

MERSEY MOTOR BOAT CLUB LIMITED

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MOORING CONDITIONS

DEFINITIONS

Moorings; means the collective Club moorings irrespective of location.

Bank; slang expression meaning the location of moorings e.g. Lydiate Bank, Haskayne Bank or Scarisbrick Bank.

Berth; the actual position of a boat on a mooring.

M.M.B.C; The Mersey Motor Boat Club.

G.C; General Committee.

1 LIMIT OF M.M.B.C. LTD. LIABILITY

- 1.1. The placing of a boat on Club moorings does not put the boat in the Club's possession, and although the moorings are designed so as to provide some protection against unauthorised entry. The Club does not undertake to prevent trespass, or to protect a boat, or any other property from loss or damage caused by any person, whether that person is lawfully on the Club's premises or not.

2. MOORINGS MANAGEMENT

- 2.1 The member is to comply with such directions as the Club may give, either directly through its Berthing Managers, relating to the mooring, unmooring and movement of boats on the mooring and relating in any way to the use of the mooring and the Clubs adjoining property.
- 2.2 The Club may after giving fourteen days notice in writing to the member, either vary any of these conditions or terminate the mooring contract in the event of any breach by the member of these conditions.
- 2.3 The Club may, without notice enter upon the boat and at the members risk take any action which appears to be reasonably necessary for the purpose of ensuring the safety and good management of the boats on the mooring.

3. BERTHING MANAGERS

- 3.1 Each mooring will nominate a Berthing Manager and Deputy Berthing Manager for appointment by the General Committee. Berthing Managers will control their moorings in accordance with these conditions. (See separate insert for a list of the Managers)
- 3.2 Members intending to vacate berths for fourteen or more days must advise the Berthing Manager who is entitled to fill the berth temporarily.

Page Two

- 3.3 Members using lockable security chains must, at their own expense, supply the Berthing Manager with a labeled copy of the key. Failure to supply a key will not prevent the Club from moving a boat when necessary.
- 3.4 Subject to the rights of the member in Condition 11.4., Berthing Managers may move boats between berths and if such moves are intended to be permanent all reasonable steps will be taken to give members prior advice of the move either verbally or in writing.

4 BERTHING DISPUTES

- 4.1 Any dispute concerning a mooring should be brought to the attention of the Berthing Manager whose decision, providing not inconsistent with these conditions, will normally be final.
- 4.2. In exceptional cases concerning the interpretation of these conditions the matter may be reported to the Honorary Secretary of the Club for consideration by the General Committee whose decision will be final and binding.

5. MOORING CONTRACTS

- 5.1 Contracts for mooring between MMBC Ltd. and members are entered into for twelve months or part thereof pro-rata to expire every 31st December.
- 5.2 Fees are payable immediately a boat is moored or a berth allocated.
- 5.3 Renewal invoices are issued on 1st December each year for the following calendar year and settlement must be made in full not later than 31st January following.
- 5.4 Only one berth per member is allowed except that the Club may exercise discretion when a member is changing boats. This discretion may be extended to temporary double mooring of boats pending sale.

6. MOORING FEES

- 6.1 Mooring fees are calculated on the overall length of the boat in feet, including all protrusions such as fenders, pulpits, rudders, outboard motors, davits etc. Fractions of feet under six inches are disregarded, six inches or more are counted as a whole foot.
- 6.2 The General Committee shall determine the level of mooring fees payable annually, proportionate to the cost of British Waterways moorings license.
- 6.3 Voids between boats will normally be maintained at three feet but this shall not be regarded as statutory requirement; the criteria being that boats are safely moored to the satisfaction of the Berthing Managers.
- 6.4 The member is responsible for notifying the Berthing Manager of any alterations affecting the overall length. Berthing Managers shall check boat lengths from time to time and any boat found to be under declared in length shall be surcharged pro-rata to the previous 1st January or the date the boat joined the mooring if later. Any adjustments made benefiting the member under this condition will be credited from the date the Berthing Manager measures the boat.

Page Three

7 REFUND OF FEES

- 7.1 The Club will make refunds to members giving notice that a mooring is no longer required. Any refund shall be made pro-rata to the yearly charge from the day following that on which the boat leaves the mooring subject to a deduction of 15% for the cost of administration.
- 7.2 Refunds shall not be allowed for holidays, periods lifted out or any other reason unless the mooring is permanently given up. In certain circumstances the Club may withhold a refund until a mooring padlock key is returned to the Club.

8 SECURING OF BOATS

- 8.1 Members shall ensure that unattended boats are secured against movement by proper use of bow and stern ropes and springs secured amidships where possible.
- 8.2 Members shall ensure the proper positioning and stability of mooring stakes and rings. Stakes, rings and ropes must not be allowed to obstruct the footpath.

9 ENVIRONMENTAL RESPONSIBILITIES

- 9.1 The member is to maintain the boat in good condition and ensure that no sewage, oil, rubbish or other polluting matter is discharged from the boat into the canal or on the mooring.
- 9.2 The member is responsible for the cleanliness and general appearance of the berth, including cutting the grass.
- 9.3 Dogs must be kept under control and any fouling cleared by the owner.

10 CRUISING LICENSES

- 10.1 The member must, unless the boat is stored out of the water, maintain and display a current British Waterways cruising license and registered number plate.
- 10.2 It is a condition of membership that members obtain their cruising license through the Club agency.
- 10.3 A member with a boat on the moorings with cruising license out of date three months or more will forfeit mooring seniority and the boat will be moved to the end of the mooring. Subsequent seniority will start from the date of renewal.
- 10.4 A member with a boat on the moorings with a cruising license out of date six months or more will face cancellation of the mooring and membership under the provisions of Article 16 of the Memorandum & Articles of Association of the Club.

11 MOORING SENIORITY

- 11.1 Members shall be afforded the more favourable positions on the moorings proportionate to the time the berth has been continuously paid for.
 - 11.1.1 Members joining Lydiate will start at the South end. Vacant berths on Lydiate North will be advised to members on Lydiate South. Mooring seniority and space availability will dictate the reallocation of berths.
 - 11.1.2 Members joining Scarisbrick bank will start at the North end.

Page Four

- 11.1.3 Members joining Haskayne bank will be positioned as instructed by the Berthing Manager who will take into account the wishes of the boat owners already on the mooring in accordance with the provisions of Condition 11.4.
- 11.2 In the case of new members, mooring seniority is determined by the date payment is first received for the mooring or the membership seniority date whichever is later.
- 11.3 Concessions earned by seniority are forfeited if:-
 - 11.3.1. The member ceases to pay for the mooring whether the boat is on the berth or not.
 - 11.3.2. By decision of the General Committee in the event of late payment of mooring fees.
 - 11.3.3. By contravention by the member of Condition 10.3.
 - 11.3.4. The member transfers from one MMBC mooring to another.
- 11.4 Members may stay in their preferred berth on a mooring subject to sufficient adjustment either way by the Berthing Manager to accommodate other boats and maximise utilisation of the mooring.

12 ABANDONED BOATS AND NON PAYMENT OF FEES ETC.

- 12.1 If the boat shall appear to be stranded, abandoned or in a poor condition, or if the mooring fees shall not have been paid, or if the mooring contract shall have expired or been terminated or the boat sold on the mooring contrary to Condition 13 the Club may, having given not less than fourteen days written notice to the member, remove, repair, sell or break up the boat as the Club may think fit and the member shall repay to the Club any expense which it may incur thereby.
- 12.2 Any notice that is to be given by the Club to the member under these conditions, shall be served in accordance with Article 58 of the MMBC LTD. Articles of Association. If no address is known the notice shall be fixed to the boat.

13 SALE OF BOATS ON MMBC LTD. MOORINGS

- 13.1 The sale of a boat on the mooring confers no right or guarantee of a mooring contract to the buyer be he a member or not.
 - 13.1.1. Members intending to sell boats are responsible for advising prospective buyers of the existence of these conditions and are forbidden to hand over mooring padlock keys except as allowed for under Condition 13.3.3.
- 13.2 A member or his representative selling with the expectation of the buyer being given a berth by the Club must, in all cases, send a written request to the Hon Secretary for consideration by the General Committee.
- 13.3 If mooring space is vacant and no waiting list is in operation or as provided for in Condition 13.5. the General Committee will normally permit the boat to be sold with a berth.
 - 13.3.1. If the seller wishes to retain the original berth for a new boat the Club will invoice the prospective new member/buyer with the cost of mooring fees from the day following that of the sale.

Page Five

- 13.3.2. If the seller does not wish to retain the berth it shall be the responsibility of the seller to include in the contract of sale an amount in proportion to the value of the unexpired mooring fees.
- 13.3.3. The seller's mooring padlock key may be passed on to the buyer providing the buyer has applied for membership of the Club.
- 13.3.4. When permission is given for a boat to be sold with a berth it will be given without guarantee either of position on or location of the mooring. This will depend on availability of space on the moorings at the time of sale. The buyer must also undertake to become a full member of the Club, pay all entrance, membership and mooring fees and abide by the rules of the Club set out in the Memorandum and Articles of Association and Mooring Conditions.
- 13.4 Except as provided for in 13.5 when a moorings waiting list is in operation, boats being sold will be required to be moved away from MMBC moorings and the boat must leave the moorings immediately otherwise the Club will act in accordance with Condition 12.
- 13.5 The General Committee may exercise discretion to facilitate a sale regardless of any provisions in Condition 16, provided the seller is a senior boating member with ten years or more membership seniority and is not acquiring another boat or the sale is a result of a family bereavement or other circumstance justifying an exception on compassionate grounds.

14 MOORING PADLOCK KEYS

- 14.1 Numbered padlock keys are provided by the Honorary Treasurer to members on payment of a deposit, which is refundable on return of the key to the Club. Mooring keys remain the property of the Club at all times.
- 14.2 It is forbidden for members to hold unauthorised copies of the Clubs padlock keys. In the interest of mooring security, Berthing Managers will carry out key checks periodically and unauthorised keys will be subject to confiscation and the member to disciplinary action under the provisions of the Clubs Article 16.

15 UPGRADES TO LARGER CRAFT

- 15.1 Members intending to upgrade to longer craft by sale of one boat and purchase of another must give as much notice as possible to the Moorings Management in order that the availability of the extra space can be planned. Thereafter the following will apply:-
- 15.2 Members will not be given preference for extra mooring space over a senior member on the moorings waiting list who is prepared to reserve and pay for the space.
- 15.3 Extra mooring space which is agreed in anticipation of the arrival of a longer boat must be paid for immediately the space is allocated.
- 15.4 Members upgrading to longer boats can expect to forego their regular berths earned by mooring seniority until such time as Berthing Managers can restore the new boat on or closer to the members original place with the minimum of inconvenience to other members. Practically, adjustments of boats on moorings will be confined to late Autumn or early spring to coincide with Lift out/Lift in and if major movement is involved, working parties will be organised to assist the Berthing Managers to move the boats.

Page Six

16 MOORINGS WAITING LIST

- 16.1 When moorings are full the Club operates a waiting list. Subject to any exceptions under Condition 13.5. berths becoming available will be offered by the General Committee to members on the waiting list in membership seniority order.
- 16.2 Members may at any time exercise or change a preference for mooring location in writing to the Honorary Secretary. This also applies to members already on the moorings wishing to move from one mooring to another.

**BY BYE-LAW OF THE GENERAL COMMITTEE OF
THE MERSEY MOTOR BOAT CLUB LIMITED
1st JANUARY 1998**

BERTHING MANAGERS

SCARISBRICK: Mr. Joe Gibb. Tel: 07815-110072

Assistant: Mr Graham Bridge

LYDIATE: Mr. Clive Borland Tel: 0151 928 1205

Assistant: John Underwood

HASKAYNE: Mr Eddie Ignacio Tel: 0860 877534

Assistant: Mr. Les Lock Tel: 0850 371479