



TERMS AND CONDITIONS FOR EVENTS

1. Interpretation

In these terms and conditions:

“The Club” means HOEOCA Ltd (company number 05045997);

“Organiser” means a person or group of people appointed by the Club to organise an event on behalf of the Club.

“Client” means a member of the Club who has made a booking to participate in an event of the Club, or a Guest (when permitted) who has made such a booking.

2. Costs and payments

The club organises events on 2 different cost bases

- a. Fixed cost –where the club calculates a break-even position, offers the event at a fixed price and bears the risk of profit or loss. Typically, the 2 main rallies and training courses are examples.
- b. Shared cost –where costs are equally divided between the Clients irrespective of numbers attending. Typically, racing, and other sailing events are examples. Clients may be required to make additional payments before, during or after shared cost events.

3. Deposits and Payments

For some events, the Club will charge a deposit. A deposit will be related to the external costs incurred prior to the event. In most cases, a deposit is not refundable except in exceptional circumstances. The Club or the Organiser may specify payment dates for Clients to make further payments in advance of an event and in addition to any deposit. Such further payments may be refundable or partially refundable, at the discretion of the Club, in the event of cancellation. Failure by the Client to meet any specified payment date may result in the Client being excluded from the event and losing any deposit paid.

4. Method of payment

BACS payments should be made to Virgin Money Branch Code 82-12-08 A/c No.10030061. You should name your payment clearly and notify the Organiser and the Club Treasurer that payment has been made. Please do not combine payments for multiple events.

5. Cancellations and alterations

All details of events published by the Club, or the Organiser are given in good faith, but the Club reserves the right to provide alternative comparable arrangements, if the Club deems such changes to be necessary. If the Club deems that an event should be cancelled, the Club will not be liable for any consequential costs incurred by Clients because of such cancellation.

6. Acceptance of Application and continued participation

The Organiser reserves the right to decline any booking if the Club or Organiser considers, in their absolute discretion, that the applicant (or any member of their crew) does not meet the requirements of the planned event, or where it is felt that the participation of the applicant (or any member of their crew) is not in the interests of the Club. Where reasonably practicable, and where the decision is not required urgently for reasons of safety or the proper conduct of the event, the Organiser will endeavour to consult a Flag Officer before declining an application. Where an application is declined, the reasons for this will be discussed with the Applicant.

The Organiser reserves the right to exclude an applicant, or any member of their crew, after the event has started. Where reasonably practicable, and where the circumstances are not urgent, the Organiser will endeavour to consult a Flag Officer before exercising this power. Where an applicant, or any member of their crew, is excluded, the reasons shall be discussed with the



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Applicant. In the event that an applicant or member of their crew is excluded, no refund shall be given.

7. Attendance by Members and Guests

Most events are organised exclusively for attendance by members of the Club. Some events may be extended to guests of members. A small supplement may be charged for attendance by guests. Social events and training courses are examples of events which may be extended to guests, at the discretion of the Club. Social meetings are open to all.

8. Experience and qualifications

The Club will assemble crews, wherever possible, in accordance with the wishes of Clients but also recognising the need to balance skills, experience and other factors within crews. The Club endeavours to ensure a balance of skills and experience among the crew of each boat participating in an event, including crews allocated to owners' boats and to charter boats. The Club endeavours to undertake activities as planned, but it is the decision of the skipper of each boat whether that boat will do so, given the prevailing conditions and the skill, fitness and experience of the crew. The Club endeavours to charter yachts from reputable companies and to select skippers and crew carefully.

9. Health and Risk

It must be recognised that sailing is by its nature an unpredictable sport and therefore inherently involves an element of risk.

In booking to attend an event you will be required to declare that

(i) you are aware of the inherent element of risk involved in the sport; (ii) you accept the responsibility of exposing yourself to such inherent risk whilst participating, including, but not limited to assessing whether any event or activity (normally on water) is too difficult for you; (iii) you are physically fit enough to undertake the planned activity; (iv) you understand the need for the wearing of lifejackets and clothing suitable for the conditions; (v) you accept responsibility for yourself and your actions – including, but not limited to assessing whether or not your personal safety or that of your fellow crew could be endangered as a result of your skill level, fitness, experience, actions or inaction; and (vi) you accept responsibility for any injury, damage or loss to yourself and your own property to the extent caused by your own negligence.

10. Disclaimer of Liability

The individual members of crew taking part in the event are entirely responsible for their own safety and the safety of the vessel, whether afloat or ashore, and nothing, whether in the Notice of Race or Sailing Instructions or anywhere else, reduces this responsibility.

It is for the crew to decide whether they are fit to sail in the conditions in which they and the vessel will find themselves.

By launching, or going to sea, the crew confirms that they are fit for those conditions and they are competent to sail and compete in them.

Nothing done by the Organisers shall reduce or mitigate the responsibility or liability of the crew, nor shall it render the Organisers liable for any loss, damage, death, or personal injury, however caused, arising from the boat's participation in any cruising or racing event. The term "Organisers" includes all individuals and entities involved in running the event, including but not limited to the Organising Authority, Race Committee, Race Officer, Patrol Boats, and Beachmasters. The provision of Patrol Boats or other support services does not relieve the crew or their vessels of their respective responsibilities or duties at any time.

11. Next of Kin

It is your responsibility to ensure that appropriate next of kin details are held by the Club and are maintained up to date by you.



12. Loss/damage to charter boats

As with any activity, there is some risk that the boat and/or equipment can be damaged or lost. Boats we charter are insured against serious damage by the charter company but, the contract will have an excess, limited to the amount of the security deposit. The amount of security deposit will be stated within the charter contract and notified to the crew prior to the event taking place. Where available, it is recommended that a non-refundable damage waiver option is taken out to further reduce liability. The cost of additional waiver or any uninsured loss suffered during the event will be shared equally by the crew.

13. Boat Insurance

Each participating boat is required to hold adequate insurance and, in particular, to hold insurance against third-party claims in the sum of at least £2,000,000.

14. Club Insurances

The Club carries public liability insurance for events organised by the Club. The insurance held by the Club does not cover any Client against injury, accident, or loss, while undertaking any event. Insurance carried by the Club does not cover the consequences of individual cancellation, illness, travel overseas or the loss of personal possessions. It is strongly recommended that Clients make provision suitable for the planned event against such occurrences.

15. Publicity

Unless advised otherwise, you give your consent to the Club that photographs taken during the event, containing images of yourself, can be used sensitively for publicity and marketing purposes.

16. Feedback

The Club aims to provide high quality events. If you experience a problem or have a complaint, you should try to resolve it with the Organiser, instructor, or skipper at the time of the event, so that steps can be taken to resolve it immediately. Suggestions for improvement are welcome as this assists future developments. Letters and e-mails are also welcome (including positive feedback!).

Formal complaints should be submitted in accordance with the Club's Complaints Procedure, available in the Resources section of the Club website.