



## Terms and Conditions

### 1 Overview

- 1.1.1 These terms and conditions are intended as a clear and unambiguous agreement between the Channel Sailing Division (CSD) (“the Club”) and each Club member (“the Member”) undertaking chartering, sailing, training or other activities with the Club (“the Event”).
- 1.1.2 Terms and conditions for Events where fees are payable are included.
- 1.1.3 Definitions and common terms are set out at the end of this document.
- 1.1.4 In the spirit of running a not-for-profit club for the benefit of Members the Club’s General 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 (Charter, Day Sails, Sea Time or Training). Contact details are available from the CSD website at <http://www.channelsailing.org> or through the CSD Secretary.
- 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 CSSA: CSD yacht (also referred to as boat) (“the Yacht”), whether or not making the booking directly, must become Members of the Club (see 11.1 CSD Membership).

#### 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 CSD Programme Sub Committee (“the PSC”) 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 a charter or training booking is made at least 6 weeks in advance and the fee payable is over £120, the Member may elect to 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 Sea Time and 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 relevant Organiser 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 Due to CSD banking arrangements payments shall be by cheque 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:

| Period before event                          | Liability for fees        |
|--|---------------------------|
| 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 PSC 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 of the Event or curtail the Event due to CSD supplied equipment or personnel, refunds shall be made available to Members as follows:

| Period of delay to start or curtailment               | Refund due                        |
|---|-----------------------------------|
| 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. However, the PSC will consider favourably claims for unavoidable out of pocket expenses attributable to a delayed handover.

## **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 whole Yacht charters of 3 days or more, if severe weather is forecast the Member may submit a claim for a proportionate refund of the charter fee to the Club in respect of the whole days they have been unable to sail.
- 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 PSC may impose additional charges on the Member for failure to comply with hand-back terms relating to time and location.
- 2.6.3 If in the opinion of the PSC, 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 PSC may reduce or waive any penalties.
- 2.6.4 In the case of whole Yacht charter, if the Member 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 PSC, the Member 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 CSD 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 Sub Committee discretion**

2.7.1 Members may apply to the PSC to seek variation of specific terms. The PSC 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 PSC, they may refer their case to the Club's General Committee via the Club Captain.

## **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 of waters of the United Kingdom/Channel Islands/Eire and Europe between River Elbe and Brest, including Waterways North of 46 degrees 30 minutes North, and West of 10 degrees East, extended to include the West Coast of France not South of Bordeaux between 1st May and 30th September annually, without prior agreement of the Club.
- 3.2.2 The Club Yacht 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 further 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 PSC, or failing that the PSC 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 who has been approved by the procedures laid down by the Civil Service Sailing Association (CSSA), who has attended a familiarisation session on board the Club Yacht, who is familiar with the Skipper News Letters, and who is familiar with the Operations and Training Manual. Such Skippers will be listed (“the Approved Skipper”).
- 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 being chartered, they may not sail without a currently qualified Approved Skipper. The charterer shall notify the relevant Organiser who the intended Approved Skipper is or they may ask the PSC 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 crewmember (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 terms and conditions.
- 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 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 General 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 possesses a valid first aid certificate.
- 5.1.2 For Member charters it is recommended that the Approved Skipper or at least one crewmember has a valid first aid certificate.



## 6 Expenses

- 6.1.1 The Club will refund the costs of fuel and gas for the Yacht.
- 6.1.2 The Club will refund the costs incurred during an Event from the purchase of essential replacements or spares needed to ensure the safe operation of the Yacht. For expenditure over £100 the prior approval of the Yacht Husband or the Yacht Secretary should be obtained if possible.
- 6.1.3 Approved Skippers 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. Approved Skippers are responsible for collecting contributions from crewmembers where appropriate. Any invoices received by the Club for non-payment of fees, charges or fines will be recovered from the Approved Skipper together with, at the discretion of the Club, an administration fee.

## 7 Losses and damages

- 7.1.1 Club Yachts are 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 negligence.
- 7.1.3 However, should loss or damage occur under the direction of an Approved Skipper or Club recognised Instructor and crewmembers have acted under their direction, no crewmember 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 PSC at the first opportunity.
- 7.1.5 If the assistance of the emergency services 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 deck log at the first opportunity.

## 8 Yacht handover and acceptance

- 8.1.1 The Approved Skipper must sign the charter agreement before taking over the Yacht, confirming acceptance of the terms 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 sign the crew articles and provide 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.



- 8.1.2 Handover of the Yacht shall take place at or after the time on the charter agreement.
- 8.1.3 A paper based handover system is used. The incoming Approved Skipper is to complete the acceptance part of the Handover Clearance Note (pink copy) and the Handover Check List that the outgoing Approved Skipper has compiled.
- 8.1.4 On acceptance any issues not noted on previous handover sheets should be recorded. The Approved Skipper should contact the Yacht Husband team before sailing if there are any faults judged liable to affect the safety of the Yacht. The Yacht Husband team will advise whether the Yacht is safe to undertake the trip; they may need to visit the Yacht. All losses, damage and defects must be reported on the Handover Clearance Note and the top (white) copy sent to the Yacht Husband.
- 8.1.5 If reasons for non-acceptance of the Yacht have not been reported to the Yacht Husband team 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 handover sheet. Any serious faults should be reported by telephone to the Yacht Husband team and highlighted to any incoming Approved Skipper.
- 8.1.7 Section 7: Losses and damages should be read alongside this section of the terms and conditions.

## 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 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).

### **9.3 Crew**

9.3.1 Each crewmember 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 The Club**

9.4.1 Notwithstanding the above, if in the opinion of the Club 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 provide third party liability insurance of at least £3,000,000.

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 vitiate the Yacht's insurance or prejudice a right to claim against the insurance.

9.5.4 See also Section 7: Losses and damages.

## **10 Organisation**

### **10.1 Committee**

10.1.1 The Club is administered by the CSD General Committee formed of unpaid volunteers.

10.1.2 Committee members are voted into post at an Annual General Meeting by CSD Members.

### **10.2 The Programme Sub Committee**

10.2.1 The Club's General Committee has delegated responsibility for organising and administering the sailing programme to the PSC. The PSC consists of nominated committee members to organise different aspects of the sailing programme. Decisions taken by the PSC related to all aspects of the sailing programme are taken on behalf of the Club's General Committee. The PSC is normally chaired by the Yacht Secretary or the Crew Bureau Secretary.





10.2.2 The Programme Sub Committee fills 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

## 11 Definitions and general terms

### 11.1 CSD membership

11.1.1 **“Full Member”** is a CSSA or CSSC member who has made an application to charter a Club Yacht or applied for a berth on a Club Yacht.

11.1.2 **“Day Member”** is a person who is not a CSSA or CSSC member but has made an application to charter a Club Yacht or applied for a berth on a Club Yacht. A person may be a Day Member for a period not exceeding fourteen days and will be charged and additional £5 a day when participating in an Event on a Club Yacht.

### 11.2 Terminology

11.2.1 **“CSD”** and **“the Club”** shall both mean the Channel Sailing Division of the Civil Service Sailing Association

11.2.2 **“Member”** shall mean the Full Member or Day Member undertaking chartering, sailing, training or other activities with the Club

11.2.3 **“CSSA”** shall mean Civil Service Sailing Association, which is a body of the Civil Service Sports Council

11.2.4 **“CSSC”** shall mean Civil Service Sports Council

11.2.5 **“PSC”** shall mean Programme Sub Committee - a sub-group of the Club’s General Committee with responsibility for organising and administering the sailing programme

11.2.6 **“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: Authority on board, which sets out the approval process

11.2.7 **“Yacht”** shall mean the sailing vessel provided by the Club for use by Members. Normally this will be the yacht (also referred to as boat) 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

**End**