



Boat Park Rules

Boat Park Eligibility

1. The Committee may arrange for the storage of members' boats at the owner's risk, under the terms and conditions published below and rates determined by the Club Committee, hereafter referred as the "Committee".
2. Only Cookham Reach Sailing Club members are permitted to store boats and/or trailers and associated equipment in the boat park and at the discretion of the Committee following the completion of a Boat Park Berth Application form.
3. Spaces in the boat park will be allocated annually on the basis of membership applications. Members joining during the year will be allocated a berth position at the discretion of the Committee.
4. Boats may be stored only within the area allotted by the Committee and must be secured to avoid the possibility of damage or obstruction to other craft.
5. It is at the discretion of the Committee to move any boat and/or trailer and associated equipment to a new berth at the beginning of each membership year. The Committee holds a berth plan showing each boat's location, which is available on request.
6. Boats and/or trailers must be located in their properly allocated space. The Committee may move any boat and/or trailer and its associated equipment that is not located in its correct position to any part of the club's premises, without being liable for any loss or damage to boat and/or trailer and associated equipment howsoever caused.
7. Trailers may be left at the club provided they are kept either under the boat at the allocated berth and do not impede other boat owners, or in the trailer park, after paying the storage rate determined by the Committee. Such trailers must be marked with the owner's name, class sail number and berth number.
8. The Committee may attach a sticker to the mast or hull of the boat and/or trailer to indicate permission to store said boat and/or trailer in the boat park. This sticker will show the year and berth number.
9. Members agree that storage of their boats and/or trailers and associated equipment in the boat park is entirely at their own risk. The club accepts no liability for any damage to boats and/or trailers and associated equipment whilst stored on the club's premises howsoever caused.

Fees

1. Boat fees are due for any boat stored in the boat park except for authorised visiting boats (ie. such as for Open meetings). These fees will be determined by the Committee and are published on the membership form and renewal form. They are due with membership fees at the beginning of each membership year.

Security and Safety

1. Every boat and/or trailer and associated equipment in the boat park must be secured against extreme weather using the tie-down rings provided.
2. If, in the opinion of the Committee, any boat and/or trailer and associated equipment is not secured, then they may secure such boat and/or trailer and its associated equipment,



without being liable for any loss or damage to boat and/or trailer and associated equipment howsoever caused.

Maintenance

1. To enable maintenance of the boat park, the Committee may temporarily move boats and/or trailer and/or other property to carry out maintenance without notice.
2. The 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 boat and/or trailer and associated equipment howsoever caused.
3. To enable maintenance of the boat park, the Committee may require spaces to be reallocated, whether permanent or temporarily. Members may be requested to move boats and/or trailer and associated equipment, if they are not moved to the re-allocated berth space before the maintenance work is carried out, the 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 boat and/or trailer and associated equipment howsoever caused.
4. Each berth holder shall be responsible for keeping the allotted berth area tidy, including regular cutting of the grass. Persistent neglect of this duty will provide grounds for the Committee to carry out the appropriate action, which may ultimately involve the expulsion of the member's boat from the boat park and rescinding of the berth space.

Sale of boats and/or trailers and/or other property stored in the Boat Park

1. If a club member sells their boat and/or trailer and/or associated property stored in the Boat Park then the provisions of the Boat Park Rules applied to the previous owner no longer apply to the new owner. If the new owner does not join the club and complete a Boat Park Application Form, the club will allow reasonable time of one month for the property to be removed from the club. After this time, the Abandoned or Unauthorised Boat Removal and Disposal Procedure will be implemented at the discretion of the Committee.

Abandoned or Unauthorised Boat Removal and Disposal Procedure

In the case of an abandoned or unauthorised boat and/or trailer and/or other property the Committee may –

1. The Committee may move any boat and/or trailer and its associated equipment that is not located in its correct position to any part of the club's premises, without being liable for any loss or damage to boat and/or trailer and associated equipment howsoever caused.
2. Upon giving 1 months' notice require the member or former member to collect their boat and/or trailer and/or other property.
3. Upon giving 3 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/or other property and deduct any monies due to the Club (whether arrears of subscription or facility fees or boat park fees or otherwise).
4. If the boat and/or trailer and/or other property is unsaleable (in the reasonable opinion of the Committee), after giving notice in writing as aforesaid, dispose of the boat and/or trailer and/or any other property 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.

5. The club reserves the right to charge storage for the boat and/or trailer and/or other property until such time as the owner collects the boat and/or trailer and/or other property or until notice has been served under clauses 2 and 3 of the Abandoned or Unauthorised Boat Removal and Disposal Procedure.
6. 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/or other property 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 (where he/she 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/or other property :

- a) A boat and/or trailer and/or other property located in the boat park and not displaying a current CRSC dinghy park sticker;
- b) A boat and/or trailer and/or other property located otherwise than its properly allocated space;
- c) A boat and/or trailer and/or other property that remains in the boat park for more than one month after any date advised by the Committee by which boats and/or trailers and/or other property must be removed to allow for maintenance works of the boat park or the end of the membership year date (where applicable);
- d) A boat and/or trailer and/or other property which is the property of a member or former member which remains on the 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, boat park fees or otherwise) are more than one month in arrears;
- e) A boat and/or trailer and/or other property which is the property of a member or former member which overstays by more than a month following the termination of the storage agreement;
- f) A boat and/or trailer and/or other property which is the property of a former member which overstays by more than a month following the termination of their membership.

[Lien on boats and/or trailers and/or other property](#)

In addition to the powers set out above to move, sell or dispose of boats and/or trailers and/or other property the club shall have a lien over members' or former members' boats and/or trailers and/or other property parked on the club 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/or other property until such time as all monies due to the club have been paid in full.