**LTSC Cruising Policy for yacht charters draft v1**

**This policy establishes common sense principles that any safe minded and competent individuals would apply themselves. This policy is included as part of the Booking Form so that everyone is fully aware of the Club’s, and their own, obligations when on a trip.**

**The Policy statements**

**Competence**

**Skippers should be qualified to a minimum of RYA Offshore Practical, or equivalent experience, hold a current First Aid Certificate and either a VHF or Short-Range maritime radio operators Certificate of Competence.**

**The First Mate should be qualified to a minimum of RYA Day Skipper Shore based, or equivalent experience.**

***We have a limited degree of responsibility for those who sail with us. Additionally, to satisfy our insurers, we have to warrant that we will have a minimum skill level amongst the crew. In the increasingly litigious society we now live in, these levels protect all of us so long as there has been no recklessness.***

**Responsibilities**

**When underway, the Skipper will be responsible at all times even if below decks or resting. The Skipper is the person responsible in law; hence the Skipper’s decision is final.**

***We are simply making this legal fact apparent to all and to ensure that there is no unreasonableness if a Skipper directs a change in plans say, due to expected bad weather and the crew are disappointed.***

**Like all sports, sailing has inherent dangers and each crew member is responsible for their own safety as well as supporting the safety of their fellow crew.**

***So that you are fully aware of your own responsibilities in law. For example; don’t jump onto pontoons, always hold onto the boat when walking on deck, and keep your head down below the boom.***

**Crew members shall not do anything reckless so as to cause undue risk or harm to other crew members, the vessel or other third parties.**

***To remind that if you do anything reckless and subsequently cause loss or damage to a crew member, vessel or a 3rd party, you will not be covered by the Club insurance and in the extreme you could be sued.***

**Drugs & Alcohol**

**The Skipper and Crew shall not make themselves unfit to undertake their roles and responsibilities through intoxication, whether through drink, drugs or other substances.**

***To state the obvious? Over time we can expect this to be enforced by legislation.***

**Insurance Loss/damage exclusions:**

**To the vessel**

**Wind damage to the canopies/protective covers, blow out of sails, vessel's machinery. (Unless caused by immersion or fire)**

***To make you fully aware that the Club insurance does not cover vessel damage and that while the Charter Company Insurance covers vessel damage, as with car hire, there is excess that the crew would be liable for. This excess will be either; the cost of the damage, or the full value of the security deposit, whichever is the least.***

**To personal property**

**All personal effects**

***To make you fully aware of that personal property is not covered by the Club insurance.***

**Theft (unless the vessel is locked up)**

**For third party liability**

**Caused or contributed to by recklessness or wilful misconduct by any crew member.**

***To remind you to lock the vessel when unattended.***

***To remind that if you do anything reckless and subsequently cause loss or damage to a 3rd party, you will not be covered by the Club insurance and in the extreme you could be sued.***

***Acceptance, Undertaking & Declaration***

1. ***I acknowledge that the LTSC has paid the security deposit for this charter collectively on behalf of the Charterers (the crew). This deposit is held by the Charter Company for any breakages and damage that may occur under this particular charter. In the event of any claim whatsoever arising from this charter, I hereby agree to reimburse LTSC my equitable portion of damage, or the security deposit, that will be in the region of £150-200 per booked berth, depending on the individual charter contract.***
2. ***I accept that LTSC, or its insurers accept no liability for loss or damage to personal effects.***
3. ***I undertake this charter entirely at my own risk in the full knowledge of the potential risks and accept that LTSC has no liability to me whatsoever whether or not such damage or injury could be attributed to, or was occasioned by, the neglect, default or negligence of any Officers, Skippers, Committee or Members of the Club.***
4. ***I accept that should I cancel my berth no refund will be made unless a replacement crew member is found.***
5. ***I will discuss any treatment being received with the Skipper at, or immediately after, a Crew Meet so that the safety of the vessel and crew is not jeopardised.***
6. ***Subject to any condition declared in 6. above, I declare that to the best of my knowledge, I am /am not suffering from epilepsy, disability, giddy spells, asthma, diabetes, angina or other heart condition, and I am fit to participate in the trip.***
7. ***I will take out my own travel insurance/persona liability insurance and understand the club is not liable for any damage to myself or my property.***

NPD draft v1

2 Sept 2021