



Terms and Conditions of Members Boat Parking

General conditions

1. Anyone who wishes to apply for boat parking must be a fully paid up member of Pembrokeshire Yacht Club.
2. All existing boat parking members must confirm the renewal of their boat parking agreement on an annual basis. The committee reserves the right from time to time to amend the terms and conditions of the boat parking annual agreement and retains the right at their discretion to refuse any application new or existing to have the provision of boat parking facilities.
3. No member or non-member has the right to park a boat in the compound of Pembrokeshire Yacht club without signing the declaration that they agree to the terms and conditions associated with parking of their boat or boats and equipment at Pembrokeshire Yacht club. These Terms and Conditions may be amended from time to time and will be published on the clubs' website.
4. Boat Parking Fees are valid from 1st October until 30th September of the following year. All invoices will be issued prior to 31st October each year. **Early payment will secure maximum vouchers (see conditions of Redeemable Voucher Scheme below)**. If payment has not been received in full by January 31st each year, then the club reserves the right to remove any boat and equipment from the compound.
5. Commercial Rates – Pembrokeshire Yacht Club is a recreational club and will give priority to members whose boats are for recreation only. The use of any boat on a commercial basis must be declared. Where the committee determine that a boat in the compound is being used on a commercial basis, they will seek a meeting with the owner to negotiate higher fees.
6. In the interest of the club, the Committee reserves the right to move any boat around the compound at any time, without notice to the owner. Although every attempt will be made to notify the owner should it become necessary.
7. Where an owner's insurance policy states that the boat must be clamped or locked, it is the owner's responsibility to **ensure that a key is made available to the Boat Parking Officer.**
8. On payment, or signing of the declaration, if the owner fails to comply with condition No. 7 and the clubs' committee needs to move any boat, the committee will exercise its right to remove the security device by whatever means necessary.
9. All boats must have adequate third-party liability insurance to a minimum value of £1 million.
10. Following the allocation of boat parking facilities, you will be allocated a boat parking identity number. In order that the Boat Parking Secretary, Committee and other members can identify you, the boat parking number/tag must be attached and displayed on the forward area of your trailer.
11. Following the allocation of boat parking facilities, **you will be allocated a permanent parking slot,** you are required to park your boat/trailer in your allocated place. If you have not been allocated a space, you may temporarily park you boat in any unmarked boat parking area as directed by the Boat Parking Officer. However, every attempt must be made to park in your allocated space every time.

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Conditions relating to abandoned boats trailers and equipment plus, un-paid fees.

12. Should a boat owner fail to re-apply or to pay all their boat parking fees, the club has the right to move the boat to any other part of the Clubs' premises without being liable for any loss of or damage to the boat howsoever caused, and without further recourse to the owner.
13. When dealing with abandoned boats, trailers and equipment, plus the recovery of unpaid fees, the Club will be guided by the RYA's model procedure, a copy of which may be obtained through the RYA.

the Club shall always have a lien over a members' or former members' boats, trailers and equipment parked on the Club's premises, in respect of all monies due to the Club. Whether in respect of arrears of subscription or facility fees. Where a Member is in arrears with the payment of monies owed to the Club by at least 6 months. The Club may in any event take possession and upon giving 1 months' notice in writing, to the Member or former Member at his last known address shown in the register of Members. Sell the boats, trailers and equipment and to deduct any monies due to the Club (whether by facility fees or arrears of subscription, from the net proceeds of sale, and before accounting for the balance (if any) to the Member or former Member.

14. Alternatively, any boats, trailers and equipment which, in the opinion of the Clubs' committee cannot be sold, may, upon such notice as aforesaid, be disposed of in any manner that the Clubs' committee may think fit. All the expenses will be recovered from the Member or former Member. Any arrears as aforesaid shall be deemed to be a debt owing to the Club by the Member or former Member.

Conditions relating to safety and storage.

15. It is a fundamental Health & Safety requirement that all boats, trailers/ Cradles and equipment are maintained and stored in the Clubs' compound by the boat owner in a '**Safe condition' and are always Suitable for Purpose.** The Clubs' Committee reserves the right to inspect and declare any item **Unsafe or Not Fit for Purpose.** Following such a decision, owners are required to take immediate action in agreement with the Club to make their boat/equipment safe and to the satisfaction of the clubs 'committee or their appointed surveyor. The Club's decision will be final.
16. If repair works are required on a boat, trailer/ Cradle or equipment, all necessary safeguards must be put in to place to protect other vessels / equipment in the compound. **When welding or grinding, screens must be put in place to contain all airborne debris.** Once work is complete all debris must be removed from the area.
17. If any of the conditions listed from 1 – 16 are not adhered to, a boat owner may be considered as acting in a way that is seen to be detrimental to the club. The committee may at any time terminate both membership and boat parking facilities from them, without refund. An owner will be given one week's notice in writing via recorded delivery. After this notice has expired, the committee will remove the said boat/trailer from the compound and inform the necessary authorities as to the boat's whereabouts, upon which legal action may then be taken against the owner.

The Reward Voucher Scheme

The maximum value of reward vouchers that members may receive is now £60:00 per year / per person.

You may use your reward vouchers to purchase any stock items that are sold at the bar [excluding prepared food], which may be consumed both on and off the premises. No voucher or part thereof may be exchanged for cash.

Vouchers will have a face Value of £5 each and will be valid until **31st August each year**. They are not transferrable.

No change will be given if the total expenditure does not match the value of the voucher(s) used. (I.e. If the total purchase made is valued at £4.50, and a £5.00 voucher is used, no change will be given.) However, cash can be added to the voucher(s) to meet any total value of expenditure.

To qualify for the maximum value of reward vouchers, you are required to pay your annual charge for your craft in 1 single payment by Direct Debit methods. You will have nothing further to do. The payment transaction will automatically take place on or just after 1st December each year.

Payment in full by any other recognised method on or before the 1st December will still be available to boat parking members. However, if you prefer not to use Direct Debit methods you will now only qualify for reward vouchers to the value of £30.00.

All other payments made after the 1st December will no longer qualify for any reward vouchers.