
Terms & Conditions

1. Organisation

- 1.1.1. All skippers and persons in charge of Melges 20 boats are required to be current financial Sailing or Full Members of MHYC.
- 1.1.2. MHYC reserves the right to cancel the Member's permission to use the equipment if it observes, or has to reason to believe, the terms & conditions of use are not being complied with.

2. Boat Allocation and Rules

- 2.1. Boats and sails will be allocated by MHYC. The User Log (accessed via QR Code) must be completed prior to each use.
- 2.2. The boats must be used as presented and no modifications may be made to the boat (including sponsor logos) except as specified in 4. Permitted Items & Actions. Standard rigging tension has been preset and must not be altered. Sails are as supplied and must not be re-cut or altered.
- 2.3. All damages/repairs must be reported on the Official Damage/Repairs Form.
- 2.4. Bookings must be made at least 3 days in advance and include a contact number and email.
- 2.5. Minimum age of all participants is 7 years.
- 2.6. Applicants will be screened for sailing experience before being approved for sailing.
- 2.7. Applicants must provide all their own sailing clothing and PFD.
- 2.8. Applicants will comply with the Middle Harbour Yacht Club Code of Conduct at all times.
- 2.9. Applicants shall observe the Racing Rules of Sailing or the International Regulations for the Prevention of Collisions at Sea (IRPCAS) at all times.
- 2.10. All applicants acknowledge that participating in sailing activities and events may be dangerous, may result in harm or personal injury and property damage and they participate in such events aware of such dangers and voluntarily accept any risk of harm. Middle Harbour Yacht Club is not responsible for any harm or injury suffered by any person in any sailing event or activity of whatever nature.

3. Prohibited Items and Actions

- 3.1. Any additions, omissions or alterations to the equipment supplied.
- 3.2. The use of any equipment for a purpose other than intended.
- 3.3. The use of sails other than what is provided by MHYC.
- 3.4. The replacement of any equipment provided.
- 3.5. Sailing the boat in a manner that is reasonable to predict damage would result.
- 3.6. Boarding a boat without prior permission.
- 3.7. Taking a boat from its berth without having paid the appropriate fee and damage deposit.
- 3.8. Hauling out a boat or cleaning surfaces below the waterline.
- 3.9. Using a flattener as a reef.
- 3.10. Attaching lines to the fabric of spinnakers.
- 3.11. Perforating sails, even to attach tell tales.
- 3.12. Adjusting or altering the tension of standard rigging. This includes moving the cars to adjust the rigging tension.
- 3.13. Omitting any headsail car or tuning block before sheeting.
- 3.14. Cutting any cords or ropes.
- 3.15. The use of electronic instruments other than a compass and watches.
- 3.16. Putting permanent marks on the boats or sheets.
- 3.17. Using side stays to facilitate roll-tacking.
- 3.18. Leaving any rubbish or personal items onboard after racing
- 3.19. Using a boat while under the influence of alcohol or drugs.
- 3.20. Smoking while on the boat.

4. Permitted Items and Actions

- 4.1. Taking a bag onboard containing.
 - 4.1.1. Basic hand tools.
 - 4.1.2. Adhesive tape.
 - 4.1.3. Line (elastic or otherwise of 4mm diameter or less).
 - 4.1.4. Telltale material
 - 4.1.5. Hand held compass.
 - 4.1.6. Shackles and clevis pins.
- 4.2. The use of the contents of the bag to.
 - 4.2.1. Prevent fouling of lines, sails and sheets.
 - 4.2.2. Attach tell tails.
 - 4.2.3. Prevent sails being damaged or falling overboard.
 - 4.2.4. Mark control settings.
 - 4.2.5. Make minor repairs.

5. Damage Deposit

- 5.1. The damage deposit is AUD \$1,000.00 (inc. gst) per boat by authorisation of deduction from a credit card.
- 5.2. The damage deposit shall be lodged prior to the first use.
- 5.3. The damage deposit is the limit of liability of each skipper for each incident. However, if a boat is damaged while being sailed in this program, the skipper of each boat is responsible for the rectification of the damage and/or the payment of the insurance excess in any incident. The Sailing Manager will have the final decision on how the repair is to be undertaken.
- 5.4. In the event that a deduction from the damage deposit is decided by MHYC, it may require that the deposit be restored to its original amount before the skipper / person in charge will be permitted future use of the equipment.

I acknowledge and accept the above conditions.

Signed: _____

Date: / /