



# HFSC Club Boat Scheme Rules



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## 1. Introduction

This document describes the Club Boat Scheme (the 'CBS') used to manage boats belonging to HFSC.

The purpose of the CBS is to provide access for Club members to sailing and other water sports equipment without having to make a significant up-front financial investment. A pay-to-use model enables the cost of the equipment to be met by several individuals sharing the equipment, backed by the Club.

The Club Boat Scheme is a scheme, not a service – the Club Boat Fairy will not put the covers back on, wash the boat off or put the gear away if individuals forget. Like the rest of HFSC the CBS is run for members by members.

### 1.1 Scope

Equipment available under the CBS will include two SL16 catamarans including mainsail, jib and spinnaker. Other equipment (such as buoyancy aids and trapeze harnesses) may also be available depending on demand.

It should be noted that availability of equipment is subject to usage by other members and HFSC cannot guarantee the availability of any item.

HFSC does not provide wetsuits, drysuits or gloves.

### 1.2 Responsibility for Administration

The HFSC Committee will nominate a Committee Member (the 'Club Boat Officer') to be responsible for day-to-day administration of the CBS and the first point of contact for CBS members (or potential members).

## 2. Membership Requirements

Anyone that wants to use a club boat must be a member of the CBS.

Membership of the CBS is open to HFSC members with the following membership grades and ages:

- Individual (must be over 18)
- Family (must be over 16)

Club members wishing to join the CBS must complete a CBS application form. This form:

- Confirms their acceptance of, and understanding of, these rules
- Records previous sailing qualifications and experience
- Records which payment method they wish to use

For those with Family membership of HFSC, every member of the family that wishes to reserve a club boat must complete a separate CBS application form.

CBS application forms will be reviewed by the Club Boat Officer and if the experience described in the form meets or exceeds the minimum criteria described in section 2.1 then the individual will be accepted for membership of the CBS and invited to attend a briefing on boat rigging and the sailing area (see section 2.2) after which they will be able to reserve boats and equipment via the Club's online booking system. If their experience does not meet the minimum criteria, they will be informed of this by the Club Boat Officer and they will not be accepted for membership of the CBS at that time. This does not however prevent them sailing on a club boat with someone who is a CBS member.

## 2.1 Minimum Experience Requirement

To join the CBS individuals must be competent to take a boat out safely and without damaging the boat (or other people's boats). HFSC requires that potential CBS members have a minimum level of experience and/or sailing qualifications, which may be any of the following:

- RYA Level 2 Multihull qualification
- RYA Level 2 Dingy qualification with relevant multihull experience
- Have at least 2 seasons' experience gained from using a dinghy catamaran or high-performance sailing dinghy owned by that individual (or in which the individual had a significant share).
- Be able to provide third-party confirmation of significant experience in sailing small catamarans or high-performance dinghies as a helm. This may be from an HFSC member or non-member.

For marginal cases the Club Boat Officer may refer an application to the HFSC Committee whose decision is final. Individuals may also request that their application be referred to the HFSC Committee if they disagree with the interpretation of the Club Boat Officer.

The Club Boat Officer (or any other HFSC Committee member) will not undertake on-water assessment of capability or competence.

It should be noted that these minimum requirements are generic. By allowing an individual to use a club boat, HFSC is not certifying or confirming that the individual has the knowledge and experience to sail a club boat safely. The responsibility for deciding to put to sea in the prevailing conditions lies solely with the individual(s) using the boat (or with their parents if under 18).

## 2.2 Briefings

The following briefings are required before a new member of the CBS can reserve a club boat:

- Boat rigging and safety briefing (mandatory).
- Club sailing area and hazards brief (as described in section 5 and 6 of the HFSC Club Handbook). This is a requirement for new members but optional for existing members who have been with the Club for a long time and know the area well.

The briefings will be done by the Club Boat Officer or his/her delegate.

The 'boat rigging and safety brief' will cover elements of sailing specific to this boat but it is NOT 'how to sail a catamaran'. The purpose of setting minimum experience criteria is to ensure that individuals already know how to sail a catamaran before getting to this point in the process.

## 3. Payment Methods

Membership of the CBS is free however CBS members must pay to use a club boat and equipment. Two payment methods are available:

- Annual fee
- Pay-as-you-go ('PAYG')

The fees currently applicable are stated on the latest version of the CBS membership form.

### 3.1 Annual Fee

- One-off payment for the sailing season

- Fee enables unlimited use (subject to their availability) of the club boats, sailing equipment and SUPs
- No restrictions on how far ahead a boat can be reserved in that season
- Can hold up to 3 boat reservations (but only for a single boat at a time).

Refunds of the annual fee for members wishing to leave the Club, or reductions for individuals joining part-way through the season will be on a pro-rata basis in line with Club policy on membership fees. Members will remain liable for all charges accrued through their membership of the CBS. HFSC may offset refunds against outstanding charges.

### 3.2 PAYG (Pay-as-you-go)

- No up-front fee.
- Fee to use a boat is paid via the online booking system when a boat is reserved.
- Fee enables unlimited use of a boat for a 5-day period from the date of the reservation, within the time limits of the selected session (Day or Twilight session as explained in section 4).
- Can hold 1 boat reservation.
- Fee is for the boat only. Other items (if available) such as trapeze harnesses and SUPs may also be reserved separately for a fee.
- Fees are for use of the boat and equipment, not per person (i.e. the cost is the same whether you sail single-handed or double-handed).

## 4. Boat Reservations

All boats shall be reserved via the Club's online booking system, and **a reservation is mandatory for any use of a club boat or equipment**. This includes using a boat 'on the day' even if nobody else is around, and even if you pay by annual fee.

On race days the Club may prioritise reservations by individuals wishing to race.

Only the individual that has reserved the boat need be a member of the CBS. The other person (if sailing double-handed) may or may not be a member of HFSC (normal Club rules apply – occasional visitors are acceptable, regular visitors should get a Crew membership).

### 4.1 Sailing Season

Boats may be reserved and used throughout the year. However, it should be noted that after the Autumn work party HFSC allows a gravel bank to build up across the slipway to reduce the chance of flooding in the Club compound. After the Autumn work party this gravel bank is not to be removed to facilitate launching of club boats.

### 4.2 Reservations by CBS Members with Single Membership of HFSC

The individual that has reserved the boat must be the person that will use the boat – it is not acceptable to reserve a boat on behalf of someone else.

The individual that has reserved the boat may helm or crew.

### 4.3 Reservations by CBS Members with Family Membership of HFSC

For those with Family membership of HFSC, any member of the family over the age of 18 may reserve a boat on behalf of any other CBS member from the same family. The individual that reserves the boat remains wholly responsible for the boat (as if they were using the boat themselves) and will be the point of contact for HFSC in the event of any incident.

At least one of the individuals using the boat must be a CBS member from the same family (who may helm or crew).

Where a family has paid an annual fee for CBS membership (and may therefore hold up to 3 reservations), only one boat can be reserved simultaneously. To use more than one boat simultaneously a family must either hold more than one annual membership, or reserve the additional boat via the PAYG method.

For the avoidance of doubt, where a boat is reserved for someone under the age of 18, the parent or legal guardian remains wholly responsible for that person, their safety, and the safety of the club boat whilst using a club boat. Your attention is also drawn to section 11, Safety Cover.

### **4.4 Reservation Sessions**

Boats may be reserved for the following sessions:

- Sunrise to 4pm ('Day' session)
- 4pm to sunset ('Twilight' session)

Providing there is no clash with reservations made by others, individuals may reserve consecutive Day and Twilight sessions.

Boats must be ashore between sunset and sunrise.

Individuals with a reservation for a Day session must ensure that the boat is back in the club compound by 4pm, but it need not be de-rigged by this time (since another person may have reserved the boat for the Twilight session). The exception is where a hand-over has been pre-agreed outside of the compound – see section 6.

It is not acceptable for an individual to assume that they can continue to use the boat beyond 4pm just because there were no other reservations at the time that the boat was taken out.

A boat may be handed-over during a session – see section 5.

### **4.5 PAYG Reservations**

A CBS member wanting to reserve a boat via the PAYG method must pay the reservation fee online at the time that the boat is reserved via the online booking system.

Once the reservation is made the CBS member may do any of the following within a 5-day period starting from the date of that reservation, without incurring additional cost:

- Before the boat has been used, change the date of the reservation to another date within the 5-day period
- After the boat has been used, make another reservation within the 5-day period
- Request a refund if the boat has not been used at all within the 5-day period (see section 4.5.1)

If the initial reservation was for a Twilight session then all subsequent reservations must also be for a twilight session, however the CBS member may upgrade the session to a day session for a fee.

If the original reservation was for a Day session then subsequent reservations may be for a Day session or a Twilight session.

Note for clarity – the 5-day period is a time within which reservations may be made and altered, and the boat used. You have not reserved the boat for the whole 5 days!

#### **4.5.1 Refunds for PAYG Reservations**

CBS members may request a refund of a PAYG reservation fee in the event that they cannot use the boat at all within the 5-day period, e.g. poor weather conditions, boat damaged by others, family emergency etc.

Refunds are not available on-line but shall be requested from the Club Treasurer. Please complete the Club Boat Reservation Refund Form (electronic and manual versions are available) and send to the Club Treasurer.

Please note that whilst the CBS does not limit how many times a boat may be used during the 5-day period, the CBS has been costed on the assumption that most people will only use the boat once. The 5-day reservation window has been included to provide people with maximum flexibility; requests for refunds based on only being able to reserve the boat once will not be accepted.

### **4.6 Cancellation of Reservations**

To maximise availability of boats to CBS members individuals must not make boat reservations that they do not intend to use, and shall cancel reservations that they cannot use as soon as possible via the online reservation system (NOT by phoning the Club Boat Officer).

Requests for refunds of PAYG reservations may be reviewed by the HFSC Committee with the intention of identifying frivolous reservations, and a refund may not be given if reservations are not cancelled promptly.

### **4.7 Instructor and Committee Reservations**

One or more boats may be reserved on behalf of HFSC for HFSC events or activities where these have been sanctioned by the HFSC Committee.

Boat(s) may be reserved by an instructor (whether a member of HFSC or a third-party service provider), or by the Club Boat Officer.

Where an individual reserves a boat on behalf of HFSC they are responsible for ensuring that the boats are used appropriately (in line with what has been sanctioned by the HFSC Committee), but they are not financially liable for any damage to the boat (refer to section 9.4 for details).

## **5. Handovers**

### **5.1 End of Session**

Where a boat is handed-over at the end of a session, the hand-over shall take place in the Club compound unless agreed otherwise between the individuals concerned in which case the boat can be handed over on the beach or on the water.

It is the responsibility of the individual receiving the boat to confirm that the boat is damage-free just as if the boat were in the Club compound. If an individual feels that it is not possible to do this on the water then the individual should not accept an on-the-water handover and the boat should be brought ashore.

### **5.2 Mid-Session**

CBS members may agree to a hand-over mid-session however the following should be noted:

- Where the boat has been paid for on a PAYG basis, the members need to sort out any apportionment of the reservation fee between them – HFSC will not 'split' reservations fees.
- The individual that reserved the boat for the session remains responsible for it (and liable for damage to it) unless and until the online booking system has been updated. It is the responsibility of the individual that reserved the boat for the session to make sure that this is done.

### 6. Responsibilities and Obligations of CBS Members

The individual that has reserved the boat is wholly responsible for the boat from the time that the tie-downs are released in the compound until the time the tie-down are re-secured correctly, or the boat is handed-over to (and accepted by) another CBS member (see section 5).

The individual that has reserved the club boat has the following responsibilities:

- Not to put to sea in current or forecast weather conditions that would exceed his/her capabilities (or those of anyone sailing with him/her) and which might therefore result in personal injury or damage to the boat and/or its equipment.
- Not to put to sea unless satisfied that the boat is seaworthy.
- To ensure that they (and anyone else on the boat) wears a buoyancy aid.
- To take a working mobile phone with them.
- To treat the boat and equipment as if it were their own property, recognising that the boat is a shared resource and their actions or omissions may prevent other CBS members from using the boat.
- If intending to use the spinnaker, to check it for damage before going afloat and at the first hoist (see 9.6).
- To ensure that all equipment is rinsed and stored correctly after use, covers fitted and boat tie-downs fixed correctly.
- To cancel reservations that are not required, and to do so in a timely manner.
- To notify the Club Boat Officer (or in his/her absence, any member of the HFSC Committee) as soon as possible of:
  - Loss or damage to the boat and/or equipment (whether done by that individual or not).
  - Injury arising from use of the club boat.
  - Loss or damage done to third-party boats (including those of HFSC members), or any injury to third parties.
- To assist the Club Boat Officer to complete a written report in the event of an insurance claim.
- To make the Club Boat Officer aware of any items requiring maintenance due to 'normal wear and tear'. This may, at the discretion of the Club Boat Officer, require individuals to record such items in a task log.
- Not to remove (or allow to be removed) any component or part of the boat unless for the purpose of maintenance or repair. For example, it is not acceptable to 'borrow' bits of a club boat, including launching trolleys. Note however that certain items of kit (such as trapeze harnesses) can be reserved via the online booking system for use on other (non-club) boats.

### 7. No-go Areas

The following are no-go areas for club boats. The HFSC Committee reserves the right to suspend or remove the CBS membership of individuals that do not comply with this requirement:

- Boats shall not be sailed across the submarine barrier. They may however be sailed through the inner or outer passage.
- Boats shall not enter the area bounded by:
  - The outfall at Langstone Harbour entrance

- The pier at Langstone Harbour entrance
- An imaginary line drawn between the seaward end of the outfall and pier

Note that this also precludes a boat being sailed across the outfall at high tide.

- Boats shall not sail within 20 boat lengths of the up-tide side of the outfall or pier at Langstone Harbour entrance.

### 8. Maintenance of Club Boats and Operation of the CBS

Members of the CBS have an obligation to donate some of their time to maintaining the club boats and running the Club Boat Scheme, as directed by the Club Boat Officer. This may involve tasks such as:

- Checks and light maintenance to address normal wear and tear (e.g. replacing ropes or blocks, cleaning hulls and covers etc).
- Showing new CBS members how to rig the boats.
- Checking and reporting condition of equipment.

Maintenance tasks will NOT involve repairing significant accident damage.

Maintenance costs must be pre-approved – refer to section 10. Reasonable expenses will be reimbursed against receipts.

### 9. Cost of Loss and/or Damage

This section is not about replacement of items that are worn out. The Club will pay for 'fair wear and tear' out of the CBS membership fees.

Individuals are strongly recommended to check all parts of the boat before they go out and take date/time stamped pictures of any areas of concern. If an individual notices damage before they take the boat out then they must report it immediately and before they go sailing, otherwise they may be held responsible for it.

As noted in section 6 any loss or damage MUST be reported as soon as possible.

CBS members will not be held liable for theft of items from a club boat providing the individual has not been negligent, and has followed the Club's instructions for use and storage of the boat. A launching trolley and stern supports may be left unattended on the beach next to the slipway (providing they are left above the high tide line!).

The individual that reserved the boat will be held responsible for the cost of loss or damage. HFSC will not mediate between the individuals using the boat at the time that the damage occurred.

The HFSC Committee will decide whether to meet a repair bill from Club funds or make an insurance claim depending on the circumstances.

For the avoidance of doubt, HFSC will select a repairer and repair method with the intention of maximising the value of the boat to the Club and to other members of the CBS and completing the repair promptly, not to minimise the cost to the individual responsible for causing the damage.

#### 9.1 Member's Liability and LDF

A key advantage of becoming a member of any sort of shared boat scheme (rather than having their own boat) is that an individual's liability for loss or damage has a defined limit, and the CBS is no different. However, whilst HFSC recognises that despite the best efforts of all involved accidents do happen it is important that every CBS member bears an appropriate level of financial liability for loss or damage, not only as an incentive to be careful but also to

ensure that other CBS members do not pick up the tab for an individual's negligence or lack of care.

CBS members are not required to pay a deposit against loss or damage. However, by joining the CBS individuals are agreeing to pay a contribution towards the cost of loss or damage done by them. This means that costs over-and-above the member's contribution will need to be met from HFSC funds, or an insurance claim, or from the CBS member themselves if they are willing to pay more than they are obliged to under the terms of the CBS.

Each member's financial liability for loss or damage done by them will be based on the 'Loss and Damage Factor', or LDF. HFSC will set the value of the LDF at the beginning of each season based on the Club's insurance excess for club boats and experience from previous years. The LDF will be written on the CBS membership form for that year.

At the start of each season every CBS member's financial liability, **per incident**, for loss or damage done by them, will equal the LDF and will remain the same providing they cover the full cost of any damage done by them. However, each time HFSC has to cover any part of a repair cost (whether from Club funds or via an insurance claim), that individual's liability for loss or damage done by them will increment by the value of the LDF.

### **Example 1 – Ben**

*LDF = £200 for that year. Ben's liability for loss or damage is initially £200 per incident.*

*Ben breaks a boom costing £195 to replace. This is less than Ben's liability for loss or damage, so Ben is obliged to pay £195. Ben's liability for loss or damage remains at £200.*

*Ben capsizes and falls through the mainsail incurring a repair bill of £250, and decides to pay the whole amount. Ben's liability for loss or damage remains at £200.*

*Ben hits the fairway mark incurring a repair bill of £850. He decides to pay only what he is obliged to (£200), so the Club makes an insurance claim. Ben's liability for loss or damage is now £400.*

### **Example 2 - Noah**

*LDF = £200 for that year. Noah's liability for loss or damage is initially £200 per incident.*

*Noah also capsizes and falls through the mainsail incurring a repair bill of £250, and decides to pay only what he is obliged to (£200). The Club finds the difference from CBS funds. Noah's liability for loss or damage is now £400.*

*Noah also hits the fairway mark incurring a repair bill of £850. He is obliged to pay £400 and decides to pay only this amount, so the Club makes an insurance claim. Noah's liability for loss or damage is now £600.*

## **9.2 Payment by CBS Members for Loss or Damage**

For repairs expected to significantly exceed an individual's liability for loss or damage a quotation for the cost of the repair or replacement will be obtained and the individual given the option to pay the amount in full or only pay up to his/her liability limit. This will help HFSC decide whether an insurance claim will be necessary.

Following completion of a repair or replacement, the Club Treasurer will write to the individual enclosing an invoice for the repair (for the agreed amount) and confirming the individual's liability for loss or damage applying subsequently. The individual shall pay the invoice promptly.

### 9.3 Repairs by CBS Members

All repairs are to be done by an individual or supplier nominated by the HFSC Committee.

Under no circumstances are individuals to repair damage caused by them or replace lost items without prior agreement from the HFSC Committee (with the exception of straightening the tiller extension and boom as explained in section 9.7).

### 9.4 Liability for Boats Reserved for HFSC Events and Activities

Liability for damage to a boat reserved on behalf of HFSC shall be borne by HFSC, not the individual that reserved the boat. However, organisers of events or activities are expected to make event-specific arrangements to ensure that this liability is put back on the users of the boats where appropriate to do so.

For example, if a boat were used for taking potential new members out during a Club open day it would be appropriate for the Club to take the liability for cost of damage because the boats are being used wholly for a Club activity. However, if the boat were used for formal training, it might be appropriate for an individual taking part to bear the liability for the cost of loss or damage as if that individual had reserved the boat themselves.

### 9.5 Adjusted Value of Replacement Items

Where items have to be replaced (either because they are lost, or damaged beyond economic repair), it is probable that the replacement will be in better condition than the original item. HFSC does not expect individuals to subsidise the CBS by making things better than they were previously.

HFSC will use the following basis to set the value of an item for the purpose of establishing a CBS member's liability. In all cases the value used as the starting point will be the current replacement value, not the cost of the item at the time it was originally purchased:

- Buoyancy aids and trapeze harnesses – 20% annual reduction in residual value
- Shackles and non-wearing metallic items – no reduction
- Blocks – 10% annual reduction in residual value up to a maximum reduction of 25%.
- Ropes – 15% annual reduction in residual value
- Tiller extension and boom – 15% annual reduction in residual value

It should be noted that in most cases this will be irrelevant because the adjusted value of a replacement item will still be significantly higher than the member's liability for loss or damage as described in section 9.1. For this reason, items such as hulls, mast and sails are not listed.

The Club Boat Officer will decide whether to replace or repair a specific item.

For the purposes of the adjusted value calculation only, a purchase date of January 1<sup>st</sup> 2017 shall be assumed for all items that were acquired from Loday White as part of the original boat purchase, or were acquired second-hand from other sources when the boats were first assembled at HFSC.

### 9.6 Spinnakers

Minor damage to spinnakers (such as pinholes and rope abrasions) will be treated as 'fair wear and tear'.

A CBS member will be liable (as stated section 7.1) for the repair of tears caused by them directly (for example by poor spinnaker retrieval technique in a capsized, or by continuing to use a spinnaker with superficial damage that results in the tear spreading to cause further, significant damage).

Individuals intending to use the spinnaker shall check for damage before going afloat, and at the first hoist.

The Club will endeavour to keep a spare spinnaker available for CBS members to use, however this cannot be guaranteed.

### 9.7 Tiller Extension and Boom

A CBS member may straighten a bent tiller extension or boom (or have one straightened) providing the item is functional afterwards and does not have weak areas. The straightened item must:

- Be visually straight (within ½ of the diameter for a boom, and 2 diameters for a tiller extension).
- Be free from kinks, large dents or significant ovality/flattening.
- Not be joined, welded or cut.

Minor surface marking and deformation is acceptable.

Items **shall not be heated** to aid straightening.

In the event that the item does not conform with the above it shall be considered 'damaged beyond economic repair' by the CBS member.

Successful straightening of a tiller extension or boom does not have to be reported to the Club Boat Officer.

The Club will endeavour to keep a spare tiller extension and boom available for CBS members to use (however this cannot be guaranteed).

### 10. Authorisation of Costs

Authorisation for the cost of repairs or replacements (whether arising from accidental loss, damage or 'wear and tear') shall be granted by:

- The Club Boat Officer, for repairs or replacements up to an estimated value of £100.
- The HFSC Committee, for repairs or replacements over an estimated value of £100. For sail, hull or rudder blade repairs with an individual estimated value over £250 quotations from at least 2 different suppliers should be obtained.
- The HFSC Committee, for any repair or replacement involving an insurance claim whatever the value.

### 11. Safety Cover

HFSC does not provide a rescue service (safety cover) of any kind for individuals using club boats.

HFSC provides support boat cover for certain Club events and whilst reasonable efforts will be made to provide support to those taking part in Club events this should not be relied upon especially in extreme weather conditions, and in any event the level of assistance is limited to that which can be practically provided in the circumstances.

### 12. Insurance

Insurance cover provided under the Club Boat Scheme is limited to that provided under the club boat section of the Club's general insurance policy. This does not include cover for personal injury or loss of personal items. It includes cover for the boat whilst racing.