



# Royal Queensland Yacht Squadron

SAIL OUR BOATS POLICY

Updated

18 January

# 2021

# Sail Our Boats Policy

## Revision History

Version	Date	Author	Changes
1.7	22/01/2021	James Tapp	Minor changes, correction to Membership categories

Where significant changes are made to this document, the version number will be incremented by 1.0. Where changes are made for clarity and reading ease only and no change is made to the meaning or intention of this document, the version number will be increased by 0.1.

## Approvals

Name	Role	Signature	Date	Version

## Distribution

Name	Role	Date	Version

## INTRODUCTION

The Royal Queensland Yacht Squadron (RQYS) provides non-boat owners and/or people new to the sport of sailing the opportunity to use a selection of the Squadron's boats and enjoy the experience of sailing without the need to own their own boat.

## PURPOSE

This Policy provides guidelines and requirements for people wishing to join the Sail Our Boat program in relation to their membership and competency.

## REQUIREMENTS

Any person choosing to utilise the RQYS Sail Our Boats package must be a member equivalent to Crew Membership or above. This excludes Social, Associate and Absentee Members.

Life, 50 Year, Fully Paid, Full, Full-SP, Senior, Senior Long-Term, Country, Young Adult, Crew and Junior Members of the Squadron are eligible.

## Existing & New Members

### 1. Social, Absentee & Associate Members

Social, Absentee and Associate Members MUST upgrade to any of the following categories to participate in the Sail Our Boats package:

- Fully Paid
- Full
- Country
- Young Adult, and
- Crew Membership

Fees for these categories can be paid either annually or by monthly instalment.

### 2. Pricing Structure - The pricing structure is as follows:

#### 2.1 New Members

Must apply for a Crew Membership or higher, pay the pro-rata fees and any applicable entrance fees.

#### 2.2 Family Discount

A 10% discount applicable per subscription which consists of no less than one (1) Adult Member and one (1) Junior Member or one (1) Young Adult Member residing at the same address.

#### 2.3 Partners/ Spouses, Guests and Children of Members.

Partners/ Spouses and Guests may join membership in the following categories; Fully Paid, Full, Country, Young Adult or Crew. Children under 18 years of age may join as Junior Members (Refer Clause 2.6).

Once membership is finalised members may join the 'Sail Our Boats' program once he/she is deemed competent.

If only accompanying the Primary Member on a private hire, the Partner/Spouse/ Adult guest/Child who is **not** a current member of RQYS, will require a Sailing Day Pass Membership.

#### 2.4 Package Options:

Available packages:

- 10 half-day sails (available 365 days or one (1) year from date of purchase)
- 20 half-day sails (available 365 days or one (1) year from date of purchase)
- Membership conditions of this package require that you are a current financial member of the Squadron with a minimum of Crew membership or above.
- Membership is renewable on 1 May each year.

#### 2.5 Children under the age of 18:

Must be a Junior Member, over 16 years of age and deemed competent to be eligible to participate in the 'Sail Our Boats' package.

# Terms & Conditions- RQYS Sail Our Boats Package – to be signed by Participant

## 1. Booking Policy

1. Bookings are essential and subject to availability
2. Bookings are to be placed no more than one year (365 days) in advance.
3. Bookings are to be accompanied by the prescribed payment. A booking is not confirmed until payment has been received.
4. The Sailing Manager and the Membership Manager reserve the right to cancel the package and subsequent half-day sails at any stage.
5. Bookings will be rescheduled if the weather does not permit the -half-day sail.

## 2. Cancellation Policy

1. Cancellations must be made by the Member no later than 24 hours prior to the booking being made and confirmed.
2. Cancellations less than 24 hours' notice will result in the forfeit of one (1) sail.

## 3. Limitations

1. The RQYS Sail our Boats Package is limited to and not exceeding one hundred (100) Adult Members.
2. A 10% discount applies to families consisting of no less than one (1) Adult Member and one (1) Junior Member or one (1) Young Adult Member.
3. Partners/ Spouses, Adults and Guests may either join membership in the eligible category or apply for Sailing Day Pass Membership.

## 4. Cost

1. A Membership category equivalent to Crew Membership or higher is required (Fully Paid, Full, Country, Young Adult, Crew, Junior). Any applicable Entrance Fees will also apply. Social, Absentee, Associate Members will be required to upgrade their membership to be eligible to join this program
2. Purchased 10 half-day sails or 20 half-day sails are to be used within 365 days or one (1) year after date of purchase.
3. Junior members over the age of 16 can join the program.
3. Partners/ Spouses, Adults and Guests may join the Primary Member for a private hire however a Sailing Day Pass Membership is required for each individual.

## 5. Competency

1. Members undertaking this offer must be deemed competent by the RQYS Sailing Academy or competent in the Start Skippering Course. If the member is not deemed competent, a one-off competency fee will be charged, providing for a 3 hour competency assessment.
2. A log book will be issued to the Member for its completion and use whilst undertaking a competency assessment.

## 6. Half-day sail conditions

1. Half-day sails consist of 3 hours dock-to-dock.
2. The Log Book provided by RQYS must be completed for every half-day sail booked under the 'Sail our Boats' Package.

**7. Additional Hire Fees**

1. Additional hire is charged in 3 hour increments and all non-members are required to have a Sailing Day Pass.
2. If the vessel is not returned after the nominated time limit an additional boat hire fee will be charged.
3. A maximum of three (3) hours only additional hire is permitted.

**8. Damages**

1. Damages incurred to any vessel shall be paid in full.
2. Personal Accident Insurance supplied by Australian Sailing will be administered to every member participating in this program and will be held on the RQYS Members' database.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Or

Name of Minor: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian: \_\_\_\_\_ Signature: \_\_\_\_\_

## Terms and Conditions of Participation – to be signed by Participant

I, the undersigned, for my lawful heirs, successors and assigns acknowledge and understand that sailing is a potentially hazardous sport and in consideration and as a condition of the acceptance of my membership hereby waive all claims for Liability against the Squadron and release the Squadron from all loss, damage, costs or expenses which I may incur or sustain for any reason whatsoever arising by, through or in conjunction with my involvement in this program and without limiting the generality hereof by reason of injury to person or property through neglect or wilful act or omission of the Squadron or by, through or in connection with or about the use of the yachts, fixtures, fittings and equipment or in or about the use of the grounds of the Squadron. I agree to be bound by the Squadron's Constitution, By-Laws, Rules and Regulations which may from time to time be amended and enforced. I agree for my details to be made available to the Squadron and its members for the purpose of this application. I agree that I am personally liable for the payment of the applicable subscription and charges incurred by me in the use of the amenities of the Squadron.

'Squadron' shall mean Royal Queensland Yacht Squadron Limited and any member, officer, official, administrator, executive or employee associated with such body. "Liability" shall mean liability in tort (including negligence) or contract for any death, personal injury or damage to property including vicarious liability for assault but excluding other liability for assault.

### Photography Release

I hereby give my consent to Royal Queensland Yacht Squadron, hereafter referred to as "Company", to publish photographs taken of myself and / or the minor child or children listed, and our names and likenesses, for use in the Company's print, online and video-based marketing materials, as well as other Company publications.

I hereby release and hold harmless, Royal Queensland Yacht Squadron from any reasonable expectation of privacy or confidentiality for myself and for the minor child and children listed associated with the images specified above. Further, I attest that I am the parent or legal guardian of the child or children listed below and that I have full authority to consent and authorise Royal Queensland Yacht Squadron to use their likenesses and names.

I further acknowledge that participation is voluntary and that neither I, the minor child, or minor children will receive financial compensation of any type associated with the taking or publication of these photographs or participation in Company marketing materials or other Company publications. I acknowledge and agree that the Squadron (or its contractors) own all rights, title to and interest in the photographs and publication of said photos and bestows no rights of ownership or royalties whatsoever.

I hereby release Royal Queensland Yacht Squadron, its contractors, its employees and any third parties involved in the creation or publication of Company publications, from liability for any claims by me or any third party in connection with my participation in the 'Sail Our Boats' program.

### Privacy Notice

The Squadron is committed to your privacy. The Squadron will collect, use and disclose your personal information according to our Privacy Policy available at <http://www.rqys.com.au> I consent to the collection, use and disclosure of my personal information in the manner and for the purposes listed above. Please contact one of our staff on 3396 8666 if you have any questions regarding the Privacy Code or Member Protection Policy.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Or

Name of Minor: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian: \_\_\_\_\_ Signature: \_\_\_\_\_