

# **MULLINGAR SAILING CLUB**

## **MEMORANDUM OF AGREEMENT**

### **FOR**

### **USE OF CLUB SAILING DINGHY (TOPAZ / GP14)**

#### **Introduction**

Club-owned sailing dinghies (Topazs and GP14s) are for occasional authorised use by competent members of the club when the dinghies are not in use for club purposes (e.g. training, events). Interested members may, by prior arrangement and written agreement, enjoy the use of a club dinghy on available dates/times and subject to the Terms and Conditions as specified below.

#### **Eligibility**

Club Topaz dinghies are available for use by

- Adult members, and
- Junior members who have successfully completed the Advanced Boat Handling level of the Irish Sailing Small Boat Sailing Scheme (SBSS), and subject to parental/guardian approval and agreement.

Club GP14s are available for use by adult members, who may be accompanied by a junior member as crew.

#### **Terms & Conditions**

- 1. Insurance:** MSC will take out and maintain a standard small sailing craft insurance policy covering accidental damage to a limit of €2500 and third party liability to a limit of €5,000,000 for any one claim.
- 2. It is hereby accepted and agreed between the Club and the User:**
  - I. It is a condition precedent to the use of the dinghy that the user is a paid up member of the Club and agrees to be bound by the Rules of the Club and is familiar with and will abide by the Rules of Sailing when using the dinghy.
  - II. At the Commencement Time detailed on the Agreement Form the dinghy, including hull, mast, spars, sails, dagger board, rudder and tiller and all cleats, blocks, pulleys, halyards, sheets, shrouds and ancillary equipment are in good serviceable order and repair.
  - III. In the event of any loss, injury or damage which is covered by the dinghy insurance, the user agrees to be responsible for and re-imburse the Club on demand for the costs incurred in repairing, replacing or making good any damage to the dinghy or

satisfying any third party claim against the Club, subject to an overall maximum of **€200**, being the excess on the Club insurance policy for the dinghy.

- IV. The Club accepts no liability of any kind, howsoever arising, in respect of any personal injury, loss or damage to the user arising either directly or indirectly from his/her use of the dinghy and it is recommended that the user effect and maintain his/her own personal accident insurance.
- V. At the Return Time detailed on the agreement form the user will notify without delay the issuing officer of any damage/fault with the boat which may require attention and will accept that any such damage occurred during his/her use of the dinghy.
- VI. In the event of any dispute or disagreement arising in regard to access by a member to this facility, the interpretation of the Club policy and/or this agreement and/or the damage to a dinghy following a period of use, the matter will be referred to an *ad hoc* adjudication committee comprising of the Commodore and another member nominated by the Commodore who will consider the dispute and whose decision on the matter shall be final.
- VII. The dinghy will only be sailed on official club sailing days (Wednesday Evening and Sunday Afternoon) during times when Club Rescue Cover is on the water. The Officer Of The Day will have complete discretion whether to allow boats on the water subject to weather conditions prevailing. In addition, the dinghy may be sailed during other specially organised club events from time to time subject to the same conditions above.
- VIII. The dinghy may normally only be signed out by the following Authorised Club Officers
  - A. Stuart McCormick – Committee Member In Charge
  - B. The Officer Of The Day
  - C. The Club Commodore
  - D. The Club Fleet Captain

If none of the Authorised Club Officers are present/available at the time of rigging and/or derigging, the member may ask another adult club member to confirm and witness the issuing / return and condition of the dinghy.

## Acceptance of Terms and Conditions- Use of Club Sailing Dinghy.

1. Club Dinghy Type: (circle as appropriate)                      **Topaz**                      **GP14**
2. Club Sailing Dinghy Number (club sticker on stern) \_\_\_\_\_
3. Details of Club Member Taking the Dinghy (the User):  
Name: \_\_\_\_\_  
Tel: \_\_\_\_\_                      Email: \_\_\_\_\_
4. Crew's Name (GP14 only): \_\_\_\_\_
5. Commencement time: \_\_\_\_\_

Checked by User before use	<input type="checkbox"/>	1 Main sail	Checked by Officer after use	<input type="checkbox"/>
	<input type="checkbox"/>	2 Gib sail		<input type="checkbox"/>
	<input type="checkbox"/>	3 Rudder & tiller		<input type="checkbox"/>
	<input type="checkbox"/>	4 Centreboard		<input type="checkbox"/>
	<input type="checkbox"/>	5 Hull		<input type="checkbox"/>
	<input type="checkbox"/>	6 Main sheet		<input type="checkbox"/>
	<input type="checkbox"/>	7 Gib sheets		<input type="checkbox"/>
	<input type="checkbox"/>	8 Mast		<input type="checkbox"/>
	<input type="checkbox"/>	9 Pulleys & blocks		<input type="checkbox"/>

6. Return time: \_\_\_\_\_

I have read, understand and accept the attached Terms and Conditions and I hereby accept and agree to the use of the dinghy as specified above.

Signature of User/Parent/Guardian: \_\_\_\_\_

Signature of authorised issuing Club Officer: \_\_\_\_\_

Dated: \_\_\_\_\_

Comments/Notes on the Return of the dinghy:

Signature of person inspecting the boat after use and derigging. \_\_\_\_\_