

REYC Moorings – Policy

The Moorings

1. The REYC Moorings on the River Medway are a Club asset and run to generate an income to support of the Club's Object.
2. The REYC has moorings at Chatham positioned in areas allocated by the Crown Estates and Medway Ports Authority to whom an annual FUNDUS rent is paid. They are managed by the local REYC Branch and available to Full, Associate and Honorary Members of the REYC. Other serving and civilian owners of yachts may apply for Membership in accordance with the Club Rules, which involves payment of an annual subscription. Additional charges for moorings are provided as economically as possible, to cover the following:
 - a. The maintenance of the moorings and pontoons.
 - b. Insurance of swinging moorings, pontoons, boats and equipment including indemnifying the Crown and Peel Ports against any possible damage to property.
 - c. Provision for the timely replacement on the mooring estate, especially pontoons.
 - d. Payment of the FUNDUS rent.
 - e. The REYC (Chatham) enjoys no special privileges over any other marina, club or association in River Medway and competes on equal terms with them for mooring areas. As a member of the Medway Users Association, the REYC negotiates with the CEC over the amount of FUNDUS to be paid.
 - f. Anchors, ground chains, risers, swivels, buoys strop and pick-up buoy are owned, serviced, replaced and insured by the REYC.
 - g. Access to moorings is via RSME Upnor mooring holders will, upon clearance, be issued a Security Pass.

Health and Safety

3. Mooring holders and their families and guests are responsible for their own health and safety. The REYC policy on wearing Lifejackets and Buoyancy Aids. Paragraphs 57 and 58 of the Club Rules set out the reporting of Incidents and Accidents. Interpreting Rules 57 and 58 in these cases might be a bit complicated because only the moorings themselves (rather than the actual yachts) are the Club's equipment. Any Incident that occurs on a mooring that might bring the Club into disrepute or affect the Club's liabilities should be dealt with under Rules 57 & 58. Examples include someone falling overboard or making a nuisance of themselves whilst on one of the moorings, or a yacht breaking free from a mooring. and causing damage to itself or other vessels. The REYC (Chatham) Branch Captain is responsible for reporting incidents to the Commodore and RC(Regions) especially incidents required by the Medway Ports Authority's Bylaws.

Conditions

4. Mooring holders are to read and comply with the Medway Ports Authority's Bylaws (See <https://www.peelports.com/media/1436/medway-ports-river-byelaws-19911.pdf>). For convenience the key points are summarised below.

5. **Provide proof of ownership.** You must specify on the application that you are the full, legal and beneficial owner of the vessel. Where there are co-owners REYC (Chatham) must be informed in writing who the owners are and what share they hold in the vessel. To qualify for a mooring there must be one REYC Member whose ownership share must be 51% or more of the vessel. If all the owners are REYC Member's the ownership can be divided into equal shares. Failing such agreement REYC (Chatham) will give the Berth Holder 14 days' notice to vacate their berth.

6. **Insurance.** An in-date insurance for the vessel, including a minimum of £3 million third party liability insurance must be maintained at all times. A copy of the Certificate of Insurance is to be submitted to the REYC(C) Mooring Manager.

7. **Management.** The Owner shall comply with all reasonable instructions given by the REYC (Chatham) Harbour Master in connection with all matters relating to the safe and efficient operation of the Moorings Estate. The Owner shall provide the REYC (Chatham) with their current correspondence address, email and telephone contact details and notify them promptly of any changes.

8. **Usage.** Owners, who do not use their vessel in any one year without notifying the REYC (Chatham) in writing of an acceptable reason, such as deployments, may be required to move to another berth or to remove the vessel from the moorings estate and relinquish their Berth Holder status. REYC (Chatham) Staff will undertake a formal review of boat usage throughout the year. Boats should be kept in a good condition with any dinghies, trailers or trolleys marked clearly with the boat's name. Boats should also be clearly named and must display the annually issued Medway Ports Authority Conservancy Disc clearly on the port quarter.

a. The Owner shall navigate and control the Boat at all times in a seamanlike manner so as not to cause danger, damage or inconvenience to any other person or boat and should not exceed his/her competency. In particular, the boat shall proceed at a speed that is safe in relation to prevailing conditions and shall at all times comply with a water speed limit of 5 knots near REYC moorings and harbour speed limits and all other Medway Ports Authority regulations.

b. The Owner is responsible for all guests, crew and family members. They will need to be signed in at the RSME Upnor.

c. REYC moorings are for private use only and may not be used to run a business or for any other commercial purpose, including hiring, charter, training, accommodation or social. Vessels on REYC moorings found to be run for business will be required to remove their boat from the berth within 14 days.

9. The REYC (Chatham) Mooring Manager shall have the right to board, enter, move, moor or re-berth any boat, equipment or property of the Owner within the REYC (Chatham) Mooring at any time for reasons of safety, security or emergency.

10. The authority to moor the craft shall lapse in the event of:

a. The Member ceasing to be the owner of the craft.

b. The Member notifying the Club in writing that he wishes to give up the mooring.

c. Upon termination of the Club's rights to the allocated mooring by any competent authority.

d. The member ceasing to be a member of the club.

e. The member failing to keep the craft and its associated gear in a tidy, safe and seaworthy state of repair.

11. The authority to moor may also be terminated by the Club immediately by notice in writing without any refund of the whole or part of the sum paid by the Member or . payment or compensation of any kind in the event of:

a. . The Member failing for a period of two months after demand in writing to pay any sums due from the members Club.

b. The craft, in the opinion of the committee of the club, being or likely to be a danger or nuisance to any other person or vessel in the mooring areas.

c. Following a breach by the member of the Rules of the Club or this Agreement.

12. **Vacation.** Berth holders are required to vacate the berth immediately if so, ordered by the Medway Ports Authority and to vacate the berth within one calendar month if so, ordered by the Chatham Branch Mooring Manager.

13. **Defects.** Defects of REYC moorings which might jeopardise the safety of the Moorings are to be reported to the REYC(Chatham) Mooring Manager.

14. **Environment.** The Owner shall ensure that the Boat is properly maintained in order to minimise the risk of damage to the environment and in particular from the risk of paint, fuel or oil spillages. The owner must immediately take all reasonably practicable steps to limit the spread of the pollutant and where appropriate warn other Berth Holders of the problem. REYC(Chatham) Mooring Manager is to be informed and for the more serious occurrences Medway Ports Authority will be advised. Suitable absorbents rather than chemicals or detergents are the preferred method to deal with any on board fuel or oil spillages. The costs associated with any clean-up operation may be charged to the owner.

a. No dangerous, inflammable, poisonous or noxious substances, spirits, oil or petrol or other inflammable fluid shall be brought onto the Moorings Estate or stored in the Boat except in properly secured containers expressly designed to contain such substances against leakage.

b. The Owner shall ensure that, if the boat is powered by an outboard engine(s), the Boat is equipped with a supply of absorbing material for use in the event of a spillage onboard. If the Boat is powered by an inboard engine, the Owner shall ensure that the Boat is fitted with internal arrangements such as drip trays, bulkheads, bilge water filters or such other equipment effective in preventing the escape of oil from the bilge into the sea. The Owner must not pump oil or oily bilge water from a Boat into the water of the River Medway.

c. The Owner undertakes and agrees that no refuse shall be thrown overboard or left on the Moorings Estate. Any hazardous waste resulting from work on any boat, gear must be disposed of in a safe and secure manner. It is strongly recommended that antifouling is not rubbed down whilst the boat is in the water.

d. No Parts of the boat, equipment, dinghies or ropes should be left untidy on the pontoons and all walkways should be clear of boating equipment.

15. **Gas.** The owner is responsible for conducting regular inspections of any gas appliances on the boat. It is recommended that an annual inspection is carried out by a qualified engineer.

16. **Keys.** Owners are strongly encouraged to deposit keys with the REYC(Chatham) Mooring Manager giving full access to the interior and lockers of the boat, including engine keys. These keys will be kept in a secure stowage and may be used by the REYC(Chatham) Mooring Manager to enter or to move a Boat if requested by the Owner or the Medway Ports Authority believes that it is necessary or desirable to do for safety or security reasons.
17. **Sailing.** Sailing (except in emergency) anywhere within the moorings area is strongly discouraged in order to reduce the risk of damage to other boats.
18. **Access to Upnor.** Access to Upnor is limited to those who have registered and had passes issued to allow members access to the REYC ISO container during normal working hours. Access out of hours and for family members must be pre-arranged at least 72 hrs in advance. For other Family members and pets can access the moorings at various points along the river. Members cars may not be left overnight on Upnor. Keys are to be returned to the Wainscott Guardroom. Keys are not to be taken on to the river.
19. **Working on Boats.** The Owner must ensure that any work carried out to a boat in the Mooring Estate is executed in a safe, workmanlike and tidy manner and does not cause a nuisance or annoyance to others, or damage to any boat, pontoons or the Upnor Depot. Tools and equipment must not be placed or left on and part of the moorings or Upnor Depot. The Owner must remove waste material after completing work on a Boat. Where appropriate the REYC(Chatham) will charge the Owner for any damage caused to the Moorings Estate or other Boats and for the removal of any waste.
20. **Diving.** Professional divers engaged for any purpose within the REYC Moorings must comply with the Diving at Work Regulations 1997 and must be authorised by the Medway Ports Authority.
21. **Nuisance.** The Owner shall not do or cause, suffer or permit to be done to the REYC Moorings any act or thing which does or may cause a nuisance, annoyance, damage or inconvenience to the REYC Moorings or any berth holders. The Owner further undertakes and agrees on his behalf of himself, family and any visitors using the Boat that they shall behave in a considerate manner and in such a way not to cause any nuisance, annoyance or inconvenience to the REYC Moorings or fellow berth holders.
22. **Animals.** Animals may only be brought onto REYC Moorings/MOD premises with the appropriate paperwork completed and pet pass issued. Dogs should be kept on a lead and all pets kept under close control. They should not be left unattended and not be permitted to cause a nuisance. Pets are not allowed into Upnor Depot.
23. **Vehicles and parking.** All vehicles are parked at owner's risk and must be identified by the appropriate car parking permit. Vehicles must be parked in designated areas and in line with advice from the RSME or REYC(Chatham) Mooring Manager. They should not cause an obstruction. Vehicles should have the relevant insurance, tax and MOT in place.
24. **Living on Board.** REYC moorings are not designed for owners to live onboard. REYC(Chatham) Mooring Manager can give advice on the maximum number of consecutive nights permitted.
25. **Photographs and video footage.** REYC retains the right from time to time to take photographs or video footage of the Estate for promotional purposes. RSME operates CCTV

surveillance for security and safety purposes in accordance with the relevant code of conduct and GDPR.

NOTES

1. On joining the REYC Moorings, new Berth Holders will be allocated a mooring that it remains fixed until re-located or notice is given to vacate the mooring.
2. Should you wish to vacate your allocated mooring please confirm in writing or by email to the REYC (Chatham) Branch Mooring Manager giving a minimum of one months' notice. You will be required to pay up to the end of the next month from the date the notice is received. During this period your mooring fee will be calculated on the twelfths' basis and any residue will be returned. In the event of a death of a Berth Holder, their spouse or executors will be allowed a reasonable period of time to remove the boat from the moorings if applicable.
3. Payment. The financial year runs from 1 January to 31 December. Berth Holders Payments are paid using electronic banking to the REYC Accountant.
4. Charges are based on the recorded boat's length overall. REYC (Chatham) reserves the right to measure all Boats to verify the LOA and this will include anchors, bowsprits, davits, dinghies, etc. The charges due under the Licence Agreement are payable irrespective of whether the berth is occupied or not. Mooring charges will be reviewed annually. The Owner, when permanently removing a Boat from the Mooring Estate shall ensure that all Berthing fees are paid in full.
5. Non-Payment. If mooring fees are not received within 30 days of falling due, a 5% levy per month will be applied until full payment is received. Should payment not be received within 3 months, REYC reserves the right to apply the Notice under Section 12 of the Law of Torts (Interference With Goods) Act 1977 to recover costs.
6. Security of boats. REYC (Chatham) regularly monitor the Moorings BUT the safety and security of the individual vessel ultimately remains the owner's responsibility. It is imperative to appoint a "Local Representative" if you live more than 40 miles away or are out of the area and leaving your vessel unattended. If you do not have a local representative, please advise REYC (Chatham) Mooring Manager. It is strongly recommended that mooring warps are of sufficient size and fitted with rubber snubbers to reduce chafe. A charge may be made if your vessel has to be re-secured.
7. If you are on a swinging mooring and intend to keep your vessel on the water over winter, please make sure the REYC (Chatham) Mooring Manager is informed.
8. Data Protection. Berth Holders details will be held in accordance with REYC's Privacy and Data Protection Policy and GDPR.

**Enclosure 1
To Annex ? REYC RULES
REYC Moorings Policy**

ROYAL ENGINEER YACHT CLUB

Mooring Manager REYC (Chatham) Chatham, Kent,

MOORING AGREEMENT 20XX-20XX SEASON

Please retain this document for your future use and guidance.

An agreement between the REYC and _____

Note: In this agreement "Club" and "REYC " REFER TO THE Royal Engineer Yacht Club

1. In consideration of the sum of £_____ now due to be paid by the member, the Club grants the Member authority to moor the yacht Mercian on Mooring ___ under the terms of the REYC Rules (including indemnity from any claims whether against the REYC or MOD) and the following paragraphs. You are strongly advised to notify your Insurance Company that your craft is moored entirely at your own risk.
2. The allocated mooring shall not be used for mooring any other craft than mentioned above and her tender, without the consent of the Mooring Manager REYC(C).
3. The Club, when called on by its Officers, Servants and Agents, may enter the craft at any time and take such steps as it may consider to be necessary to ensure compliance with the terms of this Agreement or to prevent damage to the craft or to any person or to any property or to any other vessel or property and may, for this purpose, move the craft to a place of safety without being liable for any loss or damage occasioned by or resulting from this action.
4. The authority to moor the craft shall lapse in the event of:
 - a. The Member ceasing to be the owner of the craft.
 - b. The Member notifying the Club in writing that he wishes to give up the mooring.
 - c. Upon termination of the Club's rights to the allocated mooring by any competent authority.
 - d. The member ceasing to be a member of the club.
 - e. The member failing to keep the craft and its associated gear in a tidy, safe and seaworthy state of repair.
5. The authority to moor may also be terminated by the Club immediately by notice in writing without any refund of the whole or part of the sum paid by the Member or . payment or compensation of any kind in the event of:

- a. The Member failing for a period of two months after demand in writing to pay any sums due from the members Club.
- b. The craft, in the opinion of the committee of the club, being or likely to be a danger or nuisance to any other person or vessel in the mooring areas.
- c. Following a breach by the member of the Rules of the Club or this Agreement.

6. The member shall remove the craft from the allocated mooring and yield up the mooring to the club on the 31st March the year following the date of this agreement or on the sooner determination of the authority to moor unless the authority shall have been extended for the year following, the fee for which shall be determined and advised by the Club.

7. The Member, the Member's Part Owner and /or Crew may not engage in any business, commercial or other activity for personal gain from the REYC(C) moorings other than when acting as an authorised contractor to the Club.

8. The Club will, as and when it considers it necessary, move and repair, replace or renew the ground and ancillary tackle of the mooring.

9. **Members Details:**

Name: REYC Membership No:

Home Address:

Post Code:

Home Tel: Mobile Tel:

Email:

Work Address:

Post Code:

Work Tel: Email:

Name of Boat: Colour of Hull:

Class/Type:

LOA in Metres: Draught in Metres: Beam in Metres:

Signed:
 On behalf of the REYC(C)
 Name:
Mooring Manager REYC(C)

Signed:
 Member:
 Name:
 (Block Capitals)

Dated:

Dated: