

RULES FOR INDIVIDUALS WHO WISH TO STORE THEIR DINGHY IN THE DINGHY PARK AT THE UPTON WARREN CENTRE

The Sailing Club (UWSC) is responsible for managing the allocation of spaces in the dinghy park on behalf of Aztec Adventure (Upton Warren Centre). An application may be made by completing the relevant sections of the UWSC membership form. The rental period is 1st April to 30th March the following year. Spaces are allocated annually, on the basis of payment received by the Membership Secretary of UWSC by 1st April. If spaces are oversubscribed, then priority will be given to individuals who will sail their boats regularly at the Centre. All monies collected go direct to Aztec Adventure.

The space is allocated to the member not the boat but the Membership Secretary must be informed if the boat stored in the allocated space is changed. If a member resigns from UWSC or WYSA then the storage agreement will terminate and he/she must remove their boat within one month of their date of resignation.

All owners must have boat insurance which includes Third Party Accident cover to the value of £1,000,000; this is a requirement for any boats being sailed at Upton Warren. All craft must comply with the spirit of the Class rules and be in a seaworthy condition. Boats judged not to be seaworthy by the Sailing Club Committee will not be accepted for storage.

All boats left in the dinghy park MUST be adequately tied down. All road trailers MUST be stored under the boat.

Neither Aztec Adventure nor the Club accept any responsibility for the loss or damage to equipment or craft left or used at Aztec Adventure (Upton Warren Centre).

Power to remove, sell or dispose of boats and/or trailers

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

- a) move the boat and/or trailer to any part of the Centre's premises, without being liable for any loss or damage to the boat and/or trailer however caused;
- b) upon giving 1 months' notice require the member or former member to collect the boat and/or trailer;
- c) upon giving three months' notice in writing by registered post to the owner at his/her last known address shown on his/her dinghy park application form or in the Sailing Club register of members, sell the boat and/or trailer and deduct any monies due to Aztec Adventure;
- d) if the boat and/or trailer is unsaleable (in the reasonable opinion of Aztec Adventure), after giving notice in writing as aforesaid, dispose of the boat and/or trailer in any manner Aztec Adventure may think fit and deem the cost of doing so and any arrears as aforesaid to be a debt owing to Aztec Adventure by the boat owner;
- e) Aztec Adventure reserves the right to charge storage for the boat and/or trailer until such time as the owner collects the boat and/or trailer or until notice has been served under clause (b) and (c) above.

PROVIDED THAT in each case proper evidence is available to show that all reasonable steps have been taken by Aztec Adventure to trace the owner and that when and if the boat and/or trailer is sold the proceeds of sale (where those exceed the indebtedness by the owner to Aztec Adventure) shall be placed in a bank deposit account and retained against the eventuality of a claim by the owner for a period of six years.

Aztec Adventure shall be entitled to treat any of the following as an abandoned or unauthorised boat and/or trailer:-

- a) a boat and/or trailer which remains on Aztec Adventure (Upton Warren Centre) premises after any fees payable are more than one month in arrears;
- b) a boat or trailer for which the owner has not submitted an application form and therefore not been allocated a dinghy park space;
- c) a boat and/or trailer located otherwise than in its properly allocated space;
- d) a boat and/or trailer which is the property of an UWSC / WYSA member or former member, which overstays by more than a month following the termination of the storage agreement.