

# Ramor Water Sports Club

## Terms of Agreement

1. The following definitions shall apply **Owner** shall include the owner, partner, director, authorised agent, charterer or master of the craft. **Delivery** shall mean the placing of the craft in the hardstand area, on the hard standing or returning of the craft to the water. **Delivery date** shall mean the date the craft is placed on the hardstanding or the returning of the craft to the water.
2. Ramor Water Sports Club exercise ultimate control in all vessels and gear moved, berthed and otherwise managed and kept at the sole risk of the owner. Ramor Water Sports Club and our employees or agents accept no responsibility for loss, damage or delay occurring from any cause whatsoever. Owners are therefore strongly advised to make sure that their vessels and/or property are adequately insured against all risks. They should also ensure that they are themselves adequately insured against third party risks as they may be liable for damages caused by their vessel, themselves or their agents whilst in the marina or on the water. Copy of insurance must be submitted annually.
3. Subject to express agreement to the contrary, the delivery date quoted is given in good faith and is not guaranteed, but delivery shall be within a reasonable time of any date specified, bearing in mind all the circumstances of a particular case.
4. In the interest of safety and expediency, Ramor Water Sports Club reserve the right to move any vessel and/or its gear at our discretion.
5. All persons using Ramor Water Sports Club marina other than employees of Ramor Water Sports Club for whatever purpose and whether by invitation or otherwise, do so at their own risk.
6. No person other than employees of Ramor Water Sports Club or contractors of Ramor Water Sports Club may work on vessels in the yard unless otherwise agreed.
7. Any quotation for works is subject to acceptance within seven days of the date thereof.
8. Vessels stored in the hardstand area will be returned to the water at as near the end of the seasonal period as in our opinion water levels allow, weather conditions and available conditions permit and such sequence as to avoid moving other vessels for this purpose and also so as to make the most economical use of the facilities at our disposal.
9. In exceptional circumstances, if possible, a vessel may be moved from the hardstand area before the date requested when the owner pays in advance the cost of moving other vessels necessary and any other expense incurred. Agreement to these requests is at the discretion of Ramor Water Sports Club.
10. Winter storage in the shed or on the hard stand is deemed to be for a 5 month period from November 1<sup>st</sup> to the following April, is only permitted by prior agreement and may incur a fee.
11. Subject to any agreement to the contrary, Ramor Water Sports Club have the right to exercise a general lien upon any vessel and/or its gear and equipment whilst in the hardstand area until such time as any monies due to Ramor Water Sports Club from the owner in respect of such vessel and/or its gear whether on account of storage charges or other charges shall be paid.
12. If any storage charge shall remain unpaid for 12 months or more and after such notice in writing has been sent by registered post to the address set out overleaf, we shall have the right to sell any vessel or other property belonging to the owner in the hard stand area after 28 days of receipt of the registered letter. The proceeds of any such disposal will be applied in the first instance to discharging the costs of disposal and the outstanding account and balance if any to the owner.
13. Subject to express agreement to the contrary, all orders written or verbal are accepted on the understanding that the foregoing terms of business shall apply to each and every transaction.

14. Title of goods supplied, fitted or delivered by Ramor Water Sports Club will not pass until payment in full has been received by us.
15. Where an account is overdue, Ramor Water Sports Club reserve the right to lift the craft from the water and place it on the hard standing. The craft will only be released following payment of the account, including the cost of lifting, in full, by way of cash or bank draft.
16. Nobody is permitted to stay on board overnight whilst a craft is on the hard standing.
17. For safety and security reasons, Ramor Water Sports Club must be provided with a full set of keys for the craft, to this agreement which will be kept in our offices.
18. No heater shall be used on crafts in storage unless approved by Ramor Water Sports Club.
19. The owner shall at all times comply with the rules and regulations currently in use in the marina.
20. The owner shall at all times ensure that the vessel is kept clean, in good repair and in a seaworthy condition.
21. The owner shall seek the permission of the marina manager or club commodore to substitute their vessel for another vessel in their allocated berth.
22. The owner shall not do or permit anything in the marina which may cause a nuisance, annoyance or inconvenience to any licensee or adjoining property owners or users of Ramor Water Sports Club marina.
23. The vessel shall not be used as a permanent residence of the owner or any other person or use the vessel or the marina for any commercial purposes.
24. The owner will make good to the satisfaction of the marina manager and/or the commodore any damage or injury to the marina, or anything therein, which may be caused by any act or omission of the owner.
25. Marina operators shall have authority to board and enter upon vessel and move the vessel in the event of fire or any such hazard that would endanger life or property belonging to other users of the marina.
26.
  - a. Domestic sewage shall not be discharged into the marina by the owner or crew of the vessel
  - b. The owner or crew of any vessel, shall not pump into the marina, any bilge water or deleterious matter.
  - c. The owner or his/her associates are not permitted to climb on the access ramp or gate of the marina.
  - d. The owner or his/her associates shall hold strict supervision over children in their care.
  - e. The owner or his/her associates shall keep pets under strict control and scoop the poop to ensure safety and hygiene for all.
27. **I agree that in the event of unpaid berth fees, Ramor Water Sports Club have my permission to sell my boat and pay off whatever outstanding fees due and any and all costs incurred.**

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT.

Name: \_\_\_\_\_

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(print)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Boat name: \_\_\_\_\_

Boat Owner: \_\_\_\_\_

Boat type: \_\_\_\_\_

Boat Length: \_\_\_\_\_