

2025 ECYD Policies and Regulations (14 Jan 2025)

EAST COAST YACHT DIVISION is an offshore 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). ECYD is an offshore 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 A new online electronic Booking System has and is being further developed: The Booking System can be accessed by copying and pasting this link:-

<https://5ksc.org.uk/sail/sdhome/ECYDbooking.php>

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2.1.2 Everyone sailing on a club yacht must be or become a Member (Day or Full Member) of the CSSC and be registered as Crew.

2.2 Acceptance of bookings:-

2.2.1 Acceptance of Bookings will be via email.

2.2.2 The Approved Skipper may reject Crew 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 Payment should be made as detailed in the electronic booking system, meeting the stated timelines (reiterated in the Bareboat Charter and Crew Berth/Course information documents).

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:

- More than 26 weeks before start of Event None
- Between 26 and 6 weeks before start of Event 30% of fee
- Less than 6 weeks before start of Event Full fee

2.4.3 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:

Refund due:

- For each full day over 18 hours: Days proportionally 2
- Delays exceeding 1/3rd of the period: Option to cancel with full refund

2.4.6 The Club will not 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 yachting travel Insurance.

2.5 Delay or cancellation due to severe weather

2.5.1 Severe weather, when conditions are likely to be a risk to the safety of the yacht or its crew, is normally considered of winds of Force 7 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, 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 other Events, where the Club provides a Skipper, the Skipper may decide to delay, postpone, shorten or cancel, based on an assessment of the weather, sea-state or other factors. Fees paid will be refunded. No compensation will be made for

any costs arising from the cancellation, delay or curtailment of an event. Members are strongly recommended to have suitable and adequate 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 (and took all proper steps to notify the incoming skipper plus 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

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other circumstances): Then, subject to the 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.

Late return

Penalty charges:

- **Over 6 hours to 12 hours late: £120**

- **Over 12 hours late:** Full daily rate plus 10% for each day or part day overdue
- **Failure to deliver to the correct destination:** Full cost of ECYD arranging delivery to the correct destination, plus the full daily rate and 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 Yachting 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 a 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 within the scope of the current

insurance. 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 currently fully coded to Category 2; that is up to 60 miles from a safe haven.

3.2.3 Approved Skippers holding the RYA Yacht Master 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, if possible, be agreed in advance with the Club, or failing that, the Club should be notified immediately, if 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: Holding all necessary and current documentation (See Approved Skippers and First Aid Sections); 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.

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 an 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 does 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 Any complaints 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 Club sailing events (particularly Day Sails, Sea Time and Training), the Approved Skipper will ensure they possess a valid first aid certificate.

5.1.2 For Member Charters it is a requirement that the Approved Skipper has a valid First Aid Certificate.

6. Expenses

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6.1.1 The club will reimburse the Skipper for the cost of fuel, gas, oil, consumable cleaning materials, plus consumable maintenance spares and tank water (if any) on presentation of receipts.

6.1.2 The Skipper (as Charterer) is liable for all other fees, charges or fines incurred during an event, except where they are specifically included in the tariff of an event. Skippers 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 Skipper 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 The 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, as determined by the Committee.

7.1.3 However, should loss or damage occur during a Taster or equivalent Sail Event, under the direction of a Club recognised Instructor, where Crew Members have acted under the club recognised Instructors direction, no Crew Member or Charterer, who is not the Skipper, will be held liable for damage.

7.1.4 If a significant incident has occurred where damage to the yacht, another vessel or installation, or injury to persons has resulted, the Skipper shall submit a written report of the circumstances to the Club Captain and Yacht Secretary at the first opportunity, using the MAIB Incident report form in the Ships Papers.

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.

7.1.6 Other than the receiving a tow from the RNLI, the Skipper should always offer a tow line to a boat proposing to tow the Club Yacht. Before a tow line is accepted by the Skipper, the Skipper must have agreed a towing fee. Any Skipper agreeing to tow another boat must only do so either as a matter of safety, or as agreed by the Club, or the "onsite operator" of the yacht and agrees not to attempt to make any subsequent salvage claim against the towed yacht.

8. Yacht handover and acceptance (See also cs-sailing.org.uk/skippers)

8.1.1 The Outgoing Skipper is responsible for completing the Clearance Note, Log Book and Maintenance Log. At the end of the activity, any damage or faults not previously reported must be recorded on the Clearance Note and sent to the Whats App ECYD Clearance Group. Any serious faults should be reported ASAP by Whats App messaging

or call to the Yacht Secretary or Yacht Husband and highlighted to any incoming Skipper.

8.1.2 The Skipper accepts the terms of the Charter Agreement in booking, 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 must ensure that they and all members of the crew have read and accept the crew articles, provide contact or next of kin information before departure. The crew information should be completed electronically or in the event of a Booking System failure, on paper, with copy sent by email or Whats App to the Yacht Secretary before departure.

8.1.3 Handover of the yacht takes place at or after the time on the Charter Agreement. Acceptance of the yacht shall imply that the yacht is in good order.

8.1.4 The incoming Skipper is to note any information/reports provided by the outgoing Skipper in the Yachts Log Book and Maintenance Book.

8.1.5 On acceptance, any addition issues not noted by previous Skipper, in the Clearance Notes, Log Book and Maintenance Log should be recorded. The 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 council from the Club Captain. All losses, damage and defects must be reported on the Clearance Note and sent to the Yacht Husband.

8.1.6 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.

8.1.7 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. 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 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.

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9.1.2 All Crew Members must follow the safety briefing and instructions given by the Skipper.

9.1.3 Notwithstanding, it is for each individual, to take appropriate measures to protect their safety and the safety of other Crew Members, considering, 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 Skipper, Member Charterer, the Club, Club Officials, CSSA or CSSC are not 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.

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.

9.2.4 The Approved Skipper must hold: A valid International Certificate of Competence (ICC) when sailing in European Waters (plus CEVNI endorsement for inland waters, if taking through Canals); and a recognised yachting First Aid Certificate: These should be evidenced by declaring the certificate number and date of expiry, which needs to be

recorded.

9.2.5 The Approved Skipper must provide a safety briefing to all crew at the start of any Charter covering (at minimum), the points in MGN Annex 8. An entry must 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 could affect said Crew Member whilst sailing.

9.4 ECYD

9.4.1 If in the opinion of ECYD the Approved Skipper, or Crew 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.

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9.5 Insurance

9.5.1 The Club yacht is currently 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, of or damage to the Yacht, to any gear equipment or furnishings belonging to the yacht caused during the Charter Period, in equal shares. The Club will cover any loss or damage arising after the Charter Period but prior to next activity, 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 Skipper or Charterer shall at the earliest opportunity (and in any case within 12 hours) report it 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 Skipper, 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, unless insurance is taken out, race the yacht.

10.6 The Skipper, 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 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 Skipper, Charterer or a Berth Applicant, then the Skipper, Charterer or Berth Applicant hereby agrees to indemnify in equal shares, the Club against any loss.

10.9 There is an Obligation 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 also 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 ensure that all anchorages are suitable, not restricted and will not allow the yacht to dry out or be stranded: They will ensure that the yacht is moored only at a secure and well-maintained mooring point.

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 Skippers obligations under this Agreement shall continue until delivery to Charter destination.

10.14 The Skipper shall deliver the yacht to the Charter Destination or shall inform the Club at the earliest opportunity of any likelihood that this will not be achieved.

11 Definitions and general terms

11.1 ECYD membership

11.1.1 A **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.

11.1.2 A **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.

11.2.1 Terminology

11.2.2 'CSSC' shall mean Civil Service Sports Council.

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

11.2.4 'ECYD' and 'the Club' shall both mean the East Coast Yacht

Division of the CSSA.

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

11.2.6 'Approved Skipper' , also referred to as the 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), and the CSSA Website which sets out the Skipper approval process.

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11.2.7 '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)

End.

