



GUERNSEY YACHT CLUB

FOUNDED 1890

LOAN OF A GYC OWNED SAILING DINGHY

Agreement between the Guernsey Yacht Club LBG (the "Club") and the Borrower of the Dinghy (who shall be the parent/guardian of the Sailor):

Name of Parent / Guardian: (the "Borrower")	
Dinghy Details: (the "Dinghy")	
Class:	RS Tera
Type:	Sport/Pro (delete as applicable)
Sail Number:	
Sailor's Name: (the "Sailor")	

CONDITIONS OF THE LOAN

Loan Period

The period of the loan shall be for 1 sailing term unless extended or reduced by mutual consent of the Club and the Borrower.

The Period for this Loan is: _____ to _____

The Club will arrange and pay dinghy park fees and insurance for the Dinghy.

Responsibility and Use

Ahead of the Loan Period the Club will have effected any repairs required to the main hull of the Dinghy. In signing this Agreement the Borrower will have checked and confirms that the Dinghy hull is in good order and that all the rigging and equipment is present and in satisfactory order. Any major defects or equipment missing at the commencement of the Loan Period to be noted here:

During the Loan Period the Dinghy will be available solely for the use of the Sailor unless mutual consent (Club and Borrower) is given for someone else to use the Dinghy in a 'one off' situation.

The Dinghy should only be used for recognised Club training, racing and other Club events and can only be sailed elsewhere with the express permission of a Flag Officer.

In the event where conditions are considered marginal or unsuitable for junior or inexperienced sailors, the Race Officer, a safety boat helm or a Flag Officer may refuse permission to the hirer to launch the club boat, or if already afloat that they return to shore.

The Borrower shall be responsible for the day-to-day upkeep and maintenance of the Dinghy at their own cost. The Borrower shall be responsible for any loss or damage caused during the hire period to the Dinghy or other persons/property and will either pay the full amount for replacement parts/repair costs, or in the event of an insurance claim, pay the amounts of the excess applicable. The Borrower shall not be responsible for the reasonable wear and tear of the Dinghy. Any major problems must be reported to a Rear Commodore Juniors without unreasonable delay.

On signing this agreement the Borrower will pay a deposit of £100 to the Club. This will be repaid in full at the end of the loan period subject to any deductions for losses or repairs deemed necessary to return the Dinghy to the condition it was in at the commencement of the Loan Period.

The Borrower will pay a fee of £120 for the term of the agreement for the hire of the Dinghy.

At the end of the Loan Period any repairs required to the hull of the Dinghy will be arranged by the Club and any costs for repairs over and above reasonable wear and tear shall be charged to the borrower.

The Sailor will be a member of the Club and must be a competent sailor holding at least an RYA Stage 3 certificate. The Sailor will have read and agreed to abide by the GYC sailing rules and documents, in particular to all aspects in relation to safety.

In the event of persistent misuse or any occasion of gross misuse of the Dinghy, the Club may terminate this hire agreement at any time without any refund of monies paid.

The use of this Dinghy is seen as a tool to the introduction of that dinghy class. It is anticipated that at the end of this agreement the Sailor will be in a position to be fully committed to this or a similar dinghy class and that the Dinghy will then be offered to another sailor.

Should the Club and Borrower agree to this agreement, it may be extended, subject to being confirmed in writing.

I understand that in hiring a club boat I undertake to follow the guidelines laid down in the agreement and accept my responsibilities to look after the boat in a careful manner dependent on the weather and sea conditions.

Name in BLOCK CAPITALS	_____
Signed:	_____
Dated:	_____

This section must be completed and signed by the person with parental responsibility.

The Parent/Guardian accepts that the Club is not responsible at any time when the above named sails the club boats and the sole responsibility for such use is that of the Parent/Guardian.

Signed by Parent/Guardian	_____
Name in BLOCK CAPITALS	_____
Date:	_____

Signed on behalf of Guernsey Yacht Club LBG:	_____
Position of Club signatory:	_____
Date:	_____