



Kilrush Maritime Ltd.,  
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# Kilrush Marina Dinghy Park / Boatyard

## Terms & Conditions

1. Application for Kilrush Marina Dinghy Park/Boatyard spaces are available through Kilrush Marina website or from Kilrush Marina reception. On completion of a booking form and fees due paid in full, a space will be allocated to you.
2. The boat owner will be given keys to the dinghy park gate and container. The owner will be responsible for the safe keeping of the keys which will remain the property of the Marina and must not be shared or transferred.
3. Dinghy Park spaces will be allocated to boats that are being used. Boats not in use will be allocated a space for storage at a designated area at Kilrush Marina Boatyard.
4. Kilrush Marina reserves the right to:
  - Refuse an application for reasons of insufficient available space.
  - Revoke an allocation if inaccurate or incorrect information has been provided during the application process.
  - Allocate some spaces for less than the full season.
  - Re-allocate spaces and rearrange boats as the need arises through the year.
  - Require owners to relocate their boats to facilitate the holding of championships, regattas etc.
  - Re-allocate owner's boats if failure to comply with terms and conditions.
5. The owner accepts and undertakes to abide by the terms and conditions unless prior exemption from one or more has been previously given in writing by Kilrush Marina.
6. The boat owner has a duty to ensure that their boat is secured for any weather event and will be responsible if their boat is damaged or if their boat damages a nearby boat.
7. Boats are parked at Kilrush Marina Dinghy Park / Boatyard at the absolute risk of their owners. Kilrush Marina will **NOT** accept responsibility or liability for any loss or damage to or by the boat whilst it is so parked. Owners will indemnify Kilrush Marina against any claim whatsoever arising out of any loss or damage to their parked boat and agree that insurance of the boat will be their sole responsibility.
8. Applicants must supply a copy of their valid boat insurance certificate with their application. The term "boat" includes hull, sails, spars, trolley, cover, and all gear relating to the boat parked at Kilrush Marina Dinghy Park / Boatyard.
9. The boat is to be parked only in its allocated position, and on a serviceable trolley to facilitate movement (unless on a rack). All spars and other gear are to be stowed within the limits of the allocated space, to minimise obstruction to others.
10. The parked boat, and its trolley, must display the Kilrush Marina supplied tag or sticker indicating its allocated parking bay clearly visible when the boat is in its normal parking position. It must have its name or other identifying mark on the hull and all sails, spars, cover, and other gear are to be clearly marked with boat number, name or other identification.
11. The boat is to be securely parked in its allocated bay and securely covered. Owners must regularly inspect their boat to prevent water collecting in it or remove any which has done so.
12. The boat must be actively used on at least three separate days within each calendar month.
13. The owner agrees to park the boat within the Kilrush Marina Dinghy Park / Boatyard only on receipt of notification that an available space has been allocated to it; not to park the boat before the first day of the calendar month on which the space has been made available, and to arrange for its removal from the Boat Park by the last day of the calendar month on which it terminates. Boats left in the Dinghy Park without an allocated space are subject to immediate removal to a location outside the designated Dinghy Park / Boatyard and the owner will be required to remove the boat.
14. Owners agree that they will remove their parked boat from Kilrush Marina premises within seven days of notification, either a written or an email request from Kilrush Marina for such reasons as that they may determine, including:
  - Failure to meet the conditions for parking as set out above – in which case owners who still wish to park the boat at the park, must submit a new application for parking, and take their place on the waiting list.
  - Sale of the boat. If sold, parking rights **DO NOT** transfer with it. New owners must submit their own application for parking and take their place on the waiting list.
  - The owner's failure to remain a fully paid-up member of the Club.
  - In the event, that the owner fails to remove the parked boat following a written request to do so, the owner authorises the Marina to dispose of the parked boat in any manner deemed appropriate. The proceeds of such disposal are to be levied against the settlement of any expenses incurred by, or monies due to the Marina, with any surplus being paid to the owner.
15. These terms and conditions are applicable in conjunction with Kilrush Marina's Terms and Conditions, which are available on request, from the website ([www.kilrushmarina.ie](http://www.kilrushmarina.ie)). Also, a copy has been placed on the notice board.