



KIRCUBBIN SAILING CLUB

Terms & Conditions for Use of the Boat Park

- including forms for single & multiple berth applications

v24.00

1. Definitions.

Under these Terms & Conditions, 'the Club' means Kircubbin Sailing Club and/or its servants and agents.

2. Agreement

The Club agrees to provide you with a berth in the boat park for your boat and/or trailer for a fixed storage term (normally one calendar year) where available, upon receipt of the signed and completed application form below and payment of the appropriate park fee. All members requiring berths should therefore complete, sign and submit this form at the beginning of the year regardless of whether they were allocated a berth in the previous season.

3. Agreement terms

- a. Park fees will be advised at the beginning of the year, and are normally published on the Clubs' website (currently under Membership → Boat Park Rates).
- b. The provision of a berth in the boat park shall not be automatically renewed but will terminate at the conclusion of the term : a fresh agreement will be made subsequently upon payment of the park fee.
Alternatively the agreement may be terminated sooner either by the Club or by yourself per Section 10 below.
- c. You undertake to notify the Hon. Secretary of the Club promptly and in writing of any change in your postal or email addresses, phone numbers or other contact details, names of the boat or changes in ownership (see Section 8 below).
 - You can advise changes via the Club's website - <http://kircubbinsailing.club/index.php/contact-us-2/>

4. Allocated berth

- a. Subject to availability, a berth will be provided for your normal usage. You must ensure that your boat and the immediate surrounds of its berth are maintained at all times in a safe, clean and tidy state. Trailers must be suitable for their purpose, structurally sound, and maintained in good and safe order so that both your boat and trailer are readily and safely mobile.
- b. Boats, trailers and associated equipment must each be clearly and durably marked with a name or boat number so that ownership is readily identifiable.
- c. As far as possible painting and other maintenance and repairs should minimise any waste materials entering the local environment.
- d. If you plan to launch your boat after 1st May, you agree to relocate your boat and/or trailer if requested and directed in order to optimise or make available space in the boat park area as may be required from time to time.

5. Berth restrictions

- a. The Club may arrange to move all boats, trailers and associated equipment in the park to any other part of the boat park without your prior knowledge or consent where such movement is necessary for the proper or efficient operation of the boat park.

b. If your boat or trailer is required to be moved to facilitate an event organised or hosted by the Club, you will be notified (by means of the contact information provided by you) at least two weeks in advance, to provide you with the opportunity to move it to an area designated by the Club or to remove it temporarily from the park.

c. You may not lend, transfer or assign any berth allocated to you by the Club from time to time, nor may you use it for any other boat, without prior written consent from the Club.

6. Insurance & indemnity

a. You must insure your boat against third party liability for a minimum of at least £3 million for any one accident or series of accidents arising from the same event loss or damage however caused. The Club recommends that you take out comprehensive insurance to cover any other loss and damage.

b. The Club shall not be liable for the loss, theft or any other damage of whatsoever nature caused to any boat or other property (whether insured or not) belonging to you or others claiming through you, except to the extent that such loss, theft, or damage may be caused by an act or omission of ours or those for whom we are responsible.

c. You must indemnify the Club against any loss, damage or costs reasonably incurred by, and all claims or proceedings instituted against, the Club or its servants or agents which may be caused by your boat or by you, your servants, agents, crew, or guests except to the extent that such loss, damage, costs, claims or proceedings may be caused by an act or omission of ours or of those for whom the Club is responsible.

d. All persons using any part of the Club boat park or facilities provided thereon for whatever purpose and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property sustained within the boat park was caused by or resulted from an act or omission of ours or those for whom the Club is responsible.

7. Services

Water and electrical services are provided for park users. Those wishing to use a continuous electrical connection not exceeding 1kw to their boats may do so for battery chargers and dehumidifiers. Heaters connected to the electrical services must be thermostatically controlled and must not be used on a continuous unattended basis.

8. Transfers of Ownership

You shall be permitted to arrange a private sale of your boat and/or trailer while in the Club's boat park. The display of a "For Sale" sign and the use of a Broker are permitted. You must, within seven days of completion of the sale, notify the Hon. Secretary of the Club in writing of the name, address and full contact details of the buyer of the boat. After transfer of ownership, you undertake that you accept on-going liability for any park fees due until either (a) the boat and its trailer and equipment has been entirely removed from the Club's boat park, or (b) you are formally notified by the Club that the buyer/new owner has completed an appropriate arrangement to keep the boat in the Club's boat park.

9. Refuse disposal

Small refuse items only may be disposed of in the bins provided by the Club, or otherwise by removal from the Club site. Note that items disposed of in the recycling bins must only be those which are approved for recycling by Ards & North Down Borough Council (ANDBC). Larger refuse items should be taken off site for disposal at ANDBC's recycling centres as appropriate : the areas outside the perimeter wall have been cleared and must not be used for disposal or temporary storage of refuse items of any size. .

Note that any engine oil and the like must not be poured away to drainage within the boat park or in the vicinity, and that used oil filters must not be placed in the Club's refuse bins : both used oil and filters must be stored safely until taken off KSC premises for environmentally appropriate disposal at the recycling facilities provided by ANDBC.

Note that used containers of paints, resins, and particularly antifouling materials must be stored safely until taken off KSC premises for environmentally appropriate disposal at the recycling facilities provided by ANDBC.

10. Termination of the Agreement

- a. In the event of any breach of these Terms and Conditions by you, the Club shall have the right to serve a written notice on you, at your last known address, specifying the breach and requiring compliance within 14 days of the notice. If the breach is not rectified within the 14 day period, the Club has the right to terminate this agreement with immediate effect by serving a written notice on you at your last known address.
- b. The Club has the right to terminate this agreement, by the giving of written notice to you, if at any time the Club's boat park is damaged, impeded, or interfered with by force majeure so as to render it unlikely that a berth may continue to be provided in accordance with this agreement. In the (unlikely) event of termination in accordance with clause 10(b), the Club will refund to you part of the park fee paid, in proportion to the unexpired period of storage.
- c. You have the right to terminate this licence with immediate effect by removing your boat and its equipment from the Club boat park, and advising the Hon. Secretary of the Club that you are terminating this licence in accordance with this clause 10(c). On satisfactory completion of this procedure, the Club may refund to you the unexpired monthly proportion of the licence fee.
- d. If you fail to remove your boat and/or trailer on termination of this licence in accordance with clause 10 or otherwise, the Club is entitled to charge you with the fee which would have been payable by you to the Club if the agreement had not been terminated for the period between termination and removal of the boat and/or trailer from the boat park.

11. Exclusion of the Club's Liability

Members are advised that the boundaries of the Club's boat park are not secured and consequently the Club is not able to exercise any reasonable control over access to it, and over the activities which take place in it. Therefore members storing their vessels and equipment in the boat park are deemed to accept that they do so entirely at their own risk from all damage or injury whatsoever and howsoever caused either to them, or their vessels, equipment, or any person or property.

In addition members engaging contractors to carry out their work to their vessels in the boat park accept that they do so entirely at their own risk. Launching, lifting out and craning would be deemed as examples of work by contractors. It is therefore important that members ensure that any contractors they engage are competent and that they carry full and adequate insurance for all risks involved in the work for which they have been contracted. Completion of the booking form below by a member is deemed to be acceptance that this provision has been read and approved by such member.

12. Power to remove, sell or dispose of boats and/or trailers and/or other property

If at any time, any fees payable to the Club by any Member or former member (whether by way of arrears of subscriptions or facilities fees, park fees or otherwise) shall be more than three months overdue and a boat and/or trailer the property of a member remains upon the Club premises, then the member or former member shall remove the boat and /or trailer from the Club immediately.

If the member or former member fails to remove the boat and/or trailer the Management Committee may:-

- (a) Move the vessel to any part of the Club premises without being liable for any loss or damage to the vessel howsoever caused.
- (b) Give three month's notice in writing to the Member or former Member at his last known address as shown in the Club Register and thereafter sell the boat and/or trailer and deduct any monies due to the Club from the net proceeds of sale before accounting for the balance (if any) to the member or former member.
- (c) Alternatively, if the vessel is unsaleable, after giving notice in writing as aforesaid, dispose of the boat and / or trailer in any manner the Management 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.

../contd. over

PROVIDED THAT in each case that 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 and/or other property 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.

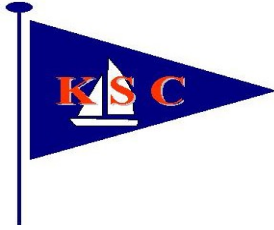
Additionally the Management Committee shall be entitled to treat any of the following as an abandoned or unauthorised boat and/or trailer and/or other property:

- (a) a boat and/or trailer and/or other property located in the boat park and not identifiable as registered with the Club or otherwise identifiable as owned by a member of the Club,
- (b) a boat and/or trailer and/or other property located otherwise than in its properly allocated berth,
- (c) a boat and/or trailer and/or other property that remains in the boat park for more than one month after any date advised by the Committee by which boats and/or trailers and/or other property must be moved or removed to allow for maintenance or other works in the park.

Lien on boats and/or trailers and/or other property -

In addition the Club Rules specify that the Club shall at all times have a lien over members' or former members' boats, trailers, or property stored on the Club 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 boats, trailers and property until such time as all monies due to the Club have been paid in full.

The foregoing Terms and Conditions of Kircubbin Sailing Club boat park use shall apply to all users of Kircubbin Sailing Club boat park and they are subject to Northern Ireland Law.



KIRCUBBIN SAILING CLUB

APPLICATION for ONE STORAGE BERTH

*print/use this page for a single berth application
print/use the page overleaf for a multiple berth application*

Please reserve a berth in Kircubbin Sailing Club Boat Park for my boat & trailer as detailed below -

Boat Name Type/Design Colour

Length OA Beam OA

- tick for **Trailer only berth** & complete OA length & width above for the trailer.

Owner's Name Mob :

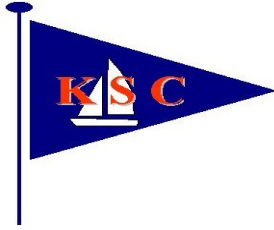
Address Post Code

Email Tel :

DECLARATION - I certify that my boat/trailer above is adequately insured against all third party claims to a minimum sum of £3,000,000.00, and will remain so while on Kircubbin Sailing Club (KSC) premises. I have read and agree to the Terms & Conditions for Use of Boat Park at KSC as issued with this form. Further I understand that KSC does not undertake to provide a secure park and that all storage is entirely at owners risk against which it is my responsibility to arrange insurance. I understand that trailers, props and equipment left on KSC premises at any time must be marked so as to be readily identifiable as mine, and in the absence of such identification may be liable to disposal without notice.

Owner's SignatureDate.....

Please return the completed & signed form to -
the Hon. Treasurer, Kircubbin SC, 106 Shore Road, Kircubbin, Co Down, BT22 2RP.



KIRCUBBIN SAILING CLUB

APPLICATION for more than one STORAGE BERTHS

*print/use this form for a multiple berth application
print/use the preceding page for a single berth application*

Please reserve a berth in Kircubbin Sailing Club Boat Park for my boats & trailers as detailed below -

Boat 1 Name Type/Design Colour

Length OA Beam OA

Boat 2 Name Type/Design Colour

Length OA Beam OA

Boat 3 Name Type/Design Colour

Length OA Beam OA

Boat 4 Name Type/Design Colour

Length OA Beam OA

- tick for additional **Trailer only berth** & complete OA length & width above for the trailer.

Owner's Name Mob :

Address Post Code

Email Tel :

DECLARATION - I certify that my boat/trailer above is adequately insured against all third party claims to a minimum sum of £3,000,000.00, and will remain so while on Kircubbin Sailing Club (KSC) premises. I have read and agree to the Terms & Conditions for Use of Boat Park at KSC as issued with this form. Further I understand that KSC does not undertake to provide a secure park and that all storage is entirely at owners risk against which it is my responsibility to arrange insurance. I understand that trailers, props and equipment left on KSC premises at any time must be marked so as to be readily identifiable as mine, and in the absence of such identification may be liable to disposal without notice.

Owner's SignatureDate.....

Please return the completed & signed form to -
the Hon. Treasurer, Kircubbin SC, 106 Shore Road, Kircubbin, Co Down, BT22 2RP.