



SPEEDBIRD OFFSHORE
YACHT CLUB

SAILING ORDERS

New Version 3

September 2017

Speedbird Offshore Yacht Club Ltd is constituted and governed by its Articles of Association and Memorandum of Association. These documents allow the Board to set rules and operating procedures for the running of the Club which are set out within this Document. No rule of instruction contained within this document may change or over-rule the Articles or Memorandum of Association.

Sailing Orders contains all rules, relevant documents, instructions and policies that are deemed necessary to enable a safe, efficient and effective sailing club. To make the rules easily readable and relevant to members, Sailing Orders are being split into sections detailed in the table below.

Due to the size of the whole document it will be published and up-dated in individual sections.

| Section | Description | Contents and audience |
|-----------------------|---|--|
| Sailing Orders Part 1 | The Original Sailing Orders | Should be familiar to all Club members and govern the normal operations of the Club and its sailing operations |
| Sailing Orders Part 2 | Supplemental Instructions, Guides and Handbooks | 1)Bosun's Notes 2)Briefing Notes 3)Quick Reference Handbooks 4)Training Manual Reference material for all crew |
| Sailing Orders Part 3 | Policies | Detailed instructions and procedures which do not affect day to day sailing operations |
| Sailing Orders Part 4 | Certificates | -Insurance Policies -SCV2s and other licences/ certificates |

Sailing Orders PART ONE

Amendment Record

| Change Reference | Para. | Reason For Change | Issue Authority | Version | Date |
|------------------|--------|---|-----------------|---------|-----------------------------|
| 1 | 1.4 | Addition of definitions | Board | 1 | 18 th April 2016 |
| 2 | 4.1.7 | Addition ability to Advance book boat at Bank holidays | Board | 1 | 18 th April 2016 |
| 3 | 5.2 | Clarification to Minimum Crewing levels in areas | Board | 1 | 18 th April 2016 |
| 4 | 10.1 | Items moved to Sailing Orders from Articles of Association | Board | 1 | 18 th April 2016 |
| 5 | 10.1.2 | Sailing Conditions No skipper shall leave the Solent in F6 or above | Board | 1 | 18 th April 2016 |
| 6 | 11.2 | Clarification of a Chirp report and when to use | Board | 1 | 18 th April 2016 |
| 7 | 5.1.2 | Rewording of paragraph for clarity | Board | 1 | 18 th April 2016 |
| 8 | 8.1.2 | To comply with update in The Merchant Shipping (Alcohol) (Prescribed Limits Amendment) Regulations 2015 | Board | 1 | 18 th April 2016 |
| 9 | 10.3 | Rewording for clarity with reference to commercial trips | Board | 1 | 18 th April 2016 |
| 10 | 5.4 | Staying aboard a club boat and not sailing | Board | 1 | 18 th April 2016 |

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|----|--------------------|--|-------|---|------------------------|
| 11 | 9.4 | Define the role of an in house club training skipper and responsibilities. | Board | 1 | 18 th April |
| 12 | 9.5.3 | Organisation of training In House trainers | Board | 1 | 18 th April |
| 13 | 9.6.2 | Submission of documentation prior to skipper check out | Board | 1 | 18 th April |
| 14 | 10.1 | Change in wording in Insurance Policy | Board | 2 | Nov 2016 |
| 15 | 9.2 | All skipper to have radar to sail both boats. | Board | 2 | Nov 2016 |
| 16 | 2.2.8.2. & 3.1.6.1 | TM application paper copy for skipper of the day plus on-line registration essential. No need to send with fees. | Board | 2 | Nov 2016 |
| 17 | 1.4..10 | Definition of Trip | Board | 2 | Nov 2016 |
| 18 | 10.1.2. note 2 | Rewording of note 2 | Board | 2 | Nov 2016 |
| 19 | 17.4 | Compliance reworded | Board | 2 | Nov 2016 |
| 20 | 17.2 | Re-named member behaviour | Board | 2 | Nov 2016 |
| 21 | 9.9.2.10 | Ship records added | Board | 2 | Nov 2016 |
| 22 | 9.4.1. | Commercial endorsement of trainers | Board | 2 | Nov 2016 |
| 23 | 9.5 | Training Skippers and Commercial Endorsements | Board | 2 | Nov 2016 |
| 24 | 9.6.3 | Skipper checkout procedure for trainer and candidate. | Board | 2 | Nov 2016 |

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|----|---------------|---|-------|---|----------|
| 25 | 8.2.30 | Skipper Medical condition | Board | 2 | Nov 2016 |
| 26 | 8.2.31 | Responsibilities of skipper | Board | 2 | Nov 2016 |
| 27 | 8.3.14&15 | Responsibilities of crew | Board | 2 | Nov 2016 |
| 28 | 8.2.2 & 8.2.4 | Responsibilities of Skipper | Board | 2 | Nov 2016 |
| 29 | 17.2.18 | Member behaviour | Board | 2 | Nov 2016 |
| 30 | 9.9.2.7 | Ships records | Board | 2 | Nov 2016 |
| 31 | 9.9.9.16 | Maintenance schedule, displayed | Board | 2 | Nov 2016 |
| 32 | 8.2.13 | Skippers to read online defects (elog) for defects prior to sail | Board | 2 | Nov 2016 |
| 33 | 8.2.14 | Skipper to complete online defects Log (eLog) on immediately on completion of sail. | Board | 2 | Nov 2016 |
| 34 | 8.2.18 | Reporting of defects | Board | 2 | Nov 2016 |
| 35 | 9.2 IYS | Skippers will be required to make a secondary port calculation. | Board | 2 | Nov 2016 |
| 36 | 9.9.2.10 | Yachts certification database | Board | 2 | Nov 2016 |
| 37 | 1.4.11 | Definition of eLog | Board | 2 | Nov 2016 |
| 38 | 9.6.4 | Secondary Port calculation | Board | 2 | Nov 2016 |

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| 39 | 9.7.8 | Extension to skipper recency. | Board | 2 | Nov 2016 |
| 40 | 3.1.6.10 | Removed, now no need to leave details of TM at marina office see new procedure. | Board | 2 | Nov 2016 |
| 41 | 2.2.3 & 2.2.5 | Plus Category closed to new members or lapsed members | Board | 2 | Nov 2016 |
| 42 | All | Multiple editorial changes including - changing all reference of Management Committee to Board. -Payment of Sailing Fees through Booking System -Payment of RYA training courses through BACS | Board | 3 | Sept 2017 |
| 43 | 1.1.8 | Ensign use | Board | 3 | Sept 2017 |
| 44 | 2.2.4 | Clarification of Retired membership category | Board | 3 | Sept 2017 |
| 45 | 2.2.9.4 | Clarification of Junior membership category | Board | 3 | Sept 17 |
| 46 | 2.5.1 and 2 | Membership period change from Apr- Mar to a rolling 12 month period | Board | 3 | Sept 17 |
| 47 | 3.1.1.3 | Booking system must reflect actual crew on board | Board | 3 | Sept 17 |
| 48 | 3.1.3.5 and 6 | Prolonged period of absence-definition and permitted training during such absence | Board | 3 | Sept 17 |
| 49 | 3.1.6.10 | Temporary Member Trail days | Board | 3 | Sept 17 |
| 50 | Section 4-multiple | Sailing fee payment on-line, refunds, Skipper expenses and requirement to pay at least 48 | Board | 3 | Sept 17 |

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| 51 | 4.1.6.2 | No-shows of crew on trips procedure to keep booking system accurate in case of emergency | Board | 3 | Sept 17 |
| 52 | 4.1.7 | Sailing fee periods updated | Board | 3 | Sept 17 |
| 53 | 4.1.12 | Previous day departure | Board | 3 | Sept 17 |
| 54 | 5.1 | Defects and unserviceable equipment | Board | 3 | Sept 17 |
| 55 | 5.2 | Requirement of crew member/s to be able to recover skipper from water | Board | 3 | Sept 17 |
| 56 | 5.4.3 | Sleeping on board limit | Board | 3 | Sept 17 |
| 57 | 9.2 IYS | Validity of IYS if taken more than 3 months before expiry date | Board | 3 | Sept 17 |
| 58 | 9.6.2 | Assessment of Club Skipper guidelines | Board | 3 | Sept 17 |

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INTRODUCTION

1.1 General

1. These Sailing Orders have been developed to optimise the safety and enjoyment of everyone on board a Club boat, and to support compliance by Club members with maritime and safety legislation.
2. All Club members must be familiar with and follow the Sailing Orders contained within this document.
3. Sailing Orders form part of the byelaws of the company, and should be deemed as a byelaw
4. Members, Temporary Members and (where applicable) the parent or legal guardian of Junior or Junior Temporary Members, are deemed implicitly to accept that sailing has the potential to be a hazardous activity.
5. It is the duty of all persons on board a Club boat to:
 - Take responsibility for their own safety and to act in a manner that minimises risk for themselves and others.
 - Accept the responsibilities as defined in these sailing orders.
6. The Club's insurance policy does not cover such things as personal accident, loss of property or curtailment. A copy of the policy is available from the Website or from the Finance Director on request
7. The decision of the Board of SOYC is final in the interpretation of these Sailing Orders.
8. **When wearing an ensign SOYC boats will wear an Undefaced Red Ensign.**

1.2 Safety Policy

The primary responsibility of the Board is to provide oversight of the way that the SOYC is run and ensure that it complies with safety and financial regulations and requirements. Through its nominated directors and post holders it will also manage the day to day operations of the Speedbird Offshore Yacht Club Ltd (SOYC).

The Board will manage through good governance oversight of policy, significant issues and any mitigating actions that needs to be taken to avoid future events. Incidents will inevitably occur and these can always provide valuable learning for an organisation. The risk assessment process is part of the Safety Management System (SMS)

Significant safety occurrences with corrective actions should be reported to the Board and these will be de-personalised and summarised in the Board minutes. The definition of significant occurrence for the purpose of safety reporting to the Board will be:

- Any injury to a crew member requiring hospital attention.
- Any occurrence where lifeboat or coastguard assistance has been required or a Mayday/Pan Pan transmitted.
- Any Fire on board.

- Total failure of sails or engine
- Failure of the club governance processes to adequately control a safe and compliant operation.
- Any other event that a Member or Sub-Committee feel appropriate to be notified to The Board.

The Board's policy is to encourage and nurture an 'Open reporting culture' that encourages free and frank reporting where all crew and skippers are confident that if they fully report incidents and accidents they will receive support from the Board and not blame. This is only conditional that there is full reporting and cooperation with the board and that the incident was not caused by recklessness or the deliberate breaking of the Company's rules.

Sections 11 and 12 contain further information about accident and incident reporting and how we review such incidents

1.3 Breaches

Any breaches by a member of the Sailing Orders, will be reviewed and addressed by the Board for any remedial actions to be taken against such member.

1.4 Definition of Terms

1. **Experienced Crew** - An experienced crew member is someone who the skipper knows to be experienced and capable of assisting in sailing the boat. This may be a temporary member.
2. **Sailability Member** – A disabled temporary member sailing as part of the Sailability Initiative.
3. **Sailability Helper** – A parent/guardian or someone else, who does not necessarily have sailing experience.
4. **A Skipper** – A Current skipper as stated in 9.7
5. **A Yachtmaster** may be abbreviated to YM. Additionally YMC for YM Coastal or YMO for YM Offshore or Ocean
6. **A Day Skipper Plus** may be abbreviated to DSP
7. **Advance booking** – A booking made in advance by a member with a non-refundable deposit, closed to other members to book on ie a private booking.
8. **An Experienced Second Person** is another crew member who has attained at least an RYA Day Skipper qualification, has experience of sailing within the category of water planned for the voyage and is in the opinion of the skipper suitably experienced.
9. **Safe Haven** means a harbour or shelter of any kind which affords entry, subject to prudence in the weather conditions prevailing, and protection from the force of the weather (MCA definition)
10. **A Trip** – this is the duration of the continuous booking e.g. a day or 2 days or longer.
11. **eLog** – the online technical defects Log.

2. MEMBERSHIP

2.1 General

The membership categories and voting rights are detailed in the Memorandum of Association.

This section details the membership types and statuses that are offered.

Members may not be admitted to membership; or be admitted, as a candidate for membership, to any of the privileges of membership, without an interval of at least two days between nomination or application for membership and admission.

2.2 Membership Types --

2.2.1 Ordinary

Any serving member of staff of British Airways plc, its subsidiary and associated companies.

2.2.2 Ordinary Family

Spouse, partner, son or daughter (aged under 24 years), of an Ordinary member.

2.2.3 Ordinary Family Plus

Son or daughter (aged over 23), brother, sister, mother, father of an Ordinary member. (Category closed to new members or lapsed members)

2.2.4 Retired

Any retired employee of British Airways plc, its subsidiary and associated companies, in receipt of **and drawing** a British Airways pension

2.2.4.1 Retired Family

Spouse, partner, son or daughter (aged under 24 years) of a retired member.

2.2.5 Retired Family Plus

Son or daughter (aged over 23), brother, sister, mother, father of a Retired member. (Category closed to new members or lapsed members)

2.2.6 Associate

Person with no direct connection to British Airways plc, its subsidiary and associated companies, joining by nomination from an existing member.

All applicants for Associate membership, upon acceptance, are required to pay a non-refundable joining fee.

2.2.7 Associate Family

Spouse, partner, son or daughter (aged under 24 years), of an Associate member.

2.2.8 Temporary

1. Family or friends of full members under the categories detailed in the Memorandum of Association, who wish to use SOYC's assets or facilities, may become Temporary Members.

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2. The TM form can be downloaded from the bookings system or the website www.soyc.co.uk and must be completed by the proposer/bookings and temporary member and offered to the skipper on the day for their information only. Details must also be completed online by the temporary member, sponsoring member or bookings depending on which avenue the Temporary Member is coming through.
3. Any member resigning from Speedbird Offshore Yacht Club Limited is not permitted to sail as a Temporary Member for a period of one year from the date of resignation.
4. Temporary Members shall have no rights to attend meetings or to vote.
5. Temporary membership shall be on such terms as the Board may from time to time determine.
6. The Temporary Member sailing fee as published on the website is payable.
7. Temporary membership will be valid for a period of one year from the day of sailing during which the Committee reserve the right to contact a Temporary Member with regards to any matter pertaining to the SOYC.

2.2.9 Junior

1. Children between the ages of 8 and 17 (inclusive) having parents or guardians being full members under the categories detailed in the Memorandum of Association may become Junior Members.
2. Junior Members shall have no rights to attend meetings or to vote.
3. Juniors will sail with a parent or legal guardian at all times.
4. **At the point of annual renewal if the junior has reached 18yrs they will be offered Family Membership and on becoming 24yrs they will be offered Associate Membership. The joining fee will not be applied.**

2.3 Honorary

1. The directors may, upon resolution of the SOYC Board of Directors, grant persons who are members under the categories detailed in the Memorandum of Association, Honorary status.
2. There is no annual membership fee but normal sailing fees apply.
3. There may not be more than 5 such members of the company at any one time.

2.4 Insurance

Standard cover in the RYA policy includes the public liability “member to member” extension which covers members against claims between each other. Details of the Yacht Club’s Insurance Scheme is available from the SOYC website or from the Finance Director.

There is a considerable list of exceptions of circumstances when an underwriter will refuse to compensate for a loss.

- Where the underwriter has not insured the boat to be used for the purpose of making money.

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- Where damage is caused deliberately or through gross negligence.
- Where the boat is not properly equipped.
- Loss of an outboard engine dropped overboard.
- Damage caused by or consisting of faulty construction or materials, neglect or contamination.
- Loss of time or other indirect losses

2.5 Membership fees

1. Membership fees are due annually starting from the 1st of the month in which the member joined e.g. if a member joins on 14th September 2017, then the Direct Debit will be set-up to run from 1st September 2017 to the end of August 2018.
2. Members who have not paid their fees by their renewal date will not have access to the Bookings System and any prior bookings will be suspended.

2.6 Membership Cancellation

1. Membership is deemed to have been terminated if fees have not been paid after the due date
2. If you wish to cancel your membership please do so, giving one month's notice in writing, to the Membership Director. No refunds will be given for payment already received.

2.7 Member Responsibilities

1. It is the responsibility of the member to inform the Membership Director of any changes in personal details and contact details.
2. It is the responsibility of the member to inform the Sailing Director of all sailing qualifications in order for the skipper to be able to see the experience their crew and for the member to ensure they are kept up to date.

3. BOOKINGS

3.1 General

3.1.1 How to Book

1. Bookings for club boats can be made via the online Booking System on the SOYC website.
2. The Membership Director will issue a username and password to new members to allow access to the system.
3. Where there is a last-minute change of crew **the booking system MUST be up-dated to reflect the actual crew on board. No-show procedures are detailed in 4.1.6.2**
4. Email is the preferred method of communication **with Club officials**. When this is not suitable or available, except in cases of urgency, members are asked to restrict phone calls to the hours of 0930 to 2100.
5. In order to help with communication between crews, members will need to enter contact details into their personal page on the online Booking System in order to be able to make a booking. They will also be asked to confirm that they have read the club Sailing Orders and amendments.
6. The Booking System will automatically advise skippers and/or crews of the following events:
 - Email existing crew when a skipper changes or cancels a booking
 - Email the skipper when an existing crew member adds, changes or cancels a booking
 - Email a request for a skipper when first crew member books without a skipper

3.1.2 Booking Period

1. **Unless stated otherwise for specific trips or events**, bookings are for a period of 24 hours, midnight to midnight.
2. Where a trip is of more than one-day's duration, a booking is required for each day.

3.1.3 Booking Conditions

When one of the boats is away from the Solent on a prolonged cruise or is scheduled to be unavailable for prolonged maintenance, the following restrictions will apply:

1. One boat will remain in the vicinity of the Solent.
2. Only day sails are permitted at weekends and the booking must be advertised as such.
3. The boat must return to its homeport each day unless there is agreement from all crew members on both sailing days.
4. A maximum of a 2-day overnight booking is permitted on weekdays.
5. **"Prolonged" is defined as a continuous period of 14 days or more and when open bookings are not available for 3 consecutive days or more within that 14 day period e.g. a temporary return to the Solent for a couple of days does not exempt that period from being counted as prolonged**
6. **IYS and Skillbyte training may take place in prolonged absences but should take up no more than 2 days in any rolling 7 day period.**

3.1.4 Restricted Trips

1. Certain trips designated by the Board, e.g. Training Courses or promotion days, will have special booking arrangements. These will be indicated on the Booking System as 'Block', 'Training', 'Day Sail' etc. Bookings for these trips may be made via the Booking Secretary or Chief Instructor / Principal as indicated under 'Details'. Maintenance periods will be shown as 'Maint'.
2. Bookings for certain events and cruises may open ahead of the usual booking window and special booking conditions may apply. When this is the case details will have been circulated by email or in a Newsletter.
3. In the event that a boat should become unavailable due to unforeseen circumstances, any Restricted Trips shall have precedence, albeit that the booking may have been made on the unavailable boat.

3.1.5 Industrial Action

The company will not be held liable for any curtailment or cancellation of the booking, or fees/costs incurred as a result thereof, due to industrial action of any third party.

3.1.6 Temporary Members

1. Members can take family or friends sailing on club boats if there is spare capacity. Such family or friends will become Temporary Members (TM) for the day on which they sail. It is up to the club member, introducing the temporary member, to ensure that the form is completed via the **booking system** and a paper copy given to the skipper of the day.
2. Members introducing TM's to the club are responsible for ensuring that the TM is aware of, and complies with, SOYC's Sailing Orders and for ensuring payment of sailing fees at the published TM rate.
3. Temporary membership must be accepted **at least 2 days before the date of sailing**.
4. A Temporary Member may only sail for a maximum of 3 days in any financial year except, but not including any RYA course taken at SOYC.
5. Up to two of those days may be a Saturday or Sunday during the Summer Period (April to September).
6. Except for skippers, who may add one TM to the crew when they book, berths are reserved for members for 7 days after the first booking onto a trip. Thereafter members can book TM's into remaining berths.
7. Members should not deliberately book family or another member onto the booking when it opens and then subsequently replace them with a TM to avoid the 7-day exclusion period. This action will be viewed as gross misconduct, and would result in strict sanctions being applied by the management committee against members involved. This could ultimately result in expulsion.
8. These rules do not apply to advance bookings, the summer cruise or RYA courses.
9. Temporary members can only join the summer cruise one calendar month after the bookings open. (See Training sailing orders for terms of RYA course participation)
10. **Potential new members are invited to a "Trial Day" which is recorded by the Booking Secretary as a T.M. This day should be offered as a one-off before joining. The Booking secretary may offer a further two occasions in exceptional circumstances e.g. the initial day is cut short**

3.2 Regular Bookings

1. Skippers and crew can make normal bookings during a rolling open 'window' up to six weeks ahead.
2. In order to book or sail on a club boat as a member, the full appropriate membership fee for the year must have been paid on the due date i.e. 31 March. If the booking was made before the membership year end and the fees are outstanding any bookings previously made whilst a member will be cancelled.
3. There is no requirement for members wishing to sail as crew to wait for a skipper to book.

3.3 Advance & Short Notice Bookings

3.3.1 General

1. Advance bookings can only be made by members who have current SOYC skipper status.
2. The published Sailing Orders apply.
3. An Advance Booking is a booking made for dates more than 6 weeks ahead.
4. A Short Notice Booking is a new advance booking made within the normal open six-week booking window for weeks 1 to 6 of the period
5. Once approved, skippers have control over the trip bookings and may arrange their own crew subject to the arrangements below.
6. There are no age limits to crew. However, the condition set out in section 6 will apply. If skippers require extra safety equipment, over and above that already on the boat, that is their responsibility to supply it.
7. Fees are as stated in section 4 below

3.3.2 How to Book an Advanced booking

Member should book by contacting the Bookings Secretary who will confirm the booking. The deposit **should be paid by BACS** within 14 days of the booking being confirmed otherwise the booking will be cancelled.

3.3.3 Advance Booking Conditions

1. Only one boat may be advance booked at any one time.
2. Advance Bookings may not be made if another boat is on a RYA or club training course.
3. Advance Bookings may be made on another boat not being used on the summer cruise provided it is a week day (not a bank holiday) and is only for a single day sail.
4. Normal crew levels and skipper area and weather restrictions apply.
5. Crew names, together with Next of Kin (NoK) details for Temporary Members, are to be notified to the Bookings Secretary as soon as possible, late changes on the day are to be left with the marina office.
6. Bookings can only be made by club skippers whose IYS and First Aid certification and recency are valid at the time of booking and at the date of sailing.
7. The following limitations apply:

| | Peak Period 1st Jun to 31st Aug | Off-Peak Period 1st Sept to 31st May |
|---|--|---|
| Max no of individual bookings | 1 | None |
| Max no. of days per skipper (as skipper or crew) | 5 | None |
| Max no. of which may be week-ends | 2 | None |
| Max no. weekend trips crew can sail on | 2 | None |
| Max no. of days per individual booking | 4 | None |

3.3.4 Cancellations

1. Deposits are for Advance Bookings are non-refundable.
2. In the event of the boat being unavailable due to serviceability issues then a full refund will be given.

3.3.5 Severe Weather

1. In the event of severe weather, or forecast weather that is outside the limits of the skipper status held, the booking may be rescheduled for within 3 months of the original booking.
2. Adjustments in cost will be made depending on the fees applicable. For example, if the advance booking was made in the summer period but the rescheduled one was in the winter months then a refund of the difference in fee will be made. Conversely if the bookings are the other way round then a further fee will be applicable to secure it.
3. The Board reserve the right to restrict the permitted cruising area should severe weather be forecast.
4. In the event of severe weather occurring (outside those limits stated in the Sailing Orders for the skipper status held) once the booking period has commenced, the skipper remains responsible for the yacht at all times and must consult with the Sailing Director as to what action to take.

3.3.6 Late Return

It is the duty of any skipper to ensure that they return the boat to the marina ready for any subsequent bookings.

In the event of the boat being delivered back late to the marina as a result of the skipper not taking into account the forecast weather or calculation of tidal constraint, the greater of the following conditions will apply:

1. If any subsequent trips have to be cancelled then the skipper in charge of the advance booking will be liable for loss of income to the club.
2. Any extra days taken, which do not compromise another club members booking, will be charged at the appropriate advance booking rate.

3.3.7 Industrial Action

The Company will not be held liable for any curtailment or cancellation of a members booking, or fees/costs incurred as a result thereof, due to industrial action of any third party.

4. FEES

4.1 Sailing Fees

4.1.1 General

1. The current Sailing fees are as published on the SOYC website.
2. Additionally, a share of any catering costs, mooring fees will be payable to the skipper.
3. In order to facilitate communication, all members are asked to include current landline and mobile telephone numbers in the 'Phones' field of their personal page on the booking system together with a current email address.
4. **Skippers are expected to leave the boat at the end of a trip with at least 2/3rds of a tank of fuel, a litre of engine oil (SEA 15W-40 Diesel engine oil), sufficient blank log book pages and a full spare canister of Calor gas. These expenses can be claimed back by completing the relevant claim form and submitting it (with supporting receipts) to the Operations Director. The purchase of any other equipment must be pre-authorized by a Director or the duty Boson.**

4.1.2 Payment

1. The listed skipper is responsible for **ensuring that no-one sails on a Club Boat who has not paid for the voyage. The Club's Booking System will annotate when a member has paid. In the event of a fault in the system, the skipper will be advised of member's payment by a club official**
2. Crew **may not** pay the skipper on the day for sailing.
3. **All members shall pay their sailing fees at least 48 hours before the trip. Failure to do so, or contact the Sailing Director and explain the reason, will result in them being removed from the trip but their sailing fees will remain due as detailed in 4.1.4.3 below.**
4. **The Sailing Director will refund sailing fees via PayPal if a refund becomes due**
5. Members introducing a Temporary Member are responsible for ensuring that the TM fees are paid.

4.1.3 Pre-Payment

Advanced bookings and other trips designated by the Board, fees are payable in advance within 14 days of making the booking. For bookings on cruises, fees are payable in advance within 14 days of confirmation of the place on the cruise.

4.1.4 Cancellation

1. If a member, or a TM they are sponsoring, needs to cancel a trip this should be done via the online Booking System in the first instance. **If payment has been made then details of the payment should be sent to the Sailing Director to enable a possible refund.** The skipper and the Bookings Secretary should then be advised of the cancellation as soon as possible.
2. Late cancellation by a skipper may mean that the boat cannot sail and skippers are asked to avoid this situation, save in emergency or by trying to arrange for a fellow skipper to take on the booking.
3. If less than two clear days' notice of a cancellation are given, the sailing fees for the trip will be payable as if the member or TM had sailed. A share of any catering costs incurred would also be payable to the skipper.

4. If a member or skipper feels that there are extenuating circumstances whereby they feel that they should not pay the sailing fees **or be issued a refund** as a result of the late cancellation, then they must advise the Bookings Secretary accordingly. The Bookings Secretary will then liaise with the Sailing Director who will refer the matter to the Board who will then use their own discretion to review the circumstances, that resulted in the cancellation, and decide if a fee is still due. The Board's decision about whether the sailing fees are payable or not will be communicated by the Sailing Director to the member concerned and who will also advise the Bookings Secretary so they are aware of the decision made
5. **Each member is responsible for their own booking, and should have a backup plan when lift sharing to reach the boat. Should a member cancel due to the other member cancelling within the 48 hour window then no refund is due e.g. Sharing transport, friends/ couples.**
6. For cruises, training courses and other trips designated by the Board, fees are payable in advance and will not be refunded in the event of cancellation. Cancellation charges will not apply if the berth is re-sold.

4.1.5 Cancellation due to Weather or Boat Inoperability

1. If the forecast weather suggests it may be appropriate, skippers should consider cancelling a trip and notifying the crew of the cancellation in good time in order to prevent wasted journeys to the boat. When cancellation is required, skippers should endeavour to make the decision and communicate to crew by 18:00 local the evening before the planned trip
2. Crew members should make contact with the skipper prior to leaving for the boat if they believe that sailing may not take place due to adverse weather.
3. Crew Members are reminded that Skippers are required to cancel a trip if the wind speed is expected to be beyond allowable limits as per 10.1.2
4. Sailing fees will **be refunded** under these circumstances.
5. Skippers should endeavour, where possible via the Bookings Secretary, to try to get a more qualified skipper to take over the trip when cancelling due to anticipated weather.
6. If a multi-day trip is disrupted due to weather then only the days affected by the weather may be cancelled except as detailed in 4.1.4.3 E.g. If day one of a two day trip is cancelled due to weather, day two remains chargeable if suitable conditions exist for sailing unless two clear days' notice of the cancellation are given.
7. Any booking cancelled due to weather the skipper and crews' names will be cancelled from bookings and reinserted into notes for reference.

4.1.6 No Shows

1. Sailing fees for the trip will be payable.
2. **If a member who is booked onto a trip fails to turn up the Bookings Secretary and Sailing Director should be notified by text or email before departure. If this is not possible the skipper should 'alter' the trip in the skipper's booking page and change to comment to show "XX no show" where XX are the initials of the crew member missing. This will ensure that in the event of an emergency the emergency services can be given an accurate crew manifest.**
3. 'No Shows' cause considerable delay and disruption to planned passages and members are urged to ensure that they contact the skipper and the Sailing Director if they will be unable to attend.

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4.1.7 Advance & Short Notice Booking Fees

1. The fees for Advance & Short Notice bookings where the crew complement is made up of Members and Temporary Members who are personal family or friends are as follows:

| | April to October Weekdays | April to October Weekends and Bank holidays | November to March Weekdays | November to March Weekends and Bank Holidays |
|-------------------------------|-------------------------------------|---|--------------------------------------|--|
| Non refundable Deposit | 5 x summer sailing fee per day | 5 x summer sailing fee per day | 5 x winter sailing fee per day | 5 x winter sailing fee per day |
| Additional fees | Yes | Yes | Nil | Yes |

2. The fees for Advance and Short Notice bookings where the crew complement is made up of Temporary Members who are NOT personal family and friends are as follows:

| | April to November Weekdays | April to November Weekends and Bank Holidays | November to March Weekdays | November to March Weekends and Bank holidays |
|-------------------------------|--|--|--|--|
| Non refundable Deposit | 13 x member summer sailing fee per day | Not permitted | 13 x member winter sailing fee per day | Not permitted |
| Additional fees | Nil | Nil | Nil | Nil |

Additional Fees: All crew to be paid for at the appropriate rate (members or TM's). When actual fees exceed the deposit, these are to be paid via BACS **prior to the trip departing**.

Deposits: Deposits are not refundable and are payable in advance within 14 days of making a provisional booking. They should be **paid via BACS**. If payment is not received within the 14 days the booking lapses and will be deleted from the Booking System.

Suitable arrangements for payment of fees for Short Notice Bookings are to be agreed with the **Sailing Director**.

4.1.8 [Deleted]

4.1.9 Cruises

1. Club cruises and detachments away from base are charged at standard daily sailing fee rates for members or temporary members.
2. All fees are payable in advance, are non-refundable and should be paid via PayPal by the date requested in the cruise notification.
3. Expenses incurred on a cruise will be settled by submitting a claim form on their return.
4. Cruise fees do not include food, mooring costs, oilskin hire, travel, or insurance.

4.1.10 Sailing Vouchers

These may be used for Normal Club Sailing and Cruises. A clear scan of the voucher should be sent to the Sailing Director a minimum of 48 hours prior to the sail, detailing the trip date and boat. The system will be manually updated. If used for an IYS Course/Skill Byte, the difference in the rate of daily sailing fees and the course fee is to be paid via BACS (see Policy in section 3)

4.1.11 Skipper Checkouts and revalidations

The fee payable for the skipper under check is twice the normal daily rate. The skipper to be checkout out shall book onto the trip twice as crew to facilitate this by paying for both bookings.

4.1.12 Previous day departures

Where agreement has been reached between the Booking Secretary and the skipper on the day, if applicable, that a booking will leave the previous evening (before the 24 hour period starts) the booking secretary is to annotate the booking entry on the web site accordingly. Departures before 18:00 may incur a payment for that day.

4.2 Training Fees

4.2.1 General

Fees for club training courses and skill bytes are as published on the website.

4.2.2 Payment

1. Improve Your Skills Courses, Radar and 1 or 2 day skill bytes fees should be paid through the Booking System. Fees for RYA training courses are payable in advance by BACS and are non-refundable. For all RYA courses a non-refundable deposit of £100 is payable to guarantee a place.
2. RYA fees should be paid via BACS as detailed in the course information and must be paid in full 30 days before the course start date. If less than 30 days, then fees are payable immediately. For all RYA courses a non-refundable deposit is payable. Your place is only guaranteed once payment is received in full or a deposit paid.

4.2.3 Cancellation

1. Training fees are non-refundable.
2. We are unlikely to reschedule your course as a result of severe weather (but reserve the right to do so). Safe heavy weather sailing with an experienced instructor can be the highlight of the course. In these circumstances the decision to put to sea or not remains with the course instructor.

4.2.4 Improve Your Skills (IYS) and Skill Byte Courses

1. The Training Skipper running an IYS/Skill Byte Course does not pay a Sailing Fee.
2. On 2 day trips a share of any catering costs and mooring fees away from base will be split between the crew and not include the skipper.

5. CREW LEVELS

5.1 Minimum & Maximum

1. Normal skipper area limitations apply. See Sailing Limitations Section 10
2. RYA Practical Courses must be skippered by an RYA Instructor. For RYA assessments, a Yachtmaster Coastal or Yachtmaster Offshore examination candidate, who is already a club skipper may be in charge of a vessel. For club assessments a club instructor may be in charge of a vessel.
3. When underway the number of persons on-board a Club boat must not exceed the number stated on the vessel CE certificate, **the SCV2 certificate** or a max of 8 whichever is the lower.
4. **The unserviceability of equipment (including but not limited to liferafts, life jackets, flares, fire extinguishers, radios, etc) must be assessed before sailing by the skipper to ensure that the remaining serviceable equipment meets SOLAS V and MGN280 requirements for the type of trip to be undertaken. If in doubt, advice must be sought from the Operation or Sailing Director, Commodore, Chief Instructor or Chief Bosun**

5.2 Minimum crew levels

For definition of areas please see section 10 (Day Skipper Plus permitted to Poole, Bembridge Langstone and Chichester subject to being check out for each port)

AREA 1 - SOLENT

Club Day skipper and at least one crew member who is capable of carrying out an MOB **recovery with the assistance of the rest of the crew. The decision to sail should be taken by the skipper based on the weather conditions and strength of crew**

AREA 2 – Anvil Point to Selsey Bill

Club Yachtmaster Coastal and one Experienced Second Person (see Note 1 below)

AREA 3 – Sailing up to 20nm from a Safe Haven

Club Yachtmaster Coastal and one Experienced Second Person (see Note 2 below)

AREA 4 – Sailing up to 60nm from a Safe Haven

Club Yachtmaster Offshore and one Experienced Second Person and at least one crew member who has attained at least competent crew status. (see Note 2 below).

Note 1 Additionally a Day Skipper Plus may only sail to their authorised port/s by a reasonable direct route and not beyond with an Experienced Second Person.

Note 2 On overnight voyages or when a 'watch' system may be operated, at least two crew must be carried in addition to the Yachtmaster and Experienced Second Person to allow adequate rest. At all times a Yachtmaster or Experienced Second Person must be on watch.

5.3 Maximum Crew levels

The maximum number of crew permitted at any time is 8 per boat. The booking system default amount is 6 and it is at the skipper's discretion to take up to 8 on board.

The skipper has sole discretion as to whether this needs to be restricted due to weather and or berthing arrangements. Any decisions on crew reductions to enable the skipper to comply with Solas V, and these sailing orders, will be based on maintaining the safety of the boat and then subject to the 'last on first off' rule. All such adjustments must be discussed and agreed with the Sailing Director.

5.4 Sleeping On board

1. Any increase in maximum crew numbers above 5 (overnight) must not be imposed on crew.
2. The skipper is responsible for obtaining agreement from those members of crew who may be required to share a cabin prior to the trip if those required to share are not obviously partners
3. If crew members wish to join a boat the night before a trip in order to make an early start or stay on board after a late return, this is to be agreed in advance with the previous/following skipper and the Booking Secretary. **No member may stay on-board for more nights than days booked to sail unless they have prior agreement of a Director e.g. when booked to sail Saturday but crew member wished to stay both Friday and Saturday night.**
4. No club boat shall be used solely for the purposes of accommodation alone unless prior approval has been granted by the Board, in which case full payment as a day sail is to be paid in advance. The agreement must also be sought from skippers prior to that night and post that night and should not interfere with their planned sailing.

6. SAILING WITH CHILDREN & YOUNG PEOPLE

6.1 General

1. Adult members of the Club may include in the Catering Requirements/Special Needs section of their personal page a comment on whether they will, or will not, sail with young people. This may, for example, include a minimum age limit if wanted.
2. Parents are to ensure that their children are prepared for a full day of sailing; which may mean bringing some forms of amusement suitable for on board use. Parents should be confident that their children will enjoy a full days sailing. Boredom should not be a reason for curtailing a day's sailing.
3. A parent or legal guardian will accompany any child/children and remain legally responsible for them under crew levels stated in 6.4 below.

6.2 Minimum Age

The minimum age for sailing on an SOYC boat is eight years.

6.3 Sailing Fees

Normal member and temporary member fees apply.

6.4 Crew Levels

| | Aged Under 12 – see Note (Skipper may not be counted as parent or legal guardian) | Aged 12 to 15 |
|---|---|--------------------------------------|
| Max no. of children per parent or legal guardian | 2 | 3 |
| Min crew complement on board | 1 club skipper 1 experienced crew Additional club skipper if more than 2 children | 1 club skipper 1 experienced crew |

Note:

At no time will the number of people on-board, who are under twelve years of age, exceed the number of people on-board who are over eighteen years of age.

6.5 Children under 16

Children aged under 16 will only be allowed to sail subject to the following conditions:

Safety Equipment

1. The designated skipper will be responsible for ensuring that all children and young people have appropriate safety equipment. The skipper is authorised to refuse to take on-board anyone who is not suitably equipped, or to cancel the trip.
2. They will each have a self-inflating lifejacket of an appropriate size. This is required to meet the EC standard EN396, and is to have a minimum buoyancy of 150 Newtons. If the lifejacket does not have a combined harness, then a suitable harness [EN1095] is to be worn.
3. They will have their own clothing, appropriate to the weather conditions expected.

Acceptance by Other Crew

1. Children will only be allowed to sail with the agreement of the skipper and all other members in the crew already listed for that trip.
2. Once a child is accepted as part of a crew and listed on the Booking System, any other members joining that trip sail on the understanding that there will be children on-board.

Bookings

1. Crew members under sixteen years of age are to have the designation (J) entered after their name in the Booking System.
2. Only one club yacht may sail with children under 16 at any one time.

7. TRAINING COURSES

7.1 Temporary Members

Temporary Members may join training courses at the published rates if members have not taken places eight weeks prior to a course start date.

7.2 Feedback & Complaints

1. If you are unhappy with any aspect of the course, please discuss this with the instructor at the time.
2. The Sailing Director may also be contacted and will endeavour to resolve any issues you may have.
3. A feedback form will be provided at the end of the course for any comments/suggestions you may wish to make.

7.3 Skill Bytes/IYS

These are SOYC internal training sessions aimed at improving member's skills and to act as refreshers. They are conducted by designated trainers appointed by the Board.

7.4 RYA Courses

These are run by the club and are as stipulated in the RYA handbook. Courses will be published by the Chief instructor/ Sailing Director.

8. ONBOARD RESPONSIBILITIES

8.1 General conditions

8.1.1 Personal Safety

Crew will conduct themselves on board in a seamanlike manner and will not hurry about the boat, jump from the boat to a pontoon or use any part of their anatomy to fend off.

8.1.2 Alcohol

1. Members' attention is drawn to The Railways and Transport Industry Safety Act 2003, Chapter 20 Part 4, which lays down penalties for anyone (including non-professionals) involved in a function in connection with the navigation of a boat that is underway, while under the influence of alcohol or drugs. Members are to comply with this legislation at all times when onboard a club boat.
2. Training skippers are reminded of their additional responsibilities under Paragraphs 78 & 79 of Chapter 20 Part 4 of the above Act.
3. Members are advised to bear in mind that circumstances may change after the boat is anchored or tied up necessitating moving the vessel or leaving a harbour or anchorage.
4. March '16 the prescribed UK limits were:

(a) in the case of breath, 25 microgrammes of alcohol in 100 millilitres,

(b) in the case of blood, 50 milligrammes of alcohol in 100 millilitres, and

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(c) in the case of urine, 67 milligrammes of alcohol in 100 millilitres.

5. It is the member's responsibility to ensure that they comply with the limitations in force at the time of the trip and of the host country on an international trip.

8.1.3 Smoking

Smoking is not permitted aboard the vessels.

8.1.4 Racing

Racing is not permitted on SOYC vessels.

8.2 Skipper Responsibilities

The Skipper is at all times responsible for the safety of the vessel and crew. Tasks involved in fulfilling this responsibility will, amongst others, include:

1. Complying with the requirements of SOLAS V by making an appropriate passage plan that includes a careful assessment of any proposed voyage taking into account all dangers to navigation, weather forecasts, tidal predictions and any other relevant factors including the overall balance of crew strength, competence and experience.
2. Ensuring that the names of all crew members are entered on the club computerised Booking System prior to departure. If they are not, they must not join the trip under any circumstances
3. Arranging for the sponsoring member to enter contact and next of kin details for Temporary Members on the Booking System.
4. Ensuring that the name/s of any crew who fail to turn up for a trip are notified to the Booking Secretary by text or email before departure.
5. Complying with the published Club start-up procedures.
6. Completing an appropriate safety briefing before sailing, including a check of the lifejackets. A note is to be made in the log book that the safety briefing has been done
7. Assessing the crew's ability to complete necessary sailing tasks, having regard to individual levels of experience and the prevailing and expected sailing conditions.
8. Ensuring that Lifejackets and Harnesses are used when conditions require them. This includes in winds over Force 5, during the hours of darkness and when in or transferring to/from dinghies. Lifejackets are to be worn in fog or where the crew might have to abandon the yacht.
9. Ensuring that lifejackets are worn on the pontoon whenever alone, in the hours of darkness and when icy.
10. Skippers must consider the likelihood of sea or weather conditions making recovery of a man overboard difficult, or, in the winter months, the effect of low sea temperature when deciding if Lifejackets and Harnesses are required.
11. Crew, particularly novices, are to be encouraged to wear lifejackets and safety harnesses whenever they wish to do so.
12. Non-swimmers are to wear lifejackets at all times when on deck.
13. Be aware of all open defects for the yacht prior to sailing by reading the online defect log (eLog) on the SOYC website and the written Technical Log on-board.
14. Completing the Ship's Navigation Log, Technical Log handover to next skipper and defect report pages and the online defect log on the SOYC website immediately after completion of sailing.
15. Optimising the enjoyment and safety of the crew, and their involvement in running the boat.
16. Complying with the published club shutdown procedures and leaving the boat in a clean and secure state ready for the next crew.

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17. (Removed)
18. Promptly advising the next skipper, Bookings Secretary and Duty Bosun of any significant defects, particularly if they may affect subsequent trips.
19. Returning the boat's keys to the marina office and collecting any crew lists left there.
20. If, for any reason, a Club boat needs to be left at a port other than its home (or detachment) port, the skipper is responsible ensuring that all possible steps have been taken to ensure its safe return and to help facilitate repairs prior to leaving it. The skipper must seek guidance from the Sailing Director, and if for mechanical issues the Operations Director and if possible resolve issues before disembarking. The Sailing Director will notify the next skipper, of the location and whereabouts of the boat and keys.
21. Acting in the best interests of the Club particularly by planning trips so that, in all normal circumstances, the boat is available on the agreed mooring, cleaned, with at least 3/4 fuel and water tanks for the next crew by the end of the booked period.
22. Club boats are to be operated in compliance with Marine & Coastguard Agency (MCA) and Royal Yachting Association (RYA) guidance given in their yacht safety publications. It is a mandatory requirement that Skippers are to comply with the International Maritime Organisation (IMO) SOLAS V (Safety of Life at Sea) regulations at all times. These are incorporated in UK maritime law.
23. Ascending of the mast only to be carried out when the boat is berthed, except in emergency circumstances to ensure compliance with Solar V. Competence in the safe operation of the bosun's chair is required before attempting an operation to ascend the mast.
24. After any collision the boat must return to a safe haven. After any grounding the skipper shall complete a visual inspection of the hull around the keel bolts for cracking, damage or water ingress. If any is found the vessel must gently make for the nearest safe refuge and a minimum of a Pan-Pan call made to the Coastguard. The duty Bosun is to be contacted to discuss the damage and they will make a recommendation as to what further action the skipper is to take. In both cases an Incident Report must be submitted and an entry made in the tech log and electronic log on the day of the occurrence. Failure to report these events will be treated as gross misconduct.
25. Appropriate medical attention and advice should be sought following an injury. Full details of accident must be recorded in the accident book.
26. Seek guidance from Marina staff for local tidal variances that could affect the safe operation of the vessel if in unfamiliar waters.
27. Any Man Over Board recoveries should be done under power in the first instance and a Mayday message sent.
28. It should be noted that all skippers engaged in an SOYC trip are exempt from the requirements of the Marine Labour Convention (2006).
29. For trips outside UK Territorial waters additionally see section 10.1
30. Skippers should consider the impact of any medical conditions from which they suffer when planning a passage. Particular consideration must be given when out of the Solent or when sailing with an inexperienced crew. The sudden incapacitation of the skipper could have a detrimental impact on safety and skippers should not undertake such a passage if their health renders them unable to effectively skipper the boat.
31. Report all and any incidents to the appropriate club officers on the day of occurrence. An entry must be made in the Tech log and Electronic Tech Log (eLog) on the day this occurs. A comprehensive list is included of incidents that must be reported in Appendix 2 (at the end of this document)

8.3 Crew Responsibilities

Crew members are responsible for:

1. contacting the designated skipper at least 48 hours before a trip to confirm the arrangements in terms of:
 - a. Time of muster/departure
 - b. Time of estimated arrival back to the Departure point
 - c. Brief outline of the intended passage planned
 - d. Notifying the Skipper of contact and Next of Kin details for any Temporary Members that they introduce and entering these details on the computerised Booking System.
 - e. If cancelling the trip see 4.1.4 for instructions
2. supporting the skipper in optimising the safety of the vessel and crew.
3. supporting the skipper in fulfilling his/her other responsibilities.
4. ensuring that they understand how to use the safety equipment, and wearing lifejackets and/or safety harnesses whenever directed to do so by the skipper, or if they feel it would be appropriate for them to do so regardless of the conditions.
5. ensuring that they wear a lifejacket on the pontoon whenever alone, in the hours of darkness and when icy.
6. ensuring if they are Non-swimmers they wear lifejackets at all times when on deck.
7. helping run the boat. While the skipper has the final say in sailing and passage decisions, every crew member is encouraged take an active part in helping the skipper to arrive at these decisions.
8. assisting in remedying minor running defects as requested by the skipper.
9. leaving the boat in a clean secure state and, so far as is possible, fit for the next crew to use.
10. making sure they inform the skipper if at any time they feel that the prevailing sailing conditions are beyond their capabilities.
11. informing the skipper of any medical conditions.
12. reporting any injuries or conditions to the skipper which might affect the safe operation of the vessel and the safety of those on board.
13. For trips outside UK Territorial waters additionally see section 10.1
14. Reporting any indiscretions or concerns about the operation of the boat or other members via CHIRPS or "TALK TO US" which is confidential.
15. To ensure that the skipper of the day has reported any incident which has occurred whilst they on are on board both into the Tech Log and the electronic Log (eLog) on the day that the incident occurred. Should they find this has not been completed within 24 hours then the commodore must be informed.

9. SKIPPER QUALIFICATIONS

9.1 Types of Skipper

The club has four types of skipper, three of which are:

Day Skipper, Yachtmaster Coastal and Yachtmaster Offshore, skipper and are based on the RYA Sail Cruising Scheme.

The fourth is Day Skipper Plus which is an SOYC designation allowing suitably qualified skippers to sail outside the normal designated areas allowed for a club Day Skipper.

The Board may appoint checkout and training skippers. The qualifications and experience required for each are given below. However, the SOYC minimum experience requirements are increased from those required for the relevant RYA certificates as skippers may often be sailing with unfamiliar crew who maybe relatively inexperienced.

In order to receive club circulars and safety information and to use the online Booking System, skippers must have Internet access with e-mail facilities.

9.2 Skipper Qualification Requirements

| | DAY | DAY SKIPPER PLUS | YACHTMASTER COASTAL | YACHTMASTER OFFSHORE |
|--|------------|------------------|---------------------|----------------------|
| Endorsement of 2 club skippers for initial appointment as a club skipper ie not required for upgrades for existing club skippers. | YES | YES | YES | YES |
| RYA Day Skipper Shore based Completion Certificate | YES | YES | | |
| RYA CS/YM Shore based Completion Certificate | Optional | Optional | YES | YES |
| RYA Day Skipper or Yachtmaster Coastal Practical Completion Certificate | YES | YES | | |
| RYA/MCA Yachtmaster Coastal Certificate <i>(not an RYA practical course completion certificate. This means passing a practical examination with an RYA examiner).</i> | | | YES | |
| RYA/MCA Yachtmaster Offshore Certificate | | | | YES |
| Maritime Radio Operator Certificate of Competence - Short Range Certificate | YES | YES | YES | YES |
| Valid First Aid Certificate (in preceding 3 years) – see Note | YES | YES | YES | YES |
| Minimum Logged Sea time | 400nm | 400nm | 800nm | 2500nm |
| Days on Board / Days on Club Boats (see note below table) / Days as Skipper on Club Boat | 12 / 8 / 0 | 12 / 8 / 6 | 30 / 5 / 0 | 50 / 5 / 0 |
| Night Hours | 4 | 4 | 12 | 12 |
| Passages | 0 | See note below | 2 x 40+nm | |
| IYS (see note below) | | YES | YES | YES |
| Sea Survival Course Completion Certificate | | | | YES |
| Radar qualification | YES | YES | YES | YES |

Note: Days on board club boats – Days on board club boats must be with 3 separate skippers on a normal club sail. IYS, skill byte days, radar courses DO NOT count towards this total. Cruise days can only count as one occasion.

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SOYC Sailing Orders

Notes:

DAY Skipper Plus

To enable Club Day skippers to extend their sailing area they can arrange to be checked out for each of the the following 4 ports they are:

1. Langston
2. Chichester
3. Bembridge
4. Poole

Prior to completing their initial trip on a club boat to each of the above ports the prospective DS must obtain the recommendation of one club skipper. Then to obtain the correct certification for each port each DSP applicant must be accompanied by a another club skipper on a club boat who must be a Yachtmaster Coastal or Offshore and the skipper on the day is to ensure that the DSP applicant does all the Navigation to prove competence for that port. The DSP applicant then obtains the signature of the skipper with whom they have done the trip. This must then be repeated for each port.

The forms can be downloaded from the web site and are then sent to the Director of sailing to have the web site updated.

All subsequent passages outside the normal Day Skipper limits must have a passage plan that has been submitted and approved by one of the RYA Qualified Club Instructors. This must be submitted at least 5 days before the trip to the training email address.

First Aid Certificates

The basic requirement is for the RYA First Aid Certificate. Other courses which the Club accepts are:-

- The BA Cabin Crew SEP First Aid training. Note that BA Flight Deck Crew training does not meet the Club or RYA requirements. Flight crew need to obtain one of the other qualifications.
- Any other first aid course acceptable to the RYA, which must be renewed at least every three years. Members taking non-RYA courses are strongly recommended to ask the instructor to give special attention to hypothermia and drowning.

IYS

Day skipper Plus, Yachtmaster Coastal, Yachtmaster Offshore and Yachtmaster Ocean skippers must complete a two day IYS before they may sail outside Area 1 (10.1.1), to ensure an understanding of the boat systems, as the sailing area permitted is outside Seastart range. The IYS may be completed after the Skipper Checkout, but the skipper status will not be updated until such time. The two day IYS does not contribute to the required number of days onboard. All skippers are required to attend an IYS Course every rolling two years to maintain their club skipper status. An IYS may be taken up to 3 calendar months prior to expiry date, the new expiry date being 2 years from the original expiry date. **If the IYS course is taken more than 3 calendar months before the IYS expiry date then 2 years and 3 months IYS validity will be granted from the date of the course.**

NOTE: All skippers will be expected to show they are capable of working out a secondary port calculation for the Solent Area given to them during the IYS course which must be demonstrated in order to maintain their skipper status.

Attendance on a Yachtmaster Preparation Course and subsequent passing of the Yachtmaster qualification will be accepted at equivalent to attending an IYS.

Members holding Yachtmaster Examiners and Yachtmaster Instructor qualifications

Yachtmaster Examiner & Yachtmaster Instructor qualified members do not have to hold the Offshore Theory Certificate, because by qualification, they can teach it.

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SOYC Sailing Orders

Radar Qualification

All Skippers of an SOYC boat must hold either an RYA Radar qualification or have completed the SOYC radar familiarisation course.

9.3 Minimum Age

The minimum age for appointment as a club skipper is 18 years. All skippers must be full members of Speedbird Offshore Yacht Club

9.4 Checkout Skipper

- 9.4.1 The Board, on the recommendation of SOYCT Principal will appoint checkout skippers who will be experienced Club Offshore Skippers. Checkout Skippers are able to conduct internal SOYC functions, i.e. Skipper checkouts, IYS and Skill Bytes
- 9.4.2 Checkout Skippers must complete an in-House 'Train the Trainer' every 2 years to retain the 'Checkout Skipper' status. This will normally be carried out by the Chief Instructor but if he is unavailable The Sailing Director will organise a Yachtmaster instructor to facilitate this.
- 9.4.3 Checkout Skippers may have their status revoked at any time if their conduct falls below what would be expected of their status. This will be recommended by the Chief instructor and implemented by the Board.

9.5 Training Skipper

1. The Board will appoint an RYA Principal and a Yachtmaster Instructor qualified Chief Instructor to oversee club training and skipper appointments.
2. The Board, on the recommendation of the Principal and Chief Instructor, will appoint RYA Qualified Instructors and accepted Club Instructors as Club Trainers and Club assessors. RYA Instructors are encouraged to hold a current RYA Coaches Indemnity Insurance policy.
3. All training Skippers must complete a club in-House 'Train the Trainer' every 2 years to retain the 'Training Skipper' status. This will normally be carried out by the Chief Instructor, but if he is unavailable The Director of sailing will organise a Yachtmaster Instructor to facilitate this.
4. Training Skippers may have their status revoked at any time if their conduct falls below what would be expected of their status. This will be recommended by the Chief instructor and implemented by the Board.

9.6 How to Become a Club Skipper

1. Anyone wishing to become a club skipper must have the endorsement of two existing club skippers and complete the relevant Skipper Checkout form available on the website.
2. The checkout skipper must be satisfied that the candidate will be an asset to the club as a skipper, and can safely look after the crew (novice or experienced) and the boat, operating within the weather and area limitations for their certificate. **Consideration should be given to the Crew Resource Management capabilities of the candidate, how they utilise their crew, run the boat and communicate with the crew. As we are a club, the checkout skipper should be confident that the candidate will give other club members a good day out.** Candidates booking a

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checkout trip will be required to send complete copies of all the required RYA certificates to the Sailing Director and copied to the Chief Instructor at least two weeks before the date of the checkout, and must meet all the experience and qualification requirements on the checkout day. A physical check of the documentation must be completed by the checkout skipper on the day.

3. The checkout skipper will send their **full** checkout report with the completed Club Skipper application form to the Sailing Director who will forward it to the Board for consideration in promoting the candidate to Club Skipper status.
4. The format of a skipper checkout will be that of a normal day sail, but with a number of exercises included to allow the potential skipper to demonstrate the relevant competencies. A club skipper is expected to be able to perform the following functions, to the standards of the qualification that they hold:
 - Have a thorough knowledge of all the equipment on board, its location and operation. This includes, but is not limited to the storm jib, emergency tiller, and safety/lifesaving equipment. An appropriate understanding of the boat's systems and engine is also required.
 - Practical running maintenance, e.g. (but not limited to) refuelling, electrical knowledge (inc. bulb replacement, battery link etc.), and impeller replacement.
 - Demonstrate the ability to plan a Club sail, taking into account the weather, tides, crew strength and experience.
 - Give an appropriate safety briefing, with regard to the experience of the crew. This should take no more than thirty minutes.
 - Prepare the boat and crew for sea.
 - Slip and secure to alongside berths and buoys, and anchor, in a seamanlike manner making full use of the crew.
 - Demonstrate good boat handling skills under sail and power, including entering a berth ahead and astern. Sail in a manner that minimises unnecessary wear & tear on sails and rigging.
 - Complete pilotage into a well-known river or creek in the Solent area.
 - Make a secondary port calculation to a port chosen by the trainer, this may not necessarily be the one that is actually entered during the check out.
 - Reef and shake out reefs in the correct manner.
 - Carry out a man overboard drill with pick up under power.
 - Demonstrate general ability as a skipper, appropriate boat management skills, and encouragement of crew participation.
 - Have a very good understanding of the club rules and procedures, particularly those for on board documentation. This includes procedures for booking, payment of and accounting for sailing fees, temporary members, and new members, reporting incidents and accidents, insurance forms, cleaning, and dealing with sail repairs.
 - Have a good knowledge of the Sailing Orders.
5. Once appointed the new skipper must sail as skipper within 4 weeks of the appointment on a club boat to validate the sign off.

9.7 Maintaining Club Skipper Status

1. In order to maintain their status, a skipper must:
 - have sailed on a club boat as skipper on at least two separate occasions in the preceding 12 months i.e. cannot be part of same trip e.g. a week booked with skippers alternating days when skippering e.g. part of the cruise.
 - hold a valid First Aid Certificate, which has been updated within the preceding 3 years
 - have attended a club Improve Your Skills Course (IYS) within the preceding 2 years. Training skippers are exempt (see Training Skipper above).
 - comply with any special requirements imposed by the Incident Review Team (IRT)
2. The IYS validity period of 2 years will start at skipper checkout, and then run from the date of any subsequent IYS course. When an IYS is completed up to 3 months prior to the expiry of an existing 2-year period, validity will be from the expiry date of the previous period and not the course date.
3. Skipper status for those who have not sailed on a club boat as skipper on at least two separate occasions in the preceding 12 months will be suspended.
4. Skipper status for those whose IYS attendance or First Aid Certificate is out of date will be suspended
5. Skippers who do not comply with any special requirements imposed by the Incident Review Team (IRT) within a period of 12 months from the date of notification of such requirement, will cease to be club skippers.
6. The Board may withdraw or suspend skipper status at any time if due cause is shown.
7. It is the skipper's responsibility to ensure that they have actually skippered the yacht in accordance of Clause 1 above, and not rely on any information contained on the booking system. Failure to do so may result in further action taken by the management committee.
8. Expiry dates specified in this section may occasionally be extended for unforeseen circumstances at the discretion of the Sailing Director. Such an extension should be infrequent, all circumstances, and past sailing completed, will be taken into account when making this decision. The reason for the extension must be given in writing to the Sailing Director by the member concerned, who will inform the Board.

9.8 Regaining skipper status

- 1) Skippers who have been suspended due to IYS attendance or First Aid Certificate being out of date will be reinstated upon completion of the relevant course.
- 2) Skipper who have lost their skipper status because they failed to sail on a club boat as skipper on at least two occasions in the preceding 12 months can be revalidated by either:
 - a) Arrange a revalidation assessment through the Sailing Director OR
 - b) Attend an IYS course, but only if they
 - i) Have sailed as crew on two days on club boats in the past 12 months
 - AND ii) Have sailed as a skipper on a club boat in the past 12 months
- 3) Skippers subject to special requirements imposed by the IRT who have not complied within 12 months must meet those special requirements AND complete a skipper assessment in order to regain their status as a Club Skipper.
- 4) After regaining skipper status by reassessment or by IYS following recency or IRT compliance issues the skipper must skipper a trip on a club boat within 5 weeks of the date of the reassessment or IYS.
- 5) Skipper revalidation cannot be undertaken during an IYS course.

9.9 Club Bosun

SOYC Bosuns support the sailing programme by contributing to the maintenance of the clubs yachts to maintain the yachts MCA coded status and a safe, reliable operation.

Bosuns should ideally have the necessary skills to complete work that an owner would be expected to do on a boat to the manufacturers standard. Bosuns report to, and work under the direction of, the Chief Bosun who in turn reports to the committee through the Operations Director. Bosuns must adhere to the published Terms of Reference as issued and amended by the SOYC Management Committee from time to time. Refer to 9.9.2.. Bosuns and club members recruited to assist will be reimbursed at the committee rate for travelling expenses in pursuance of maintenance activity. Bosuns or SOYC members joining a maintenance trip must book on to the sailing programme as skipper or crew, this will not count towards maintaining skipper recency or days on board as crew.

9.9.1 How to become a Club Bosun

Bosuns will be nominated by the Chief Bosun and approved by the Board. Bosuns will be established club skippers who have demonstrated an ability to commit motivation, time and practical application to the maintenance and associated administrative work of the clubs yachts.

9.9.2 Terms of Reference for SOYC Bosun

- 1) Contribute to the Bosun team effort in covering the SOYC website Duty Bosun roster so as to provide a point of contact for club skippers who require to seek advice and to report technical problems with the yachts or their equipment on a seven day per week basis.
- 2) Manage the expenditure of club funds by use of the SOYC Bosun's credit card and to consult with and obtain **agreement of a Director** upon expenditure in excess of £250 for any one purchase.
- 3) Liaise with the SOYC Bookings Secretary and Sailing Director on matters of yacht unserviceability likely to affect the sailing programme. The Chief Bosun will supply a regular summary of maintenance activity and expenditure to SOYC Director of Operations.
- 4) Book yacht maintenance as maintenance trips on to the sailing programme whereby the Bosun making the booking is the skipper and to ensure that other Bosuns or members joining to assist in the maintenance work also book on as crew.
- 5) Ensure that at such time as the yacht has to be moved from a berth for fuelling, crane-out, testing, sea trials or for any other reason, that the Bosun in command becomes the sailing skipper. At the point of slipping the berth, the maintenance trip becomes a sailing trip and the relevant SOYC Sailing Orders apply except that no sailing fee will be payable and this cannot count towards skipper recency.
- 6) Liaise with the boat-yard and make bookings for but not limited to crane-out, jet-wash, annual inspections, re-launch and to prepare the yacht for the planned maintenance in accordance with the SOYC sailing programme and dates as advised by the Board.
- 7) Monitor the yachts defect reports and instigate rectification to prevent a combination of defects building up such as to possibly compromise the safety of vessel or crew. Maintain the yachts defects database on the SOYC website to show the current technical state of the yachts. To regularly make an appraisal of the yachts general condition and technical state; this may be done on a sea trial as part of the regular maintenance effort.

- 8) Contribute to the rectification of yachts defects in a timely manner to maintain a high standard of yachts serviceability and safety. In pursuance of this, Bosun's may carry out work such that a boat owner or skipper might reasonably do and as promulgated in the owner's manuals which does not require the use of special tooling or disturbance of gas installations, standing rigging or through hull fittings below water-line.
- 9) Liaise with and maintain a business-like contact with, but not limited to, the RYA, Surveyor, Marina, Harbour Authorities, MCA, Boatyard, Equipment suppliers and Service agents in the sourcing of advice, parts or services.
- 10) Arrange yacht survey for grant or renewal of MCA coding and assist in completing the annual coding renewal surveys. Assist in managing the MCA coding paperwork and in ensuring that the yachts certificates files carry valid and current certificates as required by MCA coding and maritime authorities and that the yachts display all relevant RYA, Harbour Authority and MCA posters and discs as required from time to time. Maintain the yachts certification database on the SOYC website to show the certificates renewal and expiry dates. Plan inspection and servicing to maintain certificates validity.
- 11) Route yacht's equipment including but not limited to lifejackets and life-rafts for annual inspection to maintain annual certification renewals and MCA coding or to arrange collection and delivery thereof.
- 12) Maintain the yachts' technical libraries and ships spares kits at an appropriate level to support equipment carried and planned sailing.
- 13) The Chief Bosun is will draw up an agenda for each specified planned maintenance day and select the appropriate number of his team to be in attendance. Such agenda and nominated helpers are to be reported to the Operations Director. Any people required for maintenance days will be entitled to mileage at the standard rate.
- 14) Sailing vouchers will be issued to the Bosuns in recognition of the support given to the club. The maximum allowed in any one year is 5 and the Chief Bosun will nominate to the Board the appropriate reward based on the support given throughout the previous year. - Such year to run from AGM to AGM. The allocation of vouchers will remain at the sole discretion of the Board.
- 15) The Chief Bosun will be responsible for the recruitment of, and development of new volunteers.
- 16) The Bosun Team shall maintain a maintenance schedule, displayed on the SOYC website, to control the yacht's maintenance activity and the periodic maintenance of Life-Appliances as required by the MCA MGN280 Code of Practice section 13.12.1.3. The maintenance schedule shall include a current list of suppliers, contractors and service agents.

10. SAILING LIMITATIONS

10.1 Areas & Conditions

No asset of the company shall leave the United Kingdom and its territorial waters other than as a result of an authorized booking made as part of the normal activities of the Company and recorded in the Company's booking system unless in an emergency or as a consequence of a Port of Refuge being sought.

If the intended destination is outside the United Kingdom's territorial waters it must be shown in the SOYC booking system at least 72 hours before the trip's intended departure time. If 72 hours notice cannot be given for the trip, the permission of the Commodore must be obtained before leaving UK territorial waters.

Club boats are insured for cruising within the following areas:

"Inland & Coastal Waters of the UK and Ireland extended to include the English Channel Brest & Elbe limits".

It is prohibited to leave the area specified above without the written permission of the Board and the insurers. The skipper must be in position of an original valid insurance schedule covering the area to which the boat will sail and it must be valid for the expected duration of the voyage. A copy of this insurance document must be lodged with the authorising director.

The skipper of a voyage outside UK territorial waters is responsible for compliance with the law of all states visited and of the UK on their return. This may include, but is not limited to, such laws governing Immigration (passports, visa, etc), Customs and Excise (importation of good, restricted goods, use of 'red diesel', animals, etc) and other procedures (advising the authorities of the vessel's arrival and departure, flying of courtesy and required signal flags, and the carriage of certificates for safety equipment such as life jackets, etc). The skipper is liable for the payment of any fines or costs incurred as a result of a failure to comply with such laws and will reimburse the SOYC for any lost sailing fees and repatriation costs that the club incurs.

Crew members on international trips must ensure that their travel documents are valid and adequate for such a trip and must comply with the laws in all states visited. Crew are also expected to assist the skipper with their responsibilities as specified above.

SOYC Ltd does not provide insurance for ill health, travel accidents or death. All persons travelling on a club boat outside UK territorial waters must carry adequate travel insurance and a European Health Insurance Card (EHIC).

Members are reminded that they are responsible for their own travel arrangements for any part of a trip not undertaken on a club vessel.

Further guidance for international trips is available from the RYA on their website:
<http://www.rya.org.uk/INFOADVICE/BOATINGABROAD/Pages/default.aspx>

Additionally, the sea areas and wind conditions under which Club boats are allowed to sail are determined by the status of the Club Skipper, whose name is shown on the online Booking System as being the skipper of the yacht on that passage. Skippers may not use the qualification of another skipper sailing as crew to extend their area or weather limits

10.1.1 Sailing Area

| SAILING AREA | | | | |
|---------------------|------------------|---------------------------------------|--|--|
| Club Skipper status | AREA 1 Solent | AREA 2 Anvil Point to Selsey Bill* | AREA 3 Up to 20 miles from a safe haven | AREA 4 Up to 60 miles from a safe haven |
| Day Skipper | YES | NO | NO | NO |
| DSP | YES | YES ¹ | NO | NO |
| YM Coastal | YES | YES | YES | NO |
| YM Offshore/ Ocean | YES | YES | YES | YES |

AREA 1 - SOLENT

Eastern Boundary: between Horse Sand Fort and No Mans Land Fort, extending to the north along the adjacent submerged barrier to Southsea Beach and south-west to the Isle of Wight at Seaview.

Western Boundary: is a line that runs from the western extremity of Yarmouth Harbour, via the mooring buoy area to the north-west of its entrance, to the southern-most point of Hurst Castle.

AREA 2 – Anvil Point to Selsey Bill

West of a line that extends south from Selsey Bill, East of a line that extends south from Anvil Point, North of a line that extends from St. Catherine's Point to Anvil Point to Selsey Bill. Sailing around the Isle of Wight is not permitted a DSP must be signed off for each area.

AREA 3 – Up to 20 miles from a Safe Haven

AREA 4 – Up to 60 miles from a Safe Haven

10.1.2 Sailing Conditions

| | NIGHT SAILING Sunset to sunrise | WIND SPEED | | |
|-----------|------------------------------------|----------------------------------|----------------------------------|---------------------|
| | | Up to and incl. F5 (21kts) | Up to and Incl. F6 (27kts) | Over F6 (28+kts) |
| DAY & DSP | NO | YES ¹ | NO | NO |
| YMC | YES | YES ¹ | YES ₂ | NO |
| YMO | YES | YES ¹ | YES ₂ | YES ₂ |

Note 1:

The forecast wind speed should be assessed from www.windfinder.com, using Calshot as the reference location. Due consideration should be given to the forecast wind gust speeds in terms of crew competence and comfort. If in doubt over whether to continue with a trip contact the Commodore or Sailing Director to discuss the conditions.

Note 2:

Careful thought should be given before undertaking passages in winds of Force 6 and above. Particular consideration should be given to crew strength and experience, likely sea state, suitability of vessel & equipment, and lee shore dangers.

When wind is forecast or evident to be Over F6 **all** skippers should remain within the Day Skipper area for sailing (See Section 15.1 SOLAS V)

However if a skipper is already away from base, outside of the Solent Day skipper area and the conditions have become such as in Note 2 above, then the skipper should seek advice from the Commodore, Sailing Director or their nominated deputy before commencing the passage. If no contact can be made then the skipper should **NOT** leave the port of safe haven.

NO club Skipper should plan passages which venture outside the Club Day Skipper Area when these conditions in note 2 are expected forecast or become evident if they and/or their crews have limited experience of heavy weather sailing in open water. (See note on advance booking)

10.2 Club Cruises

Skipper sailing area and weather limits for cruises and other detachments away from base will be published with the cruise notification.

10.3 Commercial Trips

All RYA training given by the club must be given by RYA Instructors with a valid commercial endorsement and the boat operated as a Commercial Vessel complying with limits stated in the vessel's SCV2. Other Commercial trips must be authorised in writing by the Sailing Director, Operations Director or Commodore.

11. ACCIDENT & INCIDENT REPORTING

NOTE: Under no circumstances must liability be admitted both verbally and in writing, this may prejudice any insurance claim.

11.1 Incident Definition

An incident is any event that has, or potentially could have:

1. Hazarded a club member, boat, other person or property
2. An event that had the potential to develop into a hazardous or critical incident.
3. Any grounding is considered to be a potentially critical incident, and is to be reported.
4. Any distress call put out, be it a Pan Pan or May Day.
5. Any incident or occurrence which initiated a call to the Coast Guard even if later cancelled.

A serious accident is:

1. A fatality.
2. A serious injury/illness requiring evacuation and/or hospitalisation. Loss of consciousness.
3. Loss or abandonment of yacht.
4. Serious disabling of the yacht, requiring her to be taken out of service for more than 24 hours.
5. Man overboard

11.2 Reporting

1. The reporting of all incidents listed in 11.1 and Appendix 2 are mandatory for all Skippers and crew if there is any thought as to whether an incident report should be submitted, then this action should be taken. The Board encourage reporting of incidents and have a no blame culture/policy providing the incident was not caused by recklessness or the deliberate breaking of the Company's rules. If a Safety issue occurs defined within 11.1 or Appendix 2 and is not reported the Board may consider disciplinary action.
2. If in doubt whether a Chirps or Incident report should be filed, always file an incident report.
3. Skippers must report incidents to the Operations director/Commodore by telephone in the first instance once the boat is safe. If they are not available any of the Board can be contacted. The Incident forms are held on board and are to be completed on the day and submitted to the person contacted and the Commodore. The form is also available on the website.
4. Any club member in addition to the skipper must also report an incident or event that may have a bearing on Safety This may be reported by using an incident form or the CHIRP¹ Reporting System available via the online Booking System.
5. If an incident is deemed by the Operations Director to have had the potential to have caused a serious incident then it must be reported to the Board to decide if a an Incident Review Team needs to be appointed to investigate it.

Note1 The aim of CHIRP (Confidential Human Incident Reporting Procedure) is to contribute to the enhancement of safety and provide a totally independent confidential (not anonymous) reporting system for crew members to highlight concerns to the Board which could have safety implications.

Serious Accidents

1. The Operations director will arrange reporting of serious accidents to the Marine Accident Investigation Branch (MAIB) and the RYA.
2. In the absence of the Operations director the Commodore will make these arrangements.
3. Contact details for the MAIB and RYA are in s13.2.
4. If an incident involves injury or damage, an insurance claim form must also be raised. Please refer to the Finance director.
5. If the incident occurred during an RYA training course the Principal and Chief Instructor of SOYC Training should be advised

12. INCIDENT REVIEWS

12.1 Incident Review Team

1. These are instigated by the Board on the recommendation of the Operations Director if it is felt that an Incident warrants further investigation as to the cause.
2. The Incident Review Team (IRT) will be comprise of between 2 and 4 members and one of these will be the Operations director.
3. The Commodore will appoint a chairman from the team.

12.2 Referral to IRT

1. The Operations Director will refer incidents to the IRT when appropriate and prepare details of the incident for the team. Any details from a CHIRP report will be de-personalised and a synopsis prepared in order to maintain confidentiality. The contents or origin of CHIRP reports will not be released.
2. If an incident may have involved the actions or omissions of a skipper, he/she will not sail as a club skipper until the Board has reviewed the IRT report.
3. If an incident is not referred to the IRT a report is to be prepared for the next meeting of the management committee.
4. There should be no other release of incident details and matters being looked at by the IRT should be treated as if 'sub judice'.
5. The Operations Director will identify two Board members to form an appeal panel, should one become necessary.

12.3 How the IRT Operates

1. The IRT will conduct an exercise to establish all the factors pertinent to an incident that has been referred to the Team. These factors will include but are not limited to:
 - a. Sailing Orders and Procedures
 - b. Skipper/Crew experience/qualifications
 - c. Training
 - d. Suitability and use of Equipment
 - e. Boat Handling
 - f. Passage and Pilotage Plans
 - g. Weather
2. The IRT may use any appropriate means to gather relevant information, and will in all cases ask skippers, crews or witnesses to complete an incident report form. Where necessary this will be followed-up by telephone, email or meeting in order to clarify any matters arising. The team will also make use of other information or documentation e.g. weather reports/forecasts, ships log or electronic records from chart plotters etc.
3. Only the IRT are to make enquiries of, or frame questions to, members involved.
4. They will issue a comprehensive report detailing the circumstances surrounding the incident including a de-personalised précis of any statements made by those involved or witnesses to the event.

5. The Operations Director together with two other Board members will review this report. They will decide on appropriate action to be taken if deficiencies in procedures, equipment, training, decision-making or the actions of individuals have been identified. These may include:
 - a. Recommending changes to Sailing Orders, and Procedures
 - b. Recommending changes to equipment, or its use
 - c. Recommending changes to/additional training courses
 - d. Requiring skippers or crew to take additional training
 - e. Downgrading skipper level, suspension or removal of skipper rights
 - f. Any other action deemed appropriate
 - g. Issue of a Safety Notice to all members.
6. The recommendations are binding on all and will be circulated, together with the IRT report, to the Commodore and Board for action.

12.4 Appeals

Any member subject to action following the review procedure may appeal. Two experienced members of the Board, who have not been involved in any aspect of the incident or its investigation, will hear such appeals. Decisions of the appeal panel are final.

12.5 Timescale

If a report cannot be produced within 8 weeks of an incident, an interim report will be prepared detailing the reasons for delay.

13. DEALING WITH A MAJOR INCIDENT

13.1 General

This appendix gives:

1. Contact details for the Marine Accident Investigation Branch (MAIB) and the Royal Yachting Association (RYA).
2. Guidance in the aftermath of a major accident where there is press involvement or a report is required to the MAIB.

13.2 MAIB Contact Details

Marine Accident Investigation Branch
First Floor
Carlton House
Carlton Place
Southampton SO15 2DZ

24 hour Emergency Accident Reporting Line: 023 8023 2527
General Enquiries: 023 80395500
Email: maib.detr@gtnet.gov.uk

RYA Training (023 8060 4180)

13.3 Initial Actions

The first priority will be the safety and well being of all those involved, but it will then be necessary to deal with the authorities and the press. Consider the following:

- Appoint an incident co-ordinator. This, for example, could be the skipper or a Board member.
- Remove the crew and key witnesses to a secluded place away from the press.
- If possible, arrange contact with relatives or next of kin.
- Take statements from competent witnesses.
- Produce a written statement that can be issued. This should be short, announcing with regret an incident, stating where and when. Express sympathy if appropriate. Include the following in the statement, 'A full statement will be issued at 'ZZ' PM tomorrow.' (This gives time to collate information.)
- Don't hold a press conference.
- Decide who will speak to the press.
- Don't allow well meaning but ill informed members to make public comments.
- Keep a record of whom you have spoken to, who has contacted you etc.
- Inform RYA Training (023 8060 4180) who can assist with compiling a statement to the press.
- If the rescue services have been involved the press will have probably obtained some information from them.
- If there has been a fatality the police should be contacted. They will usually inform the next of kin. Do not publicise the name of the casualty until you know this has been done, even if the press appear to know who it is.

- Inform the Marine Accident Investigation Branch (MAIB) within 24 hours. You can do this by phone 023 8023 2527. They will respond within 28 days and advise whether they intend to investigate.
- Keep any relevant equipment e.g. Lifejackets, logbooks etc
- Major accidents are very rare, but if unfortunate enough to be involved in one it helps if paperwork is up to date, e.g. contact numbers for the next of kin, and skippers and crews have complied with Sailing Orders and the Club Safety Policy.

13.4 Information Needed In Reports

The following information should be included in a report to the MAIB:

- Name of vessel, Code of Practice number.
- Name and address of Skipper and the Club.
- Where bound from and to.
- Name of port of registry or flag of any other vessel involved.
- Sequence of events leading to the incident
- Brief detail of incident:
 - Type (e.g. collision, fire, man overboard, serious injury)
 - Date, time, position of vessel
 - Weather conditions
 - Outcome of incident:
 - Number of persons killed or injured with brief details, (but it is not necessary to give names)
 - Extent of damage
 - Whether incident caused pollution or hazard to navigation
 - Conclusions of on-board investigations:
 - Cause
 - How a future similar accident might be avoided
 - What action has been taken or recommended
- The report should be signed by the skipper or Commodore (or deputy).

14. SAILABILITY INITIATIVE

14.1 What is Sailability?

RYA Sailability offers people who think they can't even get on a boat – let alone sail one - the chance to achieve the self reliance that sailing can bring and feel the exhilaration of being on the water. SOYC supports the Sailability Initiative by offering sailing to Sailability groups on our yachts.

14.2 General

In addition to the normal regulations as stated in these Sailing Orders the following conditions also apply.

14.3 Crew Levels

| | |
|------------------------------------|---|
| Min crew complement onboard | 2 club skippers 1 experienced crew 1 Sailability Helper per Sailability Member (see note 2) |
|------------------------------------|---|

Notes:

1. The crew member(s) will be expected to help with the Sailability Member when not needed for the operation of the boat.
2. If there are 2 Sailability Members and both are able to descend into the saloon cabin, then 1 Sailability Helper is sufficient. This will depend upon the risk assessments of the individual clients.
3. If Sailability Members are aged between 16-18 a parent or guardian must accompany the Sailability Member and become one of the helpers.

14.4 Sailing Area Limits

1. The normal Club Day Skipper limits apply, excluding Extended Day Skipper limits.
2. Conditions and the capability of the crew are to be carefully reviewed with a forecast wind of force 4 with no more than a slight-moderate sea.
3. Sailability Members will not be taken out if thunderstorms are forecast for the sailing area or if icing / snow might be expected on the boat or pontoons.

14.5 Safety & Risk Assessments

1. Refuelling will not take place with Sailability Members onboard.
2. Individual risk assessments will have been undertaken by the sourced Sailability group e.g. Burghfield.
3. Sailability group helpers must sail for a day on the club boat prior to activity day to enable them to assess the suitability of their Sailability Member and to understand the club limitations of the clubs facilities.
4. The Skipper will obtain a briefing from the helper to the extent of the Sailability Member mobility problem.
5. If a Sailability Member is in need of their wheelchair to reach the boat on the pontoon then 2 helpers must accompany the wheelchair the client must not be strapped in and must be wearing a life jacket. This is line with MDL's recommendations.

6. Lifejackets will be worn at all times, and Sailability Members will be clipped on when conditions deem necessary. ¹

14.6 Sailing Fees

Normal club member rates will apply to all on board.

15. Terms of Reference

15.1 Solas V

15.1.1 Voyage Planning

Regulation V/34 'Safe Navigation and avoidance of dangerous situations', is a new regulation. It concerns prior-planning for your boating trip, more commonly known as voyage or passage planning.

Voyage planning is basically common sense. As a pleasure boat user, you should particularly take into account the following points when planning a boating trip:

- weather: before you go boating, check the weather forecast and get regular updates if you are planning to be out for any length of time.
- tides: check the tidal predictions for your trip and ensure that they fit with what you are planning to do.
- limitations of the vessel: consider whether your boat is up to the proposed trip and that you have sufficient safety equipment and stores with you.
- crew: take into account the experience and physical ability of your crew. Crews suffering from cold, tiredness and seasickness won't be able to do their job properly and could even result in an overburdened skipper.
- navigational dangers: make sure you are familiar with any navigational dangers you may encounter during your boating trip. This generally means checking an up to date chart and a current pilot book or almanac.
- contingency plan: always have a contingency plan should anything go wrong. Before you go, consider bolt holes and places where you can take refuge should conditions deteriorate or if you suffer an incident or injury. Bear in mind that your GPS set is vulnerable and could fail at the most inconvenient time. It is sensible and good practice to make sure you are not over-reliant on your GPS set and that you can navigate yourself to safety without it should it fail you.
- information ashore: make sure that someone ashore knows your plans and knows what to do should they become concerned for your well being. The Coastguard Voluntary Safety Identification Scheme (commonly known as CG66) is also free and easy to join. The scheme aims to help the Coastguard to help you quickly should you get into trouble while boating. It could save your life.

15.1.2 Radar Reflectors

This is a standard piece of equipment on club boats

15.1.3 Life Saving Signals

Regulation V/29 requires you to have access to an illustrated table of the recognised life saving signals, so that you can communicate with the search and rescue services or other boats if you get into trouble. You can get a free copy of this table in a leaflet produced by the MCA. You can also find it in various nautical publications. If your boat is not suitable for carrying a copy of the table on board (because it's small or very exposed), make sure you've studied the table before you go boating.

¹

15.1.4 Assistance to other Craft

Regulations V/31, V/32 and V/33 require you:

- to let the Coastguard and any other vessels in the vicinity know if you encounter anything that could cause a serious hazard to navigation, if it has not already been reported. You can do this by calling the Coastguard on VHF, if you have it on board, or by telephoning them at the earliest opportunity. The Coastguard will then warn other vessels in the area.
- to respond to any distress signal that you see or hear and help anyone or any boat in distress as best you can.

15.1.5 Misuse of Distress Signals

Regulation V/35 prohibits misuse of any distress signals. These are critical to safety at sea and by misusing them you could put your or someone else's life at risk.

15.2 Marine Accident Investigation Branch (MAIB)

The MAIB examines and investigates all types of marine accidents to or on board UK ships worldwide, and other ships in UK territorial waters. The sole objective of MAIB accident investigations is to determine the circumstances and causes of the accident with a view to preserve life and avoid accidents in the future, not to apportion blame or liability. Web link: www.maib.gov.uk/home/index.cfm

APPENDIX 1

16. Conduct of Directors and Sub-Committee Members

16.1 Preamble:

The following Code of Conduct has been established by SOYC to enable appointed officers and elected representatives to effectively carry out their responsibilities.

16.2 Its purpose is to ensure compliance with

- Good management practice in decision-making
- Government regulation with regard to dignity at work, abuse of position, and racial and sexual harassment.

It will assist in ensuring that no-one, either elected or appointed, conducts themselves in a way that risks legal action being brought either against themselves or SOYC.

16.3 Code of Conduct

This Code of Conduct applies to anyone elected or appointed to a committee, sub-committee Of SOYC. Accordingly any such person must: -

- Endeavour to act in all respects as role models for members and always try to put the best interest of their Club first
- Declare a vested interest with regard to commercial contracts
- Comply with the rules of the Club and not seek to gain an unfair advantage or exception to the rules because of their position
- Accept the right of members to be treated with dignity and respect. Club members have the right not to be threatened, abused or harassed and all committee members are expected to behave as role models in these areas.
- Discourage malicious statements, allegations or insinuations against any person connected with their club, which might undermine that person's authority or affect their reputation.
- Treat all members and committee members with equal respect and never engage in racial or sexual harassment or abuse, discrimination or harassment by reason of age or disability either generally within the club or in meetings that they attend.
- Understand and respect the confidentiality of performance and club member issues. Where these become an issue, they will be discussed at committee meetings or taken up directly, as appropriate, with the Commodore or relevant Director.

Elected representatives

- Any representative who observes, or is made aware of, conduct by members which is thought to be detrimental to SOYC should bring the matter to the attention of the Commodore as soon as possible who will inform the elected committee.

16.4 Complaints

Any complaint against a club member whatever their role should be addressed in writing to at least one of the Board in the first instance.

The complaint will then be presented at the next Board Meeting to be dealt with accordingly.

16.5 Grievance and Disciplinary Process

With regard to improper conduct that may lead to disciplinary procedures including suspension or expulsion, all elected individuals remain subject to the rules of SOYC Ltd. In the event that a matter cannot be satisfactorily resolved through the relevant club or company procedures, the final appeal will be heard by the Commodore of SOYC Limited.

17. Code of Conduct for Members of SOYC Ltd

A person accepts responsibility by becoming a member of Speedbird Offshore Yacht Club and agrees to the consequences of any breach of the code of conduct. These may include: -

- Suspension or termination from the club
- And/or legal proceedings – civil or criminal for conduct unlawful under English Law.

17.1 Key Principles

Membership of Speedbird Offshore Yacht Club is a privilege that must be safeguarded by the following principles:

Speedbird Offshore Yacht Club seeks to operate in an environment where people show respect for others and their property. Respect is defined as consideration for the well being of another's body, emotions and possessions, to ensure no damage or deprivation is caused to any of them.

Speedbird Offshore Yacht Club seeks to operate in an environment, which is free from harassment. Harassment is defined as any action directed at an individual or group, which creates a hostile, intimidating or offensive environment.

Speedbird Offshore Yacht Club seeks to operate in a non-discriminatory environment. By this it is meant that where everyone has an equal opportunity and receives a fair go in accordance with the law as well as the Club Rules, Bye-Laws, procedures and guidelines.

17.2 Unsuitable Behaviour

1. Not knowingly discriminate against, abuse, harass, ridicule or embarrass anyone covered by this Code of Conduct.
2. Be fair, considerate and honest in all dealings with others.
3. Treat all persons with respect, dignity and properly regard their rights and obligations.
4. Respect the privacy of other persons.
5. Refrain from any form of victimisation towards others.
6. Must not use offensive language to any member, visitor attending Speedbird Offshore Yacht Club or any of their events.
7. Excessive use of alcohol, acting in a way that becomes a public nuisance or creates a public disturbance is prohibited.
8. Liquor Licensing Laws will be followed at all times.
9. Persons under the age of eighteen shall not be permitted to be served or receive alcohol.
10. A member will obey lawful directions from a club skipper whilst on board any club vessel.
11. A member will take responsibility for their guests at all times.
12. A member shall not represent the club in any dealings, unless authorised by the club.
13. A member shall not tarnish the reputation of the club, officers, Directors, committees, employees, management or bring it into disrepute.
14. A member must not purport to represent the club without the prior permission of the Board.
15. All statements made, or use of the club's assets, for commercial purposes must have the prior agreement of the board.
16. The use or encouragement of illegal drugs within the premises of Speedbird Offshore Yacht Club is prohibited.
17. Assault, or acting with aggression toward any other person is prohibited.

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18. No member or guest shall expose themselves in public, including urinating off the side of a club vessel.

The Club intends to set the highest standards of excellence by displaying values of:

- Equality – demonstrate awareness of individual rights, opinions and beliefs.
- Demonstrate reliability and be a dependable Club member in all aspects of the club's environment.
- Respect and courtesy must be shown at all times to all Club officials, members and patrons.
- No prejudicial behaviour is to occur.
- Display maturity and demonstrate acceptable social behaviour while at the club or attending any of the club's events.
- Abide by the rules of the Constitution and the Bye-Laws.
- Be mindful of your actions in relation to individual safety and safety of all others involved in the club.
- Conduct themselves in a proper manner to the complete satisfaction of Speedbird Offshore Yacht Club and its members, so as not to bring themselves into public disrepute or censure.
- Not disclose to any unauthorised person or organisation information that is of a confidential or privileged nature concerning Speedbird Offshore Yacht Club or its members.
- Not promote, or pass on, exchange or publish information whereby that information may be of a confidential, offensive, scandalous, unsubstantiated or derisive type;
- Understand the possible consequences of breaching Speedbird Offshore Yacht Club's rules and regulations.

17.3 Children

Parent and guardians at all times shall be responsible for the behaviour of their children on board club boats whether owned or chartered by it. This also includes, marina premises used by club boats and members. Parents and guardians of children whose behaviour is socially unacceptable shall be requested to remove them.

17.4 Compliance

Any alleged breaches of the above principles are to be reported to the Commodore for action. The elected Board will determine if there has been a breach and may warn or initiate disciplinary action against the relevant member. Any disciplinary action under the Charter will be in accordance with the Constitution and laws applying to the club. The Commodore may temporarily suspend or remove skipper/ crew rights of a member whilst an investigation is underway. See also 9.7.6

This code is to be read in conjunction with the Articles, Rules, Constitution and Sailing Orders of the club.

You are reminded that the purpose of this Code is to provide you with an enjoyable and safe environment, where you are able to enjoy being a member of Speedbird Offshore Yacht Club.

17.5 Wilful Damage

In the event of damage or loss being caused by a skipper or crew, whether the result of wilful damage, gross misconduct or negligence, being under the influence of alcohol or drugs, not obeying these Sailing Orders (or any amendments thereof) or the yacht being impounded by the authorities, the responsible skipper and crew members shall be personally liable for the full cost of repair or replacement. Adults shall at all times be responsible for minors in their charge

APPENDIX 2

18.1 List of Reportable Incidents that require the submission of an Incident Report:

- Defects which adversely affect the crew's ability to handle the boat
- Failures of battery or its charging system
- Fire, smoke, fumes or the activation of the boat's exhaust overheat warning system, gas or smoke alarms. The activation of the smoke alarm need not be reported if it was the result of overenthusiastic cooking whilst a crew member was present in the galley.
- Engine degraded or failed
- Loss or damage to the propeller or the transmission system (including abnormal vibration)
- Oil or fuel leaks unless the leakage was minimal and could be cleared up safely using onboard equipment. If a risk of fire existed the incident must always be reported.
- Damage to the boat including equipment, rigging and sails
- Damage to other people, vessels or objects
- Water ingress into cabin or bilge area including but not limited to pipe bursts, seacock damage, the boat being overwhelmed by sea water or sinking
- Vessel underway in wind conditions outside the Club Skipper's limits and Day Skippers underway between sunset (+30minutes) and sunrise (-30mins) as defined in Reed's Almanac
- Grounding- however gentle
- Enter a danger area, exclusion area or prohibited area without permission.
- If cautioned or questioned by a harbour master, pilot vessel or range controller their details must be included and details of event.
- Evacuation of the boat
- Accidental Gybe without a preventer fitted.
- Unintentional entry into the water by any crew or skipper from the time of entering Mercury Marina at the start of a trip to leaving Mercury Marina at the end of the trip
- Safety equipment or procedures are defective or inadequate
- Deficiencies in an operating procedure, manual or chart
- A Pan or Mayday declared (excluding relays)
- The use of any emergency procedure or equipment to deal with a situation (excluding when used for a simulated emergency- eg MOB)
- The use of any first aid equipment (*)

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- Any medical injury or incident (*)
- Food poisoning
- Any incident that is unlawful conducted by the crew or against the crew or boat (eg smuggling of goods or people, hijack, arson, assault, theft, etc)
- Whenever the boat or crew are used to assist the emergency services in an incident, or another boat in distress.
- Any event where safety standards are significantly reduced

(*) Unless of a minor nature and the details are recorded in the boat's Accident Book