

Glencoe Boat Club Mooring Association



Terms and Conditions (September 2005 version) for 2014

THE HOLDER by signing the Annual Membership form accepts the space offered to him/her by Glencoe Boat Club Moorings Association ('the Association') as suitable for the mooring of his/her vessel within the Association's area of management granted by The Crown Estate and The Scottish Executive, Development Department, Transport Division 4 and agrees to comply with the following terms and conditions.

1. **Holder.** The Holder is the first named signatory on the membership form.
2. **Licence Period.** The association licenses the Holder to use the mooring space allocated to the Holder within the period (the licence period)(a) commencing on the later of (i) 01 January of the year indicated on the Membership Form or (ii) the date on which the membership form is given to a member of the Committee of the Association (the Committee) having been signed by the Holder and (b) expiring on 31 December of the same year.
3. **Annual Fee.** It is a pre-condition of the commencement of the Holder's rights under these Terms and Conditions that the Holder pays in full the annual fee prescribed by the Committee for the calendar year in question to Glencoe Boat Club Association on or before the later of (a) the Club's Annual General Meeting in November of the year before the calendar year in question and (b) the date on which the Membership Form is given to a member of the Committee of the Association (the Committee) having been signed by the Holder. In the event of failure to pay the annual fee in full by this deadline, (i) the Holder shall have no right subsequently to take up any rights pursuant to these Terms and Conditions without the Committee's express agreement in writing, which agreement may be granted or withheld in the Committee's sole discretion, (ii) the Committee may in its sole discretion re-allocate the mooring space in question as the Committee thinks fit. There will be no fee concession for late return of the Membership Form, late take-up of mooring space or for any other reason. There will be no fee refund in the event of termination before the end of the Licence Period, for whatever reason, of the Holder's rights pursuant to these Terms and Conditions.
4. **Maintenance of Membership** The Holder must remain either a FULL or FAMILY member of Glencoe Boat Club for the duration of the Licence Period. Upon the Holder ceasing to be such a member, all the Holder's rights under these Terms and Conditions will automatically and permanently terminate.
5. **Mooring.** The Holder agrees to lay a mooring within 60 days of a mooring space being allocated.
6. **Technical Requirements.** The Holder agrees to maintain the mooring gear in a serviceable condition and adequate for his/her vessel and any other vessel he/she may permit to use it. The length of the riser must be calculated to limit excessive swinging room. The Committee of the Association, (the Committee) may insist on a reduction of riser length where the Committee, in its sole discretion considers there to be a conflict with a neighbouring boat. In the event of failure to comply with the Committee's direction to reduce riser length within the time specified by the Committee, the Committee may in its sole discretion withdraw the Holder's mooring space and take such action as the Committee in its sole discretion deems fit to dispose of the mooring gear (and any other property) and to free up the mooring space.

7. **Liability of Holder.** The Holder accepts full responsibility for his/her mooring gear and its possible failure. The Holder agrees to insure his/her boat for public liability and adequately to compensate and indemnify any person who may have a claim against him/her. The Holder shall indemnify and hold harmless the Association, the Committee and their respective members, officers and agents for any loss, cost or liability which any of them may suffer in consequence of (i) the acts or omissions of the Holder (or any person acting with the Holder's permission) in connection with the usage of the allocated mooring space, (ii) any defect, problem or failure of the Holder's boat or mooring gear of those of any person permitted by the Holder to use his/her allocated mooring space.
8. **Display Requirements.** The Holder agrees to display prominently on his/her mooring buoy (a) the Crown Estate mooring licence tag and (b) the Association number allocated to the mooring space by the Committee.
9. **Non-Transferability.** The Holder's rights to use the mooring space, and the Holder's other rights pursuant to these Terms and Conditions, are not transferable to any other person.
10. **Lapse.** In the event that the Holder does not, on or before the end of the Licence Period, take up rights in respect of a particular mooring space for the following Licence Period by complying with the requirements (including without limitation the requirements as to signature and return of forms and payment of fees) laid down by the Committee at the time in question, all of his/her rights in connection with the mooring space in question shall lapse automatically at midnight on the last day of the Licence Period, in such case, it shall be for the Committee to re-allocate the mooring space if (and if so, to whom) the Committee in its sole discretion determines.
11. **Inspection.** The Holder agrees to an Annual pre-season 'Condition Inspection' of his/her mooring equipment, to be arranged by the Association and agrees to accept the report on his/her mooring and to rectify any fault within 30 days of the report being sent to the Holder. Failure to do so will result in his/her riser being disconnected and dropped to the seabed. This clause 11 in no way implies that the Association, the Committee, their respective members, officers or agents are liable for the state or integrity of the mooring equipment.
12. **Registration.** In accordance with Crown Estate requirements, the Holder's mooring will be registered in the name of the Holder and the Holder's boat. In the event of a failure to use the mooring with the Holder's registered boat for 2 years without the prior written agreement of the Committee, the Committee may in its sole discretion cancel the Holder's rights to use the mooring space.
13. **Removal of Gear.** In the event of the Holder's rights in respect of the mooring space lapsing or otherwise terminating for any reason, the Holder shall remove the mooring gear and vacate the space within 30 (thirty) days thereafter, failing which the Committee may take such action as it in its sole discretion deems fit to dispose of the mooring gear (and any other property) and to free up the space.
14. **Non-Liability of Association, etc.** In the event of the Committee taking the action contemplated by clauses 6 or 13 above, the Holder agrees that (i) neither the Committee nor the Association nor any of their respective members or agents shall have any liability to the Holder and (ii) the Holder shall indemnify and hold harmless the Committee, the Association and their respective members and agents for any liability which any of them may have to any other person by virtue of any such action.