

MOORING / STORAGE AGREEMENT

THIS AGREEMENT is made on the day of 2019
between ("the Member"),
whose address is at
..... and the Officers and Members
of the SEGAS SAILING CLUB ("the Club"),

WHEREAS

1. The Port Authority for the River Medway ("the Port Authority") has allocated certain areas of the river to the Club for mooring purposes, and the Club has laid down certain moorings in these areas.
2. The Club has allocated specific places for alongside berthing in the tidal dock adjacent to the Club's premises, which for the purposes of this Agreement are also referred to as moorings.
3. The Member is a member of the Club and the owner of the vessel, which for the purposes of this Agreement is referred to as "the Craft", and also owns tender(s) intended for use with the Craft.

IT IS NOW AGREED between the Club and the Member as follows:

1. In return for the payment by the Member to the Club of the sum of £....., the receipt of which the Club now acknowledges, the Club grants to the Member full licence and authority to moor the Craft at Mooring No ("the Mooring"), and to use the other facilities referred to in clause 11 below, from the date of this Agreement until the 31st day of December 2019, or such earlier date as may be provided for below. The location of the Mooring is indicated on a plan kept within the Clubhouse and has been shown to the Member by an Officer of the Club.
2. The Club reserves the right at any time during the period of this Agreement to allocate an alternative mooring to the Member in place of the Mooring specified in clause 1 above.
3. The Mooring shall not be used for mooring any craft other than the Craft without the prior written consent of the Club.
4. The Club will maintain, repair, replace and renew the Mooring as and when it may in its absolute and uncontrolled discretion consider it necessary to do so. The Club shall nevertheless not be liable to the Member for any loss or damage caused by or arising out of any failure of the Mooring or its component parts.
5. The Member shall on demand pay to the Club all sums, which may during the period of this Agreement become payable by the Club to the Port Authority in respect of the Craft or the Mooring.
6. a) The Member shall at all times abide by the Club's Rules and Bye-Laws, and shall obey the proper instructions of the Club given by its Officers, servants and agents in relation to the use of the Mooring, the hauling of the Craft into and out of the water and the storage of the Craft ashore.

b) In order to ensure compliance with these rules and instructions and the terms of this Agreement, or to prevent damage to any person, to the Craft, or to any other property whatsoever, the Club may by its Officers, servants and agents enter upon the Craft at any time and take such steps as it may consider necessary, including the removal of the Craft to a place of safety.

c) The Club shall not be liable for any loss or damage caused by or resulting from the exercise of these powers.
7. This Agreement shall automatically terminate, without any refund of the sum paid by the Member or any payment of compensation of any kind to the Member, upon the happening of any of the following events:
 - a) The Member ceases to be a member of the Club.
 - b) The Member ceases to be the owner of the Craft.
 - c) The Member gives the Club two months prior notice in writing to relinquish the Mooring.
 - d) The Club's right to the Mooring is terminated by the Port Authority or by any other competent authority.

8. This Agreement may be terminated immediately by the Club giving notice in writing to the Member to that effect, without any refund of the sum paid by the Member or any payment of compensation of any kind to the Member, upon the happening of any of the following events:
- a) The Member fails for a period of two months after demand in writing to pay any sums due from the Member to the Club, such demand having been made either by personal service or by recorded delivery letter to the last known place of abode of the Member, or by affixing a notice on some conspicuous part of the Craft.
 - b) In the opinion of the Management Committee the Craft is or is likely to become a danger, nuisance or annoyance to any person or to any other property whatsoever.
 - c) In the opinion of the Management Committee the Mooring is not being sufficiently utilised, and there is another member of the Club who is seeking a Club mooring but is unable to obtain one.
 - d) The Craft is in bad repair or unseaworthy condition.
 - e) The Craft is used as a houseboat, or for trade or business, or in a way which in the opinion of the Management Committee causes or is likely to cause nuisance, annoyance or discomfort to others in the neighbourhood of the Mooring.
 - f) The Member is in breach of any of his obligations under this Agreement.
9. On the 31st day of December 2019, or upon the earlier termination of this Agreement, the Member shall remove the Craft from the Mooring, and shall yield up the Mooring to the Club, or if the Craft is stored ashore the Member shall remove the Craft from the Club's premises.
10. The Member undertakes the following obligations:
- a) Unless the Member shows good reason why he should not do so, he shall, upon being given reasonable prior notice, and without making any claim upon the Club, assist the Officers of the Club in carrying out maintenance of any of the moorings provided by the Club.
 - b) The Member shall be responsible for any damage caused by his failure to use the Mooring in a proper manner or by his failure to store the Craft ashore in a safe and secure manner, and shall pay the assessed cost of any resulting repairs, and shall indemnify the Club against all claims and demands resulting from such failure.
 - c) The Member shall obtain and maintain third party indemnity insurance for the Craft which covers liability up to at least £1,000,000, and shall, if required at any time to do so, submit the current certificate of insurance or premium renewal receipt for inspection by an Officer of the Club.
11. The Member may use the following facilities subject to the conditions set out below:
- a) The Member is permitted to use a crane which is made available by the Club to haul the Craft into or out of the water, and also to store the Craft and its associated equipment ashore on the Club's premises in an area designated by the Club for that purpose.
 - b) The Member is permitted to use any materials, tools, plant or equipment provided by the Club for appropriate purposes as designated by the Club.
 - c) The Member undertakes to make no claim against the Club or the Club's landlord or their respective Officers, and agrees to indemnify them accordingly, in respect of any loss, damage or other liability whether directly or indirectly caused by or arising from either the condition or use of these facilities or any activity associated with the facilities or their use.

SIGNED BY: (the Member) DATED:

SIGNED BY: (the Club)

For and on behalf of the Officers and Members of the SEGAS SAILING CLUB 2019 Mooring Agreement