

## **East Coast Yacht Division is an off-shore sailing club of the Civil Service Sailing Association**

### **CREWS ARTICLES**

1.1 This document sets out the terms on which all crew, including the Skipper, join a vessel chartered through the Civil Service Sailing Association (CSSA) or one of its offshore sailing clubs for any voyage or event such as a cruise, training session or maintenance activity.

1.2 All onboard shall be signed up as crew.

1.3 Each crew member's signature on the Crew Lists held on board signifies assent to these articles. By booking the crew member indicates their agreement to these terms.

#### **2. Command**

2.1 The Skipper is ultimately responsible for every aspect of the voyage; for this reason and by the custom of the sea their decision is final on all matters. The Skipper may consult the opinions of the crew and should, as far as possible, consider their wishes.

2.2 The Skipper's orders must be obeyed without question.

#### **3. Ship's Work**

3.1 All members of the crew shall share equally in the work of the ship. The Skipper may choose to restrict some duties to those crew members who possess the requisite qualifications. Instruction in seamanship will be given to those who wish when circumstances permit.

3.2 Since the Skipper's responsibilities are continuous from the first day until the final handover, they are not expected to take on a full share of routine chores.

#### **4. Contribution to Cost**

4.1 The charter fee for the whole yacht or the berth fee for an individual crew member or training fee must be paid in full to the Club before the voyage or event.

4.2 Each voyage or event shall be self-supporting.

4.3 Special cost sharing arrangements may be decided by the Club for training and introductory courses. The additional costs of a voyage shall be shared equally between all on board.

4.4 The Club does not require a security deposit to be made for any charter. The first £500 of any damage incurred by the yacht or to third parties in any one incident is the responsibility of the whole crew (£1000 whilst in the Baltic or South of Bordeaux). Costs up to this amount must be paid to the Club on demand. The Club will retain the right to make an insurance claim or to meet the remaining costs from its own resources at its discretion.

#### **5. Consumable Stores**

5.1 Costs for fuel and gas are reimbursed on provision of receipts at the end of charter (along with the Skipper's Clearance Notes).

5.2 Batteries, bulbs and items from the First Aid kit should be replaced. Replacement of Bosun's stores and minor repairs up to £50 are the crew's responsibility. Use of any consumable stores shall be recorded in the Ship's Log.

5.3 Essential expenditure between £50 and £100 will be refunded by the Club Treasurer.

5.4 Any essential expenditure over £100 should be referred either to the Yacht Husband or Treasurer unless the urgency of the situation prevents this. Such expenditure will be refunded on production of receipts.

5.5 Each charter crew is responsible for supplying its own provisions.

#### **6. Leaving the Yacht**

6.1 A Closing Down checklist is provided and shall be followed. The crew must refill all water tanks, the fuel tanks (if less than half full), any oil reserves and ensure that there is a full spare cylinder of gas for the incoming crew. This duty remains even if the preceding crew had not done so for them.

6.2 For other consumable stores (e.g. Bosun's gear, cleaning materials, medical stores) an initial supply is placed on-board by the Club at the start of the season. Each crew is responsible for replacing any part of such stores which is used by the crew.

6.3 The crew will leave the yacht in a shipshape condition aiming to leave her in a better condition than at the start of the voyage or event. The yacht should be cleaned and the holding tank(s) drained prior to entry into port or at an approved pump-out shore station.

6.4 Any faults not resolved must be reported to the club using the method specified and notified on the Boat Clearance Note.

## **7. Failure to Return on Time**

7.1 If the yacht is not ready or available to be handed over to the incoming crew fully seaworthy and ready to sail with all her equipment working properly at the time and place agreed, then for each day or part of a day late the whole crew must jointly pay to the Club on demand the applicable daily charter rate.

7.2 In addition, the whole crew are jointly and severally liable to pay the Club on demand a sum not exceeding £20 per day or part of a day until the yacht is in proper condition and place for her next use, as a contribution in whole or in part for expenses incurred by the Club and/or the incoming crew attributable to the delay.

7.3 This additional sum will not be demanded, or will be reduced, if in the opinion of the Club the crew ought to be excused because they exercised reasonable judgement in planning and/or remaining in safety and took all proper steps to notify the incoming Skipper and the Club of the delay.

## **8. Yacht not Ready on Time**

If the yacht is not available to be handed over to the incoming crew fully seaworthy and ready with all her equipment working properly, the incoming crew shall have no claim as of right on the Club save for a repayment of the daily charter and/or berth fee for each full day when the yacht is not available. The Club shall not be liable for unavoidable out of pocket expenses attributable to the delayed handover; the Club may consider claims for such expenses.

## **9. Cruising Limits**

9.1 The Cruising Limits for the charter are specified in the current Insurance Policy held in Ship's papers.

## **10. Crews' Gear**

10.1 All members of the crew shall provide their own sea clothing and sleeping bag, pillow case, towels etc.

10.2 Safety gear, including harnesses and lifejackets will be provided on the boat for the whole crew. Members using their own lifejackets should have them serviced annually.

## **11. Liability**

11.1 Members join a voyage or event at their own risk. Neither the CSSC, nor the CSSA nor the Club nor the Skipper shall be liable for injury, loss or damage arising in the course of or in connection with any voyage or event.

## **12. Mandatory Reporting**

12.1 Incidents where the safety of the yacht and crew may have been compromised, such as grounding, must be recorded in the log book and all damage to the yacht must be recorded in the log book and on the Clearance Notes.

12.2 Any incidents involving damage to other vessels or property must also be recorded in the log book, together with any injury to any person.

12.3 The yacht's log book also acts as the radio log. Any distress, urgency or safety call made or relayed; or any other significant radio calls e.g. calls made to other vessels regarding collision avoidance, must be recorded in the log book.

12.3 The Approved Skipper must contact the Club's Yacht Secretary or Yacht Husband at the first opportunity in all cases where an insurance claim is likely.

12.4 The Approved Skipper must also submit a written report to the Club at the first opportunity where there has been damage to the yacht, another vessel, installation or injury to any person.

Issued by ECYD (a Division of the CSSA) – 22 February 2023