

## WOBYC – Abandoned Boats Procedure (“ABP”)

WOBYC will dispose of any boats/craft/trailers regarded as abandoned in accordance with House Rule 7 :-

“Any craft and/or trailer regularly occupying space within the dinghy park, and in respect of which fees remain unpaid for Six months or more may, at the discretion of the Club, be disposed of by the club in accordance with guidelines as issued by the Royal Yachting Association, and Schedule 1 of the Torts (Interference with Goods) Act 1977”.

Details may be found in <http://www.legislation.gov.uk/ukpga/1977/32> Torts (interference with Goods) Act 1977 and <http://www.rya.org.uk/SiteCollectionDocuments/legal/Web%20Documents/Legal%20Leaflets/Clubs/Premises/ABANDONED%20BOATS%20AND%20TRAILERS.pdf> RYA Abandoned Boats Procedure

### Procedure Timeline & Stages

Timeline	Action	Comment
Sale – 4months	Attempt to trace owners	Using steps 1-7 in Reasonable Steps to Trace an Owner. If owner not found, then still continue with remainder of procedure. This includes advertising for information in the ‘Lowestoft Journal’ See <b>Appendix F – Tracing Owners Advertisement</b>
Sale – 3.5 months	Contact owners at last known address with ‘Dinghy Park Fee Reminder’.	Allows 14 days for owner to pay outstanding fees. See <b>Appendix A- Dinghy Park Fee Reminder</b>
Sale – 3 months	Chain up any boats likely to be removed unlawfully.	At the discretion of the Club. At this point the club will have taken ownership.
	Contact owners at last known address with ‘Combined Notice of Intention to Sell’	Sent via Registered Post. Giving 3 months notice of intended sale. See <b>Appendix B– Combined Notice of Intention to Sell</b>
	Affix ‘Abandoned Boat Notice’ to boats.	Giving three months notice of intended sale. See <b>Appendix C – Abandoned Boat Notice</b>
Sale – 1 month	Advertise abandoned boats on ‘Dinghy Park’ section of Club Notice Board	Also via website, FB and e-Broadside. Giving one months notice of intended sale.
	Advertise ‘Sale By Tender’	Giving one months notice of intended sale Including Lot Numbers.
Sale	Tenders accepted on ‘Form of Tender’	See <b>Appendix D – Sale Tender</b>
	After receiving payment. ‘Bill of Sale’ handed/sent to new owner	See <b>Appendix E – Bill Of Sale</b>
Sale + 1 week	If boat uncollected or Dinghy Park fee not paid. Advise new owner that ABP will recommence.	

## Reasonable Steps to Trace an Owner

Listed are the steps that will be taken in trying to trace an owner. A 'tick list' record will be kept of the attempts made.

1. Searching the Internet. In particular Social Media sites such as Facebook directory websites such as 192.com.
2. Sending each notice by recorded/registered post to the last known address of the person they believe to own the boat and/or trailer, which may be found on the club's register of members;
3. Attaching each notice to the boat and/or trailer in a weathertight envelope in a prominent position;
4. Posting a notice on the 'Dinghy Park' section of the club notice board soliciting information from the members as to the whereabouts of the owner;
5. Approaching any relevant class association and asking for their assistance;
6. Following up any leads or information that may be forthcoming;
7. Placing an advertisement in the local newspaper (Lowestoft Journal)

## Disposal

If a boat has not been claimed. The first attempt at disposal will be 'Sale By Tender'. Boats that are not sold via this method will be disposed of via other means. Possibly FB- Dinghy & Dinghy Bits For Sale, Apollo Duck website or similar.

## Sale By Tender

Sale information will be posted locally on the Club Notice Board, Website, FB page and e-Broadside. In particular:-

- List of Boats/trailers to be sold ("The Lots")
- Boat viewing dates (in advance of the sale)
- Sale Start/End Dates/Times
- Tender Forms

Tenders will be made via a form **Appendix D – Sale Tender** . Only tenders on the form will be accepted. Paper tenders should be posted to the club address. A scanned image of a completed form sent by e-mail is also acceptable. The e-mail address for tenders is **dinghypark@wobyc.com** .

The viewing dates will be the Friday & Saturday immediately prior to the Sale. Tenders to be received by 5pm on the Monday. Notice of acceptance given by 5pm on the Wednesday. Lots to be cleared from the site by 5pm on the following Friday.

## Bill of Sale

It is WOBYC Ltd ( the company) that is transferring ownership of the boat. An example form is included as Appendix E – Bill Of Sale. Essential points regarding completion are:-

Section 2 - Must contain the company details and 'TRANSFERORS UNDER LIEN' printed across it.

Section 3 – Valid signatories are either:-

- Two Directors
- Company Secretary and Director
- A Director in the presence of a witness giving their address.

## Combined Notice Of Intention to Sell

This is the document informing the owner of the clubs intentions in relation to the boat. It is a combination of 2 required under Tort:-

Part 1 – Notice to Remove

Part 2 - Notice of Intention to Sell

## Costs

Costs incurred may include:-

- Registered post

The '2<sup>nd</sup> Class Signed For' service, with 3 day delivery, currently costs £1.66 per letter < 100g

- Advertisement in Lowestoft Journal

A Public Notice is currently charged at £1.80 (inc VAT). We would place a single advertisement (one Insertion). An example is shown in **Appendix F – Tracing Owners Advertisement**.

192.com credits

These would only be used as a last resort and only after approval by WOBYC Ltd Directors. Currently 30 credits are £35.94 (inc VAT)

## References

1. <http://www.legislation.gov.uk/ukpga/1977/32> **Torts (interference with Goods) Act 1977**
2. [http://www.rya.org.uk/SiteCollectionDocuments/legal/Web%20Documents/Legal%20Leaflets/Club s/Premises/ABANDONED%20BOATS%20AND%20TRAILERS.pdf](http://www.rya.org.uk/SiteCollectionDocuments/legal/Web%20Documents/Legal%20Leaflets/Club%20s/Premises/ABANDONED%20BOATS%20AND%20TRAILERS.pdf) **RYA Abandoned Boats Procedure**
3. <https://www.archanthub.co.uk/lowestoft-journal> **Lowestoft Journal Print Rates**



Appendix B– Combined Notice of Intention to Sell

[ To be printed on club headed paper ]

NOTICE OF OBLIGATION TO COLLECT GOODS AND NOTICE OF INTENTION TO SELL GOODS

To:	[Owners Name]
Of:	[Owners Last Known Address]

The following vessel and other property (the “Property”) belonging to you was bailed to the Waveney and Oulton Broad Yacht Club Ltd (“the Club”)

[Property’s description – e.g. name and type of vessel, plus details of trailer etc]
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And situated:-

[club address]
[location within boat park]

The sum of £..... is due and owing to the Club in respect of the Property. A Reminder was sent to you on [date] Accordingly your entitlement to occupy a space in the Dinghy Park has terminated. You are therefore obliged to collect the Property and remove it from the Club’s premises. The outstanding sum specified above is payable by you on collection of the Property.

If you do not collect the Property and remove it from the Club’s premises and pay the above sum within 3 months of the date of this Notice i.e. no later than

[sale date]
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The Club will sell the Property, and account to you for the proceeds of sale less the costs of the sale and the sum payable by you as set out above.

Under Section 12 of the Torts(Interference with Goods) Act 1977 you are now obliged to pay the sum due and take delivery of the Property. If you do not do so before the date specified above the club will sell the Property.

Signed on behalf of WOBYC Ltd

by:

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[insert name and position of Signatory]

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[insert name and position of Signatory]

Appendix C – Abandoned Boat Notice

[ To be printed on club headed paper ]

ABANDONED BOAT NOTICE

Dated:

Waveney and Oulton Broad Yacht Club Ltd (WOBYC Ltd) believes that this vessel, boat and/or trailer is an 'Abandoned Boat' as defined in their House Rule 7.

If you are the Owner of this 'Abandoned Boat' please contact one of the representatives below within **3 months** of this notice date in order to:-

- Pay all Membership Dues that are in arrears
- Pay all Boat storage fees that are in arrears

Otherwise WOBYC Ltd will sell, scrap or otherwise remove the 'Abandoned Boat' as they see fit. In accordance with Royal Yachting Association Guidelines and Schedule-1 of the Torts (Interference with Goods) Act 1977.

WOBYC Ltd Contacts for this Notice:-

Mr A. Ritchie - Boat Park Administrator      dinghyark@wobyc.com or club address above

Mrs M. Horne - WOBYC General Secretary      01502 – 569221 or club address above

## Appendix D – Sale Tender

WAVENEY AND OULTON BROAD YACHT CLUB LIMITED

(Company number 1534009)

The Clubhouse, Nicholas Everitt Park, Oulton Broad, Suffolk, NR33 9JR.

**SALE BY TENDER** of dinghies abandoned and unclaimed situate in the Club's dinghy park at Nicholas Everitt Park, Oulton Broad, Suffolk.

**VIEWING DATES:** Friday & Saturday, [month], 2018 10am – 4pm **TENDER DEADLINE:** Monday, [month], 2018 at 5 pm.

### CONDITIONS OF SALE:

1. Any person tendering shall fill in and sign the Form of Tender attached to these Conditions and deliver the same intact with the Particulars attached thereto to Waveney and Oulton Broad Yacht Club Limited (the Club) at The Clubhouse, Nicholas Everitt Park, Oulton Broad, or submit a scanned image of the same by email to Andy Ritchie at [dinghyark@wobyc.com](mailto:dinghyark@wobyc.com) by 5 PM on MONDAY, [month], 2018.
2. By submitting a tender, the person so doing warrants that they have read and agree to be bound by these Conditions and binds both themselves and any employer if bidding on behalf of their employer.
3. No tender may be withdrawn and the Club does not bind itself to accept the highest or any tender. The Club shall give notice of acceptance to the person or persons whose tender is accepted to the telephone number given in the Form of Tender by 5 PM . WEDNESDAY, [month], 2018 and the tender shall be deemed to have been accepted by the Club on such notification.
4. The Club reserves the right to accept the whole or such part of the tender as they think fit.
5. Payment in full by bank transfer or cash only shall be paid to the Club prior to collection by arrangement and the Lots shall be at the purchaser's risk from receipt of full payment.
6. By PRIOR ARRANGEMENT with the club Lots must be EITHER cleared from the site by the purchasers at their own expense OR an appropriate dinghy park fee paid by 5PM on SATURDAY, [month], 2018.
7. The lots are sold with all faults and errors of description. The purchaser is deemed to have inspected the same before handing in their tender and if they tender without previous inspection, they do so at their own risk. No allowance will be made nor will the Club be answerable for any deficiency in quantities, measurements, conditions and equipment.
8. If the lots are not cleared away within the arranged time, then the purchaser shall, without prejudice to the Club's rights under these Conditions pay as a rent a sum equal to 5% per week on the value of the uncleared lots as estimated by the Club. This rent shall be deemed to be part of the purchase money but shall be payable in addition to the amount of the tender.
9. The title of any lot will remain with the Club until the purchase monies including any element of rent have been paid in full.
10. The purchaser shall be responsible for the safe removal and collection of the lots in a safe and lawful manner. The purchaser also warrants that all personnel and sub-contractors hold adequate third party insurance covering the act or acts which they are undertaking.
11. The purchaser further undertakes that any person operating vehicles or any specialist loading / moving plant or machinery on their behalf has adequate training and (where relevant) operator's certificates. If any damage is caused to other assets or buildings of any kind during the removal of the lots such damage shall be made good by or at the expense of the person or persons committing such damage or his or their employer.
12. The purchasers of the lots shall indemnify and keep indemnified the Club and its members from and against all costs, expenses and liability in respect of damage to property or injury to persons which would not have been incurred or have arisen but for the entry on the Club's premises by the purchasers or their workmen or agents for the purpose or removing the lots.
13. The Club may without giving any reason therefor refuse to accept the offer of any person or persons.
14. The sale is by the Club who are selling such right, title or interest as they may have in the assets.

FORM OF TENDER

TENDER SALE – MONDAY [month], 2018.

DINGHIES SITUATE AT NICHOLAS EVERITT PARK, OULTON BROAD BY WAVENEY AND OULTON BROAD YACHT CLUB LIMITED.

Lot	Description	Bid (£)
1.	[Wayfarer Dinghy, Sail Number 99999 with trailer and launch trolley]	
2.		
Etc.		

NAME:.....

ADDRESS:.....

.....

.....

POST CODE:.....

TELEPHONE NUMBER:.....

EMAIL ADDRESS:.....

SIGNED:.....

DATE: .....



Appendix F – Tracing Owners Advertisement

**WAVENEY AND OULTON BROAD YACHT CLUB LIMITED** (Company number 1534009)

The Clubhouse, Nicholas Everitt Park, Oulton Broad, Suffolk, NR33 9JR.

There are a number of boats apparently abandoned on Waveney & Oulton Broad YC (WOBYC) Ltd premises. Fees for storage are long outstanding. The Club will proceed to dispose of these unless the owners come forward and pay the sums owing to the Club within the next 14 days. After payment the boats will be released to the owners for removal. If you are an owner, or have any knowledge of them, please contact the address above or email **[dinghyark@wobyc.com](mailto:dinghyark@wobyc.com)**