

# Boat Park Use - terms and conditions

## 1. Definitions

**1.1 “BYC”, “Our”, “Us”, “We”** – means Ballyholme Yacht Club, Seacliff Road, Bangor, BT20 5HT

**1.2 “Boat Park”** - means the recognised and existing boat storage area’s that lie within the general fenced area of BYC

**1.3 “Fees”** – means the fees levied by BYC as consideration for the licence granted to You herein. Fees will be determined annually by the Executive Committee of BYC.

**1.4 “Licence Period”** – generally will mean the period of 12 months, running consecutively from 1<sup>st</sup> April annually until 31<sup>st</sup> March, unless agreed otherwise between Us and You.

**1.5 “Sailing Boat”** – includes all craft whose primary use is associated with BYC (inclusive of a standard launching trolley or trailer associated with that boat type) and for the avoidance of doubt includes any motorised craft that We permit, from time to time, to be stored in Our Boat Park.

**1.6 “You”, “Your”** – means the owner of a Sailing Boat, according to Our records and the person who has requested a space in Our Boat Park.

## 2. These terms and conditions

**2.1 What these terms cover.** These are the terms and conditions on which we permit you to place and store your Sailing Boat and launching trolley in Our Boat Park at BYC.

**2.2 Why you should read them.** These terms tell You who We are, how You and We may change or end this licence, what to do if there is a problem and other important information. If You think that there is a mistake in these terms, please contact Us to discuss.

## 3. Our licence granted to you

**3.1** We give You permission, during the Licence Period, subject to payment (in full) of the Fees, to place and/or store your Sailing Boat in Our Boat Park in a position that We will determine and which We may change from time to time PROVIDED that You comply with the conditions contained herein.

**3.2** The Licence is subject to Your acceptance of these Terms and Conditions and payment of the Fees for the Licence Period.

## 4. Conditions

**4.1 Fees.** You will pay the Fees on the date demanded, in full without set off or deduction, (pro-rata if appropriate) and each year thereafter. In addition you will pay all present and future charges, assessments, outgoings and duties (if any) payable in respect of the Licence.

**4.2 Indemnities.** You will indemnify Us and keep Us indemnified from, and against, all costs and expenses We may properly incur in connection with all and every loss and damage incurred or sustained by Us as a consequence of Your breach of any of the terms of the Licence. This indemnity shall extend to and cover all costs and expenses We may incur in connection with any steps which We may, at Our absolute discretion, (but without being in any way obliged so to do) take to remedy any such breach and is without prejudice to any rights or remedies We may have in respect of any such breach.

**4.3 Insurance.** At Your own expense, for the duration of the Licence Period, you will have in place and maintain with an insurance office of repute, suitable insurance to cover against loss of or damage to Your Sailing Boat, property and effects and the property and effects of third parties; and against death, injury, loss or damage suffered by third parties or against any consequential loss suffered by them. You shall produce details of the insurance and sufficient evidence that the policies are/were in force during the Licence Period within 7 days of our request.

**4.4 Nuisance.** You will not do or permit to be done anything which is illegal, causes damage, or which may be or may become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Us, Our tenants, Our licensees or any owner or occupier of neighbouring property. Furthermore, you will not cause or suffer to be caused any litter, waste materials or otherwise whilst undertaking any maintenance or cleaning of your Sailing Boat and will, at all times, keep the area of your berth in a clean and tidy state. You are not permitted to leave any road trailer (or similar) temporarily or otherwise in the Boat Park without Our consent and payment of Fees.

**4.5 Notifying Us of any changes.** You undertake to notify BYC promptly and in writing of any change in your postal or email addresses, phone numbers or other contact details, names of the boat or changes in ownership (see 4.6 below). You can contact the BYC Office by email < [admin@ballyholme.com](mailto:admin@ballyholme.com) >

**4.6 Substitute Sailing Boat.** You will give us at least 7 days prior written notice of your intention to substitute another Sailing Boat for the registered Sailing Boat, provided always that We reserve the right to refuse to accept the substitution of any Sailing Boat.

**4.7 Moving the Sailing Boat.** You will permit Us to inspect and if necessary move the Sailing Boat, or any permitted substitute, to ensure compliance with these conditions, any statutory requirements and/or for the purpose of ensuring the safety

of the vessel, any person or property or when We host regional, national or international competitions. If Your Sailing Boat is required to be moved to facilitate an event organised or hosted by the Club, you will be notified (by means of the contact information provided by you) in a timely manner, to provide you with the opportunity to move it to an area designated by the Club or to remove it temporarily from the park. You also permit Us to remove Your Sailing Boat from the Boat Park in the event that you persistently breach these Terms and Conditions or are more than 28 days in arrears on Fees.

**4.8 Reimbursement of costs.** You will reimburse Our costs in taking action to secure the safety of the Sailing Boat or of any property imperilled by it. You will further reimburse Us for any statutory or other costs incurred by BYC in Your non-performance of these Terms and Conditions.

**4.9 Use of the Sailing Boat.** You will not use the Sailing Boat or the Boat Park for the purpose of camping, sleeping or overnight accommodation or in connection with the sale of any item including the vessel itself without Our prior consent.

**4.10 Disposal of refuse and waste.** Small refuse items *only* may be disposed of in the bins provided by BYC. You must remove all Your additional refuse from BYC. Items disposed of in BYC's recycling bins **must only** be those which are approved for recycling by Ards & North Down Borough Council. This particularly applies to the glass recycling bin – BYC is obliged to pay severe financial penalties in the event of its contamination with any non-glass materials. Any user in breach will be liable to reimburse BYC as per Clause 4.8 hereof.

Any engine oil and other organic waste must not be poured away to drainage within the Boat Park or BYC's drains in general. Used oil or fuel filters must not be placed in Our refuse bins; both used oil and filters must be stored safely and taken off the BYC site for environmentally appropriate disposal at the waste disposal facilities provided by Ards & North Down Borough Council. Used containers of paints, resins, and particularly antifouling materials must be stored safely and removed promptly from the Boat Park for environmentally appropriate disposal at the waste disposal facilities provided by Ards & North Down Borough Council.

**4.11 Use of amenities and services.** Water and electrical services are provided for Boat Park users. Those wishing to use a continuous electrical connection not exceeding 1kw to their boats may do so for battery chargers and dehumidifiers. Heaters connected to the electrical services must be thermostatically controlled and must not be used on an unattended basis. Any excessive use will be charged in addition to the Fees stated herein.

**4.12 Liability.** Use of the Boat Park is entirely at Your own risk. All damage or injury whatsoever and howsoever caused to You, or Your Sailing Boat, or any third party person or property will not be the liability of BYC or its employees or contractors.

## 5. Ending the licence

**5.1** We will be entitled to terminate this Licence immediately on giving You notice if any Fees (or part thereof) due and payable under this Licence has not been paid within 28 days of the due date, or agreeable arrangements made with the office for payment.

**5.2** Either We or You will be entitled to terminate this Licence by serving four weeks' written notice.

**5.3** We will be entitled to terminate this Licence immediately on giving you notice, in the event that You substantially fail to perform and observe all or any of the obligations on its part contained in this Licence.

**5.4** Upon this Licence coming to an end the Sailing Boat must be removed from the Boat Park. If the Sailing Boat remains in situ 28 days after the Licence ends We may sell or remove the vessel without further notifying You and use the sale proceeds to clear any balance of money You owe to Us under this Licence including the costs of sale. Once the sailing boat has been sold We will send You notification that the sale proceeds are being held on Your behalf and request Your instructions of where to send the balance of sale proceeds. If We do not receive instructions within 12 months, the sum will be forfeited to Us.

**5.5** Any termination of this Licence shall be without prejudice to any rights or remedies that either You or We may have accrued.

## 6. Other important terms

**6.1 Nobody else has any rights under this Licence.** This Licence is between You and Us. No other person shall have any rights to enforce any of its terms.

**6.2 If a court finds part of this Licence illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**6.3 Even if we delay in enforcing this Licence, we can still enforce it later.** If We do not insist immediately that You do anything You are required to do under these terms, or if we delay in taking steps against You in respect of your breaching the terms of this Licence, that will not mean that You do not have to do those things or prevent Us taking steps against You at a later date.

**6.4 Which laws apply to this Licence and where you may bring legal proceedings.** These terms are governed by Northern Irish laws and you can bring legal proceedings in respect of the services in the Northern Irish courts.