



THE BOAT CLUB

SANDBANKS • LYMINGTON • OCEAN VILLAGE
COTÉ D'AZUR • MALLORCA

TERMS AND CONDITIONS

DEFINITIONS:

'Boat/s' means the boats owned by The Boat Club and available for use by the Member.

'Boating Session' means the use of a Boat as follows: March/April 09.00 to 16.00; May/June/July/August 09.00 to 19.00; September 09.00 to 17.00; October/November 09.00 to 16.00.

'Cruising Boundaries' means the range of use of each Boat from each Marina as notified to Members by The Boat Club from time to time.

'Excess' means the insurance excess of £1,500.

'Flagship Boat' means a superior class of Boat, details of which shall be notified to Members from time to time.

'Marina' means either Parkstone Bay Marina, Turks Lane, Poole BH14 8EW, Lyminster Berthon Marina or Ocean Village Marina, Southampton as appropriate.

'Member' means the person/s named on the application form for membership of The Boat Club who is then accepted as a member.

"Membership Fee" means the monthly membership fee.

'Membership Joining Fee' means the fee payable on joining The Boat Club.

'The Boat Club' being the trading name of Moonraker Yachts Limited whose registered office is at Parkstone Bay Marina, Turks Lane, Poole BH14 8EW.

'Skipper' means the person trained by The Boat Club to be in control of a Boat. Such person must have RYA PB Level II or an ICC qualification and completed Boat Club induction training.

1. ELIGIBILITY OF MEMBERSHIP

- 1.1 Potential Members must accurately complete The Boat Club application form. If it is subsequently discovered that inaccurate information was contained in the application form then The Boat Club retains the right to summarily cancel the membership at its absolute discretion. See paragraph 14.3(c) below.
- 1.2 The Application Form will be reviewed by The Boat Club and membership can be denied at the absolute discretion of The Boat Club.
- 1.3 Members and Skippers must be over the age of 21.
- 1.4 The Membership Joining Fee must be paid prior to Membership being confirmed.
- 1.5 Each Member agrees to comply with The Boat Club rules and The Boat Club reserves the right to cancel the membership at any time if rules are broken.
- 1.6 All Skippers must have RYA PB Level II or an ICC qualification to the satisfaction of The Boat Club and all Skippers must pass The Boat Club's relevant induction course for the location where the Boat is based, together with additional induction for larger or new Boats at the sole discretion of The Boat Club.

2. BENEFITS OF MEMBERSHIP

- 2.1 The Boat Club shall make available a Boat to each Member as described in paragraph 5.
- 2.2 This service shall be provided subject to weather conditions and the availability of Boat, for the avoidance of doubt, Winter maintenance of Boats will be carried out between 1st December and 28/29th February in each year and no Boats will be available during this period.



- 2.3 Members will be eligible (subject to availability) for a twenty per cent discount off advertised prices on; (a) all training courses provided by Harbour Sea School; and (b) all skippered charters offered by Parkstone Bay Yachts.
- 2.4 Qualified skippers are available for use on Boats at prices applicable at the time of hiring.
- 2.5 The Boat Club reserves the right to charge an additional fee for a Booking of Flagship Boats.

3. MEMBERSHIP FEE/PAYMENTS

- 3.1 Members agree to pay the Membership Fee. The amount of the Membership Fee will have been provided to them prior to membership and includes VAT. The Membership Fee will be reviewed from time to time and any changes will be notified to Members in accordance with clause 13.2.
- 3.2 Payments of the Membership Fee shall be made by Direct Debit on a monthly basis in advance, with the first such payment being made on the first day of the month following the month of joining. If there is any default on the payment of a Direct Debit instalment, Membership may be cancelled by The Boat Club. Members must give one full months' written notice of their intention to cancel their membership with such notice commencing on the first day of the month following the receipt of written notice.
- 3.3 Should payment of any invoice or Direct Debit be declined or is unpaid for any reason, The Boat Club reserves the right to suspend or cancel Membership until full payment is made.
- 3.4 All invoice queries must be raised within 14 days from the date of invoice.

4. TRAINING REQUIREMENTS FOR ALL SKIPPERS

- 4.1 Each Skipper must pass the induction course provided by The Boat Club for each Boat at the sole discretion of The Boat Club.
- 4.2 Royal Yacht Association Power Boat Level 2 certificate is required.
- 4.3 Skippers intending to use a Flagship Boat must pass a separate induction course which will be paid for by the Member or the Skipper as appropriate.

5. BOOKINGS

- 5.1 Boat Club Members are entitled to book one weekday Boating Session and one weekend Boating Session in advance.
- 5.2 Further such Boating Sessions can only be booked following the use of one of these Boating Sessions.
- 5.3 In addition, a Member may book Boating Sessions no later than 3pm the day before, subject to availability.
- 5.4 Members must book their Boating Sessions online.
- 5.5 Boating Sessions can be booked up to six months in advance unless otherwise agreed with The Boat Club.
- 5.6 The Boat Club will seek to ensure that all bookings are fulfilled, however, The Boat Club cannot accept responsibility when a Boat is not available for a booked Boating Session for any reason. Where possible another Boat will be made available, but if this is not possible The Boat Club will not be responsible for any compensation to a Member. In such an event an alternative Boating Session will be made available to the Member on a different date.
- 5.8 In the event that a Boating Session is cancelled by a Member on less than 48 hours' notice The Boat Club reserves the right to reduce the Member's advance booking entitlement and, if there are further cancellations The Boat Club reserves the right, at its absolute discretion, to cancel the Member's membership.
- 5.9 Booking fees for the use of a Boat may be charged at the discretion of The Boat Club.

6. COLLECTION OF A BOAT

- 6.1 The Boat will be supplied to the Skipper at the commencement of a Boating Session with a full tank of fuel.
- 6.2 Boats may not be taken out in the event of adverse weather conditions which includes, for the avoidance of doubt, air temperatures of less than 5 celsius.



- 6.3 The Boat Club has the right to refuse to hand over a Boat to any person who, in the opinion of The Boat Club is not in a suitable condition to Skipper a Boat.
- 6.4 Before departing from the Marina the Skipper must sign and satisfactorily complete the check-in procedure to confirm that the Skipper is satisfied with the working order, condition and inventory on the Boat and to confirm that the Skipper is responsible for the safety of the Boat and all persons on board at all times.
- 6.5 The Skipper is totally responsible for determining that the weather and harbour conditions are such that he can safely take the Boat from the Marina. In making this determination he will consider all factors including, but not limited to, the age and physical condition of his passengers.
- 6.6 The Skipper must ensure that he and his passengers are all wearing suitable clothing and footwear and the Skipper must wear the "kill cord" if fitted on the Boat.

7. RETURN OF A BOAT

- 7.1 The Boat must be returned to the Marina before the end of a Boating Session in a clean and tidy condition with a full tank of fuel. If the tank is not returned full, the Member will be invoiced for fuel used.
- 7.2 In the event that a Boat is not returned before the end of a Boating Session, The Boat Club will be entitled to levy a charge to the Member at rates that will be advised to Members in writing.
- 7.3 The Boat's handover log must be completed and details of any damage or incidents and the loss of any inventory items must be recorded in this log.
- 7.4 The Boat Club will calculate the amount of fuel (and the cost of such fuel) used during the Boating Session and the Member will pay The Boat Club this amount by debit card.

8. DAMAGE, BREAKDOWN AND ACCIDENTS

- 8.1 The Skipper is in charge of the Boat and is responsible for the safe navigation of the Boat and the safety of his passengers at all times.
- 8.2 All incidents which MAY result in an insurance claim must be reported to The Boat Club's insurers forthwith. Failure to do so may result in The Boat Club insurers refusing to provide indemnity under its policy. If such an incident occurs which is not reported to The Boat Club by the Skipper or Member and indemnity is subsequently refused, The Boat Club shall be entitled to recover the amount of any loss from the Member arising from the lack of reporting.
- 8.3 In the event of any accident or damage to the Boat, other craft, property or person/s the Skipper must obtain and record the name of any other craft and names and addresses of all parties involved. Where possible photographic evidence must be obtained. Under no circumstances must liability be admitted. The Skipper must notify The Boat Club immediately by telephone or radio with full details of the accident or incident including damage incurred. Immediately upon return to the Marina the Skipper must provide The Boat Club with a full written account of any incident, accident or damage of whatsoever nature no matter how trivial it may appear.
- 8.4 In the event of a breakdown the Skipper will have been provided with an emergency help line to call.
- 8.5 The cost of repairing any damage or whether an insurance claim has been made by The Boat Club in respect of such damage or incident with the consequent use of the Excess will be notified to the Member in writing and the Member will be invoiced for whichever is the higher of the amount of the repair cost or the Excess.

9. CONDITIONS OF USE

- 9.1 Smoking is not permitted on a Boat;
- 9.2 Pets are not permitted on a Boat unless specifically authorised by The Boat Club;
- 9.3 Boats must not be used to carry passengers or cargo for remuneration;
- 9.4 Boats must not be used for towing or water sports.
- 9.5 Boats must not be beached, run aground or moored on an unauthorised berth;
- 9.6 A Skipper may not use a Boat whilst under the influence of alcohol, drugs or any other substance that could impair the consciousness or ability to react;



- 9.7 Boats must not be used to take part in any race, speed testing or any other form of contest;
- 9.8 Boats must not be driven by any person other than an approved Skipper;
- 9.9 An approved Skipper must remain on the boat at all times whilst underway;
- 9.10 Lifejackets are provided and must be used by all passengers at all times whilst on the Boat;
- 9.11 Each Boat is clearly marked with the maximum number of persons to be taken on the Boat. Under no circumstances must this number be exceeded;
- 9.12 Each Boat must be treated with care and returned in a clean and tidy condition;
- 9.13 Boats must at all times be driven in a careful, skilful and safe manner;
- 9.14 The Cruising Boundaries for each of the Boats will be advised to a Member before each Member's first Boating Session with such Boat and under no circumstances may a Boat be used outside of its Cruising Boundaries.
- 9.15 Each Skipper must comply with all local regulations, speed limits and Bye Laws.
- 9.16 The Skipper is responsible for the behaviour and conduct of his passengers which must not be unruly or unsafe.
- 9.17 The Skipper is responsible for ensuring compliance with all local Health and Safety rules and requirements.

10. INSURANCE

- 10.1 The Boat Club has insurance coverage for the persons using the Boats with the permission of The Boat Club. This policy meets all applicable statutory requirements and protects The Boat Club and the Skipper against any legal claims from third parties for personal injury or material damage caused by the use of the Boat.
- 10.2 Members are responsible for the Excess in the event of an insurance claim. In the event that an Excess payment is due to The Boat Club it will not be possible for a Member to use a Boat until the Excess is paid.

11. PERSONAL PROPERTY

The Boat Club is not liable to the Member or any of his/her passengers for loss or damage to property taken onto or left in the Boat. Such property is entirely at the Members or passengers risk. The Boat Club's insurance does not cover the theft or damage of possessions or valuables from the Boat.

12. INDEMNITY/EXEMPTION

- 12.1 To the extent allowed by law, Members agree to indemnify and hold The Boat Club harmless against any claims in connection with their operation of a Boat, any damages suffered by, including without limitation, any fines and other consequences which are incurred as a result of the acts or omissions of the Member.
- 12.2 To the extent allowed by law, The Boat Club expressly disclaims any liability for damage or loss of any kind suffered by a Member or any third party, unless it has been proven that The Boat Club is at fault.
- 12.3 The Boat Club shall not be liable for any matters arising from any cause beyond The Boat Club's control or not due to The Boat Club's negligence or wilful default including, but not limited to, death or personal injury to a member or his/her guests, loss of or damage to personal property, non-fulfilment or interruption of a Boating Session or delays, breakdowns or non-availability of a Boat.

13. ENTIRE AGREEMENT

- 13.1 The entire agreement between the Member and The Boat Club is contained in this document which the Member confirms that he has read and accepts. No representations, terms, warranties or conditions expressed or implied shall be deemed to be or have been made or agreed or imported by reference to any other writing, advertisement or conversation. The Member acknowledges that no statement or representation that may have been made by, or on behalf of The Boat Club induced the Member to enter into this membership and that any such statements or representations do not form part of the contract. Any liability of The Boat Club and any remedy of the Member in respect of any such statement or representation is excluded.



13.2 Changes to this agreement or to fees and charges will be notified to a Member by The Boat Club by email and will be available on The Boat Club website. All such changes will be accepted by the Member.

14. CANCELLATION OF THIS AGREEMENT

Membership may be cancelled summarily by The Boat Club in the following circumstances:

- (a) A serious breach of The Boat Club rules. The decision as to whether such a breach has occurred will be made by The Boat Club whose decision will be final;
- (b) Non-payment of the Membership Fee or other amounts due to The Boat Club by the Member; or
- (c) If The Boat Club discovers that false information was included in the application form or if, in the opinion of The Boat Club, whose decision shall be final that the Member is no longer fit to Skipper a Boat.
- (d) Continued behaviour, which, in the opinion of The Boat Club, and whose decision is final, is unreasonable or dangerous.

15. DATA PROTECTION

- 15.1 Members agree to The Boat Club processing any personal information that they provide. Members also consent to The Boat Club maintaining this personal information for marketing purposes, statistical analysis and credit control.
- 15.2 The Boat Club will only provide Member's personal information to a third party for the specific purpose of improving service standards, recovering outstanding payments or in relation to insurance claims.
- 15.3 Members are entitled to view their personal information and to make any necessary amendments to ensure that the information is accurate.

16. LAW AND JURISDICTION

The agreement between The Boat Club and the Member shall be deemed to be made in England and shall be governed in all respects by English law. The Member shall submit to the exclusive jurisdiction of the English courts provided that The Boat Club may at it's option may bring any legal proceedings against the Member in the courts in any other country.

17. ASSIGNMENT

A Member shall not be entitled to assign or otherwise transfer any of the rights or obligations under this agreement of membership.