

# Ramor Watersports 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.
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. 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. Any decision of the Committee in this regard is final
4. 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.
5. 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.
6. 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 or marina environs 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.
7. If any charge shall remain unpaid for 3 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.
8. Title of goods supplied, fitted or delivered by Ramor Water Sports Club will not pass until payment in full has been received by us.
9. Where an account is overdue, Ramor Water Sports Club reserve the right to lift the craft from the water and place it on any hard standing at any convenient location for the Club. 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.
10. Nobody is permitted to stay on board overnight whilst a craft is on the hard standing.
11. No heater shall be used on docked crafts unless approved by Ramor Water Sports Club.
12. The owner shall at all times comply with the rules and regulations currently in use in the marina.
13. The owner shall at all times ensure that the vessel is kept clean, in good repair and in a seaworthy condition.
14. The owner shall seek the permission of the marina manager or club commodore to substitute their vessel for another vessel in their allocated berth.
15. 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.
16. 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.

17. 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.
18. 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.
19. 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.
20. No vessel may be used for semi-permanent/permanent accommodation
21. The Committee may at their discretion refuse admission of certain vessels to the marina be it to comply with Planning Guidelines or for other reasons
22. All vessels shall carry sufficient & appropriate Personal Floatation Devices to meet the number of persons on board and their size
23. The occupancy of any vessel cannot exceed the designed occupancy of the individual vessel
24. All vessels are required to have Bow, Stern and Spring lines of marine grade rope and of sufficient thickness to suit the weight of the vessel
25. All vessels must have sufficient fenders appropriately sized for your vessel and fully pumped up
26. All vessels should carry a spare line of no less than 20 metres on board in the event another vessel requires assistance
27. All vessels must have an anchor with chain appropriately sized for the vessel
28. No member shall provide access to the marina to any persons not expressly members of the club or their direct family
29. No swimming is permitted in the marina environs
30. No fishing is permitted in the marina environs
31. Members may be asked to pay for power or water usage at a rate to be determined by the Committee
32. No leads, ropes or hoses are to be left trailing the marina walkways in an unsafe manner
33. No goods, property, waste etc is to be left anywhere on the marina
34. All boat owners are requested to carry a working VHF radio switched to channel 69. This to be used for purposeful communication only.
35. Any club gear borrowed by any person is to be returned in the condition it was given or replaced with new
36. The use of Club equipment may be restricted to those with appropriate training and/or abilities
37. **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: \_\_\_\_\_  
(print)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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