



Royal Brighton Yacht Club  
The Sailors' Club

### **CASUAL BERTH AGREEMENT AND INDEMNITY:**

The Licensee in entering into the Agreement hereby covenants and agrees with the Licensor and their Marina Manger:

1. That in this Agreement the term Licensee includes but is not limited to all agents, servants, employees and invitees of the Licensee.
2. That the Licensee must pay the Licence Fee in full and in advance on or before the Commencement Date and per the Licence Payment Period thereafter. From time to time the Licensee may by notice in writing, adjust the Licence Fee payable.
3. That during the Licence Term, the Licensee shall indemnify the Licensor and their Marina Manger from and against all claims, actions, expenses or damages which may at any time be made or claimed against the Licensor and/or their Representative as a direct or indirect result of occupation of or access to the nominated berth.
4. That the Licensee will comply at all times with the Royal Brighton Yacht Club rules in force for regulating the use of the vessel and the marina.
5. That it is a condition of occupation and use of the marina that any person accessing the electrical system must have an earth leakage circuit breaker attached to the electrical appliance. This is in accordance with the Workplace Health and Safety Regulations 1977, Part 16, Division 4 & 5.
6. That the Licensee must take out, maintain and provide proof of appropriate insurance including comprehensive insurance on the vessel and public risk insurance in respect of the vessel for at least \$10 million for any single event. The Licensee must notify the Licensor when insurance is obtained and of any changes to cover.
7. The Licensor may terminate this Agreement with 5 days' notice in writing to the Licensee if:
  - a. The Licensee fails to comply with any of the terms of the Agreement, any reasonable direction given by the Marina Manager or any of the Royal Brighton Yacht Club Marina Rules.
  - b. The Licensee abandons the berth or vessel (which is deemed to occur if the Licence Fee remains unpaid for more than one month); or
  - c. The Licensee is declared bankrupt or (if a company) enters into any form of external administration, liquidation or insolvency.
8. That if the Licensor terminates this Agreement, it may move the vessel, shall have a lien of the vessel and may sell the vessel at the Licensee's cost.
9. That if the vessel is fitted with a holding tank the valves must be closed. Any vessel found to have leaking valves or emptying waste directly into the marina will be asked to leave immediately and their actions reported to the Harbour Master.
10. That at the end of the Licence Term or on earlier termination of the Agreement, the Licensee must deliver all keys to the Licensor and vacate the berth and leave it in a clean state and without any damage.