



North Cheshire Cruising Club Limited

Mooring Conditions and Agreement, for Boat, Boathouse and Compound Owners and for the use of Hard Standing

The Owner accepts these conditions between the **North Cheshire Cruising Club Limited** (*henceforth known as the Club*) by the Owner signing this agreement and paying the due rent for the mooring and or boathouse, to the Club

Definitions:

- a) “**Mooring Officer**” means the person holding that Office in the Club.
- b) “**Moorings**” refers to the space allotted to the Boat Owner by the Moorings Officer for the purpose of accommodating his/her boat within the confinements of the Club premises and may be in the open, afloat, or in a boathouse or a compound or alongside any club premises. It does not give the Boat owner the right to any particular mooring or berth on the Club premises.
- c) “**Hard Standing**” means on any solid ground owned or leased by the Club.
- d) “**The Arm**” is the water space over which the Club has jurisdiction.
- e) “**Mooring Year**” is from 1st October in any year to 30th September in the year following.
- f) “**The Rent**” is such payment as the Directors has decided to charge for the allotted boat space to the Boat Owner for that current year.
- g) “**Temporary Moorings**” is any moorings let for less than twelve months.
- h) “**Boathouse**” is any structure owned by the Club, or any Member, over a water space owned by the club
- i) “**Boat**” is a vessel normally used for travelling on water, owned by the Club or a member of the Club.
- j) “**Compound**” is an enclosure whose structure is owned by the Club or a member of the Club enclosing a water space owned by the Club.

Mooring Conditions:

1. **The Club** lets the mooring to the Boat Owner until the end of the current year and thereafter on an annual Tenancy from year to year until it is ended in one of the ways set out in these conditions, and at a rent from time to time notified to the Boat Owner. Moorings are allocated at the discretion of the Mooring Officer on behalf of the Club and may be changed at any time with good reason.
2. **The Tenancy** may be terminated either:-
 - a) By the Clause in 15,16 17 or
 - b) **By the Boat Owner giving three months notice in writing to the Mooring Office of his/her desires to terminate the agreed tenancy, and vacate the mooring. The rent for the mooring will cease three months from the date of the written notice.**
 - c) By the Mooring Officer (when duly authorized by the board of Directors) giving the Boat Owner three months notice in writing to terminate the tenancy.(upon expiry of the notice the Boat Owner must have removed his/her boat from the Clubs premises
 - d) Upon the Boat Owner failing to pay the due rent by more than 28 days after receiving the dated invoice for the rent (***unless alternative arrangements have been made to pay the rent with the Officer authorised to collect the rent***). If the rent shall still remain unpaid in full after this period the agreement will end forthwith and the moorings will revert back to the Club with immediate effect.
3. **Upon Termination** of the mooring agreement by whatever means, the Boat Owner will remove the Boat/Boathouse/Compound from the Club’s premises, within the stated time limit. The owner agrees that the Club has the right to remove the boat/Boathouse/Compound from the Club’s premises if this condition is not complied with. No liability shall attach to the Club or any of it’s Officers by so doing except in the case of their negligence The Boat /Boathouse /Compound owner shall be liable for all cost incurred in the removal of their property and liable for any additional rent if the Boat has to be stored in an alternative place until the Owner removes their property from the Clubs Premises.
4. **The Rent** is payable annually in advance, or by special arrangement with the Officer in charge of collecting rents.
5. **A Member** may hold a mooring, without a boat for a period not exceeding 12 months. The member will be charged the full rent on the mooring. The Moorings Officer may further let this moorings on a temporary basis whist the mooring is unoccupied.
6. **A Boathouse may** only be owned by a member of the Club. The ownership of a boathouse does not entitle the owner of the boathouse to an automatic right to the mooring covered by the said boathouse in the event of any infringement of the Club rules or of the mooring agreement by the boathouse owner.
7. **The Boat Owner** may not transfer or sublet the mooring.
8. **The Boat Owner** may not moor a longer boat than that for which they have currently paid, without the permission of the Moorings Officer.
9. **The Boat Owner** may not have more than one permanent mooring / Boathouse in the Arm or Premises without prior consent and arrangement with the Club.
10. **The Mooring Officer** may re-let a normally occupied mooring on a temporary basis, if the mooring is to be vacant in excess of a period of four weeks. The Mooring Officer may only re-let a vacant boathouse with the agreement of the owner. Any income from re-letting will be retained by the Club.
11. **An Empty** mooring may be used by the Mooring Officer at any time for the operational convenience of the club.
12. **The Club** or any Officer so authorized may in an emergency or for good reason, move any boat from its mooring to another position in or out of the water. No liability shall attach to the Club or any Officer by so doing except in the case of their negligence.

13. The Boat Owner To obtain and retain a mooring in the arm the boat owner **MUST** purchase their boat licence via the Clubs Permits Officer. The Boat Owner Must at all times hold and display visibly on their boat the correct, current, British Waterways Licence for their Boat in accordance with British Waterways requirements. If a boat remains unlicensed after the owner has been reminded twice by the Club British Waterways will be asked to implement a section 8 procedure.

14. **The Boat Owner** must at all times whilst the craft is in or on Club premises maintain third party insurance to the value of at least £1,000,000. It is the responsibility of the Owner to provide evidence to the Moorings Officer or any other authorised Officer of the club that this requirement is complied with, (forms available from the Moorings Officer).
15. **The Boat Owner** must keep his/her mooring and the area surrounding it tidy and free from rubbish, permission must be obtained from the relevant Club officer, in writing, for any item the Owner wishes to keep on Club property in the open, the area will be periodically inspected by Club officials for safety and tidiness and in their reasonable opinion any remedial work deemed necessary and agreed with the Owner should be carried out as follows:-
Safety Work – anything which could cause injury to other persons or damage to their property should be dealt with immediately. In the absence of the Owner the Club reserves the right to make the above safe and the cost passed on to the owner.
Other remedial work – must be completed within 28 days.
Failure to carry out the agreed work will deem the Owner to be in contravention of their Mooring Agreement and will, therefore, render the Agreement terminated as in condition 3.
16. **Structural Condition of the Boathouse** the boathouse/compound must be kept in good repair and painted externally at all times. The boathouse will be inspected periodically by Club officials for safety and structural condition and in their reasonable opinion, any remedial work deemed necessary and agreed with the Owner should be carried out as follows:-
Safety Work – any defect which could injure other persons or cause damage to their property should be repaired immediately. In the absence of the Owner, the Club reserves the right to make the defect safe and pass any costs on to the Owner.
Structural and other remedial work – should be completed within 3 months at which time progress will be reviewed. Extra time may be granted for major work or if the work is not quite completed
Failure to carry out the agreed work will deem the Owner to be in contravention of their Mooring Agreement and will, therefore, render the Agreement terminated as in condition 3.
17. **Any Boathouse** owner wishing to make alterations to the colour, structure or size of his/her boathouse/compound, is required to send details of the alterations in writing to the Club Secretary for approval by the Club, a decision will be given in writing. Any planning and/or Building regulations consent required, or any costs involved, are the responsibility of the Boathouse/compound owner. Any alterations done without approval in writing, will render the Owner in breach of their mooring agreement.
18. **Petrol**, stored in a boathouse and not carried in the boat's own fuel tank, shall be stowed in accordance with the requirements of the Petroleum Spirit Regulations ie;- Containers must be clearly marked, the capacity of a container is not to exceed 5 litres and no more than 2 such containers may be stored.
19. **The Club** must be given first refusal on the sale of a boathouse. If the Club declines;-
a) Any sale may only be concluded when the purchaser becomes a member of the club, unless the boathouse/compound is being sold and removed from the arm.
b) The boathouse/compound owner must inform the Moorings Officer that a sale is pending and give the name and address of the prospective purchaser. The Club retains the right to refuse membership to any prospective purchaser.
c) The sale price is to be a matter between the parties to the sale alone.
d) If the agreement between British Waterways and the Club for tenancy of the Club premises should end, boathouse/compound owners shall have no compensation claim against the club.
20. **The Club** reserves the right to propose amendments to these conditions and agreement from time to time. Any such proposed amendments are to be displayed on the notice board in the Clubhouse, both upstairs and in the workshop and published in or included with the Ditchcrawler or a substitute publication, and shall become effective following a 28 day consultation period.

Health and Safety Declaration

21. Any works undertaken in or on the boat/boathouse/compound whilst at the mooring site must be carried out in a safe manner and with due regard to protecting the environment.
22. **You** and any of your visitors must observe and obey any notice warning of work in progress
23. Any Accidents or other incidents involving injury or damage to property on the Club premises must be reported to the Secretary.
24. **You** must not do (or carelessly fail to do) anything on the club property which will cause damage or nuisance to any other person or their property. You accept responsibility for any such damage or nuisance caused by you, other occupants of the boat or your visitors.
25. **You** must not keep animals other than domestic pets on club premises, They must remain under proper control at all times and not cause nuisance to other members. You must clear up their mess.
26. **You** must dispose of your rubbish so that it does not become a nuisance or risk to the health or safety of any person, animal or the Club property.

I agree to comply and abide by the above conditions

Signed by the owner.....Date.....

Signed on behalf of the Club.....

(please return one signed copy of these conditions with your payment)