

# Roach Mooring Holders Association

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## Mooring agreement: terms and conditions *(updated 2019)*

- 1 Mooring agreements run for one calendar year.** Mooring agreements normally run for one calendar year. Agreements taken up for part of a calendar year may be charged pro-rata at the discretion of the RMHA.
- 2 Mooring fees must be paid in advance.** Each year RMHA will publish a scale of fees for the coming season. The stated Deposit must be paid in advance at the start of the term of the agreement (normally by 31<sup>st</sup> December of the previous year). No mooring must be used until the mooring fee for the term of the agreement has been paid in full, which must be before 31<sup>st</sup> May for annual moorings. Payment may be made to the RMHA bank account (include details) and marked with the vessel's name.

If payment has not been received by RMHA within 28 days of the start of the agreement, the agreement may be terminated by RMHA without notice, and the mooring made available to another mooring holder.
- 3 A mooring agreement is for a particular vessel and may not normally be used by other craft.** The mooring agreement specifies a particular craft and the mooring allocated is deemed suitable for that craft's characteristics (for instance length, draft, tonnage and tendency to lie with wind or tide). The specified boat's tender may also use the mooring.

The agreement shall be deemed broken if the mooring holder uses the mooring for any other craft or purpose, except that a different vessel may use the mooring for period up to 14 days so long as that vessel is no larger than the specified vessel in length or tonnage, and is of equivalent hull type and rig.

However if a mooring holder wishes to transfer an existing agreement to a different vessel under their control, RMHA will consider the transfer so long as the vessel is compatible with the mooring, or alternatively allocate a more suitable mooring if there is one available.
- 4 The mooring agreement is non-transferrable.** The mooring holder may not assign or sublet the mooring to another person.

However RMHA may consider transferring a mooring to another person in special circumstances.
- 5 All vessels must have adequate third party insurance.** The mooring holder must warrant that all vessels and equipment using RMHA moorings are properly insured at all times with a reputable insurance company to include effective third party cover of £2,000,000 for all liabilities. The mooring holder will produce a certificate of insurance if requested by an RMHA officer.

All persons using RMHA moorings do so at their own risk, and shall indemnify RMHA against any claims arising from their vessels or their use of the facilities. RMHA and their agents accept no liability for loss, damage, injury or delay to persons, craft or effects arising from any cause whatsoever unless such loss, damage or delay was caused by or resulted from negligence or deliberate acts of RMHA.
- 6 Vessels must be** The mooring holder must maintain the moored vessel in a condition

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- adequately maintained and securely attached to mooring riser.** that will not cause any hazard to navigation, other mooring holders or the environment. Vessels must be regularly inspected. Hull fouling, rig changes etc must not adversely affect the way the vessel lies to the mooring.
- The mooring holder is responsible for the condition and secure attachment of the connection between the vessel and the mooring riser. This connection must be as short as possible so that the far extremity of the vessel cannot swing more than half the distance to the nearest other mooring riser at spring tide low water.
- 7 RMHA mooring equipment must not be moved or altered.** The mooring holder must not move any mooring anchorage, change the scope, or in any other way alter any RMHA-provided mooring equipment without consent from an RMHA officer or agent.
- However RMHA may move any mooring in the interests of safety or good management of the moorings.
- 8 Mooring equipment provided by the mooring holder must be adequate and properly maintained.** Mooring equipment may be installed by the mooring holder only if specified on the mooring agreement.
- Such equipment must be placed as specified by RMHA, be firmly secured in position, be strong enough for the vessel that will use it, and not of excessive scope.
- Such equipment must be maintained in good condition by the mooring holder, and is subject to inspection by RMHA at any time.
- RMHA reserve the right to remove such equipment if it is deemed hazardous in any way.
- 9 Distance between moorings should be adequate for the agreed vessels.** RMHA aim to allocate moorings to provide clear swinging room for the vessels authorized to occupy them under normal circumstances.
- However the mooring holder accepts that there may be circumstances of wind and tide when adjacent vessels may make contact with one another. In accepting this agreement the mooring holder agrees to indemnify RMHA and its officers or agents against all claims for damage so caused.
- 10 We may sometimes need to move your boat.** It may sometimes be necessary to move a vessel or equipment when the owner cannot be contacted, for instance where issues of safety or navigation arise, for maintenance of moorings, etc.
- Vessels may also be removed if they appear to have been abandoned or moored without agreement, or in the case of non-payment of mooring dues.
- 11 Let us know if you are not using your mooring for a while.** Mooring holders are asked to inform RMHA if the mooring will be left vacant for more than a few days.
- This helps RMHA to manage and maintain the moorings.

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- 12 Access via Paglesham Boatyard.** The mooring Agreement may include use of facilities at Paglesham Boatyard. If so stated these facilities are included in the fee paid to RMHA, and the mooring holder may:
- Park a vehicle in the Yard car park when visiting or using the vessel
  - Keep one dinghy and launching trolley in a dinghy park designated for RMHA members. Such dinghies and trolleys must be clearly marked “TT” with the moored vessel’s name.
  - Use the red shed adjacent to the dinghy park for storage of dinghy equipment (subject to space).
  - Use the Yard slip to launch and retrieve the same dinghy
  - Use the Yard pontoon for boarding or loading vessel or its tender (but not for overnight stays etc)
- Mooring holders using or passing through the Yard are expected to avoid contributing to untidiness or rubbish in the yard. There are no facilities for rubbish disposal, so any refuse should be taken home.
- If the RMHA Mooring Agreement does not include use of facilities at Paglesham Boatyard, mooring holders are encouraged to make their own arrangements with the yard.
- 13 Moorings for visitors** RMHA aim to assist visiting mooring holders where possible by making vacant moorings available to suitable vessels for short stays (up to 24 hours) at no charge. If your mooring appears to be available then a visitor may use it so long as the boat is compatible.
- If you return and need your mooring you may reasonably ask the visitor to move; however RMHA ask that such requests are made in a spirit of cooperation.
- If the crew of visiting vessels chose to land at Paglesham Boatyard or use their facilities, they may be charged a landing fee at the discretion of the Yard.
- 14 If you wish to renew your Mooring Agreement.** At the end of the term stated on the mooring agreement (normally 31<sup>st</sup> December), the mooring agreement may be renewed. RMHA may require that a new mooring agreement is started, subject to the terms, conditions and fees current at the time. Alternatively a receipt for payment of the next season’s mooring fee at the rate current at that time may be deemed renewal of an existing agreement.
- 15 Moorings are not for residential use.** RMHA moorings are not to be used for residential use of vessels. Continuous residence on board of more than 28 days shall count for this purpose and would constitute termination of the mooring agreement.

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- 16 Mooring holders are expected to abide by the laws and rules of the harbour.** RMHA have no wish to police the behaviour of mooring holders in any way. However the committee may be asked to consider complaints and may be presented with evidence of antisocial behaviour, excessive noise, pollution, breaking of UK Law or of Crouch Harbour Authority bylaws. In these circumstances the RMHA shall have the right to terminate the mooring agreement of any person or craft believed to be involved in such offences, subject to a majority decision of the committee.
- 17 Termination of agreement** If a mooring holder fails to comply with these conditions, RMHA may terminate the agreement by sending written notice to the mooring holder, whereupon the agreement will terminate 14 days from such notice. In all such cases notice shall be deemed to be lawfully served if served personally or sent to the last known UK address of the mooring holder, or if the address is unknown, affixed to the vessel.
- The mooring holder may terminate a mooring agreement by sending 14 days notice in writing to the RMHA . However mooring fees already paid may be retained by RMHA at their discretion.
- Following termination of a mooring agreement, the mooring holder will remove the vessel from the mooring within 14 days. Failure to remove the vessel will result in RMHA or its agents having the right to remove the vessel and recover the cost of removal and storage from the owner. The owner will be charged for using the mooring after the 14 days has elapsed, at a rate of £20 per week (or as amended by RMHA from time to time).
- 18 Data Privacy** RMHA holds some data about mooring holders. To comply with Data Protection legislation, RMHA have a Data Privacy Policy which is published in a separate document available from the Secretary.