



Founder Member: Weir Quay Community Watersports Hub Club Ltd

WQSC CONDITIONS FOR MOORING HOLDERS.

Edition dated 31st October 2016 (*Header and Commodore updated May 2021*)

The Duchy of Cornwall has allocated a block mooring area to the Weir Quay Sailing Club, under the terms of a lease. The Club has the responsibility to manage and allocate mooring sites within this area, and will apply the following conditions to the use of all moorings within this area:

1. General Conditions

The mooring holders own their moorings and will undertake to:

- 1.i) Ensure that their mooring is suitable for the relevant boat and *as far as reasonably possible*, made-up following the recommended specification as attached.
- 1.ii) Arrange for the return of their mooring to the allocated position in the event of it dragging.
- 1.iii) Note that vessels will not be allowed to moor on an unsatisfactory mooring if it is deemed to be so by the WQSC, its CO, MO or an independent mooring inspector.
- 1.iv) Arrange for the removal of the mooring from the allocated site if required to do so by the Weir Quay Sailing Club, the Queen's Harbour Master or the Duchy of Cornwall. **At the owner's expense.**
- 1.v) Adequately insure his/her boat against third party risks for a minimum indemnity limit of two million pounds for any one event, whenever the mooring is in use, especially those risks due to breaking from or dragging of the mooring.
- 1.vi) Provide proof of such insurance being in force if requested to do so by a member of the committee of the Weir Quay Sailing Club.
- 1.vii) Indemnify the Weir Quay Sailing Club against any claim made against the Weir Quay Sailing Club arising out of the laying and maintenance of the mooring, the use of the mooring, or the siting of the mooring.
- 1.viii) Must have an annual inspection made of the mooring down to the ferry chain, and pay the club for replaced components as appropriate. Such inspections and repairs must be in accordance with the boat insurer's requirements. This service is usually provided by the WQSC mooring barge teams and for boats overwintering [see condition 1.ix) below] owners must either cooperate in moving their boat at the time of inspection, *or* pay Weir Quay Boatyard for the temporary moving of the boat to another club mooring as directed by the Moorings Officer, *or* arrange for an independent commercial inspection and advise the WQSC accordingly.

Note: The barge team does not supply new buoys or boat strops but may fit them on request if the owner supplies them.

1.ix) Note that any vessel remaining on a mooring between the 1st November and 31st March within the area of fundus leased by WQSC year **MUST**, unless the main mooring strop is of chain*, be secured by a minimum of two rope mooring strops (ideally of multi-plait nylon) of a length and diameter appropriate to the size of the vessel. Rope strops **MUST** be protected from chafe by plastic pipe or similar where they cross the bow roller or fairlead(s).

**For vessels of 26' and over it is recommended that if wintering afloat the mooring strop should be of chain.*



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- 1.x) Pay the amount of the deposit element of the annual mooring fee as shall be determined from time to time by Weir Quay Sailing Club for the forthcoming season by the 30th November in each year in order to secure the retention of the mooring space for the next year.
- 1.xi) Pay in full the balance of the annual payment in respect of the type of mooring held (i.e. shallow, middle or deep-line) to the Weir Quay Sailing Club by the 1st April in each year.
- 1.xii) Surrender the mooring site to the Weir Quay Sailing Club when no longer required by the registered holder, and either arrange for the removal of the entire mooring, or sell it to a new user as approved by Weir Quay Sailing Club.
- 1.xiii) Arrange for the recovery of the mooring chain, should it have sunk for any reason. *(Condition under the terms of the Duchy of Cornwall lease to the Weir Quay Sailing Club)*. This would usually be done by a barge team.
- 1.xiv) Note that moorings can only be sub-let through and with the approval of the Weir Quay Sailing Club, and then only to a full or temporary member of the Club.
- 1.xv) Note that members may only hold one mooring site at any one time, within the mooring block area managed by the Weir Quay Sailing Club, unless a prior arrangement has been made with the Weir Quay Sailing Club.
- 1.xvi) Not use the mooring site for the purpose of permanent or long term living accommodation. *(Condition under the terms of the Duchy of Cornwall lease to the Weir Quay Sailing Club)*.
- 1.xvii) Gain approval of the Weir Quay Sailing Club committee for any proposed change of use for a longer, heavier or deeper draft vessel.
- 1.xviii) Note that WQSC does not normally offer mooring spaces to vessels of greater than 36ft length.
- 1.xix) Note that WQSC does not normally offer mooring spaces to non-sailing craft, e.g. power-boats, RIBs and such like.

2. Un-used or under-used moorings

2.i) **Mooring holders undertake to notify the Weir Quay Sailing Club committee as soon as possible if a mooring, or the vessel on that mooring, will not be used for a period of 12 months or more.** The committee will then decide if the user can retain the mooring space, taking into account the reasons for non-use of the mooring or their vessel. The application of this condition should not penalise members who have a genuine reason for non-use such as: cruising away from home waters; carrying out a major re-fit; having suffered or suffering from ill health; or any similar situation which reasonably prevents use of the allocated mooring space or the vessel.

2.i) a) The aim of condition 2.i) [and condition 3.iv) below] is to prevent the indefinite retention of a mooring space by a mooring holder against possible future use, or to use simply as a cheap boat storage facility, and to help ensure that all mooring spaces are utilised as fully as possible by active members.

2.ii) Should the committee decide that the reason given for non-use of a mooring which is to be left vacant is appropriate the committee shall recommend, taking into account proposed



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boat length, size and displacement, which WQSC member (proposed 'interim user') on the mooring waiting list (if any) shall be allocated the mooring space and advise the mooring holder of its decision.

2.ii) a) Under the above circumstances it shall be the right of the mooring holder, taking into account the length, size and displacement of the proposed interim user's vessel, to approve or reject the committee's recommendation, which approval shall not be unreasonably withheld.

2.ii) b) In the event that there are no WQSC members on the appropriate mooring waiting list, the mooring holder, mooring officer or cruiser officer may recommend an interim user, provided that interim user is or becomes a full or temporary member of the Weir Quay Sailing Club and agrees to abide by these conditions.

2.ii) c) The financial terms of the interim use of the mooring space shall be by agreement between the mooring holder and the approved interim user, but shall in no case exceed the annual charges levied by the Weir Quay Sailing Club.

2.ii) d) Any costs associated with 'wear and tear' of the mooring equipment provided by the mooring holder and used by the interim user shall be agreed between the mooring holder and the interim user. It shall be the responsibility of the interim user, whilst using the mooring equipment, to ensure that the condition of the mooring equipment is maintained to the minimum requirements of the Weir Quay Sailing Club and the boat's insurer (see condition 1.viii).

2.ii) e) The interim user must be a full or temporary member of the club and shall abide by the rules of the Weir Quay Sailing Club and these 'Conditions for Mooring Holders'.

2.ii) f) The mooring holder shall be permitted to enter into a temporary user agreement with an interim user for a period not exceeding three years. **Any extension of this period is to be solely at the discretion of the Committee.**

2.ii) g) At the expiry of the period in condition 2.ii) f) above the committee will consider reclaiming and re-allocating the mooring space. In this event the committee shall advise the mooring holder as soon as possible and if the mooring holder does not resume personal use of the mooring space within a reasonable period Condition 3. iv) [below] shall apply and the mooring space will be reclaimed by Weir Quay sailing Club.

2.ii) h) In the event of the mooring space being reclaimed by the Weir Quay Sailing Club, the owner must either arrange for the removal of the entire mooring or for it to be sold to a new user from the appropriate mooring waiting list, **at the owner's expense.**

2.ii) j) In the event of there being no member on a waiting list with a suitable vessel, the Weir Quay Sailing Club will advertise the availability of the mooring space, and may re-allocate it to a new user, taking into account their vessel's characteristics. Any new user must become a member of the Weir Quay Sailing Club before using the mooring space and agree to abide by these conditions.

3. The Weir Quay Sailing Club reserves the right to:

3.i) Amend or add to these conditions, as may be deemed necessary by the committee at the time.

3.ii) Terminate in writing any agreement with the mooring holder or user, giving a minimum of two weeks' notice.



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3.iii) Move, re-moor or anchor any boat within the Weir Quay Sailing Club's managed mooring area, without the owner's consent, when there is a likelihood of damage occurring to that or any other boat [See condition 1.viii)] **At the owner's expense.**

3.iv) Reclaim and re-allocate any mooring site which has not been used for the holder's craft for eighteen months or more, or where the holder has not used the moored vessel for a period of eighteen months or more, **unless prior notice has been given under the terms of Condition 2. i) [above] and the reasons given for non-use have been approved by the committee.** In the event of a mooring space being reclaimed the holder may, at the discretion of the committee of the Weir Quay Sailing Club, be placed at the top of the appropriate waiting list when he/she next applies for a mooring site.

4. **Liability.**

5.i) The Weir Quay Sailing Club' will not accept any liability for any damage to, or loss of property arising from the use of Weir Quay Sailing Club facilities and equipment.

6. **Definitions**

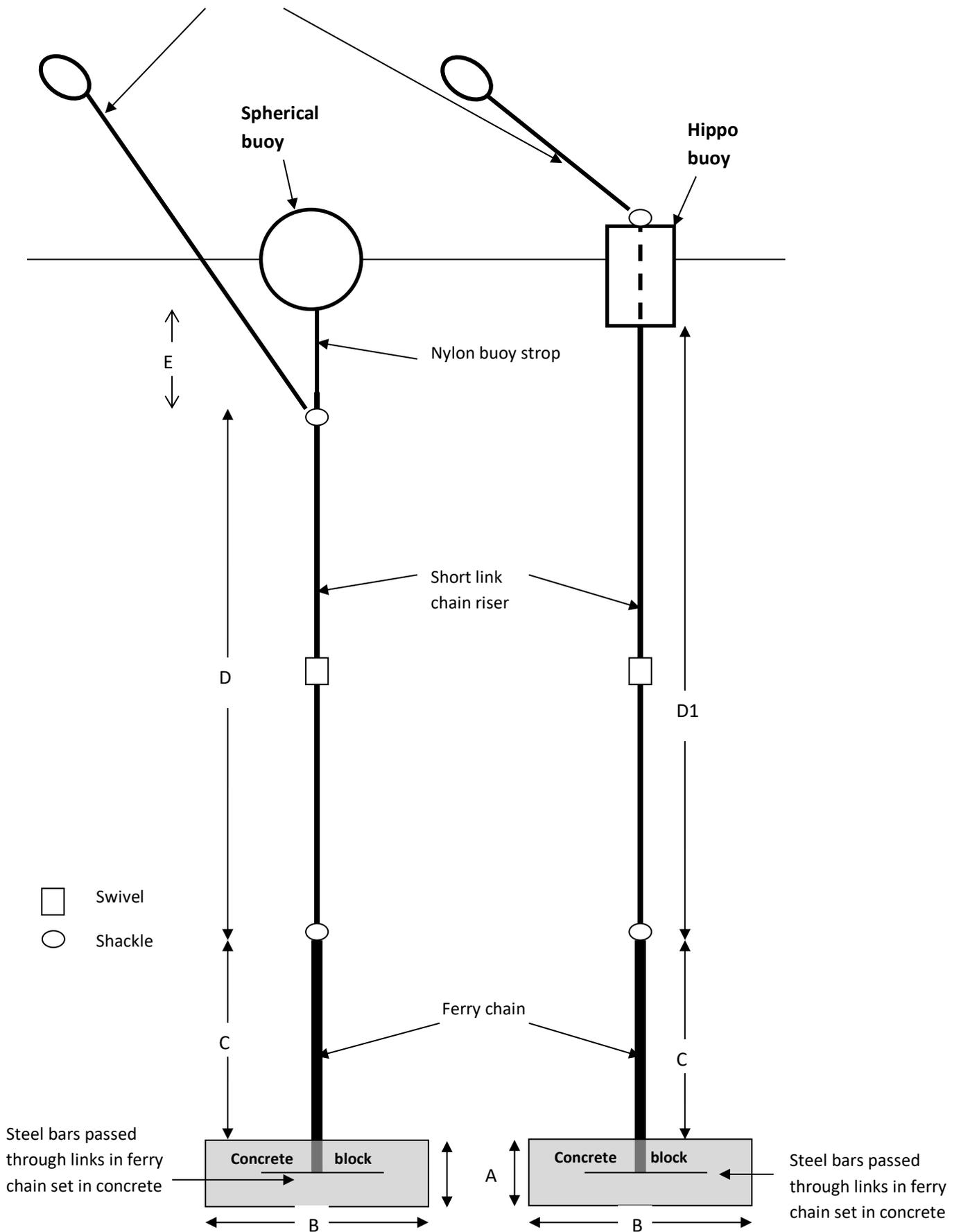
the WQSC	shall mean the Weir Quay Sailing Club.
the ' committee ':	shall mean the elected committee of the Weir Quay Sailing Club
the MO	shall mean the WQSC's elected Moorings Officer
the CO	shall mean the WQSC's elected Cruising Officer
the ' mooring holder ':	shall mean the person or persons who own the mooring and to whom the mooring space has been allocated.
the ' mooring space ':	shall mean the position within the Weir Quay Sailing Club's leased mooring block allocated to the 'mooring holder'
the ' interim user agreement ':	shall mean the agreement entered into between the mooring holder and the interim user as approved by the committee.
the ' interim user ':	shall mean the full or temporary member or member approved by the elected committee of the Weir Quay Sailing Club and the mooring holder to use any mooring space.
the ' mooring '	shall mean the whole of the mooring equipment owned and provided by the mooring holder and in some circumstances made available for use by an interim user under an interim user agreement including,
but	not limited to, the sinker (or block), the ferry chain, riser chain, pickup buoy, swivels and the like.
' Barge team '	shall mean an experienced barge skipper and a crew of between three and five club members [all volunteers]

Weir Quay sailing Club Mooring Specifications 2015

Nylon pennant (strop) to boat



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Weir Quay Sailing Club Mooring Specifications

Dimensions for mooring chains and blocks: (these are minimum sizes)

Dimensions m. (ft)	Yachts – Deep and Middle lines		Dayboats – Shallow line only	
	Mooring tackle specifications		Mooring tackle specifications	
A	0.75 (2'6")	Minimum block size	0.6 (2.0')	Minimum block size
B	1.83 (6'0")	Minimum chain and rope sizes below	1.4 (4'6")	Minimum chain and rope sizes below
C	1.83 (6'0")	50mm / 2" chain	1.5 (5'0")	38mm / 1 1/2" chain
D	8.80 (29'0")	20mm/ 3/4" chain	4.3 (14'0")	12mm / 1/2" chain
D1 (hippo)	10.0 (33'0")	20mm/ 3/4" chain	5.5 (18'0")	12mm / 1/2" chain
E	1.20 (4'0")	20mm/3/4" nylon	1.2 (4'0")	20mm / 3/4" nylon

Mooring pennant (strop) to boat to be **minimum** of 24mm /1" nylon three strand or multi-plait for yachts; 20mm 3/4" nylon three strand or multi-plait for dayboats. In all cases the pennant should be of a length to reach from the mooring to the boat's mooring cleat with a minimum of slack. At every rope to shackle joint the eye-splice must be reinforced with a hard eye. For vessels staying afloat over winter there must be two strops, or a main strop of chain.

There must be at least one swivel in the mooring, either between the two sections of riser chain as shown or, as some owners prefer, at the riser chain to mooring pennant (strop) joint.