

# HAVANT SEA ANGLING CLUB

Harts Farm Way ,  
Bedhampton

## BOAT BERTH APPLICATION

I, \_\_\_\_\_, ( The Member) hereby apply to store my boat at **Havant Sea Angling Club** ("the Club") and have paid the boat storage fee to the Club together with my membership fee. I understand that the allocation of boat storage is at the discretion of the Club Committee. If my application for boat storage is unsuccessful and a Berth is not allocated, I agree to remove my boat should it be on the Club premises, and understand that the storage fee will be repaid to me in full.

Boat owner signature:

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### AGREEMENT

BETWEEN: Havant Sea Angling Club. ("the Club") AND: ("the Member")

Address 1	Address 2
Town	County
Postcode	Mobile No
Home No	Email

### Boat Details

Boat Class/Type		Hull Number	
Boat Name		Hull Colour	
Topsides colour		Overall length	
Draught		Beam	
Engine Type		Auxiliary	Yes / No
Engine Make/ ID		Engine ID	
Quayside Berth	Yes / No	Open Storage Berth	Yes / No

<b>Dingy</b>		Dingy Number / ID	
Dingy Name		Hull Colour	
Beam		Overall length	
Trailer		Shed Number	

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## The Club and Member agree:

1. From the date of signing of this agreement by or on behalf of the Club, the Club agrees to allow the Member to Berth the named boat ("the boat") and its associated equipment on the Club premises subject to payment by the member of the annual membership fee for each year by the due date and compliance with the other terms of this agreement.
2. The Member agrees to pay the annual membership fee by the due date and to be bound by the other terms and conditions of this agreement.
3. Payment of the membership fee entitles the Member to the use of a berth on the Club premises, as directed by an officer of the Club from time to time. The Club in its absolute discretion may allocate an alternate space at any time during the operation of this agreement without prior notification to the Member.
4. The Club will not be liable for any loss or damage to the boat including associated equipment while stored at the Club, and the boat remains on the Club premises at the sole risk of the Member.
5. The Member warrants to the Club that the boat and associated equipment are in a good & safe condition for storage at the Club premises. The member agrees to hold the Club harmless and to fully indemnify the Club for any loss, suit, claim or demand brought against the Club or any of its members or officials, that has resulted from the storage of the Member's boat and associated equipment, whether in negligence or otherwise.
6. The Member will name spars, sails engines and associated equipment so they can be easily identified.
7. The Member will cause the boat stored pursuant to this agreement to be actively attended.
8. The annual storage fee is payable in advance and is due at the beginning of the Club's financial year (that is, on 30th March in each year)
9. In the event that this agreement is terminated by either party for any reason, or if the boat is sold or removed from the Club premises, the Club (in its sole discretion) may determine whether to refund all or part of the boat storage fee paid by the Member.
- 10. The Club, in its sole discretion, may terminate this agreement immediately by written notice to the Member at his/her last notified address at any time for such reasons as the Club may determine, including but not limited to the following:**
  - **the storage fee remains unpaid for 3 months after the due date;**
  - **the boat is not actively used;**
  - **the boat is not actively attended; or**
  - **the Member is no longer a financial member of the Club.**
- 11. The Member shall remove the boat and its associated equipment from the Club within 30 days of the date of the notice of termination**
12. If the Club has terminated the agreement by notice in writing to the Member and the Member does not remove the boat including associated equipment from the Club premises within 30 days of the date of the notice of termination, the Member authorises the Club as his or her agent to sell or otherwise dispose of the boat and associated equipment and recover from any proceeds all costs associated with the removal, storage, sale or disposal of the boat and equipment ("costs"). Any proceeds of sale remaining after deduction of costs and monies owing by the Member to the Club, shall be remitted to the Member at the member's last known address. The Club may sell the boat and associated equipment pursuant to this provision in any way it deems appropriate, whether by private sale or public auction.
13. I agree that I hold an insurance policy with a public liability insurance coverage , and I will keep it current during the time the Boat is stored at the Club and I agree to make a copy of this policy available to the Club for storage in the club records
14. Spaces in the Boat yard  
Spaces in the Boat Yard are allocated on an annual Basis. Spaces will be allocated on the basis of application forms received,. All members should submit this form regardless of whether they were allocated a space in the previous season

Signed by Member: .....

Date: .....

## **HAVANT SEA ANGLING CLUB**

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*Please tick if you DO NOT wish to receive club information and updates by E-mail*

*Please tick if you DO NOT wish to receive club information and updates by text*

### Data Protection Act 1998

#### Consent Form

The information which you provide in this form and any other information obtained or provided during the course of your application for membership will be used solely for the purpose of processing your application (including payment processing) and if elected to membership, dealing with you as a member of Havant Sea Angling Club including creation of a membership record with member's contact details which will be available to all members. The data will not be shared with any third party for marketing or commercial purposes without firstly obtaining your explicit consent.

If you object to the inclusion of your details in a membership contact sheet please tick here \_\_\_\_\_]