



# TERMS & CONDITIONS

## Northshore Boat Club

Boat Club Trafalgar Ltd  
Part of The Trafalgar Group

**NORTHSHORE**

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Northshore Boatyard  
Itchenor, Chichester  
PO20 7AY

PART OF THE TRAFALGAR GROUP

## **RULES AND REGULATIONS**

Member agrees to comply with these Rules and Regulations as a condition of membership of NBC

### **DEFINITIONS:**

<b>NBC</b>	Northshore Boat Club a separate division of Boat Club Trafalgar Ltd whose office is at Trafalgar Wharf Portchester (BCTL) Hampshire and is based and operates from the Location
<b>Location</b>	Northshore Boat Yard Itchenor West Sussex, PO20 7AY
<b>Boat</b>	A motor powered boat supplied for the use of Members, by NBC
<b>Membership Contract</b>	A contract entered into between the Member and NBCL conferring Membership Right
<b>Member</b>	A person who has entered into a Membership Contract
<b>Membership Rights</b>	The right to use hire a Boat, paddle board and kayak subject to the Rules and Regulations set out herein
<b>Membership Fee</b>	The annual fee plus VAT payable to become a Member of NBC as published on the web site and reviewed annually
<b>Deposit</b>	A deposit sum to be paid upon becoming a Member to be held against Damage to a Boat and all other sums owed by the member to NBC
<b>Web Site</b>	The BCTL Web Site under the title Northshore boatyard-boat yard and services and boat club in Chichester harbour
<b>Session</b>	A period between 9.00 and 1.00 and 1.30 and 5.30 daily, or, such other timings as BCTL publishes on the Web Site from time to time.
<b>Rules and Regulations</b>	The rules and regulations set out herein and as published on the Web Site from time to time
<b>Insurance:</b>	A commercial policy of insurance in the name of BCTL covering the risks and exclusions as published on the Web Site and updated as required under which Members have benefits whilst using a Boat, paddle board and kayak for permitted use in accordance with these Rules and Regulations.
<b>Fuel Procedure Document</b>	The Document setting out the procedure for refueling the boats as amended from time to time.

## **MEMBERSHIP CRITERIA OF NBC:**

### **A MEMBER**

- must be a minimum of 25 years of age
- must have signed a Membership Application Form
- must hold an RYA Level II Powerboat Certificate
- must have successfully completed the new member induction course
- must pay the Damage Deposit
- must pay in advance the monthly fee to NBC

### **APPLICATION FOR MEMBERSHIP:**

- (1): An applicant for membership of NBC must complete a membership application form, and agree to be bound by, and comply with, these Rules and Regulations.
- (2): An Applicant may be accepted for membership if the applicant satisfies the Membership Criteria.
- (3): an applicant for membership which does not satisfy the Membership Criteria may be given conditional membership, which does not confer any Membership Rights. The applicant will become a full Member upon compliance with the Membership Criteria.

### **MEMBERSHIP RIGHTS:**

- (1): A Member has the right to use a Boat for a Session provided that:
  - (a): There is a Boat available for the Session; and
  - (b): The Damage Deposit and monthly membership fee are paid and the monthly Membership Fee is in credit.
  - (c): The Member continues to comply with the Membership Criteria.
  - (d): There is no damage, accident or competence issues outstanding against the Member.
- (2): A Member may book an unlimited number of Sessions each Membership Year subject to only being able to book up to four sessions at a time in an online booking. Once a Session has been used, the Member may book another Session.
- (3): A Member must comply with these Rules and Regulations and as may be updated and varied from time to time on the NBC Web Site. In the event of any conflict between the terms set out herein and the terms set out in the Web Site, the terms set out herein shall prevail.
- (4): The Member shall be allowed to permit guests to be passengers on the Boat as long as the total number of occupants of the Boat (including the Member) does not exceed any limit specified by NBC.
- (5): NBC does not provide training or advice in the use of paddle boards and kayaks which can only be used in Chichester Harbour

- (6): Membership will automatically renew unless the Member gives not less than thirty days notice in writing to NBC. Any Member found to be in breach of the Membership Rights by engaging in unauthorized commercial activities using NBC vessels will be subject to immediate membership review, which may result in suspension or termination of Membership Rights.

#### **CONDITIONS APPLICABLE TO USE A BOAT PADDLE BOARD AND KAYAK BY A MEMBER**

- (1): A Member's account with NBC must be in credit sufficient to cover the Membership Fee. A Member must be in compliance with all terms of the Rules and Regulations.
- (2): Operation of a Boat Paddle Board and Kayak while under the influence of alcohol or any other drug is strictly prohibited. It may result in serious injury to others and damage to the boat or to other boats.
- (3): All passengers must remain in their seat while the boat is in motion.
- (4): Life jackets must be worn whilst on the Pontoon and Boats and kill cords must be worn whilst the boat is under way.
- (5): The Member must use the Boat Paddle Board and Kayak in a safe and responsible manner and must not recklessly or deliberately cause any damage to it.
- (6): The Member must prohibit and prevent any person from using, transporting or possessing any illegal drug or other illegal substance while in the possession of and/or while on board any of the Boats.
- (7): The Member must utilize, operate and control the Boat and related equipment in a reasonable, safe, and prudent manner.
- (8): The Member must not to use the Boat for any commercial purpose.
- (9): The Member must not remove the Boat from the water or allow or permit it to be removed.
- (10): The Member must not remove engine cowlings or covering of electric components.
- (11): Smoking is prohibited on the Boat.
- (12): Member is responsible for all berthing, harbour and other fees incurred while away from the Location.
- (13): A Boat must be operated in accordance with maritime and harbour regulations at all times.
- (14): The Member is responsible for carrying out the checks required by NBC in accordance with the check out list provided by NBC before the Boat goes to sea, which is to be signed off by the Member. For its part, NBC is responsible for ensuring all Boats are professionally maintained and repaired by approved marine technicians and that each vessel is thoroughly cleaned and inspected by NBC prior to use.
- (15): Only if a member has a valid Ski Boat Driver Level 2 certificate can a club boat be used for towing other people for water sports, including water skiing and wake boarding, .
- (16): Boats may not be used for towing other boats.
- (17): Failure to use Boats shall not relieve a Member of any liability for payments due to NBC
- (18): If a Boat is available 24 hrs before a reservation time a member may phone and book it (subject to availability) even if they have currently used all their reservations.
- (18): The Members will fuel the boat in accordance with the Fuel Procedure Document and Fuel will be charged to the Member's account as reflected on the reserved boat's flow meter reading upon return to the NBC . The Member must ensure that there is sufficient fuel in the tank prior to commencing use as part of the check out procedure.
- (19): The use of the Boat will commence at the Location and the Boat must be returned to the Location.

- (20): BCTL will maintain the Insurance, which will cover a Member using a Boat paddle board and kayak for the permitted use in accordance with the terms of this Agreement, from the time that the Boat session commences at the Location until the Boat is returned to the Location, including the time of its proper check in to NBC.
  - (21): A member shall have unlimited use of NBC boats on an as-available basis during the Membership Year only. NBC also retains the right to close a location on certain days due to inclement weather.
  - (22): Reservations anytime through NBC online booking system. NBC reserves the right to substitute, alter, or cancel Boats that are reserved or scheduled by a Member. If you anticipate arriving at the Location later than your scheduled reservation time, you must call the NBC and alert them to your delayed arrival. If you fail to provide timely notification your reservation may be assigned to another member. Failure to cancel your reservation will result in a £25.00 processing fee.
  - (23): Overnight reservations. Night time operation of a Boat is prohibited. All Boats must be secure at a Marina from sunset until sunrise.
  - (24): Boat usage privileges. Before and after boating, a Member must complete the Check Out procedure. Members are expected to return the Boat to the Location by either 13:00 or 17:30 unless other arrangements have been previously made through the main office. Boat return times may be extended to sunset, subject to BCTL approval and agreement only. The member is responsible for compliance with BCTL extended return procedures.
  - (25): A Member is prohibited from taking a Boat beyond an area East of East West Wittering beach and West of Hurst Castle. Fishing is not permitted on all boats without the prior written approval.
  - (26): The Member is responsible for returning the Boat in the same condition as when the boat left the Location.
  - (27) The Member is responsible for:
    - (a) Using their best endeavours to keep the Boat in good condition and free of damage throughout the Session; and
    - (b) Without prejudice and subject to the Insurance cover available, to the extent that the Member operates the Boat in breach of these Rules and Regulations the Member is responsible for any loss or damage to the Boat and accessory equipment from the time that the Boat session commences at the Location until the Boat is returned to the Location, including the time of its proper check in to NBC save to the extent that the loss or damage is otherwise recoverable under the Insurance, in which case the Member's liability shall be limited up to a maximum of £2,000 (being £1000 in respect of the balance of the excess payable under the Insurance and the £1000 damage deposit).
  - (28): At no time shall the member allow anyone other than a Member to operate the Boat. The Member is liable for any uninsured damage and losses. The Member shall not admit liability for any third party damage.
  - (29): If alcohol / drugs on the part of the Member or any passenger on the Boat are contributing factors in an accident a Member is fully responsible for all costs, claims and damages arising out of the accident to the extent to which the Insurance in place does not cover the accident.
  - (30): Any damage that occurs while a Boat is in a Member's possession will be noted and charged to the Member at check-in. Some damage, particularly damage to the engine (i.e. caused by entangling the prop in rope or fishing line, running the engine at high rpm after a problem occurs, etc.), may not be noticed at the time of check-in. If damage is discovered after check-in, but in any event within 7 days of check-in, and NBC deems the Member to be responsible, the Member will be billed for the *\*full* cost incurred by NBC in repairing the Boat to the same condition as originally delivered to a Member. At NBC's sole discretion, a member may be denied boat usage until payment is received for any damage to a Boat. NBC may require the member to attend a meeting to discuss the damage, and NBC, at its sole discretion, may take any action deemed necessary, including suspension or termination of Membership.
- \* Maximum Damage liability to member where the damage is covered by insurance is £2,000 which includes £1000 damage deposit.*
- (31): Towing. NBC shall have in place at all times a policy of marine breakdown and recovery cover with

*Seastart* for use by the Member. In the case of a Boat ceasing to operate NBC will be responsible for reasonable towing charges subject to the Member first using all reasonable endeavours to contact NBC for approval. If the breakdown arises as a result of the Member's recklessness, incompetence or fault (i.e. soft grounding vs. hard or low-tide grounding) the Member will be solely responsible for towing costs.

- (32) Injury and damage to property. A Member recognizes that the operation of a Boat is a specialized activity that requires training and experience and has both obvious and non-obvious dangers associated with it. A Member acknowledges that many such dangers produce risk of injury to a Member, a Member's passengers, and the public in general regardless of the training and experience of the operator of the Boat and regardless of the proper maintenance and condition of the Boat. Accordingly, (without prejudice to and subject to the Insurance in place which shall be available) a Member accepts responsibility at all times for the safety of all persons and property on board the Boat, and all persons who may come in contact with the Boat, including a Member, a Member's passengers and the public in general whilst the Member is operating (piloting) the Boat.
- (33): A Member acknowledges that NBC's insurance coverage is only while the Member is on board and in charge and control of the boats and does not apply if any non-member is operating a NBC insured Boat during an accident. Without prejudice to, and subject to the Insurance in place and to the extent to which it is not an insured event and the Member has been notified in advance that it has been excluded, a Member agrees to release, indemnify, defend and hold NBC, its officers, directors, employees and agents harmless from and against all claims, loss, damage, expense (including reasonable attorney's fees and costs and expenses of litigation) for injury or loss including bodily injury, death, property damage or other loss of any kind or nature whether known or unknown, foreseen or unforeseen, patent or latent arising from or relating to the use or operation of a Boat in breach of the Rules and Regulations and in this regard a Member further understands and acknowledges that (without prejudice to, and subject to the Insurance in place and to the extent to which it is not an insured event and that the Member has been notified in advance that it has been excluded) NBC is not responsible for death, injury or property loss or damages resulting from or arising out of:
- (a): The acts or omissions of any third parties or,
- (b): A Member's operation of the Boat and related water sport activities, including without limitation, swimming, diving and snorkelling and the Member shall hold BCTL harmless and shall indemnify NBC against any claims by any persons arising from such water sport activities.
- (34): Status. A member's rights are for the prepaid use of NBC Boats only, and nothing contained in this Agreement is intended or shall be construed as creating any rights of ownership, legal or equitable, in any of the boats or in BCTL, its stock or assets.
- (35): Compliance with laws and ordinances. A Member shall comply with all applicable governmental laws, ordinances, orders, and regulations now in force or which may hereafter be in force insofar as they pertain to the use, operation and utilization of boats. A Member shall also comply with all requirements of any insurance companies providing Insurance for NBC and the rules and regulations of any marina or other docking facility in which NBC Boats are located.
- (36): Limitations on warranties and liability. NBC makes no representations or warranties, express or implied, except those included in this Agreement or on the Web Site from time to time. A Member acknowledges that all representations or warranties as to the qualities, capacity, or other attributes of a Boat, the use of which will be furnished to a Member pursuant to this Agreement and any such representations or warranties which may be made or upon which a Member may rely are exclusively those of the manufacturers of said equipment. Without prejudice and subject to the availability of the comprehensive policy of Insurance in place, to the extent possible, NBC shall not be responsible or liable at any time for loss or damage to personal property brought by a Member, or any of a Member's family, guests, invitees, or third party aboard NBC boats used by a Member or be responsible or liable to a Member for any defect, latent, or other defects of any type or nature in any Boat or any equipment, appliances, or apparatus utilized in connection with such Boat, nor be responsible or liable for any injury or damage caused by or resulting from any defect, act, or omission in the construction or maintenance of any Boat, or any equipment, fixtures, appliances, or apparatus utilized in connection with such Boat.
- (37): Force Majeure. NBC shall be excused from performance, or any delays in performance hereunder, due to fire, flood, earthquakes, hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labour disputes, epidemic, pandemic, lack of or failure of fork-lift or transportation facilities, mechanical breakdowns, any law, order, proclamation, regulation or ordinance of any government or subdivision thereof, or for any other

cause whether similar or dissimilar to those enumerated, beyond the reasonable control of NBC.

- (38): Arbitration. If any dispute arises out of the interpretation of these Rules and Regulations it shall be referred to an arbitrator (to be appointed by the NBC and the Member jointly or, in default of agreement, as appointed by the Chartered Institute of Arbitrators) and the arbitration shall be carried out in accordance with the provisions of the Arbitration Act 1996.

#### **INSURANCE:**

- (1): BCTL maintains the Insurance on an annual basis under which BCTL and NBC is the insured.
- (2): A summary of the risks covered and exclusions is published on the Web Site and will be updated and notified to the Member whenever there is any change to them.
- (3): Members fully benefit from the terms of the Insurance, subject to the terms of the Insurance.
- (4): The Insurance will cover the use and operation of the Boat by the Member personally and any liability that the Member may have to the Member's guests and liability to any third parties, when the Boat is being used from the time that the Boat session commences at the Location until the Boat is returned to the Location, including the time of its proper check in to BCTL.
- (5): Should an incident occur the Member will:
  - (a): immediately make a full written report of it to NBC; and
  - (b): Use best endeavours to obtain a full written report from all passengers on the Boat; and
  - (c): During the progress of a claim being processed by NBC provide all such additional information, statements and cooperated by giving evidence in any Court proceedings that may be pursued.
- (6): Members acknowledge that they have no right to pursue claims under the Insurance and that it is for NBC as the insured to process all claims.
- (7) NBC agrees to fully pursue any claim and further agrees to take all steps that may be necessary to assist the Member, arising out of an insured risk / event on behalf of the Member.
- (8): To the extent that any loss or damage is caused by the Member operating the Boat in breach of these Rules and Regulations and on the basis that NBC has fully complied with its obligations under the terms of the Insurance in place covering the use of the Boat by the Member, Members agree to indemnify NBC against all claims for loss, damage or injury to boats or persons in the event that such claims are excluded from cover under the Insurance.

#### **DEFAULT:**

Any of the following shall constitute an event of default ("Default") with respect to this Agreement:

- (1) Any failure by a Member to pay when due the full amount of any deferred payment under obligation, debt instalment, or other charge hereunder; or
- (2) Failure of a Member to abide by and adhere to the Rules and Regulations of NBC or of the marina where BCT's Boats are docked, as now in effect or as hereafter amended; or
- (3) The failure or inability of the Member, as demonstrated to NBC, in its sole judgment, to operate the Boat, 1) in a safe, alert, and cautious manner, 2) exercising due caution to protect the Boat and engine from damage, and 3) within any operational requirements or limitations published by NBC and brought to the attention of the Member, or
- (4) A Members' use of a Boat in any manner that poses a nuisance upon the seas, or a substantial risk of personal injury, death and / or property damage. No waiver or indulgence by NBC with respect to any given default shall constitute a waiver of NBC's rights with respect to any subsequent default or breach.

#### **REMEDIES ON DEFAULT:**

- (1) Upon the occurrence of any event of Default by the member, NBC may (subject to the exclusion

referred to in the paragraph immediately below) terminate this Agreement and end all Membership Rights and NBC shall be entitled to retain as liquidated damages, and not as a penalty, all sums previously paid to NBC by a Member pursuant to this Agreement.

- (2) In the event of termination of this Agreement, all provisions as to Insurance and to insured events occurring prior to termination shall remain in full force and effect unless or until such time as any claims under the Insurance concerning the Member have been concluded.

#### **TERMINATION OF MEMBERSHIP**

BCTL may prohibit a Member from using or operating a Boat or may terminate the Membership, if in the sole discretion of NBC, any of the following occur:

- (1): The Member has not paid the monthly fee or any other sum due from the Member to NBC
- (2): Misuse of alcohol or drug use by the Member or his guests
- (3): A Member has used language or has behaved in a manner which is unbecoming to the NBC other members or their guests, NBC employees or is consistently discourteous in demeanour
- (4): Frequent boating mishaps, reckless or dangerous operation or use of a Boat
- (5): Failure to adhere to the Rules and Regulations
- (6): A Member engages in a business or activity injurious to NBC
- (7): Breach of the Insurance policy terms and conditions for the use of a Boat

If NBC opts to terminate the Membership for one of the reasons set out above, upon termination of Membership the, Damage Deposit and Monthly Fees shall belong to NBC and not be refunded to the Member.

NBC may terminate a membership at it's sole discretion and without providing a reason.

**Date last updated: MAY 2025**