



## Dinghy Park & Berthing Rules (Revision 22 Sept 2020)

1. Spaces in the dinghy park are allocated on an annual basis.
2. Berthing season commences 1st November and ends 31st October, inclusive.
3. The Committee reserves the right to make appropriate charges for use of the dinghy park for periods shorter than a full berthing year and/or for boats abandoned or overstaying end of membership.
4. Spaces will be allocated on the basis of application forms received by [date].
5. All members requiring berths should submit this form regardless of whether they were allocated a space in the previous season.
6. Upon a berth being allocated a berthing sticker will be issued. This sticker shall be displayed forward facing on the mast outside the cover or, where the mast is not stepped, on the transom. (The sticker must be fixed so as to be able to be easily seen with the boat cover in place. It is acceptable to affix the sticker to the outside of the cover, however this is not advised)
7. Berthing is strictly limited to **one space, one boat** unless expressly permitted by the Committee or its representative.
8. Berthing allocation is not transferable. However members that have purchased more than one space are permitted to berth their craft in either space. It would be preferable if they made the dinghy park warden aware of the change.
9. Boats must be adequately **secured** against the prevailing conditions at all times.
10. Boats must be kept in their allocated space, unless moved with the express permission of the Committee or its representative.
11. No road trailers can be stored on the club dinghy park, unless written permission is given by the committee or its representative (this will usually be reserved for visitors during open and national events).
12. All craft left on the dinghy park must be insured against third party risks and liabilities of no less than **£3,000,000** and are recommended to be insured comprehensively. (Members must be prepared to submit relevant documentation to the Committee for inspection should it be requested).
13. The Committee shall be entitled to treat any of the following as an abandoned or unauthorised boat and/or trailer:
  - a. a boat and/or trailer located in the dinghy park and not displaying a current dinghy park sticker;
  - b. a boat and/or trailer located otherwise than in its properly allocated space;
  - c. a boat and/or trailer that remains in the dinghy park for more than one month after any date advised by the Committee by which boats and/or trailers must be removed to allow for maintenance works of the dinghy park or the end of the season date (where applicable);
  - d. a boat and/or trailer which is the property of a member or former member which remains on club premises after any fees payable to the club by any member or former member (whether by way of arrears of subscription or facilities fees, dinghy park fees or otherwise) are more than one month in arrears.

14. In the case of an abandoned or unauthorised boat and/or trailer (as defined in section 12) the Committee may:-
- a. move the boat and/or trailer to any part of the club premises without being liable for any loss or damage to the boat and/or trailer howsoever caused, padlocks and chains will be removed, damage to these items cannot be recovered from the club.
  - b. upon giving 1 months' notice require the member or former member to collect the boat and/or trailer;
  - c. upon giving three months' notice in writing by registered post to the member or former member at his/her last known address shown in the register of members sell the boat and/or trailer and deduct any monies due to the Club (whether arrears of subscription or facility fees or dinghy park fees or otherwise);
  - d. if the boat and/or trailer is unsaleable (in the reasonable opinion of the Committee), after giving notice in writing as aforesaid, dispose of the boat and/or trailer in any manner the Committee may think fit and deem the cost of so doing and any arrears as aforesaid to be a debt owing to the club by the member or former member.
  - e. The club reserves the right to charge storage for the boat and/or trailer until such time as the owner collects the boat and/or trailer or until notice has been served under clause (b) and (c) above.
  - f. Provided that in each case proper evidence is available to show that all reasonable steps have been taken by the Committee to trace a member or former member and that when and if the boat and/or trailer is sold the proceeds of sale (where these exceed the amount of any indebtedness by the member or former member to the club) shall be placed in a bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member) for a period of six years.
  - g. The Club shall be entitled to retain possession of the boat and/or trailer until such time as all monies due to the club have been paid in full.
  - h. Lien on boats and/or trailers. In addition to the powers set out above to move, sell or dispose of boats and/or trailers the club shall have a lien over members' or former members' boats and/or trailers parked on the club's premises in respect of all monies due to the club, whether in respect of arrears of facilities fees or subscriptions or otherwise and shall be entitled to retain possession of the boat and/or trailer until such time as all monies due to the club have been paid in full.

## Berthing Agreement

I, the undersigned, agree to abide by Highcliffe Sailing Club's dinghy park & berthing rules (see above)

Name (please print clearly) .....

Signature ..... Date.....