

Hayling Island Sailing Club Winter Lay-up Agreement 2023-24

This Winter Lay-up Agreement (the “**Agreement**”) is made between Hayling Island Sailing Club (here in after known as the “**Club**”), Sandy Point, Hayling Island, Hampshire, PO11 9SL

And (here in after known as “**Member**”)

Recitals

- A. For the payment of Winter Lay-up Fees, as determined from time to time by the **Club**, the **Club** offers to Lay-up boats over the winter period.
- B. The **Member** accepts and agrees to abide by the terms and conditions as laid down in this agreement.
- C. The **Member** confirms that he/she is the owner of the **Vessel** to be Laid-up.

1. Definitions:

- 1.1 **Club** – shall be Hayling Island Sailing Club.
- 1.2 **Member** – shall be a person in good standing with the Club at the date of this agreement and must remain so throughout the period of this agreement.
- 1.3 **Vessel** - shall be the boat as described in Schedule 1.
- 1.4 **Winter Season** – the period between 1st October 2023 and 31st March 2024.
- 1.5 **Recovery Period** – A period during which recovery of the vessel will take place and to be completed by 31st October except where recovery is delayed by extreme weather.

2. Conditions for Winter Lay-up Charges:

2.1 Agreement Period:

Notwithstanding the right to Lay-up for the period defined in 1.4 above, the **Member** will be expected to have the **Vessel** ready to launch by the 1st March 2024. The actual launch dates will be determined by the **Club** and advised to the member.

Any **Vessel** ashore beyond the agreed period may be dealt with by the **Club** in accordance with Club rule No 49.

Recovery will be unattended unless otherwise requested by the **Member** by selecting option 2 on page 4 within this winter lay-up agreement. The club will advise the member of the proposed attended recovery date prior to the start of lay-up. The dates of launch or recovery of a **Vessel** will be displayed on the written list held in the Club Office. Entries will be made on this list in response to the **Members** instruction. **All launches are to be attended by the member unless they have completed an unattended launch authority form and returned it to the office, prior to the scheduled launch date. Unattended launches are entirely at the owners own risk.**

- 2.2 **Renewal:** Renewal of this agreement at the end of the Winter Season is at the discretion of the **Club**.

2.3 Winter Lay-up Fees:

The **Member** will be required to pay the fees for recovery, launching and storage services used in connection with the **Vessel** while laid up in accordance with the charges detailed in

Schedule 2. Annual Lay-up fees become payable on 1st January each year. Lay-up fees must be paid in full by 1st January or paid by equal instalments over 12 months of the year by monthly direct debit to the Club.

The **Club** will not make any charge for commission for the sale by the **Member** of the **Vessel** if sold while on the Club premises.

The **Club** will not make any charge to the **Member** for any contractors brought in by the **Member** for any work on the **Vessel**, but require the Club Office to be advised in advance of the name of any unaccompanied contractor working on the Club premises and the period during which they will be present. If this is not done, contractors may be refused access to the **Vessel**. The **Club** will not be liable for any charges resulting from such refusal.

The **Club** requires notice of any request to hold the **Vessel** in the Slip Hoist for any length of time over the normal transport of the **Vessel**, for work on the **Vessel**, and a charge will be made for this at £69 per hour.

Electricity: Electricity may be supplied for the duration of Winter Season to vessels, using a meter, hired from the club, at the current rate. Alternatively, the Club will supply electricity each day for a daily charge. Only one complete ship to shore cable is permitted on a single run. Cables in more than one section or in poor condition will be removed.

Jet wash: The vessel will be Jet washed on recovery by the **Club**. This is included in the winter lay-up fee. There is no discount if this service is not required.

3. General:

- 3.1 The **Vessel** must have clear markings for the position of the lift hoist prior to lifting.
- 3.2 **Members** are requested to clear up and remove any waste materials created during maintenance and repair, and leave the site clean.
- 3.3 Any change to Club rules or bye-laws (which affect this agreement) made subsequent to the date of this agreement will apply 14 days after notice in writing has been sent to the **Member** at their address.
- 3.4 Members agree that the Vessel may be recovered during the recovery period without the member's attendance or further written approval unless otherwise requested by the member using the form below.
- 3.5 Members will provide their own cradles which may be stored at the club over the summer. HISC will assess the requirement for additional bow and stern props. HISC will purchase these and the cost of this will be charged to the Club member. The props will then become the property of the Club Member.

4. Insurance and Risk:

- 4.1 **Member's Risk:** Recovery, Launch and movement of the **Vessel** is at the Members risk.
- 4.2 **Club's Risk:** The **Club** and its employees accept no responsibility for loss or damage during the Winter Lay-up at the Club, unless such loss or damage was caused by, or resulted from, negligence by the **Club** or its employees or failure of the Club's equipment.
- 4.3 **Cradles:** All fixed fin keeled Vessels must be supported while ashore in a cradle. It is the members responsibility to provide a cradle for their vessel. Any cradle not able to be stacked at the end of the Winter Season must be removed from the Club site.
- 4.4 **Use of Cradles:** Once the **Vessel** has been placed in its cradle, the supports must not be moved without prior approval from the Marine Staff. The **Club** reserves the right to require that adjustment of the cradle is only carried out by Marine Staff.

- 4.5 **Trailers:** For any **Vessel** laid up on its own Trailer, which is subsequently immobilised, the **Member** must leave with the **Club** the means to mobilise the Trailer. Winter Storage Fees will be charged for LOA of Boat and Trailer.
- 4.6 **Movement on Site:** The **Club** reserves the right to move **Vessels** laid up, within the Club premises, for any reason, without giving notice to the **Member**.
- 4.7 **Insurance:** The Member warrants that the Vessel is insured against third party risks for at least the minimum sum recommended from time to time by the Club.

5. Health and Safety:

- 5.1 All work on **Vessels** laid up on **Club** premises must be carried out safely. Any work carried out by contractors must comply with the Health and Safety at Work Act.
- 5.2 **Dry-Sanding of antifoul** must not be undertaken without a completed and approved risk assessment from the marine team. In particular, sanding without adequate precautions to contain dust is not permitted.
- 5.3 **During the launch and recovery** of a Vessel members and the general public are required to keep a safe distance away from the vessel until told it is safe to approach. If in doubt about any procedure, reference should be made to the Club Manager.
- 5.4 **Ladders** are required to be securely locked to the vessel, cradle or trailer when not in use.
- 5.5 **Foresails** must be removed by the member prior to recover. The club reserves the right not to recover any vessel where the foresail has not been removed. 'Any foresails not removed may be removed by Marine Staff, at any time, for which the Member will be charged £100.'
- 5.6 **Cradles must** be fully maintained by the member. The **Club** accepts no responsibility for the maintenance or general condition of cradles supplied. The **Club** also accepts no responsibility for ensuring cradles supplied are suitable for the vessel being laid up.

6. Failure by Member to adhere to the Agreement conditions:

The Club reserves the right to withhold any Mooring Agreement, or future Winter Lay-up Facilities, should the member breach any of this Agreement.

SCHEDULE 1

Hayling Island Sailing Club Winter Lay-up Agreement

Winter Season 2023-24

Please select either of the following options:

- Option 1 – Unattended Recovery with Jet Wash and Attended/Unattended Launch* (Please indicate)
- Option 2 – Attended Recovery with Jet Wash and Attended/Unattended Launch* (Please indicate)

Unattended launch requires a completed and signed **Unattended Launch Authority Form submitted prior to scheduled launch date. Copies obtained from the office.*

Name of Vessel

Make and Model

Overall length: _____ Draft: _____ Displacement: _____ kg

Signed: *Sonnie Emenev*

Signed:

For and on behalf of Hayling Island Sailing Club

Print Name:

Print Name: SONNIE EMENEY

Date

Position: Marine Manager

Dated: 21/06/2023

Notes:

1. Please note that the boats are stored adjacent to sleeping accommodation, and all noise from frapping halyards is to be avoided. In some circumstances, the Marine Staff may have to board Vessels and secure noisy halyards, which will incur charges.
2. Please sign and return one copy to the Club by 1st September 2023.
3. One signed copy of this **Agreement** should be retained by the **Member**.

SCHEDULE 2

SUMMARY OF CRUISING CHARGES

HISC 2023-24

WINTER LAYUP FEES

Launch/recovery	£ 37/ m/each way
Storage ashore	£ 32/m/winter
Combined winter package	£ 95/m/winter
Boats on Trailers not exceeding 6 m	£323
Boats on Trailers over 6 m up to 8m	£473
Electricity Meter hire	£ 26.25
Electric units when used with a meter	at cost
Additional bow and/or stern prop	£105 per prop

Additional services available

Outboard storage in Shed annual fee	£16
Holding of boat in Lift hoist (with prior arrangement)	£69 /hour
Tractor for own trailer Launch / Recovery	£53 each way
Unserviceable cradles	£55 per hour