



**Civil Service Channel Sailing Club – Affiliated to the Civil Service Sailing Association**

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**THE CIVIL SERVICE CHANNEL SAILING CLUB LTD'S CREWS' ARTICLES**

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### CIVIL SERVICE CHANNEL SAILING CLUB LTD CREWS ARTICLES

He/his/him pronouns in this document shall refer to any gender

This document sets out the terms on which all crew members, including the Skipper, join a vessel chartered through the Civil Service Channel Sailing Club Ltd (the 'Club' ) for any voyage or event such as a cruise, training session or maintenance activity. All on board must abide by these terms and by booking the crew member indicates their agreement to these terms.

#### **Command**

The Skipper is deemed the Master and is ultimately responsible for every aspect of the voyage, and for this reason and by the custom of the sea their decision is final on all matters. The Skipper may consult the opinions of the crew and should, as far as possible, consider their wishes. The Skipper's orders must be obeyed without question.

#### **Ships Work**

All members of the crew shall share equally in the work of the ship. The Skipper may choose to restrict some duties to those crew members who possess the requisite qualifications. Instruction in seamanship will be given to those who wish when circumstances permit. Since the Skipper's responsibilities are continuous from the first day until the final handover, they are not expected to take on a full share of routine chores.

#### **Contribution to Cost**

The charter fee for the whole yacht or the berth fee for an individual crew member or race fee or training fee must be paid in full to the Club before the voyage or event.

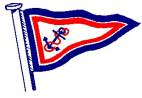
Each voyage shall be self-supporting and the cost of the voyage shall be shared equally between all on board. Before the ship sails the Skipper should appoint a Purser by agreement with the Crew. The function of the Purser is to manage contributions\* from all onboard which will go towards the cost of food, harbour dues and other running expenses. If the total cost (including replacement of the ship's gear lost, damaged or used up, cost of repairs, third party and other claims not covered by insurance) exceeds the total of the agreed subscription, all on board shall contribute equally to the excess. Conversely, any balance remaining after all expenses of the voyage have been met shall be returned to the contributors in equal shares. If the cost of the cruise greatly exceeds the estimate, application may be made to the Club, who if satisfied as to the reasonableness of the cause of the excess may make a contribution to it, to be shared equally between the crew.

\*The use of app's like Tricount or Splitwise make it easy to manage some of the costs and provide a figure for final reckoning at the end of the voyage.

#### **Consumable Stores**

Costs for Fuel and Gas are reimbursed on provision of receipts at the end of Charter (along with the Skipper's Handover Clearance Note). Each charter crew is responsible for supplying its own provisions.

The crew should - refill all water tanks; replenish the fuel tank (s) in line with Club policy; replenish any oil reserves in line with Club policy; and ensure that there is a full spare cylinder of gas for the incoming crew. This duty remains even if the preceding crew had not done so for them. For other



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Consumable Stores (e.g. Bosun's gear, cleaning materials, medical stores) an initial supply is placed onboard by the Club's Club at the start of the season. Each crew is responsible for replacing any part of such stores which is used by the crew.

### **Leaving the Yacht**

The crew will leave the yacht in a shipshape condition aiming to leave her in a better condition than at the start of the voyage or event. Any faults not resolved must be reported to the Club using the method specified by the Club. The yacht should be thoroughly cleaned. The holding tank(s) should be drained and flushed prior to approach into port.

### **Failure to Return on Time**

If the yacht is not ready or available to be handed over to the incoming crew fully seaworthy and ready to sail with all her equipment working properly at the time and place agreed, then for each day or part of a day late the whole crew must jointly pay to the Club the applicable full daily charter rate.

In addition, the whole crew are jointly and severally liable to pay the Club on demand a sum not exceeding 10% of the charter fee per day or part of a day until the yacht is in proper condition and place for her next use, as a contribution in whole or in part for expenses incurred by the Club and/or the incoming crew attributable to the delay. This additional sum will not be demanded, or will be reduced, if in the opinion of the Club the crew ought to be excused because they exercised reasonable judgement in planning and/or remaining in safety and took all proper steps to notify the incoming Skipper and the Club of the delay.

### **Yacht not Ready on Time**

If the yacht is not available to be handed over to the incoming crew fully seaworthy and ready with all her equipment working properly, the incoming crew shall have no claim as of right on the Club save for a repayment of the daily charter and/or berth fee for each full day when the yacht is not available. The Club will however consider favourably claims for unavoidable out of pocket expenses attributable to the delayed handover.

### **Cruising Limits**

The yacht is insured to be sailed at least inside the waters of United Kingdom, Eire and the Continent of Europe between Brest and the River Elbe. This includes all tidal, coastal and inland waterways. Insurers usually set a default northern limit of 61 degrees N, an eastern limit of 10 degrees E, a southern limit of 48 degrees 10 minutes N, extended to include the West Coast of France not South of Bordeaux between 1<sup>st</sup> May and 30<sup>th</sup> September annually, and a western limit of 12 degrees W. Skippers must check geographical limits of insurance and, with the agreement of the crew, agree with the Club to extend the geographical limits if required.

### **Crews' Gear**

All members of the crew are required to provide their own sea clothing (sets of foul weather clothing are available for loan) and bedding (sleeping bags), towels etc. Safety gear, including harnesses and lifejackets will be provided on the boat for the whole crew. Members using their own lifejackets should have them serviced annually.



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### **Liability**

Members join a voyage or event at their own risk. Neither the Skipper nor the Club or Association shall be liable for injury, loss or damage arising in the course of or in connection with any voyage or event.

### **Ship's Log and Handover Clearance Notes**

The Master should ensure that the Ship's Log and Handover Clearance Notes provided by the Club are completed in accordance with the accompanying instructions before leaving the yacht

**Mandatory Reporting:** Incidents where the safety of the Yacht and Crew may have been compromised, such as grounding, must be recorded in the Log and on the Handover Clearance Notes. Any incidents involving injury to any persons or damage to Sea Essay and/or other vessels or property must also be recorded in the Log and a full report of the incident must be provided using the Club's Incident Reporting Form.

The Yacht's Log also acts as the Radio Log. Therefore, any distress, urgency or safety call made or relayed; any calls made by Sea Essay for assistance; any other significant radio calls e.g. calls made to other vessels regarding collision avoidance, must be recorded in the Log.

The Approved Skipper must contact the Club's Yacht Secretary or Yacht Husband at the first opportunity in all cases where an insurance claim is likely. The Approved Skipper must also submit a written report to the Programme Sub-Committee at the first opportunity of incidents specified in paragraph 7.3 of the Club's Terms and Conditions.

Jan 2025