



LCSC Offshore - Terms and Conditions

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1 INTRODUCTION

This document sets out the Terms and Conditions which apply to London Corinthian Sailing Club (LCSC) Events. Any Member signing up for a Club Event is deemed to have accepted the Terms and Conditions.

These Terms and Conditions do not apply to Member Organised Events. These are organised by individual LCSC Members, often using their own boats, and may be advertised to LCSC Members by way of email or word of mouth. LCSC accepts no responsibility whatsoever in respect of Member Organised Events and Members joining such Events should check all arrangements with the Organiser of that Event.

In certain circumstances, there may be special conditions issued for special Events. Events that start from within the Solent and are scheduled to have 2 sailing days or less are deemed to be **“Solent Events”**. Events that start outside of the Solent or are scheduled to have more than 2 days sailing are deemed to be **“Major Events”**. Events that are mainly Racing (in the Solent or otherwise) are deemed to be **“Racing Events”**.

Any reference to “Members” in this document refers to Members of LCSC and includes temporary Members, guests of Members and anyone else attending an LCSC Club Event.

2 PARTICIPATION

2.1 MEMBERS

All Members of London Corinthian Sailing Club aged 18 or over may attend Club Events.

Members of Clubs with whom LCSC has reciprocal arrangements may be able to attend Club Events, in accordance with the terms of such arrangements and subject to the agreement of the Organiser and Skipper.

2.2 NON-MEMBERS AND MEMBERS GUESTS

Club Members may invite Non-Members to participate in any Offshore Event which the member is also attending. Non-Members are allowed to attend Solent Events as a “taster”, in which case an invitation from a Member is not required. However, in both cases participation is at the discretion of the Event Organiser and the Skipper, and may be subject to references, experience or qualifications.

Non-Members may only participate in one Event per year, prior to joining the Club. Non-Members must pay the temporary Membership fee in addition to the standard Event cost. The temporary Membership fee is set out in the Club’s Pricing Policy.

Members are responsible for their Guest's unpaid fees and any incidentals from trips. Members are also responsible for the conduct of Guests they invite to an Event.

2.3 COMMUNICATION

Members must ensure their e-mail address on the Club website is kept up to date as this will be used for all communication. The Club will not accept responsibility for non-receipt of communications (e.g. requests and/or reminders for payment of final balance) if the participant has failed to update their e-mail address.

2.4 SIGNING UP

Signing up for an Event is normally done via the LCSC website.

When a Member signs up for an Event, then it is presumed that he or she intends to go on that Event and will make the appropriate payments when requested. Unless it is clear in the description of the Event that Member expressions of interest are being sought.

3 PAYMENT

3.1 PRICES

Most Events will be on chartered boats. Prices for Events will be determined in accordance with LCSC Pricing Policy. The price will be made clear at the time of booking or before full payment is required, although adjustments can be made in limited circumstances as set out in this document. Members will not be allowed to attend an Event unless all payments have been received prior to the start of the Event.

3.2 PAYMENT FOR SOLENT EVENTS

Payment is due for Solent Events no later than 4 weeks before the start date of the Event as that is when charter costs are incurred. However, some Events require payment at the time of booking and if this is the case it will be made clear on the website. If payment has not been received by the due date, the Organisers reserve the right to sell on the place to another Member.

3.3 PAYMENTS FOR MAJOR EVENTS

Payment for Major Events are usually staged and this will be made clear on the website. Payments must be received by the due dates. If payment has not been received by each due date, then the Organisers reserve the right to sell the place to another Member. The Club will not be liable for compensation for other items booked, including flights, hotels or transfers.

3.4 PAYMENTS FOR RACING EVENTS

Payment for Racing Events are usually due 2 months before the Event. Any variation from this will be made clear when the Event is advertised.

3.5 LATE PAYMENTS

Members with a history of late payments may be required to pay the full price of the Event at the deposit stage. The amount of the deposit paid by such a participant will be deemed to be the normal deposit requested from other Club Members if the participant subsequently withdraws from the Event.

3.6. CURRENCY FLUCTUATIONS

Where an Event has to be paid for by the Club in a currency other than Sterling, the advertised price can be an estimate and it is possible that the exchange rate will have risen or lowered by the time the final payment needs to be paid to the supplier. If the exchange rate has changed by more than 5%, then the cost of the trip may be adjusted accordingly.

4 CANCELLATION OR WITHDRAWAL

4.1 SOLENT EVENTS

Members who withdraw from a Solent Event, irrespective of the cause of withdrawal, will pay the following:

- More than 1 month before the Event – no charge and no admin fee.
- Less than 1 month before the Event – full stated cost, unless another person is found to take their place, in which case there will be full refund less £35 admin fee.
- Less than 1 week before the Event - they may also be liable for any associated costs, including, but not limited to, mooring fees and victualing.

4.2 MAJOR AND RACING EVENTS

Members who withdraw from a Major Event or Racing Event, irrespective of the cause of withdrawal, will pay the following:

- More than 3 months before the Event – no charge and no admin fee.
- 1-3 months before the event – 25% of the stated cost, unless another person is found to take their place, in which case there will be full refund less £35 admin fee.
- Less than 1 month before the Event – full stated cost, unless another person is found to take their place, in which case there will be full refund less £35 admin fee.

4.3 NOTICE OF INTENTION TO WITHDRAW

Notice of intention to withdraw is not deemed to have been received unless the participant receives an e-mail from the Organiser or Club Administrator to confirm receipt of their intention to withdraw. It is the participant's responsibility to ensure that they are in receipt of such an e-mail and can present it if requested.

5 CANCELLATION BY THE CLUB

5.1 GENERAL

Cruising Events may be altered, for example due to weather conditions or Skipper illness, but are not usually cancelled. Under exceptional circumstances, or where there are not enough participants to make the Event viable, it is possible that an Event may be cancelled.

5.2 WHAT THE CLUB WILL REFUND:

If LCSC cancels an Event because there are not enough boats, Skippers or Members, this will be notified in advance, and anyone who has paid will be refunded.

If the Charter is cancelled by the Charter Company and the Club receives a refund, this will be passed on to those who have paid.

If a refund is not received, (for example if the charter company has gone into insolvency) the Club will not be able to refund Members and Members need to ensure that their own insurance cover protects them for this risk.

5.3 WHAT THE CLUB WILL NOT REFUND:

The Club will not refund flights or other incidentals. Members need to arrange their own insurance for this.

In exceptional bad weather conditions, it may be necessary to cancel Events. Racing Events, in particular, are vulnerable to this.

Refunds will only be made if charter fees are recoverable, which will not usually be the case.

6 SKIPPERS

6.1 GENERAL

Wherever possible, the Club will use a suitably experienced and qualified Club Member to Skipper an Event.

If it is not possible to arrange a Club Skipper, the Club may use a professional Skipper. Such a Skipper will not be responsible for a share of victualing or other incidental expenses (fuel, mooring fees, water etc.)

In all cases, the Skipper makes the final decision about where or whether to sail, taking account of weather conditions, crew abilities, etc. The Skipper has complete authority over the Event and may manage the Event or the Members of the crew (including putting a crew Member ashore) as he or she sees fit in relation to the weather, the safety of the yacht and crew and other factors, including the behaviour and condition of any crew Member.

6.2 DISCOUNTS

Skippers for Offshore Events (excluding Racing) will normally receive a discount on the cost of the Event. The amount of the discount is set out in the Clubs Pricing Policy.

This discount is given to reflect the additional time, effort and responsibilities that Skippers have to undertake, which include but are not restricted to: boat check-out, boat check-in, Security Deposit, Crew Safety Briefing, organising victualing and yacht and crew safety at all times during the charter period.

6.3 FIRST AID QUALIFICATIONS

Skippers must either have an in-date RYA First Aid certificate (i.e. issued less than 3 years prior to the last date of the Event) or be exempt from this by way of occupation, for example Doctor, Nurse, Fireman or Police Officer.

6.4 SECURITY DEPOSIT

Skippers are responsible for covering the security deposit of their boat. The Skipper may obtain contributions from crew. Security deposits required by Charter Companies differ from boat to boat.

In the event of loss or partial loss of security deposit, the Club will reimburse the Skipper for any outstanding contributions from crew at the end of the trip. The Club will then recover this from Crew Members. In exceptional circumstances and at the discretion of the Rear Commodore, the Club may make a contribution to a loss of a security deposit.

Any expense incurred by the Skipper in relation to the security deposit (e.g. credit card transaction costs or currency fluctuations between deposit and refund) will be borne by the Club, providing reasonable efforts have been made to alleviate such costs. The Club will not pay for expenses arising from loss of the Skipper's credit card or fraud

6.5 CERTIFICATES

The Skipper is required to take their original of their sailing certificates to the Event and any other documentation required by the charter company.

6.6 SKIPPER RESPONSIBILITIES

The Skipper is responsible for the yacht from start to finish of the charter. Disembarking prior to the yacht being checked back in with the charter company is not an option unless with the Charter Company and Event Organiser's prior agreement.

7 BOATS

All reasonable endeavours will be used to ensure a boat is provided and operational for the Event. The standard of the boats are provided to local charter conditions and cannot be assumed to comply with UK MCA coding standards.

It is the crews collective responsibility to check all gear, including the hull, standing rig, running rig, sails, engine and electrics so as to report any problems to the charter company. Any dispute arising before, during or after the charter shall be a matter for resolution for the Skipper and crew with the charter company.

The Club or the Organisers shall not accept any liability whatsoever arising directly or indirectly from the conditions of the chartered boat as the Club or the Organisers have no means to verify or supervise the condition and usage of the boat, prior to or during an Event, and upon returning the boat to the Charter Company.

8 COSTS

8.1 COSTS INCLUDED

The price for the Event is made clear when the Event is advertised. If Members are unclear at any time what is included and what is not included in the quoted price, they must ask the Organiser.

8.2 COSTS NOT INCLUDED

The cost of moorings, provisions, fuel, etc. is not included in the price for an Event unless otherwise stated. The cost of travel to/from the Event, social activities while on Events, car hire, hotels, excursions are not included in the price, unless otherwise stated.

8.3 DAMAGE & SECURITY DEPOSIT

Boats chartered for Club Events are insured for damage, however it is normal practice to have an excess and any damage below this is the responsibility of the Skipper and the Crew. This can be around £2,000 or more per boat, and the charter company will usually require a payment or credit card transaction as a deposit to cover this amount before the boat can be taken.

Should damage or loss occur during an Event, the Skipper and the crew of the relevant yacht at the time are jointly and severally responsible for the cost of that item or damage not covered by the boat's insurance and for any related loss of the security deposit.

8.4 ADVERSE WEATHER CONDITIONS

Circumstances may arise where the Skipper deems it unsafe to attempt to return the boat to the charterer in the allotted time. The Skipper's decision on this is final. However, additional costs (both in relation to the cost of the charter and individual expenses) may be incurred. The Skipper and the Club will use reasonable endeavours to keep such costs to a minimum, nevertheless the Skipper and crew will be jointly liable for those costs.

9 CREW REQUIRED INFORMATION

A Member must advise the Skipper before the start of an Event if he or she has any food allergies and /or is taking any prescription medicines or have medical conditions that could jeopardise his or her effectiveness as a crew Member or have an impact on another crew Member or the Skipper's decisions in an emergency during the Event.

If a Member is not able to swim 25 yards in a swimming pool, he or she must advise the Skipper and a lifejacket must be worn at all times when on deck.

On some Events, there is a need for certain extra information to be provided in order to fulfil local legal requirements. Information that may be required can include (but not limited to) passport numbers, nationality, place and date of birth etc. This information must be supplied when requested. Members must ensure that next of kin details are notified to LCSC.

10 TRAVEL ARRANGEMENTS

10.1 FLIGHTS AND HOTELS

Flights and hotels must not be booked by Members until they have specifically been given the go-ahead to do so by the Event Organiser. This is because the place cannot be guaranteed until a boat and Skipper have been confirmed and sufficient crew are in place to make the boat viable.

10.2 PASSPORTS & VISAS

It is the Member's own responsibility to check if they require a visa for the location in which the Event is taking place and that they obtain a valid visa if required. It is also the Members responsibility to ensure they bring a valid passport with them if required.

10.3 TRANSFERS

Some transfer arrangements may have been made in advance for the Event and have been coordinated with best endeavours. These arrangements are not guaranteed. In the event of a failure of this facility, then Members will be required to make their own arrangements. It is the responsibility of each Member to ensure that any transfer arrangements will be suitable for their own situation. All transfers are to be paid for locally by the passengers or in advance if required by the Event Organisers.

11 INSURANCE AND LIABILITY

11.1 INSURANCE

The charter boats used on Events are insured against damage, however this does not include a Member's personal liability to third parties, or other risk. Accordingly, Members are required to arrange their own personal insurance for cancellation, personal property, medical emergency, personal liability and other risks.

Members must ensure any general travel insurance policy covers Offshore sailing or competitive Offshore sailing as relevant.

11.2 LIMITATION OF LIABILITY

Offshore sailing can be dangerous and Members take part at their own risk.

The Club, the Organisers and the Skipper shall not accept liability for death or personal injury, property damages, missed travel connections, or any other personal loss arising out of participation in any Club Event, whether sustained by Members, guests or visitors, or caused by the said Members, guests or visitors, whether or not such death or injury or property damages could have been attributed to or was occasioned by the neglect, default or negligence of any of the officers, committees or servants of the Club or the Organisers or Skippers of the Event.

Members agree not to sue another Member for damages, death or personal injury when attending an Event.

The Club, the Skippers or the Organisers will not be held responsible for any consequential loss, no matter how caused.