



TRANSEUROPE MARINAS
TERMS AND CONDITIONS OF MEMBERSHIP



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BACKGROUND

- (A) TransEurope Marinas is a registered association of select marinas.
- (B) A Committee is established to take all decisions regarding membership and the running of TransEurope Marinas when such decisions are to be made outside of the bi-annual meeting of the members.
- (C) Full details of the marinas and Committee members and Chair can be found on the membership list which is available on the TransEurope Marinas website:
<https://www.transeuropemarinas.com/>

1 MEMBERSHIP

- 1.1. The manager of any marina wishing to join TransEurope Marinas should send an application by email, setting out details of the marina, facilities and contacts to the Chair.
- 1.2. It is a principle of TransEurope Marinas that each member marina has to be approximately 30 nautical miles from another, save in exceptional circumstances as determined by the Committee for the time being.
- 1.3. Where there is an existing TransEurope marina member within 30 nautical miles of the marina wishing to join, the applicant must first obtain that member's consent to the application and must include the written consent with its application.
- 1.4. The Chair, and/or at least 2 Committee members reserve the right, to visit the applicant marina at the Committee's sole discretion.
- 1.5. The application will be considered by the members at the next members meeting. The application must receive the consent of 75% of the members present at the meeting. Each member marina is entitled to one vote. If any member marina objects it must give reasons for such objection.
- 1.6. Notwithstanding Clause 1.5 above, if the next meeting of the members and committee is to take place more than three months after receipt of an application, the Chair, at his or her sole discretion may circulate the application by email to the Committee and request they cast their vote by email. The application must receive the unanimous consent of the Committee. Where an application is voted on by email the Committee must cast their vote within 15 days of the date of the email. (A reminder will be sent after 7 days unless all have responded beforehand.) If no vote is received from a particular committee member that member shall be deemed to approve the application.
- 1.7. Where an application is circulated to the Committee for a decision, the Committee in their sole discretion shall decide whether the applicant can become a member. If any committee member objects to the application, they must state that reasons for such objections.
- 1.8. The Chair will advise the applicant as soon as possible following the members meeting or the decision of the Committee, as applicable, whether its application has been successful. Where the



TRANSEUROPE MARINAS TERMS AND CONDITIONS OF MEMBERSHIP

application has been unsuccessful the Chair shall advise the applicant of the reasons for the rejection of the application.

- 1.9. TransEurope Marinas shall not be liable for any losses arising from or in connection with an application that is rejected.
- 1.10. For the avoidance of doubt, if an applicant's application is unsuccessful, that applicant is not precluded from later applying for membership where the reasons for rejection of the application have been addressed, except where the reason for rejection of the application was the close proximity of the applicant to a member.

2. MEMBERSHIP FEE

- 2.1. Following acceptance of an application for membership a joining fee of £90/120€ is payable within 30 days of the date of notification of acceptance of membership. In addition, the annual membership fee is due in accordance with Clause 2.2 below.
- 2.2. All members are required to pay an annual membership fee, the level of which shall be determined annually by the members at the September meeting in accordance with Clause 2.5 below. For new members joining during the year, they shall also be required to pay the joining fee pursuant to clause 2.1.
- 2.3. The membership fee is payable upon receipt of invoice at the beginning of each year or in the case of new applicants, as per Clause 2.2
- 2.4. The membership fee is to cover the common actions of TransEurope Marinas including producing membership cards, flags, brochures, and maintaining the website.
- 2.5. The annual membership fee shall be reviewed at October meeting of members and required the consent of 75% of the members present at the meeting.
- 2.6. Notwithstanding clause 2.5 above, the members may at the October meeting, with the consent of 75% of the members present at the meeting agree an alternative date for the review of the membership fee.

3. THE EXECUTIVE COMMITTEE

- 3.1. The Committee shall consist of the Chair, Secretary General, Treasurer, and Regional Representatives. No member shall have more than one individual appointed to the committee at any one time. A Committee member is not entitled to vote if not affiliated to a marina.
- 3.2. The Committee shall be elected by the members after a three-year term. Committee members should stand down after this period but may extend the term in the event that no other person wishes to fill the role.



TRANSEUROPE MARINAS TERMS AND CONDITIONS OF MEMBERSHIP

- 3.3 Should a marina leave TransEurope Marinas during the term held by a Committee member, then that member loses his or her position on the Committee. This does not preclude later reincorporation with a special role.
- 3.3. Any person who wishes to stand as a committee member or be re-elected must notify the Committee at least 14 days before the October meeting of the members, stating the position for which he or she wishes to stand. They should have a separate proposer and a seconder.
- 3.4. Election to a position on the Committee requires a majority vote of 75% of the members present at the meeting.
- 3.5. The Committee shall, when necessary, decide the common policy of TransEurope Marinas and revise these Terms and Conditions as they consider necessary.
- 3.6. Subject to the approval of the members, an honorarium may be granted to a member(s) of the committee who undertakes a significant role that require more time than might reasonably be expected of a volunteer.

4. MEETINGS

- 4.1. There shall be a meeting of members at least twice, usually in January and October. The purpose of such meeting shall be to decide the common policy of TransEurope Marinas and elect members of the Committee.
- 4.2. The venue, date and time of the meeting shall be agreed at the previous meeting by the consent of 75% of the members present at the meeting. Each member is entitled to 1 vote.
- 4.3. Prior to the meeting, and at least 30 days in advance, the Chair or Secretary General shall send an agenda, by email to all TransEurope members.
- 4.4. If any member marina wishes a particular item to be included on the agenda and/or its view considered in respect of any particular item to be discussed if representatives are unable to attend, the manager must notify the Chair or Secretary General in advance and in any event no later than 14 days prior to the meeting.
- 4.5. Any decisions to be made at the meeting shall be passed only with the consent of 75% of the members present at the meeting. Each member marina is entitled to one vote.
- 4.6. Minutes of the meeting will be circulated to all TransEurope members within 30 days of the meeting.

5. BANK ACCOUNT

- 5.1. A bank account or accounts in the name of TransEurope Marinas shall be maintained at the discretion of the committee. The details of any bank accounts shall be identified by the Treasurer(s) in his/her report(s) for meetings of the members of TransEurope Marinas.



TRANSEUROPE MARINAS TERMS AND CONDITIONS OF MEMBERSHIP

- 5.2. The Treasurers may set up electronic banking facilities to transact the ordinary business of the organisation.

6. CHAIR

- 6.1. The Chair shall be appointed for the period of three years by a 75% majority vote of the member marinas at the end of each January meeting. A new applicant should have a proposer and a seconder. The Chair may stand for re-election.
- 6.2. The Chair is responsible for the overall running of TransEurope Marinas and all issues pertaining to the registered Association.

7. ROLE OF MEMBER MARINAS

The Marina Manager of each member marina shall uphold the policies of TransEurope Marinas.

7.1 Resident Berth Holders

7.1.1 The marina manager shall, at his/her discretion, allow his/her berth holders membership of TransEurope Marinas, provided they have a valid berthing contract for a minimum term of 6 months.

7.1.2 Eligible berth holders shall be given offered TransEurope membership by the member marina. With effect from 2021, membership will be managed via the Pick a Pier digital platform. The membership profile shall identify a minimum of the following details:

- The name of the berth holder
- The name of the berth holder's boat
- The length of the berth holder's boat
- The name of the member marina

7.1.3 The Marina Manager shall not sell or give TransEurope Marinas' membership cards to non-qualifying berth holders or other third parties.

7.2 Visiting Members of TransEurope Marinas

7.2.1 With proof of membership, the marina manager of each member marina shall allow visiting members of TransEurope Marinas with the berthing discounts they are entitled to (see Clause 11), against the currently prevailing berthing charges.

8. TREASURERS



TRANSEUROPE MARINAS TERMS AND CONDITIONS OF MEMBERSHIP

- 8.1. The two Treasurers (respectively representing the UK and EU countries) shall be appointed for the period of three years by a 75% majority vote of the members present at the end of each January meeting. Each member is entitled to one vote.
- 8.2. The Treasurers are responsible for overseeing the running of the bank account and shall provide a financial report at each meeting held pursuant to clause 4.
- 8.3. The Treasurers shall arrange an annual audit of the accounts at the beginning of each calendar year.

9. DECISIONS OUTSIDE OF MEETINGS

- 9.1. If the Chair at his/her sole discretion considers it is necessary to make a decision prior to the next meeting of the Committee, he/she shall notify the Committee by email who must notify the Chair of their vote either for or against the proposal within 15 days of the date of the email (with a reminder sent at 7 days). Any member that does not cast his/her vote shall be deemed to approve the proposal.
- 9.2. Any decision to be made under clause 9.1 must receive the unanimous consent of the Committee to be passed.

10. COSTS OF THE EXECUTIVE COMMITTEE

- 10.1. Costs incurred by Committee members in respect of travel and accommodation with regard to attending special committee meetings (i.e. outside of the bi-annual meetings of the members pursuant to clause 4) or visiting marinas shall be reimbursed by TransEurope Marinas pursuant to clause 1.4 upon receipt of invoices in respect of such costs. All costs incurred must be reasonable.

11. BENEFITS TO BE OFFERED BY MEMBERS

- 11.1. Each member marina shall offer a discount of 50% to visitors of other member marinas provided that the visitor provides his/her membership card showing the dates of validity which the member shall automatically provide to all contract and/or resident berth holders.
- 11.2. The discount to be applied under clause 11.1 must be applied to the daily visitor rates charged by the marina and is only applicable to one or more visits of up to an overall total of 5 (five) days per annum in each of the member marinas.
- 11.3. Should a member wish to offer additional discounted periods this shall be at their sole discretion.
- 11.4. If any member marina does not give a visitor the discount under clause 11.1 when the visitor has provided proof of membership, the visitor must notify the Chair in writing, who will contact the marina to discuss the matter. If the Chair, in his/her sole discretion considers that the member acted in breach of clause 11.1 he/she shall raise the matter at the next meeting of the members if such a meeting is to take place within 30 days of his decision, who may terminate that member's membership with the consent of 75% of the members present at the meeting. Each member is entitled to one vote. Alternatively, if no such meeting is taking place the Chair shall notify the



TRANSEUROPE MARINAS TERMS AND CONDITIONS OF MEMBERSHIP

Committee by email who may by a unanimous vote, terminate that member's membership. The Committee members must notify the Chair of their vote within 15 days of receipt of the email. If no response is received from a Committee member, that member shall be deemed to have voted against the proposal to terminate the defaulting member's membership.

- 11.5. No refund of all or any part of the membership fee will be made, and the member has no right to claim such a refund.

12. MARINA STANDARDS

- 12.1. Each member must maintain high standards of the facilities and customer care for both permanent berth holders and visitors. Such standards should meet the standard expected by a reasonable person engaged in yachting. In addition, each member should demonstrate a responsible attitude to the environment, for example by the provision of recycling facilities.
- 12.2. Where a member considers that another member's standards have fallen below those set out in clause 12.1, it shall write to the Chair setting out why it considers that marina is not meeting the agreed standards.
- 12.3. On receipt of a letter pursuant to clause 12.2 the Chair shall discuss the matter with the member considered to be in breach of clause 12.1 and if the Chair considers the standards are not met he/she shall write to that member by email, setting out why clause 12.1 has not been met and giving the member 60 days to rectify the defects so that the standards in clause 12.1 are met.
- 12.4. Where in the Chair's sole discretion the member does not improve the marina standards following the Chair sending a letter in accordance with clause 12.3 the Chairman shall notify the members at the next members meeting if such a meeting is to take place within 30 days of the Chair's decision. The members, by a majority vote of 75% of the members present at the meeting shall terminate the defaulting member's membership of TransEurope Marinas with immediate effect. Each member is entitled to one vote.
- 12.5. If no meeting is scheduled to take place within 30 days under Clause 12.4, the Chair shall notify the Committee by email that may by a unanimous vote, terminate the defaulting member's membership with immediate effect. Each committee member must notify the Chair of their vote within 7 days of the date of the email, failing which they shall be deemed to object to termination of the defaulting member's membership.
- 12.6. Where a member's membership is terminated pursuant to Clause 12.4 or 12.5 no refund of all or any part of the membership fee will be made and the defaulting member agrees it is not entitled to claim any refund of the membership fee.

13. MARKETING

- 13.1. The Committee shall maintain the website and organise the provision of the marketing material. The scope, type, nature and content of the marketing material shall be agreed by the members at



TRANSEUROPE MARINAS TERMS AND CONDITIONS OF MEMBERSHIP

the September meeting by the consent of 75% of the members present at the meeting. Each member is entitled to one vote. The marketing material will usually include brochures and flags. Marketing material will be distributed by the Committee during February/March of each year.

14. CO-OPERATION BETWEEN MEMBERS

- 14.1. The managers of each member marina agree to maintain close working relations with each other and in particular, to share their practical, technical and commercial experience and know-how.
- 14.2. The managers of each member marina further agree to promote other member marinas when the opportunity arises.
- 14.3. Members are encouraged to share ideas in order to develop best practice initiatives, such as training, education, policy and procedures.
- 14.4. Members are also required to ensure they have on display, TransEurope Marinas brochures and brochures for other member marinas, where they have been provided with such brochures.

15. TERMINATION OR RESIGNATION OF MEMBERSHIP

- 15.1. A member marina's membership may only be terminated by the other members in accordance with clauses 11.4, 12.4 12.5.
- 15.2. Notwithstanding clause 15.1 above the Committee may terminate a member's membership forthwith if a member fails to pay the joining fee and/or annual membership fee in accordance with clause 2 and/or if a member fails to pay any invoice(s) issued within 30 days of the due date for payment.
- 15.3. A member can decide to terminate its membership at any time by giving written notice to the Chair.
- 15.4. Where membership is terminated in accordance with clause 15.1, 15.2 or 15.3 the member shall not be entitled to a refund of all or any part of the joining fee and/or membership fee. The members further agree that they do not have any right to claim a refund of all or any part of the joining fee and/or membership fee.
- 15.5. Following termination of membership, the Chair or Secretary General shall advise all other members in writing and shall remove that marina from the TransEurope Marinas website.
- 15.6. The marina whose membership has been terminated must immediately notify its berth holders of such termination and that consequently, its berth holders are no longer entitled to a discount, pursuant to clause 11.
- 15.7. Furthermore, all other members should notify their berth holders that they are no longer entitled to a discount pursuant to clause 11 at the marina whose membership has been terminated. The members must not give any reasons for that marina's membership termination.



TRANSEUROPE MARINAS TERMS AND CONDITIONS OF MEMBERSHIP

- 15.8 If a member wishes to resign from TransEurope Marinas then they must notify the Chair in writing. The resigning marina must inform their berth holders that their marina is no longer a member of TransEurope Marinas pursuant to clause 15.6. Other members shall notify their berth holders that they are no longer entitled to a discount at the resigned marina pursuant to clause 15.7
- 15.9 Should a member marina be sold to another owner who does not wish to continue TransEurope Marinas membership, then the Chair or Secretary General should be informed as soon as possible, and the marina will be considered to have resigned.
- 15.10. The resigning marina shall not be entitled to refund of all or any part of their joining or membership fee.

16. GENERAL

- 16.1. These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of England and Wales.
- 16.2. It is agreed that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Terms and Conditions or their subject matter.
- 16.3. In the event of a dispute arising out of or in connection with these Terms and Condition which cannot be resolved between the parties, the parties shall refer the dispute to arbitration by a single joint arbitrator to be appointed (in default of agreement) by the Chair of The Yacht Harbour Association of the British Marine Federation. The arbitration shall be governed by the provisions of the Arbitration Act 1996.
- 16.4. No exercise or failure to exercise or delay in exercising any of TransEurope Marinas' rights, powers or remedies shall be deemed to be a waiver by TransEurope Marinas of that or any other right power or remedy.
- 16.5. If any provision of these Terms and Conditions is deemed for any reason to be invalid, void, or deleted, the Terms and Conditions shall remain in full force and effect as if such provision had not been originally included.
- 16.6. A person who is not a party to these Terms and Conditions shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.



**TRANSEUROPE MARINAS
TERMS AND CONDITIONS OF MEMBERSHIP**

TRANSEUROPE MARINAS - MEMBER AGREEMENT

Signature:

Director:(Name)

For and on behalf of:(Name of Marina)

Date:

Details of a marina representative who will interact with TransEurope Marinas if different from the Director.

Name

Position

Email address

Tel. nº