



SEA ESSAY of HAMBLE - Agreement

1. This Agreement is made this day of 2015 between the Club named in paragraph 1 of Schedule 1 hereto ("the Club"), a Division of the Civil Service Sailing Association ("CSSA") and the several parties identified by paragraph 2 of the said Schedule 1 ("the Crew").
2. This Agreement is subject to and shall be read in conjunction with the Club's Terms and Conditions current at the time of the Agreement, which are published on the Club's website at <http://www.channelsailing.org> and available from the relevant Club official.

Whereas

3. The Civil Service Sports Council Limited ("the Council") is the owner of the vessel ("the Yacht") more particularly described in paragraph 3 of the said Schedule.
4. By an Agreement dated 15 April 2015 ("the Agreement"), the Council let the Yacht to CSSA with inter alia permission to sub-let the Yacht through the agency of the Club subject in all other respects to the terms of the memorandum.
5. In consideration of the payment by the Crew to the Club of the premium specified in paragraph 4 of the said Schedule, the receipt of which the Club hereby acknowledges, the Club has agreed to transfer and the Crew have agreed to accept by way of a sub lease the control and management of the Yacht on behalf of CSSA for the period ("the period") specified in paragraph 5 of the said Schedule 1.
6. The Crew and the Club have agreed that the first signatory hereto of the Crew, being an Approved Skipper of CSSA, shall, for the purposes of Maritime Law and of customs of the sea, be the Master of the Yacht.

Now therefore

7. The Club:

- (i) agrees to deliver the Yacht to the Crew at the port of delivery specified in part 6 of the said Schedule at the time and on the date on which the period begins
- (ii) undertakes that the Yacht will have been insured as required by the Memorandum, and to provide with the Yacht's papers a copy of the policy of Insurance ("the Insurance") brief details of which are set out in paragraph 8 of the said Schedule 1 and the receipt for payment of the current premium, and
- (iii) will provide to the Crew all necessary registration and other documentation required in respect of the use of the Yacht as a sea going vessel by national legislation and regulations made thereunder and of the Crew's Articles specified in Schedule 2 and other domestic provisions governing the conduct of persons exercising functions on behalf of the Club



8. The Crew jointly and severally agree that:

- (i) acceptance by them on the said date of the Yacht acknowledges that it is in a seaworthy condition
- (ii) they will not lend, sub-let or otherwise part with the possession or control of the Yacht
- (iii) they will not use the Yacht for any purpose other than as a private pleasure vessel
- (iv) they will not, except by force of weather or in response with the customs of the sea to a call for assistance, so navigate the Yacht as to voyage outside the geographical limits prescribed in paragraph 7 of the said Schedule
- (v) they will not knowingly or recklessly do or permit any act which might void the Insurance of the Yacht or render it liable to forfeiture
- (vi) they will not permit the complement of the Yacht to exceed the number of its berths
- (vii) they will comply with all national or international Customs, Port Harbour or other Authority's regulations to which the Yacht becomes subject and in particular those relating to departure to and the return from foreign waters of the Yacht
- (viii) they will comply with the membership Rules, Bye-laws, Crew's Articles as specified in Schedule 2 and other Regulations of CSSA and of the Club
- (ix) they will secure that a report to the Club is forthwith made by radio telephone or other such immediate means and confirmed thereafter in writing, of any occurrence of any event which might:
 - a) give rise to a claim under the terms of the Insurance
 - b) cause the extension provisions of the period to have effect
 - c) cause the Yacht to be not seaworthy for acceptance by a subsequent user
- (x) they will at the end of the period return and deliver up the Yacht to the Club:
 - a) at the port of return specified in paragraph 6 of the said Schedule
 - b) free of all or any liability, costs, charges or damages of whatsoever nature which shall have arisen from the use of the Yacht during the period, and
 - c) subject to paragraph 8 (ix) c), in a seaworthy condition

9. It is hereby agreed and declared that neither the Club, the Club's officials, CSSA nor the Council shall be liable for any loss, damage or personal injury suffered by any of the Crew or any other person or persons the guests of them or any of them on board the Yacht during the said period.



Schedule 1

Part	Expression	Description
1	The Club	The Channel Sailing Division (“CSD”) of the Civil Service Sailing Association (“CSSA”) acting through its duly authorised official.
2	The Crew	The persons including the person agreed as Master, whose names, addresses and next of kin are set out in the testimonium hereto.
3	The Yacht	Sea Essay of Hamble, a Jeanneau Sun Odyssey 409, Official Number 920580 of Southampton, and Sail Number GBR 3828L, including all equipment, machinery and other gear on board the Yacht.
4	The Premium	£xxx (xxx hundred pounds)
5	The Period	from 1800 hours on the day of 2016 to 1800 hours on the day of 2016 Inclusive provided that the if the Crew are delayed by stress of weather or breakdown of mechanical or sail propulsion equipment, the actual date of the earliest possible return of the Yacht to the Club shall be substituted for the latter date.
6	Port of Delivery	Delivery at
	Port of Return	Return to Inclusive provided that if the Crew are delayed by stress of weather from effecting a return at such specified Port, the actual Port of return shall be substituted for that specified Port.
7	The Geographical Limits	Waters of the United Kingdom, the Channel Islands, the Isle of Man, Eire and the Continent of Europe from Brest to the River Elbe including the waterways North of 46° 30' North and West of 10° 00' East extended to include the West Coast of France not South of Bordeaux between 1 st May and 30 th September annually.
8	Insurance	£3,000,000 Third Party indemnity, subject to an excess of £750, with the Navigators and General Insurance Company Ltd Policy No. YT0046806N.
9	Special Conditions	
10	Suitability of Crew	The Approved Skipper declares that the Crew is of a suitable size and sufficiently competent to undertake this voyage.
11	Health Declarations	The Approved Skipper declares and believes that he or she is medically fit to participate in this voyage. Crew members declare and believe that they are medically fit to participate in this voyage and have made known to the Approved Skipper any relevant medical conditions that may render them unable to undertake the physical and other activities associated with sailing.



Schedule 2 - Crew's Articles

This document sets out the terms on which all Crew members, including the Approved Skipper, join a vessel chartered through the CSSA for all voyages. The Yacht must not be used for any type of racing. All on board must sign an agreement assenting to these terms and send it to the Yacht Secretary before commencing their voyage - see the Testimonium to this Agreement.

Command

The Approved Skipper is ultimately responsible for every aspect of the voyage, and for this reason and by the customs of the sea his or her decision is final on all matters. Consultation with the Crew should be done routinely as far as possible but legal orders must be obeyed without question. The Approved Skipper must routinely try to make contact with the previous and next Skipper or, if necessary, a Club official to make acceptable arrangements.

Ships work

All members of the Crew shall share equally in the work of the ship but the Approved Skipper may restrict some duties to those Crew members who possess the requisite qualifications. Instruction in seamanship will be part of Training courses and may be given to those who wish on Sea Time cruises when circumstances permit. Since the Approved Skipper's responsibilities are continuous from the sailing day till the final handover, he or she is not expected to take a full share of the routine chores.

Contribution to cost

The charter fee and all other relevant fees must be paid in full to the Club before departure for a voyage.

Each voyage shall be self-supporting and the cost of the voyage shall be shared equally between all on board. Before the Yacht sails the Approved Skipper should appoint a Purser by agreement with the Crew. The function of the Purser is to manage subscriptions from all on board as their individual contribution towards the cost of food, relevant harbour dues and other running expenses. If the total cost (including replacement of the Yacht's gear lost, damaged or used up, cost of repairs, third party and other claims not covered by insurance) exceeds the total of the agreed subscription, all on board shall contribute equally to the excess. Conversely, any balance remaining after all expenses of the voyage have been met shall be returned to the contributors in equal shares.

If the cost of the cruise greatly exceeds the estimate, application may be made to the Yacht Secretary, who if satisfied as to the reasonableness of the cause of the excess may make a contribution to it to be shared equally between the Crew.

Consumable stores

a) **Victuals:** Each Crew is responsible for supplying its own food. The incoming Approved Skipper should be told about supplies being left behind for the next crew, otherwise the boat should be cleared of unused supplies.

b) **Fuel, Gas and Water** (including reserve containers): You must use best endeavours to refill the main fuel and water tanks, reserve containers, and oil reserves. A full spare cylinder of gas for the incoming crew is expected. A level of above one third in the main fuel tank is the minimum level acceptable in summer. The incoming Skipper should be informed if you have not been able to refill so that the next Crew can plan accordingly. The Club will reimburse the costs of fuel and gas.



c) **Other Consumable Stores** (e.g. Bosun's gear, 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 it uses. The Club's chandler account facilities at Mercury Yacht Harbour should be used for gas and other equipment items.

Failure to return on time

If the Yacht is not handed over to the incoming Crew fully seaworthy and ready to sail with all her equipment working properly shortly before 18.00 hours local time, or at such other time as agreed between the Skippers involved at the place agreed, penalties may apply as set out in the Club's Terms and Conditions.

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 compensation allowed in the Club's Terms and Conditions, which provide that the Club's Programme Sub Committee will consider favourably claims for unavoidable out of pocket expenses attributable to a delayed handover.

Cruising limits

CSSA Yachts are not to be taken outside the area of the waters of United Kingdom, Eire and the Continent of Europe between Brest and the River Elbe and the continental inland 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 from the Club.

Crew's gear

All members of the Crew shall provide their own sea clothing, bedding e.g. sleeping bags, towels etc. Safety gear, including harnesses and lifejackets will be provided on the Yacht for the whole crew.

Liability

Members participate in sailing activities at their own risk. The Club's Terms and Conditions specify that the Approved Skipper, Member charterer, the Club, Club officials, CSSA or CSSC shall not be liable in the event of personal injury, death, loss or damage to personal property.

Ship's Log and handover clearance notes

Approved Skippers must ensure that the Yacht's Log and Handover Clearance Notes are fully and meaningfully completed.

Mandatory reporting

Incidents where the safety of the Yacht and Crew may have been compromised, such as grounding, must be recorded in the Log and all damage to the Yacht must be recorded in the Log and on the Clearance Notes. Any incidents involving damage to other vessels or property must also be recorded in the Log. The Yacht's Log also acts as the Radio Log. Therefore, any distress, urgency or safety call made or relayed; any calls made by Sea Essay for assistance; any other significant radio calls e.g. calls made to other vessels regarding collision avoidance, must be recorded in the Log.

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. The Approved Skipper must also submit a written report to the PSC at the first opportunity of incidents specified in paragraph 7.1.4 of the Club's Terms and Conditions. **End**