

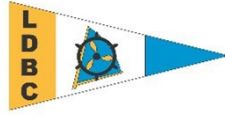
## Terms and Conditions for LDBC Mooring Berths

### Permanent and Visitor

2023 to 2024

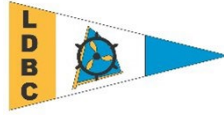
#### General Conditions

1. Anyone using any part of the jetties for whatever purposes and whether by invitation or otherwise do so at their own risk.
2. Anyone bringing a boat onto the club jetties should only do so if they have an appropriate level of boat handling competence to minimise risk of damage and/or injury to the jetties, other boats or persons therein.
3. Mooring is conditional on the boat being insured. All Members with a vessel must submit proof of suitable insurance (including 3<sup>rd</sup> party cover) to the Membership Secretary. Upon subsequent renewals of their membership, the Member must return their annual payment in advance, along with a signed declaration of valid insurance, including the policy number, the name of the insurer and the next renewal date.
4. Visiting boat owners' are not allowed to leave their boats unattended without the permission of the boat owners' that they are rafted against/blocking in or a Flag Officer. Contact numbers will be displayed in the boat club.
5. Visitors are required to contact the owner of any boat that they are blocking in, to agree in advance the length of their stay and any other access arrangements.
6. Visitors should only raft up against similar sized boats in terms of tonnage, to prevent drag or damage to the lighter boat.
7. There will be a £10 per night charge for any visiting boat. Day visiting Members can moor for £5 but must leave the mooring by 4pm or pay an additional £5 (This rule does not apply to small visiting tenders). This fee includes the supply of electricity and water.
8. Members must accept that their vessel may be moved, secured or made safe by any Member of the club in trying to correct an unsafe situation and that the owning Member shall accept that neither the club nor the Members involved in such action shall be liable for any damage caused to or by their vessel during such reasonable actions. Providing the Members acted in good faith and within their own competencies as adjudged by the Flag Officers of the Club.
9. Permanent mooring holders must accept that visitors will be allowed to raft up between or alongside. Visitors must agree to access the jetties by only crossing the berthed boat forward of their mast/cockpit.
10. Moored vessels must not be used as permanent homes.



## Mooring Contract Holders

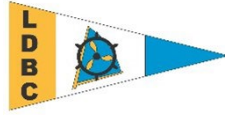
11. To be eligible to apply for and hold a mooring contract, you must be a permanent Member of the club and over the age of 18. The club will offer only one Mooring Arrangement per membership.
12. Lakeland Adventures will occupy the 2 end berths on the north jetty (as agreed by their Commercial Agreement with the Club Directors).
13. Anyone accepting a permanent mooring berth must agree to have their contact telephone number displayed in the club for use in emergencies or for communication in relation to their mooring at the club.
14. The Member is not entitled to the exclusive use of a particular berth. The club reserves the right to rearrange mooring positions in order to achieve a more suitable distribution of boats with regards to:
  - a. Type of boat
  - b. Keel configuration
  - c. The safety of the vessels moored
  - d. The stability of the jetties
  - e. Improving stewardship of mooring stock
  - f. Consideration of Members' needs
15. If a Member on the waiting list does not have a vessel when a mooring is offered, then their place will be offered to the next person on the list. Or if their vessel is not suitable for the space available then it will be offered to the next person on the list who does have a suitable vessel for the space. Failing that it may be used as a temporary mooring until further notice.
16. Payment of a mooring fee for a permanent mooring constitutes a Member's acceptance of these Terms and Conditions.
17. Existing berth holders will be given priority to renew their Mooring, following that, any remaining berths will be offered to other Members, based on their waiting list position and suitability, as per s.14 and s.15.
18. A Mooring will be automatically offered for renewal unless the mooring has been deemed not to have been used in the best interest of sailing or other suitable water activities or has been used in a manner prejudicial to the rights and interests of other mooring holders.
19. A Mooring will be referred to the Club Committee for review and possible termination if:
  - a. The mooring is occupied prejudicial to the rights and interests of other club Members.
  - b. The mooring is occupied by an inactive vessel.
  - c. The vessel, its ownership, or any of the listed details are found to be incorrect.
  - d. The vessel or the mooring holder are deemed to bring the club into disrepute.
  - e. The mooring holder has behaved in a manner inconsistent with the rules of the club and has, after review by the Committee, become the subject of a sanction.
20. Should a Mooring be terminated, then the mooring must be vacated within 6 weeks of the termination of the Arrangement or incur a penalty charge. Mooring holders are deemed to accept the requirements for sanctions and to comply with any sanction imposed upon them as part of their Mooring Arrangement. If requested, an appeal may be made to the Appeals Committee, a Sub-Committee of the Board, in order to state their case.
21. Anyone taking a permanent berth must agree to pay for their electricity by way of a metered cable, which will be obtained from the club for a deposit (refundable on surrender of their



- berth and return of same metered cable). The electricity will be charged at cost to the club plus a pro-rata percentage of the daily standing charge and VAT at the prevailing rate.
22. Any change of details, i.e., ownership of vessel, must be communicated to the Club Committee in advance. Providing that the changes do not render the boat unsuitable for the allocated berth, or break any other club rules or bylaws, then the agreement will be amended. Upon the sale of a moored boat, the mooring is not transferred with the sale.
  23. Club moorings may only be occupied by the vessel named in the Mooring Arrangement unless the Committee have agreed an interim mooring arrangement with another party. The subletting of a Member's mooring berth is not allowed.
  24. Any request for a refund of a mooring berth vacated early, will be at the discretion of the Committee.
  25. All charges are payable on demand. If fees due to the club become overdue, the Mooring Arrangement may be terminated.
  26. Permanent berths will be charged at £250 per metre per annum. The minimum berth size will be calculated on the length of boat, plus 1.2 metres (for clearance) and calculated to the next metre (see Appendix 1)
  27. Anyone wishing to be considered for an annual mooring for the period from the 1<sup>st</sup> of April to the 31<sup>st</sup> of March, should contact the Jetty Manager by email [alansalter@hotmail.co.uk](mailto:alansalter@hotmail.co.uk) with the boat's details by the 1<sup>st</sup> March so that the Committee can agree allocations before the 1<sup>st</sup> April.
  28. All payments should be made by cheque or BACS transfer to the club account. Any payment should carry your invoice reference number.

#### Club Member and vessel details

MEMBER NAME	
VESSEL NAME	
DRAFT	
L.O.A.	
BEAM	
INSURANCE COMPANY	
INSURANCE CERTIFICATE NUMBER	
INSURANCE EXPIRY/RENEWAL DATE	
WINDERMERE REGISTRATION NUMBER	
SIGNATURE	



## Appendix 1

Below is a table to help you to calculate the rate for your boat.

Boat Size				
Feet	Metres	Plus, a clearance allowance of 1.2m	Minimum sized berth required in m	Price
12	3.7	4.9	5	£1,250
13	4.0	5.2	6	£1,500
14	4.3	5.5	6	£1,500
15	4.6	5.8	6	£1,500
16	4.9	6.1	7	£1,750
17	5.2	6.4	7	£1,750
18	5.5	6.7	7	£1,750
19	5.8	7.0	7	£1,750
20	6.1	7.3	8	£2,000
21	6.4	7.6	8	£2,000
22	6.7	7.9	8	£2,000
23	7.0	8.2	9	£2,250
24	7.3	8.5	9	£2,250
25	7.6	8.8	9	£2,250
26	7.9	9.1	10	£2,500
27	8.2	9.4	10	£2,500
28	8.5	9.7	10	£2,500
29	8.8	10.0	10	£2,500
30	9.1	10.3	11	£2,750
31	9.4	10.6	11	£2,750
32	9.8	11.0	11	£2,750
33	10.1	11.3	12	£3,000
34	10.4	11.6	12	£3,000
35	10.7	11.9	12	£3,000
36	11.0	12.2	13	£3,250