

EAST ANGLIAN CRUISING CLUB

APPLICATION FOR CLUB MOORING

Please complete and return this form to moorings@ea-cc.org or print for submission by post to: **Paul Stevens (EACC Moorings Officer) 1, Womack Cottages, Horsefen Road, Ludham, Gt. Yarmouth, Norfolk. NR29 5QG.**

Applicant's Name:

Address for communications:

Postcode:

Contact telephone numbers

Home:

Work:

Mobile:

email address:

Name of Vessel:

Type of Vessel (Yacht/Motor Cruiser):

Class/Description:

Overall length (feet and inches inc. bowsprit, boom overhang, outboard, as Condition 13):

Beam:

EACC Member: Yes/No:

If you are applying to be placed on the waiting list for a mooring, please just complete the section above and return it to the moorings officer.

If you have been offered a permanent mooring, a temporary mooring or mooring renewal and you wish to accept it please also complete the declaration below and make payment to East Anglian Cruising Club, Sort Code 20-53-06 Account No. 40345601. If payments are to be made by cheque, please make out to EACC and send to Mr Paul Markham (EACC Treasurer), Rose Farm, Stubb Road, Hickling, Norwich, NR12 0YS.

DECLARATION

- I wish to accept the mooring offered (*please indicate as appropriate*) **Yes/No:**
- I hold or will hold a current valid Certificate of Insurance covering the Vessel for the period 1 March to 31 December **Yes/No:**
- I hold or will hold a certificate for the Vessel under the Boat Safety Scheme valid for the period 1 March to 31 December **Yes/No:**
- I have made a BACS deposit or sent a cheque to the treasurer in the sum invoiced or £50 deposit if you are committing to a mooring renewal offered for the following season **Yes/No:**
(the balance will be invoiced in March)

I confirm that I have read, understood and undertake to comply at all relevant times with the EAST ANGLIAN CRUISING CLUB MOORINGS POLICY AND CONDITIONS.

Signed by the Applicant:

Date:

MOORINGS POLICY AND CONDITIONS

Background

EACC holds a renewable lease of the club site at Thurne for the purposes of providing a base for Club regattas and other events, moorings for seasonal use and as occasional temporary moorings by members and invited guests.

The Club is strictly bound by the terms of the above lease. Some terms relate to limitations concerning when and for what purposes the moorings may be used by the Club, the most relevant to members being that the moorings must be vacated and remain so from 31 December until 1 March each year.

The Club is authorised to sub-let the moorings to members of the club. The Club therefore does so at a fee determined by the Committee from year to year subject to the Policy and Conditions set out below.

Members should be aware that a breach of any the terms of the above Lease may render the Club unable to renew it or be subject of legal processes for repossession by its landlord.

The Moorings Policy

The following policy shall be read in conjunction with the Conditions that follow it and will be applied to the moorings on the Club premises and the annual allocation of berths to members who may apply to occupy them:

1. The allocated moorings available to members for use annually [the Moorings] shall be under the control of the Club Committee which shall appoint a Moorings Officer (who shall in its opinion be a suitably qualified person but not necessarily be a member of the Committee or Officer of the Club).
2. The annual rates at which the moorings shall be let to Club members shall be determined from time to time by the Committee, shall be notified to the Moorings Officer and published on the Club website and in the Conditions set out below not later than 30 November in each year. If no new rate is so set out then the rate shall be that charged in the year immediately preceding the relevant season, to which the rate of inflation as recorded by the September all items (excluding mortgage interest payments) CPI shall be added. In any event the rate payable for a berth by a non-member of the Club (see 3.1 below) shall be twice that of an equivalent member.
3. The Moorings Officer shall be responsible for the day-to-day management and letting of the moorings on behalf of the Committee and shall:
 - 3.1 Allocate berths to maximise use of the moorings and provide an income to the Club. Allocation of berths, unless otherwise directed by the Committee, shall be in the following order of precedence:
 - a) Members who have held a berth in the previous season and paid a deposit in accordance with the Conditions
 - b) Members who are on the Waiting List in order of joining the List
 - c) Other Club members who may apply
 - d) Non-members of the Club who may apply
 - 3.2 Maintain a Waiting List [the List] of members wishing to use a Club berth and allocate berths as far as is practicable in the order of their being posted on the List.
 - 3.3 When a mooring vacancy occurs the Moorings Officer shall notify the Committee accordingly and the name of the member waiting at the top of the List. A berth then may, provided that one of adequate length is available and at the entire discretion of the Committee, be offered to that member. ***See Condition 18***
 - 3.4 Consider that the Committee may in its absolute discretion determine whether circumstances have arisen in which any particular waiting member should be preferred above one higher up the List.

3.5 If an offer of a berth be made to a member and be declined, transfer the name of the member concerned to the bottom of the List. In the event of that member being offered, a berth for the second time, if it is again declined remove the member's name from the List.

3.6 Ensure that, with the assistance of the members and in particular of the berth holders from time to time, the Club premises are maintained in substantially good and tidy condition, that maintenance equipment provided by the Club is regularly serviced as required and organise work parties of members when required.

3.7 Satisfy themselves that valid insurance is held by the berth-holder for their vessel and that it will continue to be so for the entire period of occupation. A berth-holder shall if so requested by the Moorings Officer, provide within 14 days of such a request, evidence of relevant current insurance. [See Condition 2. below]

3.8 Provide an annual written report and statement of account detailing income received and expenditure incurred in connection with the management of the moorings. The report shall identify any relevant recommendations of the Moorings Officer regarding future major maintenance and be tabled at the last meeting of the Committee that precedes the Annual General Meeting of the Club.

The Conditions

The following Conditions shall govern the occupation and use of berths allocated to members and shall be strictly observed by all berth-holders.

1. Berth-holders shall regularly and diligently inspect their mooring and satisfy themselves as to its fitness for purpose. Any damage, wear, looseness or rot in mooring posts, quay-heading or bank, or other defect likely to detrimentally affect the safety or security of their vessel's mooring shall be reported to the Moorings Officer by email immediately.

For the avoidance of doubt, the management, safety and security of any vessel, its crew and equipment whilst on Club premises shall be the sole responsibility of the berth-holder. Berth-holders shall indemnify and hold the Club free from all and any liability for loss, damage, death or injury howsoever caused to the berth-holder, their vessel(s), guests, visitors (whether invited or not), or crew arising from use or occupation of the Club berths or premises.

2. All vessels moored on Club premises shall be appropriately insured. In particular but without limitation, such insurance, evidence of which may be required be produced to the Moorings Officer on request, shall provide cover for third party liability and damage caused to other craft and Club premises and equipment as a result of the vessel breaking or otherwise becoming free from its moorings. A declaration that such insurance is held shall be made on the annual mooring acceptance form. The Committee, through the Moorings Officer, may order the immediate removal from the moorings of any vessel for which in the opinion of the Committee insurance cover is either insufficient or inappropriate, in response to which order the berth holder shall do so.

3. All vessels using the moorings shall at all times hold a current Broads Authority licence, hold and produce to the Moorings Officer, as required, a current valid Certificate under the Boat Safety Scheme and shall comply with all relevant Environment Agency, Broads Authority and other local Bye-laws. Declaration that both such documents are held shall be made on the annual mooring acceptance form.

4. Berth-holders, their families and guests shall, while using the Club premises, avoid excessively noisy behaviour and conduct themselves in a manner that is not prejudicial nor likely to cause offence or nuisance to other Club members or to the public generally.

5. Vessels may not be kept on the Club premises before 1 March and must be removed on or before 31 December in any year. Any vessel remaining on site after 31 December may be removed without further notice by or on behalf of the Committee and disposed of at its discretion. The owner of the vessel shall pay on demand all costs incurred by the Club in effecting the removal and disposal of any offending craft.

6. The Committee reserves the right to move, remove or require the immediate or other movement or removal of any vessel using the moorings on grounds of safety or expedience.

7. All persons using the moorings shall extend care and consideration to the residents of Thurne village and the owners and licensees of the Lion Inn, especially in connection with vehicle parking and use of the slipway.
8. No work save for minor maintenance, running repairs or adjustments shall be undertaken to berth holder's vessels on the Club premises. All berth-holder's vessels shall be presented on Club moorings in clean, well maintained and in the opinion of the Moorings Officer in 'ship-shape' condition consistent with membership of a reputable sailing club.
9. All refuse shall be immediately removed from the Club premises.
10. No fires are permitted on the Club premises. Barbecues may however be used provided adequate measures are taken to prevent damage to the grass on the site or annoyance to other members or the public.
11. Berth holders who have previously held a berth and complied fully with these Conditions will receive an invitation to renew their letting for the following year. Invitations will be sent by email to the address last notified to the Hon. Membership Secretary and be despatched on or about 30 October. Berth-holders wishing to retain one for the following season shall so indicate in writing by completing an application form, which will be sent as a downloadable attachment to the invitation and lodging copies of the required documents together with a deposit of £50.00 payable to the Club with the Moorings Officer moorings@ea-cc.org not later than 30 November. No reminders will be sent and absent application by the due date it will be assumed that a berth is not required. For the avoidance of doubt an existing berth holder may be allocated a different berth in subsequent years for the purposes of maximising site efficiency.
12. Mooring fees at the appropriate rate (see below) less any deposit paid shall be payable in advance upon receipt of an invoice from the Club, and in any event not later than 31 March. Members shall note that save for overnight visiting on the site frontage or mooring on an otherwise allocated but known to be vacant berth for Club events, no vessel shall be moored on a Club berth unless it has been previously allocated by the Moorings Officer and the appropriate mooring fee has been paid.
13. Mooring fees shall be calculated at the rate per foot, or part thereof, of the vessel's overall length measured from forward to aft extremities which measurement shall include any bowsprit, pulpit, pushpit, engine, boom or other overhang and any reasonably adjudged additional length deemed necessary to accommodate and manoeuvre the vessel.
14. If having paid a deposit under Condition 11 a member to whom a berth is allocated fails to take it up, any deposit paid will be forfeit unless the berth is otherwise let.
15. Club moorings are generally let at rates more advantageous than those payable commercially for moorings of equivalent standard in the area and do not reflect the cost of servicing and maintaining the site. Berth-holders are therefore expected to make a meaningful and regular contribution to keeping the premises in good order by maintaining the area around their allocated berth tidy, assisting with general area grass cutting by signing on to the rota published on the Club website and joining work parties when called.
16. The Club will use its best endeavours to secure adequate depths of water on the moorings to ensure berth accessibility at all times and states of the tide. It cannot however guarantee that such conditions will always prevail and in the event a berth-holder experiences consistent problems with water depth their issues should be discussed with the Moorings Officer.
17. The Committee reserves the right to terminate without refund or refuse to renew use of a berth if in its opinion the conduct of the member to whom it is allocated has been contrary to these Conditions or is otherwise inappropriate or likely to be of annoyance to other members.
- 18 Use of an allocated berth is not transferrable without express consent of the Moorings Officer. If a berth-holder sells or otherwise disposes of their vessel, either to another member or to a party unconnected with the club, the Moorings Officer shall be so notified immediately by email and the vessel shall promptly be removed if the Moorings Officer so requires. If at that time there is an applicant on the Waiting List of members seeking a club mooring, the**

berth vacated by a transfer of ownership shall, if suitable for their vessel, be offered to a member heading or otherwise on the List.

For the avoidance of doubt, a current berth-holder shall not advertise or otherwise indicate to a potential buyer that their allocated, or any other berth will, or may be included in any disposal of the vessel. At the discretion of the club, it may offer the berth-holder a refund of rental pro rata for any remaining relevant unexpired period, if the berth can be re-let to a member heading or otherwise on the List.

This Policy and Conditions are effective from: 1st November 2025

Adopted by EACC Committee March 2015 (amended October 2025) For annual review

The Moorings Rate for the 2026 season 1 March to 31 December 2026 is £26.56 per foot or part thereof overall in accordance with Condition 13.