

## E. Course ADMINISTRATION

### 1. Booking Conditions



**EAST DOWN YACHT CLUB 2023**

### **Booking Conditions for powerboat, dinghy, and keelboat courses.**

This document sets out the conditions for booking a course at EDYC from 1st April 2023 until further notice. EDYC Courses are for members only and will generally be provided on a session basis. Course completion generally will require multiple sessions spread over several days to achieve the 16 hours minimum participation recommended for RYA courses. From 2021, the RYA permits EDYC to offer individuals and small groups sailing single handed boats intensive courses leading to certification after a minimum of 8 hours, of which 6 must be on the water, excluding time needed for arrival, changing and breaks. To facilitate that, participants will only need to book and pay for the individual sessions attended. If you would like a particular course please email your requirements to [edycprincipal@gmail.com](mailto:edycprincipal@gmail.com)

Participants are encouraged to arrive in their sailing gear, and with their own food, drink and utensils for the day.

Booking details will be provided to those registered on the link above as courses become available. Bookings are not confirmed until acknowledged by the Principal or Club Secretary, and that may not take place until close to the commencement of the course.

**Sessions will be 09:00 – 12:30, 1300 – 14:30, evenings 18:30 – 21:00, a full day 09:00 – 17:00, or as weather and tide permit, or otherwise by arrangement with the club principal.**

#### **PARTICIPANT(s) and CONTACT DETAILS<sup>1</sup>, including Accompanying Person where relevant**

Name(s)	
Contact name and 'phone no. Emergency contact details, e-mail	

**Fees, per person: See Online Entries system on edyc website**

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<sup>1</sup> A Parental/Guardian Agreement Form is available at page 4

## **BOOKING TERMS**

### ✓ **RISK STATEMENT for a training course**

It must be recognised that boating is by its nature an unpredictable sport and therefore inherently involves an element of risk. By taking part in the Course, you agree and acknowledge that:

- (i) You are aware of the inherent element of risk involved in the sport and you accept responsibility exposing yourself/your child to such inherent risk whilst taking part in the Course;
- (ii) You/your child will comply at all times with the instructions of EDYC particularly with regard to handling of boats, wearing of buoyancy aids and the wearing of suitable clothing for the conditions;
- (iii) You accept responsibility for any injury, damage or loss to the extent caused by your/your child's own negligence;
- (iv) You/your child will not participate in the Course if under the influence of alcohol, drugs or if otherwise unfit to participate;
- (v) The provision of patrol boat cover is limited to such assistance as can be practically provided in the circumstances;
- (vi) You will inform EDYC through the Course coordinator if there have been any changes to the information provided on this form or the booking form at the time of the Course.
- (vii) You are aware of the general risk of infections and agree that, in the interests of your safety and that of other participants, you will comply with any arrangements the club puts in place. You agree to declare any medical conditions or physical or mental impairments that EDYC needs to be aware of that may affect your / your child's ability to take part in the Course.

### ✓ **Disclaimer of liability for non-business activity**

You hereby agree and acknowledge that you/your child takes part in the Course of your own free will and at your own risk and that EDYC shall not be nor be deemed to be responsible or liable whether in contract or in tort or under any statute for any personal injury (including illness) which may be suffered by you or any damage sustained to your personal property during the Course or any other loss or damage suffered by you as a result of your/your child's participation in the Course.

### ✓ **CANCELLATION and REFUND of FEES**

You understand that the Course Coordinator may cancel or postpone the Course at any stage in the event of bad weather, equipment failure or otherwise. Where EDYC cancels a course, any fees paid will be refunded on the basis of sessions or days not provided. The club will retain any deposit or fee paid where a participant cancels for any reason. All fees must be paid before the course begins.

### ✓ **MISCONDUCT**

You understand that the Course Coordinator may exclude anyone from a particular session and evict any temporary member and non-member from the premises who refuses to comply with these Booking Terms or who misconducts themselves in any way or who causes damage or annoyance to other persons.

✓ **DATA PROTECTION**

EDYC has a Data Privacy Policy which can be found at <http://edyc.co.uk/wp-content/uploads/2019/04/CLUB-RULES-2019-REV1-EDYC.pdf> . Your data will be stored and used in accordance with that policy. The information you provide in this form will be used to facilitate your participation in the Course and to contact you. Please note that a record of attendance may be maintained and made available to the relevant authorities for the purposes of managing infection.

**If you wish to withdraw your agreement at any time, please contact the Hon Secretary [edycsec@gmail.com](mailto:edycsec@gmail.com)**

✓ **Use of your or your child's image**

EDYC may arrange for images or videos to be taken at the Course and published on the club's website or social media channels to promote the club.

EDYC & RYA will follow the guidance for the use of images, a copy of which is available from EDYC or from the RYA Safeguarding Team, Tel: 023 8060 4226, e-mail [safeguarding@rya.org.uk](mailto:safeguarding@rya.org.uk). EDYC & RYA will take all reasonable steps to ensure that images are used solely for the purposes for which they are intended. If you become aware that images are being used inappropriately you should inform the RYA Safeguarding Team.

**If you agree to the use of images of you or your child being used for this purpose, please tick.**

If you later wish to withdraw your agreement, please contact [edycsec@gmail.com](mailto:edycsec@gmail.com). Please be aware that if you later decide to withdraw your agreement it will not be possible to remove your images from any printed material in circulation, or until the next edition or print of the item containing your image is released.

**By agreeing to images being used, you agree to assign any right of ownership of these images to EDYC.**

✓ **Supervision of children**

The Club and its instructors are unable to supervise children between sessions and parents/guardians should make alternative arrangements.

**I will be responsible for my child throughout the Course. I will be available at the Course venue/ undertake to attend within attend within 30 minutes of receiving a message (delete whichever does not apply), OR**

**I appoint the person named below, who has agreed to act in loco parentis.** He/she will be responsible for my dependent throughout the Course. **He/she will be available at the Course venue**

Name of person appointed in loco parentis \_\_\_\_\_

Mobile number \_\_\_\_\_

✓ **PARENTAL/GUARDIAN AGREEMENT (if under 18)**

I agree that \_\_\_\_\_ may take part in the Course. I confirm that I have read through the above conditions with him/her and that she/he understands and agrees with them. I also confirm that he/she takes part in the Course with my full agreement that that the particulars given above are correct and complete in all respects.

**Optional Medical consent if parent/guardian is not on site**

I give permission to EDYC to administer any relevant treatment or medication to the above-named participant when or if necessary.

In an emergency I authorise EDYC to take my child to hospital and give my full permission for any treatment required to be carried out in accordance with the hospital's diagnosis. I understand that I shall be notified, as soon as possible, of the hospital visit and any treatment given by the hospital.

Name of participant(s)	
Name of parent/guardian completing this form	
Relationship to participant(s)	
Contact number during Course	

## ✓ Useful information for you to keep

EDYC provides training leading to RYA qualifications in dinghies and power boats only. The number of participants for dinghy training is limited to approximately 18, and 9 for basic power boat courses. Numbers will be kept under review.

Sail training takes place in Toppers (4), RS Fevas (6), Laser Pico (1), Optimist (1), and Wayfarer (1) dinghies, and a Leisure 17 Keelboat (1). Powerboat Training is provided in 3 Rigid Inflatable Boats and 1 Heavy displacement boat.

Parents are asked to familiarise themselves with their responsibilities for children at our Child Protection Policy available on our website.

### Course requirements

Participants are required to be confident swimmers. Courses take place in the sea area adjacent to the Yacht Club, between the Dorn and Don O'Neill Island, and within 3 Nautical Miles of the club slipway. Participants can expect to meet the normal range of hazards and difficulties involved in dinghy sailing and open powerboats. These include dinghy capsize and immersion in sea water, exposure to the weather, and collisions arising from the close proximity of boats sailed by novices. Powerboat participants are not expected to enter the water or experience collisions.

To mitigate these risks participants are required to:

Submit at all times to the instruction and advice provided by the instructing staff;

Provide their own personal protective equipment and clothing, including the items listed below, and

Ensure that boats provided by participants are seaworthy, insured against third party liability for a sum of at least £3,000,000 (three million pounds sterling), and indemnify EDYC and its Instructors from any liability whilst the boat is participating in a training course, whether the boat is under command by the Instructor or not.

**Protective clothing and equipment is to be provided by participants. A Buoyancy Aid is required, marked to BS EN 393:1994 50N or better for dinghy courses, and either a Buoyancy Aid or lifejacket for powerboat courses. A Wetsuit (Full length) or surface Drysuit is required for dinghy courses. A shorty wetsuit offers minimal protection to exposure and jellyfish stings. A Windproof outer layer is required.** A wetsuit on its own will not be sufficient for this purpose.

**Footwear** offers protection from cuts and abrasions and should always be worn, including afloat. Old trainers are an inexpensive first option, but many sailors progress to neoprene dinghy boots because of the ease of drying after use and the improved stability in the boat. **Wellingtons are not acceptable** as they can increase the level of difficulty in a capsize.

**Gloves (inside dishwashing gloves)** and especially a **hat** reduce exposure and improve the degree of comfort available to novice sailors. A baseball hat reduces glare. Inexpensive items are advisable as loss at sea is common.

**Sun-bloc Factor 30 and above, waterproof.** There is a high risk to exposed skin from the sun, reflected glare and wind.

A **change of clothing** is advised. Participants are encouraged to arrive and in their sailing gear.

EDYC is interested in your feedback from your training session. Please complete our survey at <https://www.surveymonkey.co.uk/r/ZKS8DGV>

If you are not satisfied about the courses we offer, the conduct of our staff or any other aspect of your experience at EDYC, please speak to the RYA Principal Mr. Gordon Reid (078 0303 4433), a member of the EDYC Committee, or write to us about your complaint and how to get in touch with you.

We will investigate and let you know our conclusions.

If you are not satisfied about the way in which we handled your complaint you may wish to complain to the RYA at: **RYA House, Ensign Way, Hamble, Southampton SO31 4YA**, tel **+44 (0) 845 345 0400**