



5. GENERAL PROCEDURES

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5.1 Limitation of Club's Liability

5.1.1 Club Use

Members of the Club and their guests or visitors, may use the Club premises and other facilities of the Club, entirely at their own risk and by implication accept the conditions below. Before inviting any guest(s) or visitor(s) onto the Club's premises, or when greeting day sailors, members should draw their attention to these conditions.

5.1.2 General Conditions

The Club will not accept any liability for any damage to, or loss of property belonging to members, guests or visitors. The Club will not accept any liability for personal injury arising out of the use of the premises and any other facilities of the Club, or out of participation in any sailing/windsurfing event organised by the Club, to the maximum extent permitted by law.

5.1.3 Sailing activities (applicable to racing and casual sailing).

Sailors/windsurfers are entirely responsible for their own safety, whether afloat or on shore, and nothing reduces this responsibility. It is for sailors to decide if their boat is fit to sail in the conditions in which it will find itself. By launching sailors confirm that the boat is fit for those conditions and that they are fit and competent to compete and sail/windsurf in/on them. Nothing done by the organisers can reduce the responsibility of the craft owners and/or sailors/windsurfers, nor will it make the organisers responsible for any loss, damage, death or personal injury, however it may have occurred, as a result of the craft taking part in the sailing/windsurfing. The organisers encompass everyone helping to run the activity. Patrol boats will be arranged by the Club during organised activities according to the circumstances, and every effort will be made to provide advice and assistance in cases of difficulty. However, the provision of Patrol-boats does not relieve owners and sailors/windsurfers of their responsibilities to themselves, their craft, and others. Before



taking part in any sailing/windsurfing activity, members and guests are requested to sign the “Sign On” register confirming their acceptance of these conditions. See Sub-section 5.6 Member (including parent) duties and responsibilities & (DBS information)

5.1.3 Persons under 18 years of age

See Sub-sections 5.6 Member (including parent) duties and responsibilities & (DBS information) and 2.7 Young Persons Welfare Policy and Procedures

5.1.5 Sailing instruction / coaching – applies to Club training & tasters

The RYA Senior Instructors, Coaches, Instructors, and assistants do not accept responsibility for any loss, damage or injury suffered by persons and, or their property, arising out of, or during the course of their activities whilst training, and, or coaching and, or instructing, unless such injury, loss. or damage was caused by, or resulted from negligence or deliberate act.

5.1.6 Additional Activities

Where there is more than one activity taking place on the water, e.g. Club racing/windsurfing and training or any other activity over and above racing/windsurfing, an onshore Safety Officer must be appointed to oversee the use of patrol boats to cover all the activities on the water

5.1.7. Race Duties

All members must complete at least three duties per year. Failure to do so will be in breach of the Club Policies and Procedures agreed to as part of membership application or renewal. Duties must consist of two Sundays. The Officer 1 position should be occupied by a competent dinghy racer. The Saturday slots should only be populated when all Sunday and Wednesday positions are occupied. Members who fail to select three duties will be allocated a slot by the Committee. If a member cannot comply with the above for any reason, they should contact the Vice Commodore – vice-commodore@tatasteelsailing.org.uk.

5.2 Insurances

In addition to the insurances maintained by the Club as stipulated in the TSSC Constitution, all members who bring craft of any description to the Club for storage and/or use shall have paid up, relevant and valid insurance providing for or including a limit of indemnity for Third Party Claims of £5,000,000 (Five million pounds).



5.3 Standing Orders

5.3.1. Site security

All users of the premises must follow the current Procedures for securing the outer reservoir gate. The last person leaving the premises must ensure that all the buildings are locked, with non-essential electrical and gas equipment turned off, and that the compound gate is padlocked. See also Sub-section 5.4 Gaining Access to the Club and Locking up

5.3.2. Bio-security

All members and visitors must follow any current instructions regarding Bio-security - See Sub-section 3.3 Bio-security.

5.3.3. Risks and Accidents

Members must read and understand the Risk Assessments, posted on the Club's website, and in Section 2 Appendix B and must adhere to the countermeasures. All accidents at the Club must be recorded in the Accident Book which is kept in the office. In the event of a major incident the Procedures set out in Subsection 2.9 and Section 2 Appendix B - Emergency Procedure Flowchart must be followed.

5.3.4. Powerboats

Powerboats are to be deployed and operated in accordance with Procedures set out in Sub-section 6.4 of the Sailing Procedures.

5.3.12 Limitation of Liability

Members must be aware of the limitations of the Club's liability set out in Sub-section 5.1, and bring these to the attention of their guests / visitors, including the paragraphs relating to sailors under 18 years where appropriate.

5.3.14 Dinghy Compound

Boats and trailers may be stored in the dinghy compound following the Procedures set out in Sub-section 5.5; these also include the procedure for dealing with 'abandoned' boats.

5.3.15 Expenses

Any expenditure over £100 requires prior Management Committee approval



5.3.16 Other matters

- (a) Tata Steel Strip Products have placed a ban on dogs other than guide dogs, at the reservoir.
- (b) Smoking is prohibited in the Clubhouse, around the fuel store and on powerboats.
- (c) Cars may be brought into the compound for loading/unloading, but, with the exception of the Commodore, must not be parked there except when carrying out essential work.

5.4 Gaining Access to the Club and Locking up

5.4.1. The outer reservoir gate

- (a) Under instructions from TATA the outer reservoir gate is to be kept closed and locked at all times. Persons authorised to enter the reservoir have a key or know our combination lock code;
- (b) Do not drive home with the locks in your pocket; its happened.
- (c) Don't hand over the lock to anyone you do not know, or assume they will lock the gate.
- (d) When you are at the Club, and if you answer the phone in the lounge, pass the call to one of the Club's Committee members; do not divulge the gate code.

5.4.2. The dinghy compound gate

Members can obtain a key for the gate by paying a refundable deposit. If you are not a key holder, make sure you are not the last to leave; if you hold a key and are the last to leave the Club, you must lock the gate behind you, otherwise you will be putting member and Club assets at risk.

5.5 Dinghy Compound Rules

5.5.1 Compound Manager

The Compound Manager's contact details are set out on the website's contact page - tatasteelsailing.org.uk

5.5.2 Compound Rules

- a) Boat(s) kept at the Club must be insured for third party risks, see Sub-section 5.2.
- b) Positions are allocated only by the Compound Manager; spaces not taken up by June 1st may be reallocated.
- c) A compound plan will be posted in the Clubhouse; all changes of boat position must be agreed with the Compound Manager.



- d) If you find another boat in your position, inform the Compound Manager, move that boat and secure it with tie-downs. Do not make matters worse by occupying a wrong position.
- e) You are responsible for ensuring the grass in your compound space is regularly cut, and the space kept tidy.
- f) No trailers or trolleys are to be kept in the compound other than in your allotted boat position.
- g) Each boat must be securely pegged down at all times. Tie down anchors must not have any hardware protruding above the ground surface to avoid trip hazards – only small loops of rope or webbing shall be permitted above ground level. It is recommended that lighter or longer boats are tied down at both the front and back.
- h) All members have given an undertaking that they hold insurance, that they must then actually hold valid personal insurance that covers 3rd party.
- i) With the risk of climate change and further or increasing numbers of storms, any damage done to the boats or property of the club (or others) by loose or unsecured boats remains the responsibility and liability of the owner, not the club.
- j) The Club Constitution defines actions to be taken in respect of craft left in the compound for which no membership fee has been paid – see Section 1 Constitution.

5.5.3 Fees payable for sailing dinghies kept at the Club

Payment of the annual membership fee entitles members to keep two sailing dinghies in the compound; if you keep more than two dinghies at the Club, an extra fee is payable for each of these; the extra fee level is set out on the annual membership form.

5.6 Member (including parent) Responsibilities and Duties & (DBS information)

5.6.1 Sailing Management Duties (n/a to guests, visitors, day sailors)

It is a condition of membership that all members, over the age of 16, undertake sailing Management duties when requested by the Club, and that non-compliance may lead to membership suspension. Three suitable dates are asked for when renewing your membership. Rostered members are responsible for finding a replacement in the event of being unable to undertake their duty, it is not sufficient to inform the Management Committee; please check the Club website for the dates of your duties. On three or four days per annum, a new member will normally be rostered as an assistant to the race Management team; as an assistant, you will learn about running the racing and casual sailing programmes, including the use of the Club's Powerboats. New members are encouraged to watch a team at work before the day they have been rostered on. For more information see Section 6 – Sailing Procedures.



5.6.2 Completing the Sign On Sheet (applies to all sailors and windsurfers)

All persons going onto the water must complete the “Sign On” sheet for the day (Sailing Register) each time for sailing or windsurfing. The sign on sheet is located on the table in the Clubhouse hallway. Parents and Guardians must countersign this sheet if their youngsters are sailing without their parent guardian. Adjacent to the sign on sheet is “the conditions for sailing notice”. see Sub-section 5.6.4. The signature on the sign on sheet is the individuals’ and their crews’ agreement to the conditions specified in the notice. For racing, no race result will be awarded unless the sign on procedure is completed.

5.6.3 Other responsibilities and advice

Please read the entire contents of this folder to gain a good understanding of the Club; please pay particular attention to Section 2 Health and Safety Policy and Procedures, which deals with health and safety; Section 3 Environment Policy and Procedures and Sub-section 2.7 detailing the Club’s Policy and Procedures on young persons’ welfare.

5.6.4 Conditions for Sailing, Windsurfing or Racing

All those sailing, including windsurfers, must complete the “Sign On” register. The register is a record of all those intending to sail. A secure buoyancy aid must worn when on and near the water, and clothing adequate for the conditions is necessary. You must not launch before a powerboat is manned and on the water and the Club flag is flying. No safety cover may be available outside race times e.g. during the lunch break between races.

5.6.5 Responsibilities for Health and Safety

Participants taking to the water are responsible for their own safety, whether afloat or ashore, and nothing reduces this responsibility. (see also parents / guardians below). It is for helms / parents/ guardians / windsurfers to decide whether their craft is fit to sail in the conditions in which it will find itself. By launching helms or parents / guardians/windsurfers confirm their craft is fit for the prevailing and forecast conditions, and that they or their dependants are fit and competent to sail or compete in them. Race officials, including patrol boat crews, have a responsibility to keep watch for sailors and windsurfers in apparent difficulty, and attend capsizes or other events as soon as possible, if the safety of the participants may be in doubt. However, nothing done by the organisers can reduce the responsibility of the owners and / or sailors / parents / guardians, nor will it make the organisers responsible, for any loss, damage, death or personal injury, however it may have occurred, as a result of sailors taking part in the activity. The provision of Powerboats does not relieve owners and or sailors of their responsibilities for their own safety and the safety of their craft.

5.6.6 Parents / Guardians of dependant Sailors and Windsurfers

A counter-signature is required on the sign on register confirming parental permission for their dependant(s) to race, or sail casually. Parents are responsible for their dependant’s



behaviour whilst racing, or casual sailing, and for their safety and behaviour whilst ashore. The Parent signature is an acceptance of the parent's responsibilities, including any decision on the fitness and competence of their youngsters, and the fitness of the craft for the prevailing or anticipated weather conditions. The provision of patrol craft for activities on the water does not absolve parents of these responsibilities. If in doubt the advice of the organisers should be sought, but the decision to sail remains with the parent / guardian. The parent / guardian, or adult acting in loco parentis, who has signed the Signing On sheet or similar record must be in attendance the whole time their dependant(s) are at the Club, or inform Club officials of another adult who will undertake this responsibility.

5.6.7. Misbehaviour

(a) Any unacceptable behaviour that may occur, at any time, within the confines of the Club, must be addressed by an Officer/Committee Member with the offending party/parties.

If not resolved:

(b) A letter of expectations to be sent to the party/parties

If not resolved:

(c) Referred to Management Committee for discussion and final decision.