

# **Whitefriars Hire Fleet – Usage Terms and Conditions**

*Rev 0.2 15<sup>th</sup> January 2019*

Whitefriars Sailing Club (Club) maintains a fleet of boats (Hire Fleet) for sail hire purposes. Boats within the Hire Fleet are available for use by members of the Club<sup>1</sup> (Club Member) only.

From 1<sup>st</sup> January 2019 the following Terms and Conditions shall apply to bookings and usage by Club Members of boats within the Hire Fleet.

These Terms and Conditions have been introduced help ensure the safety of Club Members using boats of the Hire Fleet, to reduce wear and tear on these boats and to provide fair access to the boats.

Sailing is fun and enjoyable but can also be Hazardous. The Club will take all reasonable care in the preparation of the boats and in the provision of safety equipment, but the person making the booking is responsible for their own safety, the safety of helm and/or crew (if different) and the safe, undamaged return and storage of the boat.

## **1. Boat Booking**

- 1.1 The Club shall operate a fair booking process to ensure boats of the Hire Fleet are available to all.
  - 1.1.1 The boats of the Hire Fleet are not intended as substitutes for Club Members owning or using their own boats
- 1.2 The Club shall operate an email boat booking system.
- 1.3 Bookings for boats in the Hire Fleet can only be approved by one or more of the following list of approvers (Approver)
  - i. Commodore, Whitefriars Sailing Club
  - ii. Vice- Commodore, Whitefriars Sailing Club
  - iii. RYA Training Principal, Whitefriars Sailing Club
  - iv. Chief Sailing Instructor, Whitefriars Sailing Club
- 1.4 No boats of the Hire Fleet can be used without prior booking and approval of that booking by an Approver. No other boats can be used.
- 1.5 Only certain boats within the Hire Fleet will be available for booking at the discretion of the Approver.

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<sup>1</sup> excludes Temporary Members, Social Members, South Cerney Angling Club Group Members (SCAC)

- 1.6 A Club Member may book and use (either as helm or crew) any of the boats in the Hire Fleet that are made available for independent sailing, subject to acceptance of these Terms and Conditions.
- 1.7 Where the Club Member or Junior Member is under the age of 16 years at the time of booking, a Responsible Adult must make the booking on the behalf of the Club Member or Junior Member, subject to acceptance of these Terms and Conditions, and that Responsible Adult must be in attendance at all times during the usage of the boat or boats.
- 1.8 If these Terms and Conditions are deemed to have been breached by either a Club Member or the Responsible Adult, then they will be excluded from making future bookings and future usage of boats in the Hire Fleet.

## 2. Booking Fees

- 2.1 There is a booking fee (Fee) per boat per booked session (Session) or per boat per booked day (Day).

Boat Type	Fee per Session	Fee per Day
Comet Trio (white hull)	£15	£25
Laser sail no. 139379 'L13'	£10	£20
Laser sail no. 121640 'L13'	£10	£20
2000 sail no. 21239	£15	£25

- 2.2 Session timings
- 2.2.1 Morning Session – up to 1.00pm
- 2.2.2 Afternoon Session – between 1.00pm and 5.00pm
- 2.2.3 Evening Session – after 5.00pm
- 2.3 Bookings are made on a first-come, first-served basis but scheduled Club Training sessions have priority access to the boats.
- 2.4 The Fee collected will be used to maintain the Hire Fleet and must be paid in advance of the booked Session or Day or within one day of boat usage

## 3. Boat Usage

- 3.1 Boats will be rigged in the manner as defined by the Club. The person hiring the Boats will be held responsible for boats that are incorrectly rigged and may incur a re-rigging charge (£10) if put away with incorrect rigging in place.
- 3.2 The Club will provide detailed written rigging instructions for each class of boat in the Hire Fleet

- 3.3 Club Members (or Responsible Adults in the case of a Club Member or Junior Member under 16) are responsible for correct usage of the boats during the Session and correct storage thereafter. Incorrect storage of items after use (eg. leaving items of rigging on the boat when they should be put back into store) may result in the person hiring the boat being liable for the replacement of items that are lost as a result.
- 3.4 Boats are made available for sailing purposes and may be raced in accordance with Club Race Rules.
- 3.5 Repeated and deliberate capsizing of the boats during the Session is not permitted without prior approval of the Approver.

**4. Minimum RYA Qualification**

- 4.1 When in use on the water a boat must have a helm or crew on board with either the following minimum RYA dinghy sailing qualification, or a helm or crew on board who has demonstrated the equivalent sailing standard or who is under the instruction of a RYA-Qualified Dinghy Instructor at the time of usage.

<b>Boat Type</b>	<b>Minimum RYA Stage (Junior)</b>	<b>Minimum RYA Level (Adult)</b>
Comet Trio (white hull)	4	3
Laser sail no. 139379 'L13'	3	2
Laser sail no. 121640 'L13'	3	2
2000 sail no. 21239	4	3

- 4.2 The person making the booking is responsible to ensure that the helm and crew have sufficient sailing experience for the type of boat in the weather conditions at the time of usage.
- 4.3 It is an insurance requirement that either the helm or crew (if appropriate) must be a Club Member or Junior Member.

**5. Safety**

- 5.1 When in use on the water the maximum number of persons on board an individual boat at any one time shall not exceed

<b>Boat Type</b>	<b>Maximum number of persons onboard</b>
Comet Trio (white hull)	3
Laser sail no. 139379 'L13'	1
Laser sail no. 121719 'L13'	1
2000 sail no. 21239	3

- 5.2 Where the boat or boats are to be used by a Club Member or Junior Member under the age of 16 at the time of booking, a Club safety boat must be launched, equipped and available during the duration of the Session. Use of the Club safety boats is defined by the rules of the Club.
- 5.3 Where the boat or boats are to be used by a Club Member or Junior Member under the age of 16 at the time of booking, a mast head float must be used during the duration of the Session.
- 5.4 Club safety rules must be followed at all times.

## **6. Faults and Damage**

- 6.1 Any faults, damage, missing items or problems with the booked boat prior to usage must be reported before use.
- 6.2 Any faults, damage (howsoever caused), missing items or problems should be reported to an Approver as soon as possible after the Session has completed.
- 6.3 The person making the booking will be liable to repay the Section for any loss or damage to the boat or its equipment caused by the negligence of that person and/or the helm/crew using the boat in the Session.
  - 6.3.1 Specifically loss of the daggerboard, rudder, tiller and/or kicker (vang) unit from one of the Hire Lasers will result in the person making the booking being liable for the full replacement cost.

## **7. Location**

- 7.1 Boats of the Hire Fleet must not be removed from the Club location (Lake 26) for sail use at other locations without prior approval of the Approver.

## **8. Boat Availability**

- 8.1 If for any reason a boat is not available for the booked session, the Approvers will make an alternative boat available whenever possible. No liability is accepted by the Club or Section where the boat originally booked is not available and an alternative boat cannot be supplied.