

# ROYAL TORBAY YACHT CLUB (RTYC)

## CONDITIONS FOR USE OF “ASHWATER” COLGATE 26

1. The use of “Ashwater” Colgate 26 is restricted to paid up club members of RTYC and who have completed the initial Application form, and have been approved as a user.
2. Members shall complete the online application form and pay the required fees prior to use.
3. The user must complete the Inventory Checklist before and after use.
4. If the period of use exceeds the time agreed in the application the club reserves the right to invoice the user for the additional fees.
5. The user shall complete and return the Inventory and Check list to the club office and report any loss, damage, grounding or incident to [manager@rtyc.org](mailto:manager@rtyc.org)
6. Any missing items damage prior to use needs to be reported before use.
7. The user assumes full responsibility for the boat at all times during the period of agreed use and until such time as the Boat Inventory and Check List has been returned to the club office.
8. The user will be liable for all costs incurred in the event of loss, damage, incident or other insurance claim up to of £600.
9. Any outstanding invoice, shall be paid in full before any further application for use is authorised.
10. Any outstanding claims have to be settled before further use may be authorised.
11. The skipper and crew shall at all times comply with Harbour Bye Laws, IRPCS, and the operational requirements and procedures as defined by the club.
12. It is a condition of use that all onboard are paid up members of RTYC
13. The boat shall not be used for formal training/instructional purposes unless as part of a club organised RYA Training course or other authorised club activity.
14. The boat shall not be used for any form of personal commercial gain.
15. If used for club racing the user has sole responsibility to ensure that they comply with the Notice of Race, Sailing Instructions and all other requirements including entry and any associated fees.
16. Weather Condition limits :18 knots of forecast strength.
17. The user confirms there ability to motor on and off the dock unassisted.
18. Full understanding of IRPCS and Racing rules if competing etc.
19. Full understanding that the boat is limited to a 10 mile radius of Torbay Harbour. For clarity Dartmouth is inside the radius, Exmouth is outside.
20. Full understanding of local hazards including but not limited to the Mussel and Scallop Farm, wave buoy.

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21. VHF Safety. The user must provide their own VHF radio and meet current legislation with regard to its use.
- 22. All crew and skipper are to wear personal flotation devices without exception whilst on the boat.**
23. Failure to comply with these conditions may result user losing authorised user status.
24. Minimum age of anyone on the boat is 8 years old at the start of the charter.

1. I confirm that I have read the Terms and Conditions set out in this document and agree to abide by them.
2. I understand that I am liable for any costs incurred due to loss, damage, grounding or acts of negligence while the vessel is in my care, up to a maximum of £600 per incident.
3. I understand and accept that failure to pay promptly for any such costs may result in the termination of my use with no available refund, and may affect my ability use Ashwater in the future.
4. I accept responsibility for the vessel for the duration of the booked period.
5. I understand the risks and physical demands involved with sailing, and confirm that my crew and I are fit to participate.

**Signed by User:**

**Witnessed by Club official:**

Date of Signature:

**Date(s) of Use:**