

CARGREEN YACHT CLUB LIMITED



Moorings Bye-laws extracted from CLUB BYE-LAWS

September 2022

Coombe Lane, Cargreen, Saltash, Cornwall PL12 6PB

A company limited by guarantee and without a share capital.
Companies Registry number 5121798
Registered Office: The Clubhouse, Coombe Lane, Cargreen PL12 6PB

BYE-LAWS

Preliminaries

In these Bye-laws:

“Authorised Event”: Local, regional or national events that the committee or the Sailing Officer (or other nominated person) has approved for the use of Club boats.

“Club Boats” All Club owned dinghies, safety boats, work boats and the mooring barge.

“Club Events and Activities” All events and activities organised by the Club and announced to members via email, notice-board or website.

“Yacht” In keeping with UK legislation and UN (ITU & IMO) conventions and MCA Guidance on Classification, yachts are defined as those vessels which are in use for sport or pleasure.

“Vessel” A vessel includes every description of watercraft, seaplane, non-displacement craft, submersibles, personal watercraft, sailboard, and craft of every kind however navigated, propelled, or moved [ex Dockyard Port of Plymouth 2020 Order]

Moorings Bye-Laws

1 Introduction: The fundus of the river Tamar at Cargreen is owned by the Duchy of Cornwall and leased to the Cargreen Yacht Club.

The King's Harbour Master (KHM) is responsible for the management of the river, and issues licences to yacht clubs and other organisations to lay moorings in defined areas. Cargreen Yacht Club (CYC or The Club) is licensed by KHM to lay moorings at Cargreen.

Under the terms of the Duchy lease the Club allocates moorings on licence to members.

The mooring tackle (consisting of sinker, ground chain, riser and hippo buoy) is usually owned by the Club. Some mooring tackle is owned by members.

No member has any rights to a particular position on the fundus though in general the Club will allocate the same mooring position to members year on year.

The annual fee for a licence and the rental rates are determined from time to time at the AGM. Members shall apply annually to the Moorings Officer to renew their mooring allocation using the form provided (usually on-line).

2 Laying of Moorings: Moorings at Cargreen will be laid by the CYC Bargemaster. No other individual, club or contractor may lay or move moorings at Cargreen without permission from the Mooring Officer.

3 Servicing of Moorings: All moorings at Cargreen will be serviced annually by the Bargemaster and his servicing team, usually in November. Owners of boats will not usually be contacted individually prior to the service.

In cases where a boat occupies the mooring, a Mooring Service Charge will be levied.

For smaller boats (generally 30 feet and under) the boat will be taken alongside the Barge and a standard charge (see Ancillary Charges Bye-law) will be levied. For larger boats and multi-hulls (where a long line technique is used to transfer the boat to another mooring) and in cases where additional work is required the charge will be greater to take into account the time taken and the hourly cost of running the Barge (see Ancillary Charges Bye-law).

Where practicable, owners of larger boats and multihulls will be requested to move their vessels to another mooring during the servicing.

Any strops found on unoccupied moorings during servicing will be removed because of the risk of fouling the mooring barge propeller. A charge for strop removal may be raised if bargework is delayed (see Ancillary Charges Bye-law).

4 Allocation of Moorings: The order in which applicants are offered mooring positions will be decided by the Mooring Officer, taking account the type and size of vessel, the date of application and the applicant's geographical preferences. Moorings are for the sole use of the mooring holder, or holders in the case of joint ownership of a yacht.

Where yachts are jointly owned the Mooring Officer may require supporting documents such as insurance, SSR certificates or a bill of sale. Moorings may not be transferred, reassigned, sublet or sold, nor may members make any private arrangements to allow their moorings to be used by a third party.

Mooring tackle may only be purchased from the Moorings Officer, who will provide a valuation.

5. Mooring Holders Obligations:

Boat owners must maintain their boats in a good and seaworthy condition and are responsible for the safety and security of their own vessels and equipment. Owners must report any perceived defect in the integrity or positioning of their mooring, or proximity to other vessels, to the Mooring Officer as soon as possible and should arrange for the boat and strops to be inspected at least every three weeks – this is particularly important for boats overwintering afloat.

Mooring holders must obtain the prior consent of the Moorings Officer to any change of vessel to be placed on their moorings. Consultation with the Moorings Officer is advised before changing boats as their mooring might not be suitable for the new boat.

Owners must inform the Mooring Officer if they will not be using their moorings for any period over 4 weeks between 1st April and 30th October.

6 Rental of Moorings: The Club normally has a number of moorings to rent to members on a monthly or annual basis. Tenants of moorings have no right

of tenure beyond the agreed rental period but the Moorings Officer will endeavour to give long term tenants the same mooring position year on year. The Moorings Officer will offer tenancies in order of application taking into account the size and type of vessel and applicant's geographical preferences.

7 Vacant Moorings: Mooring holders whose moorings will be left vacant for periods over 4 weeks should inform the Mooring Officer. The Moorings Officer may let these moorings on a temporary basis, the fees arising will be shared equally by the mooring holder and the Club in the first year but if the mooring is not occupied for more than one year any ensuing fees will be retained by the Club. Members who own mooring tackle will remain responsible for the costs of the annual mooring service.

8 Relinquishing a Mooring: All mooring transactions will be carried out by the Moorings Officer. Members who wish to relinquish their mooring shall notify the Moorings Officer who will advise a value for the mooring tackle.

The Club will have first option on purchase of the tackle; if the Club does not wish to purchase, the tackle may be sold, at the valuation of the Moorings Officer, only to another Club member.

If, at the time of licence renewal, there is no willing purchaser, the Club will, at the request of the member, take back the mooring into its ownership in lieu of the outstanding annual fees and servicing costs.

A member owning mooring tackle is allocated, but does not own, the position on the fundus.

Owners are strongly advised to inform the Mooring Officer of intended sales prior to 1st November so that an accurate valuation can be determined when the mooring is lifted during the annual service.

9 Mooring Strops: a) The Club is responsible for the integrity of moorings up to and including the swivel. Mooring holders and tenants are entirely responsible for the provision of suitable strops to secure the yacht to the swivel, and for ensuring that their foredeck fittings are of suitable size and strength.

Two strops are preferred where feasible and should be as short as practicable. A recommended specification can be found on the Club's website or from the Moorings Officer. All strops need to be protected against chafe and all shackles must be securely moused. Stainless steel shackles should

be used wherever possible. The Mooring Officer and Bargemaster will advise if requested.

b) If, in the opinion of the Moorings Officer or Bargemaster, a vessel's mooring strops or fittings are inadequate the owner will be requested to rectify the situation within twenty-one days. If strops are considered in urgent need of re- placement the Moorings Officer or Bargemaster may replace them or add additional strops. The owner will be charged for the new strop(s) and a service charge may be applied (see Ancillary Charges Bye-law).

Owners who decline to improve their foredeck fittings or persistently use inadequate strops may have their licence to use a mooring or rental agreement restricted or curtailed.

c) Strops should be removed from vacant moorings. The mooring servicing team will usually remove strops left on moorings when the moorings are serviced. A charge for strop removal may be raised if bargework is delayed (see Ancillary Charges Bye-law).

10 Licence Holders Charges: Mooring charges covering fundus leasing costs, annual inspection and indemnity insurance are fixed at the AGM by a simple majority vote of Members present and entitled to vote. The mooring financial year runs from 1st March to 28/29th February. Payment is due on 31st January; late payment will normally attract a £50 surcharge.

11 Tenants Mooring Charges: Charges for rented moorings are agreed annually at the AGM. Different rates may be set for annual and monthly rents. Rental charges are inclusive of annual service and replacement costs. Rental charges must be paid before the mooring is occupied.

12 Arrears of Mooring Charges: Any member whose mooring charges are unpaid after 1st March is liable to have both the privilege of membership and the allocation of his mooring position suspended. The member may not enter the Club's premises, enter any Club event or regatta nor vote at any meeting.

Members whose mooring charges are still unpaid after 1st May shall cease to be members. They must vacate their moorings immediately and forfeit any mooring position in the Tamar River area leased by the Club. Such ex-members may be eligible for re- election but may be required to pay an entrance fee and any arrears of mooring or other fees.

13 Liveboards: Permanent residence on boats on Club moorings is forbidden. Potential members who wish to live on-board permanently will not be allocated a mooring. Existing members and visitors who wish to live on board their boats may do so for periods not exceeding four weeks but may exceptionally be granted extensions of that period with the approval of the Committee.

14 Non-members' use of Moorings: Non- members may, at the Moorings Officers discretion, be permitted to stay on a Club mooring for up to one month charged at a daily Visitors Mooring rate. Payment will be as directed in the Visitors Moorings information. The daily Visitors Mooring rate as set out in the Fees and Ancillary Charges Bye-law. Upon payment visitors are extended the use of Club facilities save that Rule 6.3 is complied with for use of the bar. Temporary membership may be extended to visiting yacht crews under Club rule 2. In exceptional circumstances, and at the Moorings Officers discretion, lets of more than one month may be permitted.

15 Security/Boatwatch: Members applying for moorings acknowledge that the boat watch scheme or any other security measures confer no rights to the mooring holder or tenant and impose no obligation on the Club, the Officers or on the individual members. The mooring holder or tenant recognises that any Boatwatch scheme or other security measures provided by or organised by the Club or individual members are necessarily limited in scope and effectiveness and cannot be relied upon to provide any particular level of cover or protection.

The mooring holder or tenant agrees to hold free of liability and to indemnify the Club, the Committee, the Boatwatch Manager, and individual members in respect of any actual or alleged failure or deficiency of any Boatwatch scheme or other security measures provided by or organised by the Club or individual members regardless of whether the alleged failure or deficiency was the result of negligence or any other cause.

16 Insurance: Third Party Insurance. Owners of yachts, tenders and dinghies secured in the Club's mooring area, foreshore, "toast racks" and dinghy parking areas shall ensure such craft are covered by third party insurance of at least two million pounds (£2M).

Such insurance shall include removal of the wreck if their vessel is wrecked while occupying a Club mooring. Cargreen Yacht Club will not be responsible for any loss, damage, death or personal injury however caused to any

person, vessel or equipment as a result of their vessel being moored at Cargreen.

17 Movement of Moorings: The Club reserves the right to move any vessel or mooring tackle, at its discretion, in the interests of safety or in the interest of the efficient management of the moorings. Mooring owners whose vessels are moved for safety or efficiency will be offered a suitable alternative.

18 Disputes: Any dispute arising from the holding of a Club mooring shall be dealt with in accordance with the Disputes Resolution Procedure laid down in Section 3 of the Club Rules.