

# **The Royal Norfolk & Suffolk Yacht Club**

## **GENERAL CONDITIONS of Berthing, Mooring and Storage ashore.**

1. In these Conditions, the Company shall mean RNSYC and/or its Agent or Agents to whom the application for berthing is made. The expression “harbour” shall include a Yacht Harbour, Marina, Moorings or any other facility for berthing a yacht. The expression “Owner” shall include a charterer, Master, or Agent or other person for the time being lawfully in charge (other than the Company) of the vessel or vehicle.
2. These conditions shall become effective on being displayed on the company’s public notice board or other prominent place at the company’s premises. Owners and visitors to the marina shall be bound by these conditions whether or not they have paid mooring fees to the company.
3. (a) All vessels and vehicles in or on the company’s harbour or premises may be moved by the company to any other part of the same harbour or premises.  
(b) The Company shall not be liable whether in contract, tort or otherwise, for any loss, theft, or any other damage of whatsoever nature caused to any vessel or vehicle or other property of the Owner or others claiming through the owners 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.  
(c) The Owner shall indemnify the company against all loss, damage, costs, claims or proceedings incurred by, or instituted against the Company or its servants or agents which may be caused by the Owner’s vessel or vehicle or by the Owner, his servants, agents, crew, guests or sub-contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by the negligence or wilful act of the Company or those for whom it is responsible.  
(d) The Owner shall maintain third party insurance in respect of himself and each of his vehicles or vessels, his crew for the time being, and his agents, visitors, guests and sub-contractors in a sum of not less than £2,000,000 in respect of each accident or damage and in respect of each vessel adequate salvage insurance. Such insurance shall be effected and maintained in an insurance office of repute and the owner shall produce the policy or policies relating thereto to the Company on demand.
4. No part of the Company’s harbour or premises or of any vessel or vehicle while situated therein or thereon shall be used by the Owner for any commercial purposes unless otherwise agreed in writing.
5. Within 7 days of any sale or transfer of any vessel which is subject to a current licence granted to the owner by the Company subject to these conditions the Owner shall notify the Company of the name and address of the Purchaser or Transferee as the case may be.

6. (a) Subject to paragraph (b) of this Condition no work shall be done to the Vessel whilst afloat at the Company's harbour, premises or moorings (unless with the prior consent of the Company which may be withheld at its sole discretion), other than minor running repairs or minor maintenance of a routine nature by the Owner, his regular crew, or members of his family not causing any nuisance or annoyance to any other users of the Company's harbour, premises or moorings or any other person residing in the vicinity.
- (b) Prior consent for work to be carried out on the company's harbour premises or moorings shall not without good cause be withheld in the following circumstances:
- (i) Where the work to be carried out is work for which the Company, its concessionaires or those who normally carry out work on its behalf would normally employ a specialist sub-contractor;
  - (ii) Where the Company is satisfied that the whole of the work is remedial and not servicing and is being carried out under warranty by the manufacturer and/or supplier of the Vessel or any part of her equipment to which the warranty relates.
  - (iii) If the company has set aside an area of the Company's harbour premises or moorings where Owners may carry out work on their Vessels, and the work for which consent is sought is restricted to that area and is not to be carried out in a manner prohibited under Regulations for the time being made by the Company or WDC with regard thereto.
7. The Company has the right to exercise a general lien upon any vessel and/or other property of the vessel's Owner whilst in or on the Company's harbour or premises until such time as any money due to the Company in respect of the vessel and/or other such property whether on account of rental, storage commission, access or berthing charges, work done or otherwise shall be paid.
- 8.(a) The Company shall have the right (without prejudice to any other rights in respect of breaches of these conditions by the Owner) to terminate the licence granted to the owner in the following manner in the event of any breach by the Owner of these Conditions or of any failure by the Owner to make any payment due to the Company. If the breach is capable of remedy or the Owner has failed to make any such payment the Company may serve notice on the Owner specifying the breach or the failure to pay and requiring him to remedy the breach or pay the amount due within 14 days. If the Owner fails to remedy such breach or pay the amount due within 14 days, or if the breach is not capable of remedy, the company may serve notice on the Owner specifying the breach or failure to pay (when not already specified) and requiring him to remove the vessel within 28 days, at the expiration of which the Owner shall remove the vessel and any other property of his from the Company's harbour and premises. The company shall refund to the owner the unexpired portion of the licence fee (disregarding any discount given) subject to a right of set-off in respect of any damage suffered by it and/or other monies owing as a result of any of the matters giving the company the right to terminate the licence.
- (b) When no date of termination has been agreed in writing between the parties, the Company or the Owner may terminate the licence granted to the Owner by giving the other 28 days notice of such termination, at the expiration of which the Owner shall remove the vessel from the Company's harbour and premises.
- (c) If the Owner fails to remove the vessel on termination of the licence (whether under this Condition or otherwise), the Company shall be entitled:
- (i) to charge the Owner with the rental which would have been payable by the Owner to the Company if the licence had not been terminated for the period between termination of the licence and removal of the vessel from its harbour and premises and/or

- (ii) at the Owners risk (save in respect of loss or damage caused by the Company's negligence during such removal) to remove the vessel from its harbour and premises and thereupon secure it elsewhere and charge the Owner with all costs arising out of such removal including alternative berthing fee
- 9. In all cases where a contract of hire or licence to occupy any moorings, berth, storage space, property or facilities may be lawfully terminated by notice, the same shall be deemed to be lawfully served if served personally on the Owner or sent by registered post or recorded delivery service to the last known address in the United Kingdom of the Owner or to the principal place of business of the Company.
- 10. Vessels stored at seasonal rates ashore will be launched or put afloat as near the end of the seasonal period as in the company's opinion tide, weather conditions and available facilities permit and in such sequence as to avoid moving other vessels for this purpose and also so as to make the most economical use of the facilities at the Company's disposal  
At the Owner's request the Company will, if possible, launch his vessel at any suitable tide and weather conditions, but the cost of moving other vessels for this purpose and/or any attendant expenses must be paid for by the Owner. The basis of such charges is available to the Owner on request.
- 11. Any vessels or other goods left at the Company harbour or premises are subject to the provisions of the Torts (Interference with Goods) Act 1977, which confers on the company as bailee a right of sale exercisable in certain circumstances. Such sale will not take place until the company has given notice to the Owner or has taken reasonable steps to trace him in accordance with the Act. A similar right of sale shall also arise when any vessel or other goods of which the Company is not a bailee are left at the Company's harbour or premises.  
  
Any obligation of the company towards vessels or goods left at its harbour or premises ends upon the expiry or lawful termination of the grant to the owner of facilities in respect of such vessels or goods and the company accepts no responsibility for loss or damage to any vessels or goods left at its harbour or premises without its consent save in so far as such loss or damage is caused by the negligence of the Company or those for whom the company is responsible.
- 12. If in the Company's opinion such be necessary for the safety of the vessel or for the safety of other users of the harbour or premises or for their vessels or for the safety of the Company's harbour, premises, plant or equipment, the Company shall have the right to moor, reberth, move, board, enter or carry out any emergency work on the vessel and except to the extent that such mooring, reberthing, movement, boarding, entering or emergency work arises from the negligence of the Company or those for whom the Company is responsible, the company's reasonable charges therefor shall be paid by the owner.
- 13. Unless he has the company's prior consent, the Owner shall not lend or transfer the berth (this licence being personal to the Owner relating to a particular vessel and non-assignable) nor shall he use the berth for any other vessel. Subject to any special condition of the Company to the contrary, if the Owner notifies the Company that the vessel will be away from the harbour and premises and the Company shall be able to re-licence.
- 14. Vessels shall be berthed or moored by the owner in such a manner and position as the Company may require and unless otherwise agreed the Owner shall provide the necessary warps and fenders.

15. Nothing in the Licence shall entitle an Owner to the exclusive use of a particular berth.
16. Berths (including those occupied by vessels on the Company's harbour or premises or facilities for servicing, overhauling or repair) shall be licensed for the periods from time to time published by the Company at its harbour or premises and charges therefor will be calculated by reference to the Company's published list of charges ruling at the commencement of the licence.
17. All persons using any part of the company's harbour premises or facilities 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 company's harbour premises or facilities was caused by or resulted from the company's negligence or deliberate act or that of those for whom the company is responsible.
18. All children under 12 must wear a life jacket or suitable flotation device when on the pontoons.
19. No vessel, when entering or leaving or manoeuvring in the harbour, shall be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the marina or harbour. Vessels are at all times subject to the speed restrictions and bylaws of Harbour, Navigation or other authorities.
20. Under no circumstances may the marina be used for carrying out any form of training without First obtaining written consent from the Club manager.
21. No noisy, noxious or objectionable engines, radio, or other apparatus or machinery shall be operated within the harbour or premises so as to cause any nuisance or annoyance to the Company, to any other users of the harbour or premises or to any person residing in the vicinity and the Owner undertakes for himself, his guests and all using the vessel that they shall not behave in such a way as to offend as aforesaid. Halyards shall be secured so as not to cause such nuisance or annoyance.
22. No refuse shall be thrown overboard or left on the pontoons, jetties or car parks, or disposed of in any way other than in the receptacles provided by the Company or by removal from the Company's Harbour and premises.
23. Dinghies, tenders and rafts shall be stowed aboard the vessel unless the Company ashore separately provides a berth or space.
24. Owners and their crew are required to park their motor vehicles in such position and in such manner as shall from time to time be directed by the Company  
  
Guests or visitors cars may not be parked on the premises without prior permission.
25. No items of boats, gear, fittings or equipment, supplies, stores or the like shall be left upon the pontoons, jetties or car parks.

26. The Owner shall take all necessary precautions against the outbreak of fire in or upon his vessel and the Owner shall observe all statutory and local regulations relative to fire prevention (if any) which shall be exhibited at the officers of the Company. The Owner shall provide and maintain at least one fire extinguisher of a governmentally approved or BSI standard type and size in or on the vessel fit for immediate use in case of fire. **Owners shall not refuel vessels in the harbour otherwise than in the Company's refuelling berth without prior permission.**

27. The Company reserves the right to introduce regulations which relate solely to the administration Of the Company's harbour and premises and which are not inconsistent with these Conditions, and to amend such regulations from time to time. Such regulations and any amendments to them shall become effective on being displayed on the Company's public notice board or other prominent place at the Company's premises, and the Company shall have the same rights against the Owner for a breach of the regulations as for a breach of these Conditions.

28. From July 17<sup>th</sup> until August 31<sup>st</sup> a member can only occupy a berth on the visitors pontoon for a period not exceeding 10 days.

## **Marina Code**

Please help us to maintain a safe clean and pleasant environment both in the marina and at sea.

### **Safety:**

- Note the position of life-saving equipment such as lifebuoys and ladders. Don't remove or misuse them. Keep pontoons and walkways free from obstruction.
- Wear non-slip footwear.
- See that children wear buoyancy aids on the pontoons as well as on the boat.
- Never at any time leave small children unsupervised.
- Don't swim in marina.
- Refuel only at the fuel berth.
- Turn off gas cylinders when leaving the boat for any length of time.
- Switch off the breaker switch before connecting or disconnecting shore power.
- Make sure shore power cable and connectors are properly insulated.

### **Cleanliness:**

- Dispose of rubbish in the refuse bins provided, never at sea.
- Do not discharge waste or dirty bilge water into the marina.
- Keep the marina and its surroundings clear of litter.
- Take care to avoid fuel or chemical spillage.
- Do not let pets foul the pontoons or lawns.

### **Consideration:**

- Keep pets on the lead.
- Put drinking water into water tanks, not into the marina.
- Return marina barrows for others to use.
- Move your car from the loading bay as soon as you can.
- Flapping halyards are every marinas curse please secure them.
- Keep the volume on radios (including VHF) turned down as low as possible.