

COMBS SAILING CLUB

BOAT PARK RULES

Eligibility for space in the dinghy park

Spaces in the dinghy park are allocated on an annual basis. Spaces will be allocated on the basis of application forms received by 31st January. All members requiring berths should submit this form regardless of whether they were allocated a space in the previous season.

Normally members wishing to retain the same space from season to season will do so, providing fees are not in arrears.

Priority in the allocation of spaces will be given to early applicants.

Power to remove, sell or dispose of boats and/or trailers and associated equipment

In the case of an abandoned or unauthorised boat and/or trailer and associated equipment (as defined below) the Committee may:-

(a) move the boat and/or trailer and associated equipment to any part of the club premises without being liable for any loss or damage to the boat and/or trailer and associated equipment howsoever caused;

(b) upon giving 1 months' notice require the member or former member to collect the boat and/or trailers and associated equipment;

(c) upon giving three months' notice in writing by registered post to the member or former member at his/her last known address shown in the register of members sell the boat and/or trailer and associated equipment and deduct any monies due to the Club (whether arrears of subscription or facility fees or dinghy park fees or otherwise);

(d) if the boat and/or trailer and associated equipment is unsaleable (in the reasonable opinion of the Committee), after giving notice in writing as aforesaid, dispose of the boat and/or trailer and associated equipment in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the club by the member or former member.

(e) the club reserves the right to charge storage for the boat and/or trailer and associated equipment until such time as the owner collects the boat and/or trailer and associated equipment or until notice has been served under clause (b) and (c) above.

PROVIDED THAT in each case that proper evidence is available to show that all reasonable steps have been taken by the Committee to trace a member or former member and that when and if the boat and/or trailer and associated equipment is sold the proceeds of sale (where these exceed the amount of any indebtedness by the member or former member to the club) shall be placed in a bank deposit account and retained

against the eventuality of a claim by the owner (whether he be the said member or former member) for a period of six years.

The Committee shall be entitled to treat any of the following as an abandoned or unauthorised boat and/or trailer and associated equipment:

- (a) a boat and/or trailer and associated equipment located in the dinghy park and not displaying a current dinghy park sticker;
- (b) a boat and/or trailer and associated equipment located otherwise than in its properly allocated space;
- (c) a boat and/or trailer and associated equipment that remains in the dinghy park for more than one month after any date advised by the Committee by which boats and/or trailers and associated equipment must be removed to allow for maintenance works of the dinghy;
- (d) a boat and/or trailer and associated equipment which is the property of a member or former member which remains on club premises after any fees payable to the club by any member or former member (whether by way of arrears of subscription or facilities fees, dinghy park fees or otherwise) are more than three months in arrears.

Lien on boats and/or trailers and associated equipment

In addition to the powers set out above to move, sell or dispose of boats and/or trailers and associated equipment the club shall have a lien over members' or former members' boats and/or trailers associated equipment parked or left on the club's premises in respect of all monies due to the club, whether in respect of arrears of facilities fees or subscriptions or otherwise and shall be entitled to retain possession of the boat and/or trailer and associated equipment until such time as all monies due to the club have been paid in full.

Security

Boats in the boat park should be secured against extreme weather and insured as required by the club's Bye-Laws.

If in the opinion of the GP committee a boat or associated equipment is not adequately secured, then they may secure the boat without being liable for any loss or damage to the boat and/or trailer and associated equipment howsoever caused.

Fees

Boat fees are due for any boat used on the water or left for more than a week in the dinghy park in any membership year except for visiting boats e.g. for open meetings.

GP Committee
November 2014