk and you should ensure that you have appropriate insurance against all relevant risks.

- 4.2. The Company shall not be liable (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, loss (whether direct, indirect or consequential in nature), theft, or any other damage of whatsoever nature caused:
- 4.2.1. to any Vessel or vehicle or other property of the Owner or others claiming through the Owner whilst at the Marina or Club Premises, and/or to any gear, equipment or other goods left with it for repair or storage, and harm to persons entering the Premises or the Marina and/or using any facilities or equipment;
 - 4.2.2. by any event or circumstance beyond the Club's reasonable control (such as extreme weather conditions, the actions of third parties not employed by us or any defect in any part of your or any third party's Vessel);
 - 4.2.3. as a result of the non-operation of the barrage for whatever reason.
 - 4.2.4. as a result of a loss or interruption of electricity supply;
 - 4.2.5. as a result of the unavailability of any of the Marina Services;
 - 4.2.6. except to the extent that such loss, theft, or damage may be caused by the negligence or wilful act of the Company or those for whom the Company is responsible.
- 4.3. Nothing in the Agreement shall be deemed to exclude or limit our liability for death or personal injury caused by our negligence.
- 4.4. All vessels stored, moored, or used at the club premises must have 3rd party Indemnity to £3,000,000 and wreck recovery insurance. The club may ask for policy details from time to time.
- 4.5. A charge of £30 per hour with a minimum charge of £20 will be invoiced if your boat required a pump out or other intervention.

5. Vessel Movements

- 5.1. The club retains the right to move any vessel moored or stored on the premises.

6. Termination

- 6.1. CBYC will have the right to terminate the storage licence immediately in the following circumstances;
- 6.1.1. You fail to make any payments of fees or charges due within 60 days of an invoice being raised.
 - 6.1.2. Where in the reasonable opinion of the Club you, the crew, your visitors or guests act in an inappropriate, violent or abusive way towards the Club, its staff or other users of the Marina or Premises; or display any sort of anti-social behaviour.
 - 6.1.3. Where in the reasonable opinion of the Club, you, the crew, your visitors, or guests cause unacceptable noise, nuisance or annoyance to the Club, its staff or to any other users of the Marina or Premises or any person residing in the vicinity.

- 6.1.4. Where in the reasonable opinion of the Company, you, the crew, your visitors or guests are a danger to the Company or its staff, to any other users of the Marina or Premises or any person residing in the vicinity.
- 6.2. For the avoidance of doubt, the Owner will not be entitled to any refunds in the event of termination of a berthing licence pursuant to clause 6.1.
- 6.3. You may terminate your berthing agreement by giving no less than 28 days' notice in writing to admin@cbyc.co.uk.
- 6.4. Members continue to be liable for the boat and all associated costs until the boat is removed from the club and the office has been notified of such.
- 6.5. There is no provision for refund if you sell or remove your boat before the end of your annual (one off payment) contract.

7. Health & Safety

- 7.1. During the term of this Agreement you shall, and shall procure that the crew and all your visitors and guests shall:
 - 7.1.1. comply with all Applicable Laws;
 - 7.1.2. observe all health and safety rules and regulations and security requirements that apply at the Marina and the Premises.
- 7.2. When boats are stored ashore all head furling sails must be removed, any rubbish or paint scrapings must be cleared by the member. No polluted waste can be discharged into the compound.
- 7.3. Members are responsible for ensuring that every person or company carrying out works to their vessel is adequately insured and hereby indemnifies the Club against any claim or damage suffered directly or indirectly arising from carrying out such works or any shortfall in the adequacy of such insurance.

8. Abandoned boat / Unpaid Fees & charges

- 8.1. By entering into this Agreement, you agree that CBYC shall have a general right ("a general lien") to detain and hold your Vessel or other property pending payment by you of any sums due to us. If the Agreement is terminated for any reason or expires while we are exercising this right of detention, the general lien will survive any such termination or expiry and we shall be entitled to charge you at the Company's daily rate for each day between termination or expiry of this Agreement and the actual date of payment and subsequent removal of the vessel from the marina/premises.
- 8.2. The club has adopted the RYA recommended rules for unpaid fees/abandoned boats. These rules will apply if any fees are not settled within 90 days of invoice. Your boat will be sold to recover any outstanding debt in accordance with the RYA policy.