

# MERSEY MOTOR BOAT CLUB LIMITED

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## MOORING CONDITIONS

As amended by the General Committee 20<sup>th</sup> March 2017

### 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. **C.O. & A.R.** Club's Officers and Appointed Representatives

**C & R T** Canal & River Trust

#### 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 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 must comply with directions the Club may give relating to the mooring, unmooring and movement of boats/berths on the Mooring and relating in any way to the use of the Mooring and the Clubs adjoining property.
- 2.2 The Club may, without notice, enter upon a boat and at the Member's 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.

- 2.3** The Club's Mooring Agreement with CRT prevents us from mooring any boat on Club Moorings which contravenes Item 5.9 of our Licence to Moor. i.e. "Not to moor or suffer to be moored against the Moorings any houseboat nor any boat used as a permanent residence".
- A Member must not by himself nor shall he permit any other person to be aboard his boat or use his boat as a permanent residence on the Mooring. For the purposes of this rule, a person shall be deemed to be "living aboard" a boat if they spend more than 14 nights aboard in any period of 30 days.
- If the General Committee consider a Mooring Member to be using his boat as a permanent residence, the Member will be asked to attend the next General Committee Meeting to explain the circumstances of the Member's noncompliance. If the Member does not attend the next General Committee meeting or the General Committee are not satisfied with the Member's explanation, they will terminate the Member's Contract to Moor, and the Member will have 28 days from the date of the General Committee Meeting to remove his boat from MMBC Moorings.
- Any Member may ask the General Committee to waive this requirement in specific cases, for example during repair or renovation of the Member's home. In which case the General Committee will agree a limited length of time for the Mooring Member's temporary residence on MMBC Moorings

### **3. BERTHING MANAGERS**

- 3.1** Each Mooring will nominate a Berthing Manager and Deputy Berthing Manager for appointment by the Directors. 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 shall advise the Berthing Manager who is entitled to fill the berth during the Member's absence.
- 3.3** Members must not use security chains unless, at their own expense, supply the Berthing Manager with a labeled copy of the key. Absence of a key or a faulty lock will not prevent a Club Officer 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 two weeks notice of the move either verbally or in writing.
- 3.5** Any boat leaving a Mooring, should ensure that their Mooring is left in a clean and tidy condition for the next Member.

#### **4 BERTHING DISPUTES**

- 4.1** Any dispute concerning a Mooring should be brought to the attention of the Berthing Manager whose decision, providing it is not inconsistent with these conditions, will normally be final
- 4.2** In exceptional cases concerning the interpretation of this Agreement the matter may be reported to the Honorary Secretary of the Club for consideration by the Directors 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 only or part thereof pro-rata. This contract to run from 1st January and expire on 31<sup>st</sup> December.
- 5.2** Fees are payable immediately a boat is moored or a berth allocated.
- 5.3** Renewal invoices are issued in December each year for the following calendar year and settlement must be made in full not later than 31<sup>st</sup> January following. Those Members using the budget scheme must pay their first Standing Order payment on the 7<sup>th</sup> January, with subsequent Standing Order payments on the 7<sup>th</sup> of each month until and including the following December. It is the Member's own responsibility to check that a renewal of Moorings invoice has been received during December, and report non receipt or any other query, to the Moorings Accounts Officer.  
If payment has not been received by the dates indicated above, the Member could lose his Mooring – the Club does not issue reminders.  
Members wishing to use the Budget Scheme for the first time should contact the Moorings Accounts Officer before the renewal invoices are issued to ensure that they have an appropriate Standing Order Mandate.  
Any Member wishing to use the Budget Scheme will have been a Full Mooring Member for at least 12 months - time moored while a Probationary Member does not qualify.
- 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 Directors shall determine the level of Mooring fees payable annually, proportionate to the cost of Canal & River Trust Moorings License. This will normally be done annually but does not preclude the Club making adjustments during the year as a result of changes to the cost by C & R T.
- 6.3** Voids between boats will normally be maintained at three feet but this shall not be regarded as statutory requirement; the main 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 1<sup>st</sup> 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.

## **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. The Club will withhold a refund until any Club keys are returned to the Honorary Secretary, and the Mooring is left in a clean and tidy condition to the satisfaction of the appropriate Berthing Manager..
- 7.2** Refunds shall not be allowed for holidays, or any other reason unless the Mooring is permanently given up.

## **8 SECURING OF BOATS**

- 8.1** Members shall ensure that unattended boats are secured against movement by proper use of bow, stern and, where possible, midship ropes. Fenders fore and aft must be deployed at all times and when moored on Club Moorings as per Canal & River Trust Licence conditions.
- 8.2** Members shall ensure the proper positioning and stability of mooring stakes and rings. Stakes, rings and ropes must be visible and not be allowed to obstruct the footpath.
- 8.3** When necessary, in order to provide more security, a boat's mooring ropes may be attached to unshared points on an adjacent Mooring. It is quite acceptable to have crossing ropes.

## **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 and vegetation. If this is not adhered to initially it may result in the Members location and Membership being reviewed.
- 9.3** Dogs must be kept on a lead at all times and any fouling cleared immediately by the owner. Dogs must not be permitted to run free unattended on the Moorings, failure to do so may well result in the dog not being permitted on the Mooring.
- 9.4** Permission from the appropriate Bank Committee should be obtained for any developments or other major change to the Mooring, including replacement of existing storage.
- 9.5** The Member must comply with the conditions of any planning permission for the Mooring Site and comply with relevant laws, byelaws and special conditions, including any concerning your private use of land at the Mooring Site.

## **10 CRUISING LICENCES**

- 10.1** The Member must, whilst the boat is on Club Moorings, maintain and display a current C & R T Cruising Licence and registered number plate, one of each must be displayed where they can be easily be seen from either side of the boat at all times as per C&RT conditions. Members must provide documents for re - licence to the Licence Accounts Officer in good time for any C&RT discounts to be applied; otherwise the Member will be charged additional fees by the Club.
- 10.2** It is a condition of Membership that Members obtain their cruising licence through the Club agency, unless by prior agreement with the Licence Accounts Officer if the Member is purchasing their licence on the C&RT budget scheme.
- 10.3** A Member with a boat on the Moorings with a Cruising Licence out of date three months or more will face cancellation of the Mooring and Membership.

## **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 at 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 would normally start at the north end.

- 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 Directors in the event of late payment of Mooring fees.
- 11.3.3** By contravention by the Member of Condition 3.5, 9.2 or 10.3.
- 11.3.4** The Member transfers from one MMBC Mooring bank 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.
- 11.5** In order to maximise utilisation of the Moorings a boat may be temporarily allocated a berth that is out of Seniority sequence, in this instance, the boat will be moved to the Member's correct Seniority berth as soon as practically possible.
- 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 and/or license 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, dispose of the boat at the Clubs discretion.
- 12.2** Any boat, even though licensed and Mooring fee paid, that shall appear to be stranded, abandoned or in a poor condition and not attended by the Member on a regular basis shall be moved to the back of the Moorings
- 12.3** 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 and Club notice board.
- 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.
- 13.2** Members intending to sell boats are responsible for advising prospective buyers of the existence of these conditions and are forbidden to hand over Club keys.

**13.3** Boats being sold will be required to be moved away from MMBC Moorings and the boat must leave the Moorings immediately.

**13.4** The Directors may exercise discretion to facilitate a sale regardless of any other provisions in Condition 16.

#### **14 MOORING PADLOCK KEYS**

**14.1** Numbered gate padlock keys are provided by the Honorary Treasurer or his Representative, 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 Club's security keys.

**14.3** It is a clear breach of Club Mooring conditions to permit a non Member to be in possession of Club keys unless by agreement in advance with the Berthing Manager, Bank Chairman or Bank Representatives.

#### **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 Berthing Manager in order that the availability of the extra space can be planned.

Thereafter the following will apply at the discretion of the Berthing Manager:-

**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 spaces which are agreed in anticipation of the arrival of a longer boat must be paid for immediately the spaces are allocated.

**15.4** Members upgrading to longer boats may need 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 normally be confined to late autumn or early spring and if major movement is involved, working parties will be organised to assist the Berthing Managers to move the boats.

**15.5** The Berthing Manager may make adjustments to Moorings at any time to facilitate maximum use of the Mooring space available.

#### **16 MOORINGS WAITING LIST**

**16.1** When Moorings are full the Club operates a waiting list. Subject to any exceptions under Condition 13.4, berths becoming available will be offered by the Directors to Members on the

waiting list in Membership seniority order subject to space available at the discretion of the Berthing Manager.

- 16.2** Members may at any time request a change of their Mooring location in writing to the Berthing Manager. This also applies to Members already on the Moorings wishing to move from one Mooring to another.

## **17. HEALTH, SAFETY & THE ENVIRONMENT**

- 17.1** Any works undertaken on the Boat whilst at the Mooring Site must be carried out in a safe manner and with due regard to protecting the environment and your obligations under 17.3.
- 17.2** Any accidents or other incidents involving injury or damage to MMBC property at the Mooring must be reported to us. You, the Boating Member, must report any damage for which you are responsible under 17.3.
- 17.3** You, the Boating Member, must not do (or carelessly fail to do) anything at the Mooring which will cause damage or nuisance to any other person or their property. You accept responsibility for any such damage or nuisance caused by you, other occupants of the boat or your visitors. You will not be responsible for events outside your control.
- 17.4** You, the Boating Member, must dispose of your rubbish so that it does not become a nuisance or a risk to the health or safety of any person, animal or our property.
- 17.5** You, the Boating Member, must make sure the boat is moored safely and that it is properly attached to the bollards, mooring rings, mooring pins or stakes.  
We, the Mersey Motor Boat Club, may go onto the boat and move it at our discretion for reasons of safety or the protection of the environment.

## **18 OUR RESPONSIBILITIES**

- 18.1** We, the Mersey Motor Boat Club, will exercise reasonable care in carrying out our functions under this Agreement (including when boarding or moving the boat or the boat tender) and will make good damage caused by our negligence.
- 18.2** We, the Mersey Motor Boat Club, shall not be liable for any other loss or damage caused by any events or circumstances beyond our reasonable control (such as extreme weather conditions, unforeseeable failure of historic structures or the actions of third parties not employed by us). This includes loss or damage to boats, gear, equipment or other goods left with us for repair or storage. You may wish to take out your own insurance to cover such risks.
- 18.3** The Club Moorings will be checked regularly to make sure the Mooring Conditions are being adhered to.



## **19 TERMINATION**

**19.1** This Agreement terminates at the end of December each year.

**19.2** We, the Mersey Motor Boat Club, may terminate this Agreement immediately if you, the Boating Member, fail to pay any money owing to us under 5.3 or in connection with the licensing or use of the Boat on our moorings.

**19.3** We, the Mersey Motor Boat Club, may terminate this Agreement before the end of the period specified if you, the Boating Member, breach any of the terms of this Agreement and either the breach cannot, in our opinion, be put right or if you fail to put things right having been asked by us to do so.

**19.4** Before we, the Mersey Motor Boat Club, terminate this Agreement under Condition 19.3 we will write to you, the Boating Member, and explain how we think you have broken the terms of this Agreement; and

**19.4.1** Where we, the Mersey Motor Boat Club, think you, the Boating Member, can put things right we will tell you how we think you can do so and how long you have to comply. This time will depend upon the circumstances but will be reasonable and will be at least 14 days where work is required to be done to the boat. If you do not put things right within the time we have given you, this Mooring Agreement will end and you must remove the boat from the Moorings immediately.

**19.4.2** Where we, the Mersey Motor Boat Club, are of the opinion that you, the Boating Member, cannot put things right, we will explain why and you must remove the boat from the mooring within 14 days, and this Agreement will terminate at the end of that 14 days whether or not the boat has been removed.

**19.5** If you, the Boating Member, fail to remove the boat from the Mooring on termination of this Agreement we, the Mersey Motor Boat Club, shall be entitled to:

Damages equivalent to the Mooring fee which would have been payable by you if the Agreement had not been terminated.

or we will remove the boat from the Mooring at your risk (except for loss or damage caused by our negligence during such removal) and keep it elsewhere and charge you with all costs arising out of such removal including alternative Mooring fees.

**19.6** We, the Mersey Motor Boat Club, reserve the right to refuse you, the Boating Member, a Mooring Agreement in the future. You have no right under these Conditions to the renewal of a Mooring Agreement. We will not unreasonably refuse to renew an Agreement. However, if we do refuse to renew a Mooring Agreement we will write and tell you why.

**BYE-LAWS OF THE DIRECTORS OF  
THE MERSEY MOTOR BOAT CLUB LIMITED**

**18<sup>th</sup> November 2013**

*Changes to these Mooring Conditions may be applied by the Directors, at their discretion, at any time .Amendments will be displayed on the notice boards.*