

YAVERLAND SAILING & BOAT CLUB

SANDOWN - ISLE OF WIGHT- PO36 8QS

MEMBERSHIP AND BOAT PARK RULES AND REGULATIONS.

Permission will be granted for a boat parking space in the compound of **Yaverland Sailing & Boat Club** over the period **1st March to end of February** the following year, on acceptance of an Application Form and receipt of full Boat Park and Membership Fees.

1	BOAT PARK PERMITS are issued annually and are valid for the period 1st March – end of February following year. The Committee reserves the right to refuse any application and/or renewal. NB: All motorised craft over 12' MUST pay for a Tractor permit.
2	FEES -The fee for parking boat/equipment will be fixed by the Club Committee each year and shall be due on the first day of March in each year for the ensuing twelve months.
3	FEES T&C -Boats/equipment brought to the Club compound after 1st March of each year will be liable for the full annual fee.
4	NO REFUND OF FEES - will be made for any boat/equipment taken from the compound before the End of February.
5	SELL/CHANGE -IF you sell or change your boat/PWC you must inform the Club. You do not have the right to transfer your boat park space to a new owner as this would allow the new owner to jump the Waiting List.
6	SUBSTITUTION OF CRAFT -Subject to the approval of the Club Committee, an owner may substitute another boat during the year and pay any increased permit fee on a pro rata basis as in 3 above. However, no refunds will be made.
7	MOVING BOATS -Craft/Boat/equipment storage will be strictly under the control of the Boat Park Marshal & Team. They are empowered to move and store boats equipment as required.
8	No over or under Boat storage of another craft (e.g.: Kayak) is allowed.
9	CONDITION OF CRAFT -The Club reserves the right to remove any craft & trailers deemed by the Club to be in an unseaworthy/dangerous OR NOT KEPT IN GOOD CONDITION or if they shall be in breach of the conditions herein contained or Club Rules, the permit shall forthwith be cancelled, and an offer of renewal will be forfeited.
10	CLUB LIABILITY -The YSB Club will not accept responsibility for any loss or damage which may be caused to boat/equipment, however such loss or damage may occur. The Club will not accept liability for any personal injury arising out of the use of the Club's premises, boats and any other facilities of the club or participation in any race organised by the Club, either sustained by members, their guests or visitors whether or not such damage or injury could have attributed to or was occasioned by the neglect, default or negligence of any of members, Officers, Committee or servants of the Club.
11	INSURANCE -All boats & PWC watercraft being used from the Club premises MUST be insured against third party risks to the sum of not less that £3m and the policy of insurance shall indemnify the Club against any claims. <u>You are required to provide a Certificate/OR details of the Insurance Co/Policy No/ /Renewal date- details to be COMPLETED on the Renewal Membership Form.</u>
12	ABANDONED CRAFT/TRAILER/EQUIPMENT under rules (8-9) if at any time fees payable to the Club by any member shall be one month in arrears and the boat/equipment owned by that member remains at the Club, then the Committee shall give 14 days' notice in writing, to the last known address and there after sell, or if unsaleable ,dispose of the boat/equipment, deduct any monies due to the club whether by way of boat park fees or membership fees before accounting to the former member or boat owner for the balance- the YSB Club reserves the right to recover all outstanding monies, including disposal costs due to the Club -under Torts (Interference with Goods) Act 1977.
13	USE OF CLUB TRACTOR – Use of the club tractors is restricted to full Club Members who have paid for a tractor permit and MUST NOT be driven by anybody else. Any member seen misusing the tractors will have their use withdrawn with no refund. NOTE – ALL DRIVERS MUST BE ASSESSED & PASSED BY THE BOAT PARK MARSHAL BEFORE USING THE TRACTORS.