

## TAMAR RIVER SAILING CLUB MOORINGS - TERMS AND CONDITIONS

1. All moorings are subject to any directions of the Queens Harbour Master (QHM). At the request of the QHM the Council can, upon one month's notice to remove your vessel forthwith, remove your mooring. This may be undertaken without notice, under the direction of the QHM, in the situation whereby the mooring and/or vessel present an urgent issue to navigational safety. All moorings are also subject to rules laid down by the club.
2. Moorings will be held as a certificate, which represents the value of the mooring tackle. The certificate will not relate to any particular tackle or position. Mooring certificate values will be determined by the Mooring Master and General Committee.
3. TRSC will manage the routine maintenance and repair of mooring tackle on behalf of the mooring certificate holders. This will include arranging contractors to carry out inspection and certification in accordance with Harbour Authority requirements, and renewal or repair of equipment as found necessary. TRSC will charge each certificate holder an annual fee to cover all the costs involved in the provision and management of mooring spaces.
4. Mooring gear and positions shall be under the control of the club and subject to the approval of the P.C.C. and T.R.S.C. Mooring Master. A valid annual inspection certificate for all moorings will be provided to the Moorings Master by the Mooring Contractor.
5. All vessels must be insured to a minimum of £3 million third party public liability with wreck removal (QHM requirement) and kept in compliance with all requirements of their insurance cover. A copy of the Insurance Certificate and Policy wording showing compliance with the above must be sent to the Mooring Master or his assistant upon first taking up the mooring and thereafter at each policy renewal date.
6. No inappropriate or offensive advertisement, placard or hoarding (except warning notices against trespassers, damage or 'For Sale') may be displayed on any vessel while at any mooring.
7. No person or persons shall live on any vessel attached to the mooring or use the same as a dwelling.
8. You shall indemnify the Club against all claims and demands, losses, charges, costs and expenses which the Club may at any time incur or become liable to in consequence of you failing to perform or observe any of these conditions or any reasonable request of the Club in relation to the mooring.
9. All mooring spaces are subject to an annual review, and members must apply in writing for a mooring space, and pay the required mooring membership fee before 1st January each year. Failure to do so may result in the loss of the mooring space, and/or the demotion of position to the furthest end of the trots from the club. Applications will be deemed as unacceptable if the member owes the club money e.g. for winter lay-up.
10. The annual charges for maintenance fees are to be set by the Mooring Master and General Committee and will be invoiced based on the previous years charge with your Club

Membership invoice at the beginning of each year. The charge for the mooring space will be reviewed after we receive our annual bill from PCC in the Spring of the current year and must be paid within two weeks of receipt of the invoice. Maintenance charges must be paid within two weeks of invoice. Mooring holders will not be able to take up their moorings if any of membership, maintenance or mooring space charges remain outstanding at the start of the sailing season.

11. The club reserves the right to move any vessel, mooring, or gear, at its discretion, in the interest of safety and/or expediency.
12. All vessels are moored and gear repaired, worked on, moved, stored and otherwise managed and kept at the sole risk of the owner, and the club accepts no responsibility for loss or damage occurring from any cause whatsoever.
13. Mooring Certificate Holders will be responsible for all pick up gear and mooring lines and will ensure that this is suitable, of adequate dimensions, and this is maintained in good condition. For the safety of all vessels on the moorings, the moorings master or his authorised delegate may inspect pick up gear and require changes or improvements to be made where it is deemed to be inadequate or unsafe. If any certificate holders remove pick up gear for maintenance purposes they must rig a reasonably taught line connecting the buoys. The Mooring Master will provide a specification of the minimum mooring pick up gear requirements.
14. The scope of mooring lines used must be of a length that does not permit the vessel to impede any other vessel moored close by.
15. All vessels must be properly secured on their mooring in accordance with the guidelines issued by the Mooring Master, and all vessels must have their name clearly indicated on the hull, coach roof or dodgers as appropriate.
16. When a member sells without replacing his/her vessel within a reasonable period, he/she automatically forfeits all rights to the current space. The club reserves the right to purchase the mooring certificate at the current rate. Members who have a mooring behind a vacant position will be given the opportunity to move forward into the next available space. The club will then sell the rear space mooring to a new applicant on a 1st come 1st serve basis.
17. Any member wishing to sub-let his/her mooring (except in an emergency) must obtain approval of the Mooring Master or his assistant in advance. The sub-letting of moorings will only be permitted to another club member. In addition the sub-lessee must complete a temporary mooring application, pay a temporary mooring holders deposit, and the arrangement must be accepted by the Mooring Master before the sub-lessee occupies the mooring. Sub-letting will only be allowed for a maximum of two seasons. The sub-lessee must accept these mooring terms and conditions.
18. "Rafting Up" of vessels on moorings within the Club area is not permitted.
19. Tenders stored at Tamar River Sailing Club shall not exceed 9 feet overall length.
20. No vessel other than the club's safety craft shall be moored for more than two hours on the Club's pontoons without the prior permission of the Club's Quay-master or deputy. (This is a Planning Permission requirement).

21. If the member does not pay the required fees, or if the mooring holder fails to abide by any of these regulations, the certificate holder may forfeit the mooring space and sale value. This would be at the discretion of the General Committee.
22. Mooring allocated to new members of the club in their first year of membership will be offered on a temporary basis under the normal rules for temporary moorings. A deposit will be required, which will be set against the cost of the share certificate as and when the mooring allocation is made permanent. This is in order to avoid the allocation of permanent moorings to new members who make no contribution to the club or fail to follow club rules. At the end of the year the member will either be allocated a permanent mooring or not, subject to a review by the Moorings Master and the General Committee.
23. If you wish to surrender your mooring, the Mooring Master is to be immediately notified in writing or by e-mail.
24. All mooring holders and users must comply with all byelaws, regulations and any Acts of Parliament relating to the Port of Plymouth.
25. Failure to observe or to comply with any of the above mentioned conditions may result in your licence to moor being cancelled.

#### **DECLARATION**

**I the undersigned, declare that I have read and agree with these Terms & Conditions and certify that I have and will comply with all the conditions therein.**

**Signed:**

**Name:**

**Date:**