

*A copy of this agreement must be signed, dated and returned with your payment.*



# North Cheshire Cruising Club Limited.

## Mooring conditions & agreement for owners of a Boat, Boathouse or Compound and for the use of Hard Standing.

The Owner accepts the following conditions between the **North Cheshire Cruising Club Limited** (*henceforth known as the Club*) & the Owner of the Boat/Boathouse/Compound by the Owner signing this agreement and paying the due rent for moorings or rental of a boathouse/compound to the Club.

### Definitions:

- a. Moorings' 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 their 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 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 1<sup>st</sup> October in any year to 30<sup>th</sup> September in the following year.
- f. The rent is such payment as the Club Directors have decided to charge for the allotted boat space to the Boat Owner for that current year.
- g. Temporary moorings are any moorings which are let for less than twelve months.
- h. Boathouse is any structure owned by the Club or any Member over a water space owned or leased 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.
- k. C&RT means the Canal and River Trust.

### Mooring Conditions:

1. The Club lets the mooring to the Boat Owner, who must be a current member of the Club paying the appropriate boat fee, until the end of the mooring 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 Moorings' Officer on behalf of the Club and may be changed at any time with good reason.
2. The tenancy may be terminated either:-
  - 2.1. By the Clause in 15,16 17 or
  - 2.2. By the Boat Owner giving three months notice in writing to the Moorings' Officer of their desire to terminate the agreed tenancy, and vacate the mooring. The rent for the mooring will cease three months after the date of the written notice.
  - 2.3. By the Moorings' 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 Club's premises.
  - 2.4. 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 an 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 this 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 be attached to the Club or any of its officers by so doing except in the case of their negligence. The Boat/Boathouse/Compound owner shall be liable for all costs 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 Club's 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 whilst 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 their boathouse.
7. The Boat Owner may not transfer or sublet their 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 Club arm or on Club premises without prior consent and arrangement with the Club.
10. The Moorings' 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 Moorings' 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 Moorings' 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 be attached to the Club or any officer by so doing except in the case of their negligence.
13. The Boat Owner to have the option to obtain and retain a mooring in the arm MUST purchase their boat licence via the Club's Permits Officer/Licensing Agent. The Boat Owner must at all times display, in a visible position on their boat, a correct and up to date C&RT Licence. If a boat remains unlicensed after the owner has been warned twice by a club officer C&RT 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 all risks insurance for their boat together with third party liability 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 their 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:-
  - 15.1. 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.
  - 15.2. Failure to carry out the agreed work will deem the Owner to be in contravention of their Mooring Agreement and will render this agreement terminated as in condition 3.
  - 15.3. Boathouses - Structural condition of the boathouse. The Boathouse/Compound must be kept in good repair and painted externally at all times. The Boathouse must have third party liability insurance cover 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). The boathouse will be inspected periodically by Club officials for safety and structural condition and in their reasonable opinion, if any remedial work is deemed necessary and agreed with the Owner should be carried out as follows:-
  - 15.4. 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.
  - 15.5. Failure to carry out the agreed work will deem the Owner to be in contravention of their Mooring Agreement and will render the Agreement terminated as in condition 3.
16. A Boathouse owner wishing to make alterations to the colour, structure or size of their boathouse/compound is required to send details of the alterations in writing to the Club Secretary for approval by the Board whereupon a decision will be given in writing to the boathouse owner. Any planning or building regulations consent required, or any costs involved are the responsibility of the Boathouse/compound owner. Any alterations done without written approval will render the Owner in breach of their mooring agreement.
17. Petrol stored in a boathouse and not carried in the boat's fuel tank shall be stowed in accordance with the requirements of the Petroleum Spirit Regulations i.e. Containers must be clearly marked, the capacity of a container shall not exceed 5 litres and no more than 2 such containers may be stored.
18. The vendor of the boathouse must inform the Board in writing, with a copy to the Land & Water Space Director of their intention to sell their boathouse. This includes transfers/exchanges of boathouses.
  - 18.1. The Board, on behalf of the club, will offer a fair price to the owner if they wish to sell the boathouse but if the owner refuses the offer the owner must make their own arrangements to remove the boathouse structure from Club premises.
  - 18.2. No other person may moor their boat in the boathouse until the above offer has been accepted.
19. Members wishing to moor their boats which have dimensions in excess of their boathouse (not including access) will need written approval from the Board. This includes members with a boat already larger than their boathouse if and when they change their existing boat.
20. If the agreement between C&RT and the Club for tenancy of the Club premises should end then boathouse/compound owners shall have no compensation claim against the club.
21. The Club reserves the right to propose amendments to these conditions and agreement from time to time. Any such proposed amendments will be displayed on the notice board in the Clubhouse both upstairs and in the workshop and published online at [www.nccc.uk.net](http://www.nccc.uk.net) or a substitute publication and shall become effective 14 days after such publication.
22. Members who moor their boat in the arm will be required to contribute an average of 2 hours per month on a yearly basis (24 hours in total) towards the running of the club as a whole. Failure to adequately contribute will attract a £350 surcharge on your mooring fee.

**Health and Safety Declaration.**

23. Any work 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.
24. You and any of your visitors must observe and obey any notice warning of work in progress. All accidents or other incidents involving injury or damage to property on the Club premises must be reported to the Club Secretary.
25. 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 your boat or your visitors.
26. 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.
27. 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 Club property.

**I agree to comply and abide by the above conditions.**

**Signed by the Owner .....****Date.....**

**Signed on behalf of the Club .....** **Moorings' Officer.**

**Please return a signed copy of these conditions with your payment.**