

Whitby Yacht Club Moorings Conditions Agreement 2008.

1. Berths are available for the Summer period **1st April to 31st October**.
2. The moorings are available only to fully paid up members of WYC. The mooring is non transferable. Any change of ownership of the berthed craft must be notified to WYC in writing and subject to the other conditions if approved the new owner can continue to occupy the berth to the 31st October subject to a payment of £25 administration fee plus VAT. No refunds will be given if the berth is vacated prior to the end of the season.
3. The moorings are available on license, the granting of which is at the total discretion of WYC. They are issued each year with preference given to members who participate in Club activities. To ensure the availability of moorings for new members, berth holders are required to apply for permanent berths in the upper harbour from Scarborough Borough Council.
4. Reservations for moorings can be made prior to the berthing period for which a deposit of £100 is required. This amount is deducted from the mooring charges. However if the mooring fee is not paid in full or membership fees are not paid by 1st April, the deposit shall be forfeited and the mooring allocated elsewhere.
5. No boat shall be placed on the mooring until the mooring and WYC annual subscription has been paid in full.
6. Any boat left on the mooring without due payment will be removed and stored, the cost of which shall be borne by the owner. WYC shall have a lien on the vessel so berthed for debts due in relation to the moorings and subscription charges.
7. All berth holders must comply with Harbour byelaws, including payment of Harbour Dues and maintain third party insurance to provide the minimum cover required by the Harbour Authority, a copy of which is available at the Harbour Office.
8. VAT is not currently charged on moorings. However, should the situation change by legislation, WYC reserve the right to apply VAT at the current rate.
9. Charges are based on overall length including bowsprits, bumpkins, platforms etc. and apply to monohulls only. The charges are based on full metres rounded up to the nearest half metre subject to a minimum charge based on a 6 metre length. Charges are reviewed annually.

10. Under the terms of the heads of lease. WYC has an obligation to remove boats from the pontoon in the event of an emergency or essential work. In the unlikely event of this happening the Harbour Authority will accommodate berth holders elsewhere in the harbour for the period of disruption. WYC will reimburse the berth holder on a pro rata basis, the mooring fees paid during the period of non occupation.
11. WYC uses its every reasonable endeavour to make sure that the mooring pontoon is suitable for use. However the harbour does suffer from silting which can result in the loss of depth in certain areas. Each berth holder must satisfy himself that that his craft is suitable for such situations where she may have to take the ground in certain states of the tide or following spates in the river. WYC will not accept responsibility for any damage arising from such conditions.
12. All berth holders must ensure their craft is securely moored to include both breast and spring lines of adequate size and strength, with all loose lines taken back on board.
13. The storage of equipment on the pontoon is prohibited as the pontoon must be kept clear at all times.
14. All equipment, including rigging should be silenced and due consideration should be given to all other berth holders, especially during the hours of night.
15. The fitting of any permanent fendering to the pontoon is prohibited.
16. Boats shall be moored in their allocated places only. WYC has the right to move any vessel without notice to a reallocated berth. Boats may be berthed two abreast on certain sections of the pontoon.
17. WYC boats that are non berth holders may moor alongside whilst waiting for bridge openings. The berth holder should not object to such arrangements which are on a temporary basis.

I have read the above and agree to abide by the same.

Signed Name

Date Name of boat

Length overall..... Draft.....Beam.....