

**BRSC Boat Park Rules &
Power to Remove Property Policy**
Updated August 2023



Please Note: Berthing and storage spaces are allocated on an annual basis. Spaces will be allocated on the basis of application forms received. All members requiring berthing and/or storage should submit the berthing form regardless of whether they were allocated a space in the previous season.

1. The Bognor Regis Sailing Club shall not accept responsibility or liability for loss or damage to vessels or other property left at Club premises and no claim shall be made against the Club in respect of any such loss of damage.
2. All vessels in the ownership or under the control of Club Members that shall be brought on to the Club property shall carry third party insurance cover for a sum of not less than £3,000,000 or such other sums that shall from time to time be determined by the Committee.
3. Motor vehicles are only allowed to enter the boat park where absolutely necessary to stow or retrieve boat / trailers and must not be parked.
4. If at any time you sell or donate your craft, please inform the general committee
5. Members using Boat Park spaces will be expected to use their vessel for a minimum of 5 times a year. Boats and sailing vessels must be maintained well, not left to result in the vessel kept in an unsafe condition and not sailable. Failure to demonstrate to the Committee any of the above may result in the member being requested to remove the vessel from the Boat Park.
Should the said person fail to take such action, the General Committee may execute or authorise the necessary action themselves and the cost incurred in doing so shall be paid by the owner and / or such person in charge of the vessel to the Club on demand, and shall be recoverable by legal process and / or by sale as provided for in this Rule (**please see below for the *Power to Remove, Sell or Dispose of Boats and/or Trailers and/or other Property Policy***).
6. All boats and sailing equipment shall only be parked / stored in spaces paid for by the member requesting the space on the Berthing and Storage Fee form, including additional spaces for trailers not stored under vessels, and allocated and agreed by the Committee. It is the responsibility of the member paying for the storage space to ensure that the berthing/storage area is maintained to an acceptable standard.
7. If the Clubs storage is fully allocated, a waiting list held by the Rear Commodore Sailing will be established. Priority will be given to Members who have been waiting the longest, as long as they demonstrate frequent and regular use of their boats.
8. The Committee or any other Officers duly authorised, reserve the right to move any vessel, trailer, trolley, cradle or other equipment at any time in order to gain access or for any other reasonable purpose.
9. The Committee reserve the right to impound and / or move any Craft that is left in the boat park without fees being paid. The Committee reserve the right to recover unpaid fees by legal process and / or by sale of the Craft as provided for in this Rule and Policy

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below. A notice stating the date of impoundment and the period of time granted before the craft is removed / sold will be attached to the craft / storage space.

**BRSC Power to Remove, Sell or Dispose of Boats
and/or Trailers and/or other Property Policy**

In the case of an abandoned or unauthorised boat and/or trailer and/or other property (as defined below) the Committee may:-

(a) move the boat and/or trailer and/or other property to any part of the club premises without being liable for any loss or damage to the boat and/or trailer and/or other property howsoever caused;

(b) upon giving 1 months' notice require the member or former member to collect the boat and/or trailer and/or other property;

(c) upon giving three months' notice in writing by email and/or registered post to the member or former member at his/her last known address shown in the database of members, sell the boat and/or trailer and/or other property and deduct any monies due to the Club (whether arrears of subscription, facility fees, berthing fees or otherwise);

(d) if the boat and/or trailer and/or other property is unsaleable (in the reasonable opinion of the Committee), after giving notice in writing as aforesaid, dispose of the boat and/or trailer in any manner the Committee may think fit and deem the cost of doing and any arrears as aforesaid to be a debt owing to the club by the member or former member.

(e) the club reserves the right to charge storage for the boat and/or trailer and/or other property until such time as the owner collects the boat and/or trailer and/or other property or until notice has been served under clause (b) and (c) above.

PROVIDED THAT in each case that proper evidence is available to show that all reasonable steps have been taken by the Committee to trace a member or former member and that when and if the boat and/or trailer and/or other property is sold, the proceeds of sale (where these exceed the amount of any indebtedness by the member or former member to the club) shall be placed in a bank deposit account and retained against the eventuality of a claim by the owner (whether he be the said member or former member) for a period of six years.

The Committee shall be entitled to treat any of the following as an abandoned or unauthorised boat and/or trailer and/or other property:

(a) a boat and/or trailer and/or other property located otherwise than in its properly allocated space;

(b) a boat and/or trailer and/or other property that remains in the boat park/container/locker for more than one month after any date advised by the Committee by which boats and/or trailers and/or other property must be removed to allow for maintenance works of the boat park/container/locker or the end of the season date

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(where applicable); (c) a boat and/or trailer and/or other property which is the property of a member or former member which remains on club premises after any fees payable to the club by any member or former member (whether by way of arrears of subscription or facilities fees, dinghy park fees or otherwise) are more than one month in arrears;

(d) a boat and/or trailer and/or other property which is the property of a member or former member which overstays by more than a month following the termination of the storage agreement;

(e) a boat and/or trailer and/or other property which is the property of a former member which overstays by more than a month following the termination of their membership.

Lien on boats and/or trailers and/or other property

In addition to the powers set out above to move, sell or dispose of boats and/or trailers and/or other property, the club shall have a lien over members' or former members' boats and/or trailers and/or other property parked on the club's premises in respect of all monies due to the club, whether in respect of arrears of facilities fees or subscriptions or otherwise and shall be entitled to retain possession of the boat and/or trailer and/or other property until such time as all monies due to the club have been paid in full.

2023 Revisions

6. Addition of including trailer spaces on form as an additional space, for clarification to members.

(c) added email to method of contact

Previous version agreed at the 2016 AGM, and revised by the BRSC Committee in May 2019, and June 2022.

Latest version updated and agreed by the General Committee in August 2023