Please Return completed form with Membership Renewal or to Dalgety Bay Sailing Club Ltd, The Wynd, Dalgety Bay, KY11 9SJ
FAO John Spruce (Moorings Rep)

Dalgety Bay Sailing Club Ltd. Annual Moorings Agreement 2018

This agreement is between Dalgety Bay Sailing Club Ltd (hereinafter called DBSC) and members of DBSC wishing to lay or continue to own a mooring in the area for which DBSC holds a Scottish Government Marine Licence and a Forth Ports Work Licence.

The Crown Estate owns the seabed below Mean Low Water Springs (MLWS) and DBSC has an agreement with them to administer moorings in a designated area (hereinafter called a deep water mooring) and collect annual fees on their behalf. The shore above MLWS is believed to be owned by Moray Estates and no annual fee has been collected for moorings above MLWS (hereinafter called a drying mooring) as no approach from the owner has ever been made for such payment. It is possible that a liability for payment of rights to lay a drying mooring, not previously collected, may arise.

1. The owner agrees to lay a mooring only in a position agreed by the Moorings Representative of DBSC and remove said mooring when the agreement ceases to be renewed.
2. The owner agrees to move the position of the mooring, or allow DBSC or other parties acting with DBSC's consent to relocate the mooring or bring ashore at any time that DBSC deems necessary.
3. DBSC will supply the owner of a deep water mooring with an individual mooring tag provided by The Crown Estate which should be attached to the mooring so that it is visible at all times.
4. This agreement shall come into force on the date the agreement is signed or the date the deep water mooring fee is paid, whichever is the later.
5. The owner agrees to pay by 31st March each year the appropriate deep water mooring fee to DBSC in the sum required by Crown Estate.
6. The owner of a mooring agrees DBSC can give The Crown Estate (for Deep Water moorings only) and Forth Ports their contact details.
7. The owner agrees to keep their mooring in a safe condition for the size of vessel to be moored.
8. The owner agrees to keep their vessel insured and to indemnify DBSC and the board of DBSC from time to time, from any claim by any third party or any other member of DBSC who may suffer injury or damage caused by the owner's vessel whilst moored or in the DBSC mooring area. See also DBSC rules 13.1-13.3
9. The owner agrees not to transfer their mooring to another person without the prior knowledge and consent of DBSC.
10. DBSC agrees to conduct any negotiations that may be necessary to maintain the authority to lay moorings as described above
11. This agreement can only be terminated by the owner by written agreement with DBSC and the return of any mooring tag to DBSC.
12. The owner shall be liable to pay the deep water mooring fee annually until this agreement is terminated regardless of the condition of the owners mooring. . Failure to pay annual mooring fee on time will result in the mooring being removed from the designated area, due to DBSC having an obligation under agreement with Crown Estates to remove moorings that are not paid for. Any associated cost incurred removing a mooring will be charged back to the owner.
13. This Agreement for moorings shall come to an end if the DBSC agreement with The Crown Estate, Forth Ports or the Marine Licence comes to an end.
14. DBSC agrees not to apply the above rules and clauses in an unreasonable manner.

Name of Owner ……Membership No: **……..**

Name of Vessel ……

Delete as appropriate *

Do you have a Crown Mooring tag or is it lost? ***Still have / Lost**
(New Tags will be issued to Deep Water mooring owners without one.)

a) *I require a mooring for 2018 and certify that:

-) The mooring has been/will be inspected by a competent person for this season.
-) My vessel is insured to at least third-party liability as per DBSC rule 13.1
-) I have paid the fee of £40 to DBSC Ltd by * **Cheque/Bank Transfer/At Bar**

b) *I no longer require a mooring and will remove it from the seabed by 30/4/2018

Signature …… Date **……/……/2018**
(Mooring Owner)