

## Member Storage Contract



Date ..... Officer .....

Membership No..... Expiry Date .....

Amount Paid £..... Fob updated with access to Boat store .....

### Proprietor (Bailee)

Name Manvers Waterfront Boat Club  
Address The Boat House  
Station Road  
Wath upon Dearne  
Post Code S63 7DG  
Tel No 01709 878984

### Boat Owner (Bailor)

Name.....  
Address.....  
.....  
Post Code..... Tel no.....  
Email Address .....

### Details

Make.....Model.....  
Year.....Value.....  
Allocated Bay Number..... Tag number.....

You are advised to insure your boat/kit against all risks while stored at Manvers.  
You are advised to combination lock your boat to racking when not in use to prevent unauthorised use.  
You should check you kit weekly and report any problems ASAP.

Kayaks £48 per year  
Canoes £72 per year  
Heated/Vented hanging space wet/dry suits (£24 per year)

See terms over



## Terms and Condition of Boat Storage

1. In the performance of this contract the proprietor (bailee) accepts temporary custody of the goods (boat)
2. In the performance of this contract the owner (bailor) of the goods (boat) parts temporarily with possession of the goods
3. All boats must be secured as per the conditions of the insurance policy.
4. Access to the site is during club meets access at any other time by arrangement.
5. All boats to be stored correctly within the allocated space.
6. All boats and the allocated space area must be kept tidy and no litter left behind.
7. No trading is permitted from the site, and boats must not be offered or advertised for sale while on site.
8. No major repairs to be carried out on site (minor repairs may be carried out with the permission of the proprietor)
9. The annual rental is payable in advance, the proprietor has the right to alter the rental by giving due notice to the space holder.
10. Where the boat owner terminates the contract prior to the agreed period of 6 or 12 months, the proprietor will be entitled to charge for reasonable administration costs resulting from the termination, and for the loss of storage fees until the space is re-let.
11. In the event of the storage fee being overdue the proprietor may retain possession (lien) until the arrears are settled in full or otherwise discharged. The proprietor undertakes to notify possession by recorded delivery
12. In the event of a negative response to possession, legal action may be taken to sell the boat/equipment via **The Torts Interference with Goods Act 1977**. The outstanding arrears will be deducted from the proceeds of the boat sale, as will any reasonable costs incurred. The remaining balance will be retained to await collection. The proprietor will seek to obtain the best price available based on current market values, and notify the owner of the date and place of sale.
13. The proprietor excludes all liability caused by **Vermin Infestation**, a recognised vermin control regime is in place and is monitored regularly.
14. In the performance of this agreement the proprietor will at all times act with due diligence in providing a fit and proper place for the storage of the goods (boat)
15. Periodic checks may be made on the identity of all boats stored on the site.
16. The proprietor excludes all liability for loss or damage where the means employed are in excess of the duty of due diligence.
17. Any changes to the details provided by the plot holder in this agreement to be notified to the proprietor without undue delay.

*I/We hereby agree to the above terms and conditions in relation to the temporary custody of the identified goods (Boat)*

Signed

A handwritten signature in black ink that appears to read "M. Pugh".

(Proprietor – Bailee - Chair MWBC)

Signed \_\_\_\_\_ (Boat Owner - Bailor)

Dated \_\_\_\_\_

### Unfair Terms in Consumer Contract Regulations 1999

A term is unfair if:

Contrary to the requirement of good faith it causes a significant imbalance in the parties' rights and obligations under the contract, to the detriment of consumers

*" good faith" means that you must deal fairly and openly with consumers. Standard terms may be drafted to protect commercial needs but must also take account of the interests and rights of consumers by going no further that is necessary to protect those legitimate commercial interests.*