



MYLOR YACHT CLUB

CLUB MOORINGS POLICY

Version 2.0 dated 1 January 2025

Contents:

1. **Governance**
2. **Infrastructure**
3. **Administration**
4. **Allocation of Moorings**
5. **Fees**
6. **Refunds**
7. **Timescales**
8. **Mooring Agreement**

1. Governance

- i. This Policy Document is designed to provide a reference framework to aid the allocation and administration of Club Moorings.
- ii. In the event of a conflict between this document and general Club Policy then Club Policy takes precedence.
- iii. The Club Mooring Officer reports to the House Committee.
- iv. In the event of any significant circumstance that this policy either doesn't cover or on which it is ambiguous the Moorings Officer will refer to a Flag Officer who will determine:
 - whether to refer the matter to the Commodore, House Committee or whether to adjudicate himself, and
 - whether as a result of the outcome, this policy document requires amendment.

2. Infrastructure

- i. The Club has entered into a lease agreement with Truro Harbour master (Cornwall Council) to rent an area of fundus between April 1st and September 30th, inclusive, each year.
- ii. The terms of the lease permit up to 30 moorings to be laid in the specified area. This number must not be exceeded without renegotiating an amendment to the lease.
- iii. The Club has elected to use a professional mooring contractor to lay, lift and maintain the moorings. Club members are not permitted to service, adjust or modify the moorings.
- iv. Each mooring is made available to the occupier with a pick-up buoy that has a 4m length of 12 mm chain attached (it may be reduced to 10mm depending upon vessel size).
- v. Occupiers of moorings are at liberty to supply their own mooring stop to be fitted in place of the default chain, but this is at the owner's risk and must still be fitted by the professional mooring contractor.

3. Administration

- i. The Club will appoint a Moorings Officer to administer the following aspects of the Club moorings:
 - Allocation of moorings to club members.
 - Calculating charges and issuing bills to members for mooring fees.
 - Liaising with and instructing the professional mooring contractor.
 - Maintaining records of mooring holders, including insurance details, and of work carried out to the moorings. (Note these records may be in hard copy or electronic format at the MOs discretion but if electronic should be reliably backed-up against loss).
 - Liaising with the Club House Committee to determine the charge rate for mooring holders.
 - Liaising with the Club Treasurer to ensure collection of fees and approve payments to the mooring contractor and any other relevant financial matters. Instalment payment of mooring payments may be approved subject to compliance with applicable legislation.
- ii. MYC shall maintain an insurance policy to indemnify mooring holders against loss arising out of the actions or failure of MYC or any servant or agent of MYC in the sum of £2,000,000.
- iii. The Club Secretary shall produce a copy of the said insurance policy to any mooring holder on request.

4. Allocation of Moorings

- i. Any Club Member in good standing may apply for a Club Mooring.
- ii. Moorings are limited to vessels with a draught of 1.6m or less, 36ft LOA or less and 6 tonnes displacement or less, unless the MO has agreed otherwise in conjunction with the mooring contractor. However, a vessel shall not be allocated to a mooring that exceeds the rated strength of that mooring unless agreed with the mooring contractor. Vessels will be allocated iaw the owner-supplied details of the vessel. The accuracy of supplied vessel details is the sole responsibility of the owner/mooring holder.
- iii. If there are no vacancies then the MO will maintain a waiting list and add any applicant to the waiting list on request.
- iv. Any member wishing to take a Club Mooring must enter into, sign and comply with the current Club mooring Agreement , as revised from time to time.
- v. The current Mooring Agreement is in Appendix A and regulates the requirements for insurance, behaviour, occupation and other such details.
- vi. Moorings may be 'permanent' or 'temporary'.
- vii. Once a permanent mooring is allocated to a member, that member has an automatic right of renewal in following years subject to the following:
 - continued membership of the Club.
 - continued observance of the Club Mooring Agreement, including but not limited to the conditions relating to insurance and sub-letting.
 - continued payment of the appropriate fee.
- viii. A permanent mooring is not transferable to any other member unless that other member has previously been notified to the MO as a co-owner of the boat that is on the mooring at that time.
- ix. A temporary mooring is let for a season or part season only and does not confer the right on the holder for automatic renewal in following years. Normally a temporary mooring will occur when a permanent mooring holder has left their mooring unoccupied and has asked the Club to sub-let it for all or the remainder of the season.

- x Any member that agrees to and pays for a temporary mooring - if wishing to have a permanent mooring and no such mooring is currently available - will be added to the waiting list maintained by the MO but will be considered ahead of any member who has not had a temporary mooring. This is to encourage members to take a temporary mooring.
- xi. Any member who is offered a permanent mooring and refuses the offer may remain on the waiting list but will move back to the bottom of the list. At this point any advantage conferred by having previously been a temporary mooring holder will be lost.
- xii. A permanent mooring holder may not sublet his or her mooring for more than two seasons. After subletting for the second season if not occupying the mooring in the third season it must be given up. Any sublet is subject to the agreement of the Moorings Officer.

5. Fees

- i. On request the MO will supply the Club Treasurer with an estimate of the mooring contractor's costs for the coming season and an estimate of the number of occupied moorings so that the Treasurer in conjunction with the House Committee can generate a budget and decide on a rate for the mooring fee.
- ii. Mooring fees are charged on the basis of the LOA of the occupying boat. This does NOT include bowsprits.
- iii. There is a minimum charge equivalent to the charge for a boat of 26ft LOA. This ensures that the actual costs to MYC of maintaining a mooring are covered.
- iv. Where an otherwise vacant mooring is let or sub-let mid season, the charge will be pro rated for the time remaining in the season, rounded up to the next full week.
- v. If a mooring space is available mid-season but the physical mooring stone has not been laid, then the member will pay the lesser of either (a) the full season's mooring fee, or (b) the sum of the pro-rated mooring fee for the remaining part of the season plus the mooring contractor's charge to the Club to lay, lift and service the mooring.
- vi. Once the HC has determined a mooring rate, the MO will calculate the applicable fees for each holder and notify holders as soon as possible - but ideally before January 1st each year. Mooring holders will have four weeks to make payment in full unless other arrangements have been agreed with the Club Treasurer. To avoid loss to the Club, late payment may be regarded as a reason to withdraw a members right to a mooring. Mooring fees may be paid by installments in a manner agreed by the House Committee to comply with Consumer Credit regulations.
- vii. Any mooring holder who has been permitted to moor a boat above the limits in (4.ii) will be invoiced for the new LOA and any additional costs from the mooring contractor incurred in strengthening the mooring.

6. Refunds

- i. Any mooring holder who fails to occupy or vacates their mooring mid season will only be entitled to a refund in the following circumstances:
 - If the Club is able to sub-let the mooring the mooring holder will be refunded the equivalent amount that the club receives from the sub-letting.
 - If the mooring is unsuitable for the vessel in a way that was not apparent based on the information provided to the mooring holder in the Mooring Agreement then a full refund will be made.
- ii. Important Note. If the mooring is unsuitable due to incorrect information being supplied by the vessel owner / mooring holder then no refund shall be due and the owner will be responsible for any consequent loss. Note that the mooring Agreement does specify draught limits for the Fundus area.

7. Timescales:

- i. The MO will administer the moorings according to the following timescales, as far as is reasonably possible and allowing for unforeseen circumstances:
 - By end of November, ascertain whether existing mooring holders wish to keep their mooring for the following year.
 - By mid December have gained House Committee approval for the mooring budget for the fore coming season.
 - By end of December have completed the process of offering available moorings to any member on the waiting list and received signed agreements accordingly.
 - By end of January have sent out all the invoices for mooring fees.
 - By end of February have notified all holders of their mooring location for the ensuring season and provided them with all relevant information.
 - By the end of March established a time-scale with the mooring contractor for the laying of the moorings.
 - After 1 Apr annually as soon as the moorings are ready for occupation (April 1st onwards) notify all mooring holders.
 - By September 14th sent reminders to all mooring holders regarding necessity to vacate moorings at the end of the season and have confirmed the lifting operation with the appointed mooring contractor.

8. Mooring Agreement (latest edition is posted on the Club Website)

(Version Control. Previous versions dated 1 Nov 2016, 1 January 2018).