

**AGREEMENT FOR THE USE
OF THE ROYAL HONG KONG YACHT CLUB'S
SAILING FACILITIES AT MIDDLE ISLAND BY SCHOOL GROUPS
2018 - 2019 School Year**

This Agreement is made on the 29/06/2018,

BETWEEN

The Royal Hong Kong Yacht Club of Kellett Island
Hong Kong (the Club)

AND

South Island School
Hong Kong (the School)

1. AGREEMENT AND TERMS

- 1.1 The Club agrees to provide sail training at Middle Island (the Club's Facilities) to a group of students/teachers from the School, subject to the conditions set out below, from 1st September 2018 until Friday 28 June 2019, at which time the Agreement shall terminate.
- 1.2 The Agreement may be terminated at any time, by either party, by giving one month's written notice. The Club reserves the right to terminate this Agreement immediately in cases of serious misconduct, or whatever in the Opinion of the Club's Management. Such termination does not release the School from its liability to pay any amounts that may be due in respect of Club facilities usage up to the date of termination.
- 1.3 This Agreement supersedes any previous agreement between the School and the Club relating to the use of the Club Facilities.

2. SUPERVISORS

- 2.1 The School shall, at all times whilst utilising the Facilities, set out in Section 5, provide responsible and competent supervision by way of Supervisors (the Supervisors) for the purpose of ensuring that the terms of this Agreement are observed. The Supervisors are set out in **Schedule 1**.
- 2.2 The School shall when nominating the Supervisors describe their relevant qualifications (if any). The Club shall, in its absolute discretion, have the right to accept or reject any of the nominated Supervisors.
- 2.3 Supervisors will be responsible for dismissing students from Middle Island at the end of each session.

- 2.4 Supervisors will be responsible for collecting valuables from students at the beginning of the session and locking them in a locker provided by the club.

3. STUDENT SAILORS

- 3.1 The Club and the School shall agree on the actual dates and number of students to be included in each course in advance and this will be used as the basis for charging all sessions on the agreed dates. The Club will keep a record of the actual number of Student Sailors attending each session for reference. The maximum number of Student Sailors that may be included in any one session shall be 30 including a maximum of 18 beginners. In compliance with HKSF recommendations the Instructor / Student ratio for HKSF Levels 1&2 (or equivalent) shall not exceed 1:6 and for HKSF Level 3 (or equivalent) 1:9. The minimum age for all students taking part in the sailing activities is 6 years of age.

4. AUTHORISED USERS

- 4.1 The Supervisors and Student Sailors referred to in Sections 2, and 3 shall be deemed to be Authorised Users.

5. INSTRUCTORS

- 5.1 The Club will provide qualified Sailing Instructors to run the sessions. RHKYC Middle Island is a Hong Kong Sailing Federation (HKSF) Recognised Teaching centre.
- 5.2 All instructors will hold valid SCRC certificates.

6. FACILITIES

- 6.1 An Authorised User may use the following Club facilities:
- (a) the ferry service to and from Middle Island.
 - (b) the changing rooms
 - (c) the food and beverage facilities (when open), but only for the purchase of food and non-alcoholic drinks. Such purchases can be made by requesting a student card from the Sailing Office and using their personal Octopus Card for payment from the Upper Bar at Middle Island. This needs to be arranged in advance.
- 6.2 Use of the facilities in Section 5.1 (c) may be suspended or withdrawn at any time by the Club management in its absolute discretion.
- 6.3 It shall be the sole responsibility, of the Supervisors to bring the provisions of Sections 5.1(a), (b) and(c) to the attention of other Authorised Users.

7. TIMES & SESSIONS

- 7.1 The School may use the Club only as set out in **Schedule 3**.
- 7.2 The duration of each session is as set out in **Schedule 3A & 3B**. Each session is a maximum of 3 hours.
- 7.3 The Club and School shall agree the dates of the sessions at least four weeks prior to the first session.
- 7.4 To cancel any Session, two weeks prior notice must be given in writing to the Club's Middle Island Sailing Manager. However, in the event of bad weather when the Typhoon Signal 3 or higher, or Red/Black Rainstorm signal is in force at least two hours before the start of the session it will be cancelled. In case of other poor

weather conditions on the water activities may be limited or only onshore sessions will be organised, at the total discretion of the Club.

- 7.5 If the pollution levels or outside temperature exceed school policy for students participating in outside activities then the session may be cancelled up until 12pm on the day of the session by phoning the Middle Island Sailing Manager or the Middle Island Centre Manager.
- 7.6 The School may arrive at Middle Island a quarter of an hour before the session(s) and leave a quarter of an hour after the session(s) as indicated in **Schedule 3**.
- 7.7 The Supervisor is responsible for dismissing students at the end of each session.
- 7.8 An Authorised User may only go to Middle Island and use the facilities outside the times set out in **Schedule 3** with the express permission of the Club's Middle Island Sailing Manager or Marine Supervisor.

8. INVOICES

- 8.1 Invoices covering the Charges will be issued at the end of each month where Sailing activity has been held in the Club.
- 8.2 All charges will be levied in accordance with Section 6.

9. SAILING

- 9.1 Charges will be levied for dates and sessions as shown in **Schedule 3A & 3B**. charges are as outlined in **Schedule 2**
- 9.2 Fees will be charged based on the number of students confirmed at the beginning of each term and after that date one month's notice is regarded to change numbers.
- 9.3 Billing is based on multiples of 6 students.

10. SAFETY, SWIMMING

- 10.1 The School shall ensure that any Authorised User is capable of swimming a minimum of 50 metres with a lifejacket on.

11. PUPILS WITH SPECIAL NEEDS

- 11.1 The Club is keen to embrace the participation of all pupils who are keen to sail and will make every effort to ensure that such pupils, whatever their needs, enjoy learning to sail in a safe environment.

If any pupil attending sailing has special needs, this should be discussed with the Middle Island Sailing Centre Manager prior to the pupil participating in a sailing session and identified on the Indemnity Form (See **Schedule 4**)

If any pupil attending a sailing session has special needs such that additional support is required for any part of the sailing session, the school agrees to fund the

required additional support.

Additional support may be in the form of additional personnel, extra or specialized equipment or coaching time.

Any additional funding required of the school will be discussed with school staff and approved before the additional support is deployed.

It may be that during the course of a session it is identified that a pupil has special needs which are specific to sailing activities, but which had not been previously identified. These will be brought to the attention of the school staff by the senior sailing staff as soon as they are identified.

12. INJURY, DAMAGE OR LOSS

- 12.1 The Club shall not be liable for any injury or loss caused to or suffered by an authorized user whilst at Middle Island unless the injury or loss is caused by or arises from the negligent act, error or omission of the Club or its employees, agents or sub-contractors of the Club. The School hereby agrees to indemnify the Club, including all legal costs, against any claim for such injury or loss due to the negligent act, error or omission of the School or its employees, agents or sub-contractors of the School for which the School is legally liable.
- 12.2 The School shall bear the costs of repair or replacement of any Club equipment damaged or lost except when attributed to fair wear and tear. It shall be the responsibility of the Authorised Users to report any damage or loss to a member of the Club staff at Middle Island immediately after its occurrence and to submit a written report to the Middle Island Sailing Manager within 48 hours of the occurrence.
- 12.3 The School shall ensure that no student is allowed out on the water prior to their signed Indemnity form being received by the RHKYC. **See Schedule 4**
- 12.4 The Club shall give the school supervisor a male and female locker key at the beginning of each session. The school supervisor is responsible for ensuring that students have put their valuables in this locker before the start of each session and got them back at the end of each session. The club will not take responsibility for loss or theft of students valuables kept in the changing room during sessions.

Signed
General Manager
RHKYC _____

Signed
Principal
School _____

Signed
General Committee Member
RHKYC _____

_____ School

SCHEDULES

SCHEDULE 1

SUPERVISORS

Please include details of all supervisors below:

<u>NAME</u>	<u>CONTACT #'S</u>	<u>QUALIFICATIONS</u>
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SCHEDULE 2

CHARGES

SAILING CHARGES

Charges are based on groups of 6 sailors. (ie you can have multiples of 6 students, if our resources allow). Please contact the Middle Island Sailing Manager to confirm final costs. Billing is arranged on a monthly basis depending on the number of students who sign up at the beginning of each term. After this time at least one month's notice shall be provided to change the number of groups in the session.

Students wishing to receive HKSF Certificates and log books will not be charged anything extra however any replacement log books or certificates will be charged \$100 each.

This means that for beginner dinghy courses:

5-6 Sailors = \$1,800/session (6 x \$300)
7-12 Sailors = \$3,600/session (12 x \$300)
13-18 Sailors = \$5,400/session (18 x \$300)

Schedule 3A

2018-2019

DAY	SESSION 1 9am – Noon	SESSION 2 11:00pm – 2:00pm	SESSION 3 3:30pm - 6:00pm
Monday- Sailing			South Island School
- Rowing			South Island School
Tuesday - Sailing			
- Rowing			
Wednesday - Sailing			South Island School
- Rowing			South Island School
Thursday- Sailing			
- Rowing			
Friday - Sailing			
- Rowing			

Schedule 3B 2018-2019 School Calendar

- Please circle all required dates

September 2018						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

KEY:
Public holidays /
Other non Available dates



Schedule 4: Royal Hong Kong Yacht Club Indemnity Form

1 September 2018 to 28 June 2019

Name of School	Student's Name
Date of Birth	Height
Sailing experience:	
Address	
Tel (home)	Tel (mobile)
E-mail:	

Parent / Guardian / Contact person in case of emergency	
Name	Contact Number

INDEMNITY FORM

I, _____ am the parent/guardian of _____ and consent to him/her participating in this course.

I declare that the above student can swim for at least 50 meters and does not suffer from any illness that renders him/her unfit for this activity.

I am aware that the Royal Hong Kong Yacht Club ("RHKYC") strongly recommends that all students wear a helmet and RHKYC will not be responsible for any accident or injury should the above student choose not to wear one. I do/do not * permit the above student to participate without wearing a helmet.

- Please delete as applicable

I agree that if the above student suffers damage, death or personal injury as a result of him/her participating in this programme I shall not hold the RHKYC or the Course Instructors liable for such damage, death or personal injury and I make this agreement in the full knowledge of the risks inherent in these activities.

>Medical:

I do / Do Not* have any medical conditions/ allergies/disabilities. Please specify

Please give details of any medical conditions/ allergies/disabilities:

Please give detail of any medication the above student is receiving for any condition:

It is your responsibility to make known any potential medical conditions that may affect the above student's own personal safety during the activities associated with the course/training.

>Promotion

I understand that participants in RHKYC Sail Training Activities grant to RHKYC, at no cost, the absolute right and permission in perpetuity to use their image and likeness in any media, including video footage, for the sole purposes of advertising, promoting, reporting and disseminating information regarding RHKYC activities.

Please tick here if you do not permit the students image to be used in this manner.

SIGNED BY PARENT/GUARDIAN: _____ DATE: _____