COMBS SAILING CLUB

BOAT PARK RULES

These rules apply to any craft and/or trailer and/or associated equipment located on the club's premises.

Eligibility for space in the boat park

1. Spaces in the boat park will be allocated annually on the basis of application forms received by 31st January. All members requiring spaces should submit this form regardless of whether they were allocated a space or spaces in the previous season.

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

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

4. Every craft and/or trailer or associated equipment must be located in its properly allocated space. The GP Committee may move any craft and/or trailer and associated equipment that is not so located to any part of the club's premises, without being liable for any loss or damage to the craft and/or trailer and associated equipment howsoever caused.

5. To enable maintenance in the boat park, the GP Committee may give one month's notice that it requires spaces to be re-allocated, whether permanently or temporarily. If any craft and/or trailer and associated equipment is not moved to the re-allocated space within that period by the responsible member, the GP Committee may move such craft and/or trailer and associated equipment to any part of the club's premises, without being liable for any loss or damage to the craft and/or trailer and associated equipment howsoever caused.

Security

6. Every craft and/or trailer or associated equipment in the boat park must be secured against extreme weather and insured as required by the club's Bye-Laws.

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

Grass cutting

8. Members who have craft in the boat park shall be responsible for the frequent cutting of the grass that immediately surrounds their craft.

Fees

9. Boat fees are due for any craft used on the water or left for more than one week in the boat park in any membership year, except for authorised visiting boats (e.g. for open meetings).

Powers to remove, sell or dispose of craft and/or trailers and associated equipment

10. The GP Committee may lawfully dispose of any craft and/or trailer and associated equipment that has not been properly allocated the use of space on the club's premises. The GP Committee may move such craft and/or trailer and associated equipment to any part of the club's premises, without being liable for any loss or damage to the craft and/or trailer and associated equipment howsoever caused.

11. Provision for dealing with abandoned craft and/or trailers and associated equipment is made in Section 5 of the Constitution (which is appended to these Rules for ease of reference) and must be followed accordingly.

Appendix: Extract from Combs Sailing Club Constitution

5. Abandoned craft

If, at any time, 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) shall be three months or more in arrears and craft and/or trailer and/or associated equipment the property of a member or former member remains upon the Club premises then the member or former member shall remove the craft and/or trailer and associated equipment from the Club immediately. If the member or former member fails to remove the boat and/or trailer and associated equipment then the Committee may: -

a) Move the craft 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/or associated equipment howsoever caused.

b) Give three months notice in writing by recorded delivery post to the member or former member at his last known address as shown in the Club Register and thereafter sell the craft and/or trailer and/or associated equipment and deduct any monies due to the Club from the net proceeds of sale before accounting for the balance (if any) to the member or former member.

(c) Alternatively, if the craft and/or trailer and/or associated equipment is unsaleable, after giving notice in writing as aforesaid, dispose of the craft and/or trailer and/or 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.

In addition the Club shall at all times have a lien over members' or former members' boats and /or associated equipment parked 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 craft and/or trailer and/or associated equipment until such time as all monies due to the Club have been paid in full.

(d) The Club reserves the right to charge storage for the craft and/or trailer and/or associated equipment until such time as the owner collects the craft and/or trailer and/or associated equipment or until notice has been served under Rule (b) above.

PROVIDED ALWAYS THAT:

Proper evidence is available to show that all reasonable steps have been taken to trace a member or former member and that, when and if the craft and/or trailer and/or associated equipment is sold, if the Club is unable to account to the member or former member for the balance of the proceeds of sale pursuant to Rule (b) above then the balance of the proceeds of sale shall be placed upon bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member or otherwise) for a period of six years.