



**EAST COAST YACHT DIVISION is an off-shore sailing club of the  
CIVIL SERVICE SAILING ASSOCIATION**

**OUR POLICIES AND REGULATIONS**

**1 Overview**

1.1 The Civil Service Sports Council Ltd (the Council or CSSC) holds 64/64 shares in the Yacht operated by the East Coast Yacht Division (the Club or ECYD), an off-shore sailing Club of the Civil Service Sailing Association (the Association or CSSA). CSSC is the legal owner of the Yacht; ECYD is the beneficial owner of the Yacht and is responsible for all activities, including insurance, maintenance, and operation associated.

1.1.1 The Yacht is operated as a Pleasure Vessel as defined in the 'Merchant Shipping (Vessels in Commercial Use for sport or Pleasure) Regulations 1998' (SI1998/2771).

1.1.2 The Yacht is operated as a Pleasure Vessel (and not as a commercial vessel) and is mandated by CSSA to operate to the standards set in 'The Small Commercial Vessel and Pilot Boat Code of Practice (CoP) supplementing the Maritime and Coastguard Agency (MCA) Guidance Note (MGN 280).

1.1.3 CSSC (as legal owner) and CSSA have agreements in place providing permission to ECYD (as beneficial owner) to use the Yacht for the benefit of the members of CSSC.

1.2 This document is intended as a clear and unambiguous agreement between the East Coast Yacht Division (ECYD / the Club) and each CSSA member (including Temporary Members) undertaking chartering, sailing, training or other activities with the Club (the event).

1.2.1. Definitions and common terms are set out at the end of this document.

1.2.2 In the spirit of running a not-for-profit club for the benefit of CSSC members, the Club's Committee will consider variation of these terms and conditions, including waiving fees on cancellation in exceptional circumstances.

**2 Bookings**

**2.1 How to book**

2.1.1 Members should contact the relevant organiser to check current availability for Charter, Taster Sails, Courses, SeaTime. Contact events and details are available from the Club's website at <http://www.ecyd.org.uk/> or through the Club's Yacht Secretary or the Club's Crew Bureau.

2.1.2 Booking requests may be made orally, by email or in writing. The relevant organiser will confirm a provisional booking and provide the member with a formal booking form to complete and return within 7 days or other period by agreement.

2.1.3 All persons sailing on a club yacht (also referred to as boat or the yacht), whether or not making the booking directly, must be or become members of the CSSC, including day members and shall be signed on as crew.

## 2.2 Acceptance of bookings:

2.2.1 The booking will be accepted on receipt of a completed booking form together with a deposit (see 2.3 Payment below) or the full payment.

2.2.2 The Club's Committee reserves the right to reject bookings or impose additional conditions if there appears to be insufficient experienced crew on board or for any other reason that may affect the safety of the yacht or crew.

## 2.3 Payment

2.3.1 All bookings made within 6 weeks of departure must be accompanied by full payment in order to confirm the booking.

2.3.2 Where booking for a charter or Sea Time berth is made at least 6 weeks in advance, the member shall pay a deposit of at least 20%. If multiple bookings are made, special arrangements for deposits may be agreed in writing or by email by the relevant organiser.

2.3.3 Deposits are not acceptable for Day Sails or courses; the full berth fee is payable at the time of booking.

2.3.4 Where a deposit has been paid, the full remaining balance must be received by the Club's Treasurer 6 weeks prior to the event.

2.3.5 If the member fails to pay the balance of any fees on time, the Club reserves the right to resell the booking and retain any payments already made.

2.3.6 Payments shall be by bank transfer unless otherwise agreed with the relevant organiser. Should a payment fail to clear then the booking will be deemed cancelled.

## 2.4 Cancellation, delay or curtailment

2.4.1 The member making the booking becomes liable for the full fee on acceptance of the booking, and if applicable, any other fees or charges incurred on behalf of the member such as RYA course administration fees.

2.4.2 However, if the member making the booking notifies the Club of cancellation, the liability will be limited as follows:

<b>Period before event</b>	<b>Liability for fees</b>
More than 26 weeks before start of Event	None
Between 26 and 6 weeks before start of Event	The greater of 20% or £50
Less than 6 weeks before start of Event	Full fee

2.4.3 Notwithstanding paragraph 2.4.2, the Club works for the benefit of members and the Committee will consider exceptional refund requests on a case-by-case basis.

2.4.4 In the unlikely event that the Club needs to cancel an event because of circumstances beyond its control including sickness, accidents, travel delays, weather, strikes, war or civil disturbance, then alternative dates will be offered or a full refund paid. The Club will not accept liability for consequential losses or incidental expenses incurred.

2.4.5 Where it is necessary to delay the start or curtail the event due to Club supplied equipment or personnel, refunds shall be made available to members as follows:

<b>Period of delay to start or curtailment</b>	<b>Refund due</b>
For each full day in excess of 18 hours	Days proportionally
Delays exceeding 1/3 <sup>rd</sup> of an event period	Option to cancel with full refund

2.4.6 The Club shall not be liable to pay any compensation for any loss or damage of any type arising directly or indirectly from the cancellation, delay or curtailment of an event. Members are strongly recommended to have suitable travel Insurance.

## **2.5 Delay or cancellation due to severe weather**

2.5.1 Severe weather shall mean winds or sea conditions likely to be a risk to the safety of the yacht or its crew, taking account of the intended sailing area and the suitability of the crew. As a guide severe weather shall be considered forecast wind strengths of Force 6 or above.

2.5.2 For whole yacht charters of 1 or 2 days, if severe weather is forecast for the duration of the charter, the Club may cancel or reschedule the event or restrict the sailing area. The member may postpone their charter booking in the 36 hours before the scheduled start of the event.

2.5.3 For courses, taster sails or events where the Club provides a Skipper, the Skipper may decide to delay, postpone, shorten or cancel based their assessment of weather, sea-state or other factors. Refunds of any fees paid will be refunded. No compensation will be made for any costs arising directly or indirectly from the cancellation, delay or curtailment of an event. Members are strongly recommended to have suitable travel Insurance.

2.5.4 Where cancellation or deferment is due to adverse weather, the member will be offered the option to reschedule the event to an alternative date. Fees already paid will be offset against the costs of that event. However, partial refunds will not be paid if the event takes place when a lower fee would be payable.

## **2.6 Curtailments and late return**

2.6.1 If the member abandons a charter, course or other event before the scheduled termination date and time, no refunds will be given and additional expenses incurred will not be reimbursed.

2.6.2 In the case of a whole yacht charter the Club may impose additional charges on the member for failure to comply with hand-back terms relating to time and location.

2.6.3 Where, in the opinion of the Club, the Approved Skipper with responsibility for the event exercised reasonable judgement in planning or ensuring safety or both, and took all proper steps to notify the incoming skipper and the Yacht Secretary of the delay, the Club may reduce or waive any penalties.

2.6.4 In the case of whole yacht charter, if the Charterer is unable to return the yacht to the agreed final destination port on time due to circumstances that could not be foreseen, such as non-forecast deterioration in weather, engine breakdown or any other circumstances, and subject to agreement of the Club, the Charterer and crew may elect to stay with the yacht at no extra charge, or make their own arrangements to return at their own expense.

<b>Late return</b>	<b>Penalty charge</b>
Over 6 hours and up to 12 hours late	£120
Over 12 hours late	The full daily rate plus 10% for each day or part day overdue
Failure to deliver to correct destination	Full cost of ECYD arranging return plus the full daily rate plus 10% for each day or part day delay in its return to the agreed destination

2.6.5 All members whether Approved Skippers, crew or trainees are recommended to obtain suitable travel insurance to cover the risk of cancellation, delay or curtailment.

## **2.7 Programme Committee discretion**

2.7.1 Members may apply to the Club to seek variation of specific terms. The Club may take account of special circumstance and remove or impose restrictions, obligations or penalties otherwise placed on members. In the event that a member is not content with the decision of the Club, they may refer their case to the Club’s Committee via the Club Captain who may refer any complaint to the Association.

## **3 Permitted use of the Yacht**

### **3.1 Racing**

3.1.1 Racing is not permitted.

### **3.2 Sailing area limits**

3.2.1 The yacht must not be taken outside the Insurance Warranted Cruising Range specified in the current Insurance Policy for the yacht. A copy of the current Insurance Policy is held with the Ship’s papers.

3.2.2 The Club yacht Freyja is fully coded to Category 2; that is up to 60 miles from a safe haven.

3.2.3 Approved Skippers holding the RYA Yachtmaster Coastal certificate are limited to the area 20 miles offshore.

3.2.4 Approved Skippers may not allow the yacht to exceed these limits except in a survival situation in order to make a safe haven. Such action should ideally be agreed in advance with the Club, or failing that the Club should be notified immediately it is practical to do so.

## **4 Authority on board**

4.1.1 The skipper in charge of the yacht must be a member of CSSC & CSSA who has been recorded as an Approved Skipper by the CSSA; who has attended a familiarisation session on board the Club yacht Freyja; who is familiar with the Skipper News Letters; and who is familiar with the Operations and Training Manual.

4.1.2 The Approved Skipper in charge is responsible for delivering the yacht to the agreed hand-back point by the agreed time, set-out in the Charter Agreement.

4.1.3 Where the charterer is not the skipper, the Approved Skipper has ultimate authority and is responsible for every aspect of the voyage for the charter period. For this reason and by the customs of the sea, the Approved Skipper's decision is final on all matters.

4.1.4 If the charterer is not an Approved Skipper or has not been familiarised on the yacht Freyja they may not sail without a qualified Approved Skipper. The charterer shall notify the relevant organiser the name of the intended Approved Skipper or they may ask the Club to seek a suitable Approved Skipper for the sailing area intended.

4.1.5 However, so long as these obligations are met, where the club provides an Approved Skipper that person shall comply with all reasonable instructions from the member charterer regarding the operation and movement of the yacht during the charter period.

4.1.6 The Approved Skipper may nominate another crew member (with their agreement) to act as nominal skipper for a passage, day or other period. However, this shall not affect the Approved Skipper's ultimate responsibility for the safety of the crew and yacht or for compliance with these policies and regulations.

4.1.7 In the event of complaints, these should be brought to the attention of the Approved Skipper at the earliest opportunity. If the complaint is serious (for example affecting the safety of the crew or the vessel or both) and if the Approved Skipper cannot resolve the issue it should be passed to the Club's Committee via the Club Captain on completion of the charter for investigation.

## **5 First Aid**

5.1.1 For all sailing events organised by the Club (particularly Day Sails, Sea Time and Training), the Club will ensure that the Approved Skipper or other person on board possesses a valid first aid certificate.

5.1.2 For member charters it is a requirement that the Approved Skipper or at least one crew member has a valid first aid certificate.

## **6 Expenses**

6.1.1 Details of expenses borne by the Club are shown in the Crew's articles (para 5).

6.1.2 Charterers are liable for all other fees, charges or fines incurred during an event, save where they are specifically included in the tariff of an event. Charterers are responsible for collecting contributions from crew members where appropriate. Any invoices received by the Club for non-payment of fees, charges or fines will be recovered from the charterer together with, at the discretion of the Club, an administration fee not exceeding 25% of the invoice, fee, charge or fine.

## **7 Losses and damages**

7.1.1 Club yacht is fully insured against loss or damage for members' charter, instructional and tuition use. However, repairs tend to be expensive and there is a significant excess, which is payable against each insurance claim made.

7.1.2 Whilst the Club does not require the payment of a security deposit, it reserves the right to require a contribution towards the cost of repairs or insurance excess where loss or damage is caused by carelessness or negligence.

7.1.3 However, should loss or damage occur during a Taster or equivalent Sail event under the direction of a Club recognised Instructor and crewmembers have acted under their direction, no crew member or charterer who is not the Approved Skipper will be held liable for damage.

7.1.4 If an incident has occurred where damage to the yacht, another vessel or installation, or injury to persons has resulted, the Approved Skipper shall submit a written report of the circumstances to the Club Captain or Yacht Secretary at the first opportunity.

7.1.5 If the assistance of the outside services (such as RNLi) has been sought by any means, the Approved Skipper shall report the circumstances as above. All incidents as described above must be entered in the log book at the first opportunity. 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

## **8 Yacht handover and acceptance** (See also [cs-sailing.org.uk/skippers](http://cs-sailing.org.uk/skippers))

8.1.1 The Approved Skipper/Charterer must sign the charter agreement before taking over the yacht, confirming acceptance of the terms of the charter and making health and suitability of crew declarations (see paragraphs 9.2.2 and 9.2.3). The Approved Skipper/Charterer must ensure that they and all members of the crew sign the crew articles and provide contact or next of kin information before departure. The crew information shall be provided electronically or on paper to the Yacht Secretary before departure. The signed hard copy shall also be sent to the Yacht Secretary at the earliest opportunity at the conclusion of an event.

8.1.2 Handover of the yacht shall take place at or after the time on the charter agreement. Acceptance of the yacht shall imply that the yacht is in good order.

8.1.3 A paper-based handover system is used. The incoming Approved Skipper is to note any information/reports provided by the outgoing Approved Skipper.

8.1.4 On acceptance any issues not noted on previous handover sheets should be recorded. The Approved Skipper should contact the Yacht Secretary or Yacht Husband before sailing if there are any faults judged liable to affect the safety of the yacht. The Yacht Secretary or Yacht Husband will advise what action is deemed appropriate and seek counsel from the Club Captain. All losses, damage and defects must be reported on the Clearance Note and sent to the Yacht Husband.

8.1.5 If reasons for non-acceptance of the yacht have not been reported to the Yacht Secretary or Yacht Husband within 12 hours of the start time on the charter agreement, it will be deemed that the yacht has been accepted.

8.1.6 At the end of the activity, any damage or faults not previously reported must be recorded on the Clearance Note. Any serious faults should be reported by telephone to the Yacht Secretary or Yacht Husband and highlighted to any incoming Approved Skipper.

8.1.7 Losses and Damages Section 7 should be read alongside this section of the Club's Policies and Regulations.

## **9 Safety**

### **9.1 General**

9.1.1 **Sailing can be dangerous.** Whilst every precaution is taken to avoid risks, it is everyone's duty to ensure their own safety and to avoid putting others at risk. The yacht is fully equipped to the highest standards and currently exceeds the statutory requirements of the Maritime and Coastguard Agency for charter yachts. There are sufficient life jackets, harnesses and other safety equipment for a full crew.

9.1.2 All crewmembers must follow the safety briefing and instructions given by the Approved Skipper.

9.1.3 Notwithstanding it is for each individual to take appropriate measures to protect their safety and the safety of other crewmembers taking into account, for example, current advice from the RYA, RNLI and Maritime and Coastguard Agency. Remember, lifejackets are useless unless worn.

9.1.4 Members participate in sailing activities at their own risk. The Approved Skipper, member charterer, the Club, Club official, CSSA or CSSC shall not be liable in the event of personal injury, death, loss or damage to personal property of any person connected with or invited on board the yacht arising in the course of or in connection with any event.

### **9.2 Approved Skipper**

9.2.1 The Approved Skipper has ultimate authority and is responsible for every aspect of the voyage – see Section 4: Authority on board.

9.2.2 The Approved Skipper must make a declaration that they believe that they are medically fit to participate in the planned activity (see paragraph 8.1.1).

9.2.3 The Approved Skipper must make a declaration that the crew is of a suitable size and sufficiently competent to undertake the planned activity (see paragraph 8.1.1).

9.2.4 The Approved Skipper shall provide a Safety Briefing to all crew at the start of any charter covering (at minimum) the points in MGN Annex 8 (a copy of this Annex is displayed in the Companion Way). An entry shall be made in the Ship's Log to confirm that the briefing has been given.

### **9.3 Crew**

9.3.1 Each crew member must declare that they are fit to participate in the planned activity. They must also declare that they have made known to the Approved Skipper any existing medical conditions that may render them unable to undertake the physical activities associated with sailing.

## **9.4 ECYD**

9.4.1 Notwithstanding the above if in the opinion of ECYD the Approved Skipper or crew or both lack the necessary experience and competence to handle the yacht safely, the Club reserves the right to cancel the event without refund, or to require the appointment of another Approved Skipper or competent crew at the cost to the member charterer. The Club may also limit the cruising area.

## **9.5 Insurance**

9.5.1 The Club yacht is fully coded to Category 2; up to 60 miles from a safe haven.

9.5.2 The Club insures the yacht and her equipment against loss or damage to her full value and provides third party liability insurance of at least £5,000,000.

9.5.3 Neither the Approved Skipper or member charterer shall take the yacht outside the cruising limits nor do any other act which may impair or void the yacht's insurance or prejudice a right to claim against the insurance.

9.5.4 See Section 7: Losses and damages.

## **10. Obligations of The Skipper, Charterer or Berth Applicant**

10.1 To make good loss or damage arising from latent defects or from fair wear and tear in agreement with the Yacht Secretary and/or Yacht Husband with funds reimbursed by the Club.

10.2 To make good all loss, in equal shares, of or damage to the yacht, to any gear equipment or furnishings belonging to the yacht caused during the Charter Period. The Club will cover any loss or damage arising after the Charter Period but prior to re-delivery which is not recoverable under the Insurance effected by the Club.

10.3 In the event of damage to or failure of the yacht or any incident involving a third party, the Approved Skipper/Charterer shall at the earliest opportunity (and in any case within 12 hours) report such occurrence to the Club and shall comply with any reasonable instructions given.

10.4 Not to lend, sub-charter or otherwise part with control of the yacht.

10.5 The Charterer or Berth Applicant shall not use the yacht for any purpose other than private pleasure cruising or training for the crew registered on the Agreement, nor race the yacht.

10.6 The Charterer and Berth Applicant shall limit the number of persons aboard to not more than the number of places on the yacht licensed by the appropriate authority.

10.7 Not knowingly or recklessly to permit to be done or to do or fail to do any act which may render void the Club's policy of insurance or result in the forfeiture of the yacht.

10.8 If the insurance policy of the yacht shall be rendered void or the policy monies withheld in whole or in part by reason of any act or default of the Charterer or Berth Applicant, the Charterer or Berth Agent hereby agrees to indemnify in equal shares the Club against any loss consequent upon such act or default.

10.9 To be fully responsible for the safety and security of the yacht at all times during the Charter Period. Unless the yacht is moored or anchored in a harbour, marina or similar location, the Skipper



further undertakes that the yacht shall at no time be left unattended and at least one member of the party shall remain on board the yacht in such circumstances.

10.10 The Skipper shall not allow the yacht to dry out or be stranded and shall ensure that the yacht is moored only at a secure and well-maintained mooring point. The Skipper shall not anchor the yacht in a place where anchoring is restricted or that is not suitable for anchoring such a yacht.

10.11 To observe all regulations of Customs, Port, Harbour or other Authorities to which the yacht becomes subject.

10.12 At no time during the Charter Period to allow any animals on board the yacht

10.13 The Charterer's or Berth Applicant's obligations under this Agreement shall continue until re-delivery.

10.14 The Skipper shall deliver the yacht to the Port of Return and shall inform the Club of any likelihood that this will not be achieved.

## **11 Organisation**

### **11.1 Committee**

11.1.1 The Club is administered by an elected or co-opted Committee formed of unpaid volunteers.

11.1.2 Committee members are voted into post at an Annual General Meeting by Club members in accordance with the Club's constitution, a copy of which is to be found on the Club's website.

### **11.2 The Programme Committee**

11.2.1 The Club's Committee may delegate responsibility for organising and administering the sailing programme to a programme committee made up of nominated committee members and Club members to organise different aspects of the sailing programme. The programme committee is normally chaired by the Yacht Secretary or the Crew Bureau. Decisions and recommendations proposed by the programme committee are referred to the Club's Committee for confirmation.

11.2.2 The Programme Committee may fill the following roles:

**Charter Organiser** - Member charters of the Club yacht

**Day Sail Organiser** - individuals or groups wishing to complete a single day sailing with no overnight stay

**Sea Time Organiser** - sailing of two or more consecutive days for individuals or groups wishing to gain experience and time at sea

**Training Organiser** - practical and theory courses

**The Crew Bureau Secretary** - maintains a list of member sailing interests and coordinates with other organisers as necessary

## 12 Definitions and general terms

### 12.1 ECYD membership

12.1.1 **Full Member** is a CSSA or CSSC member who has made an application to charter the Club yacht or applied for a berth on the club's yacht.

12.1.2 **Day Member** is a person who is not a CSSA or CSSC member but has made an application to be a crew member on the Club yacht or applied for a berth on the Club yacht. A person may be a Day Member for a period not exceeding fourteen days in total and will be charged an additional daily charge determined by the Club when participating in an event on a Club yacht.

### 13.2 Terminology

13.2.1 '**CSSC**' shall mean Civil Service Sports Council.

13.2.2 '**CSSA**' shall mean Civil Service Sailing Association, which is a body of the CSSC.

13.2.3 '**ECYD**' and '**the Club**' shall both mean the East Coast Yacht Division of the CSSA.

13.2.4 '**Member**' shall mean the Full Member or Day Member undertaking chartering, sailing, training or other activities with the Club.

13.2.5 **Programme Committee** - a sub-group of the Club's Committee with responsibility for organising and administering the sailing programme

13.2.6 '**Approved Skipper**' shall mean the person taking overall charge of the Club yacht and the crew on board. Strict conditions apply for a person to skipper a club yacht - see Section 4.1.1 : Authority on board, which sets out the approval process

13.2.7 '**Yacht**' shall mean the sailing vessel provided by the Club for use by members. Normally this will be the yacht Freyja owned by CSSC on behalf of the Club, but from time to time may be another yacht chartered by the Club for the purpose of pursuing Club activities

Issued by ECYD (a Division of the CSSA)