



HEBE HAVEN YACHT CLUB

Becoming an Approved Skipper for Club Keelboat

To become an Approved Skipper for the HHYC club keelboat an applicant will have to fulfil all of the following requirements.

1. The applicant will be a member of HHYC, subject to the discretion of the Sailing Committee.
2. The applicant will possess a Hong Kong Pleasure Vessel Operator Certificate of Competency Grade I or II.
3. The applicant would then obtain provisional approval through one of following three routes:
 - (i) Exemption of training and assessment based on appropriate qualifications. These qualifications are likely to be RYA Day Skipper, Coastal Skipper or Yachtmaster or equivalents from other national authorities.
 - (ii) Training and assessment course by a Club endorsed trainer and assessor.
 - (iii) Direct assessment by a Club endorsed assessor who may elect to assess an applicant by one or a combination of the following methods:
 - (a) On the water assessment
 - (b) On land interview
 - (c) By reputation
4. Final approval is then subject to endorsement by the Sailing Committee of HHYC.

The options in Step 3 will be dealt with by the Chief Instructor or a SailCom appointed person who will help and advise on the best option for each individual and will collate necessary documents to be kept by the Club or for presentation to SailCom.

Depending on the Members experience, the Chief Instructor or SailCom may provide an extra endorsement for racing. Racing endorsement covers any race organised by HHYC but not normally for races organised by other authorities. Members may also request to extend this to include J80 class racing at RHKYC.

Once approved as a skipper, depending on experience and qualifications, the approval will be endorsed with an appropriate area to sail within, as follows:

Area 1 - All Hong Kong waters (day or night).

Area 2 - North of Nine Pins, including Nine Pins (day only).

Area 3 - Port Shelter and Rocky harbour inside Bluff Island and Trio Island (day only)

SailCom may also give approval for skippers to take part in the COA Macau races. It is envisaged that these are the only occasions when the yacht will be permitted outside Hong Kong waters.

Skippers without restrictions may be invited to become a Club endorsed assessor to be responsible for assessing members who wish to become Approved Skippers.

SailCom may, at their sole discretion, withdraw approved skipper status for any reason they consider appropriate under the circumstances.



HEBE HAVEN YACHT CLUB

APPLICATION FOR APPROVED SKIPPER (CLUB J80 KEELBOAT)

Applicant Information

Full Name: _____ Membership A/C: _____ *HHYC / ABC
 Email: _____ Contact Number: _____
 Date of Birth: _____ / _____ / _____ (dd/mm/yyyy) Licence Number: _____
 (*Pleasure Vessel Operator Grade 1 / Grade 2)

Emergency Contact

Full Name: _____ Contact Number: _____

Qualifications appropriate to the operation of Club J80 Keelboats

Helm Experience:

Other Sailing Qualifications & Experience:

Preferred Assessment Route (please pick one)

- On the water assessment
1. Outboard engine operation
 2. Rigging (including spinnaker, if spinnaker is to be approved)
 3. Leaving and coming along side pontoon
 4. Turn in a confined space and stopping
 5. Sailing upwind and downwind, tacking and jibing
 6. Hoisting, jibing, and dropping spinnaker (if spinnaker is to be approved)
 7. MOB
 8. Boat control and awareness
- On land interview
- By reputation

Preferred Sailing Waters (please pick one)

- Area 1 All Hong Kong Waters (Day & Night)
- Area 2 North of Nine Pins, including Nine Pins (Day only)
- Area 3 Port Shelter and Rocky Harbour inside Bluff Island and Trio Island (Day only)

Racing Endorsement Required YES / NO

Signed by Applicant: _____ Application Date: _____

FOR OFFICE USE ONLY

Approved / Not approved for Area: _____

Racing Endorsement: _____

Experience Recognised: _____

Assessed by: _____ Endorsed by: (Rear
Commodore of Sailing)

Signature: _____ Signature: _____

Date: _____ Date: _____

The Hebe Haven Yacht Club Limited 白沙灣遊艇會

10.5 Miles Hiram's Highway, Pak Sha Wan, Sai Kung, N.T. Hong Kong 香港 新界 西貢 白沙灣 西貢公路十咪半

電話 T 2719 9682 ● 傳真 F 2358 1017 ● Email 電郵 E hhyc@hhyc.org.hk

www.hhyc.org.hk



CHARTER AGREEMENT FOR J80 SAILBOATS

Vessel License Numbers (Names):

- (1) 139647 (JAZZ)
- (2) 139609 (JIVE)
- (3) 143274 (Baring Asia 1)
- (4) 143233 (Baring Asia 2)
- (5) 139663 (Jelik 6)
- (6) 139744 (Jelik 7)

(Referred to hereinafter as the "J80" in respect of any one of the above, or collectively as the "J80s")

Owner of the J80s: The Hebe Haven Yacht Club Limited ("HHYC")

Full name of charterer: _____ (the "Hirer")

WHEREAS:-

HHYC has agreed to permit the Hirer to take and sail the J80s at times and for durations to be agreed (the "**Hire Periods**") subject to the Hirer paying the prescribed fee, as fixed by HHYC.

The Hire Periods will be established by way of written booking requests made by the Hirer using the 'J80 Booking Request and Checklist Form' issued by the HHYC Sailing Centre (the "**J80 Booking Form**").

The parties have agreed that these terms and conditions shall apply to each and every Hire Period.

IT IS HEREBY AGREED THAT:-

1. Upon HHYC's acceptance of a request by the Hirer submitted by way of a J80 Booking Form, HHYC shall let the J80 on bareboat charter to the Hirer for the duration of the Hire Period.
2. The Hirer shall pay the fee stipulated on the J80 Booking Form for the Hire Period.
3. The Hirer warrants that he/she has undergone and passed a helm check by the HHYC Sail Training Centre and holds a valid Pleasure Vessel Operator Grade 2 (or Grade 1) Certificate or a Pleasure Vessel Master Grade II Certificate.
4. The Hirer acknowledges that:
 - (a) the J80s are Class IV vessels, as defined under the Merchant Shipping (Local vessels) (Certification and Licensing) Regulation (the "**Regulation**");
 - (b) he/she is required by law to hold a Pleasure Vessel Operator Grade 2 (or Grade 1) Certificate or a Pleasure Vessel Master Grade II Certificate;
 - (c) he/she is required by law to read Section 6 of the Regulation (set out at Annex 1 for ease of reference) before hiring the J80 and commits an offence if he/she does not comply with section 6(5)(b) of the Regulation.
5. The Hirer shall ensure that all members of his/her crew are briefed on the use of personal safety equipment and the appropriate safety precautions to be taken in the case of an emergency or man over-board incident.
6. The Hirer shall restrict the navigation of the J80 to the sailing limits as defined in the J80 Booking Form and shall not sail the J80 between sunset and sunrise without prior agreement of HHYC and without deploying appropriate navigation lights.
7. The Hirer shall indemnify HHYC in respect of any loss or damage to the J80 or her equipment, or other expense or liability arising out of any act or omission of the Hirer or any member of his/her crew which is not for any reason covered by the insurance policy for the J80s. A copy of the insurance policy for the J80s is attached hereto at Annex 2.
8. The Hirer shall not leave the J80 unattended and shall not sub-charter or part with control of the J80 at any time during the Hire Period.



HEBE HAVEN YACHT CLUB

9. In the event of damage to or failure of the J80 or any other incident involving a third party, the Hirer shall at the earliest opportunity report such occurrence to HHYC and shall comply with any reasonable instructions given by HHYC.
10. HHYC reserves its right to cancel this agreement at any time prior to the Hirer taking the J80 due to reason of weather.
11. The Hirer acknowledges the risks inherent to sailing and, to the extent permitted by law, agrees not to bring any legal action against HHYC or its staff for any loss, damage, personal injury and/or death suffered as a result of sailing the J80.
12. This agreement is subject to the laws of Hong Kong and any dispute arising out of this agreement shall be subject to the exclusive jurisdiction of the Hong Kong courts.

Signed:

Name:
(The Hirer)

Name:
(On behalf of Hebe Haven Yacht Club)



Annex 1

Section 6 of the Merchant Shipping (Local Vessels) (Certification and Licencing) Regulation

1. Restrictions on Class IV vessels

- (1) A Class IV vessel shall not be used otherwise than:
- (a) by the owner exclusively for pleasure purposes; or
 - (b) if it has been let to any person, by that person exclusively for pleasure purposes.
- (2) A Class IV vessel shall not be let for hire or reward unless:
- (a) it is let under the terms of a written charter agreement or written hire-purchase agreement;
 - (b) the agreement contains a warning that states clearly:
 - (i) that the person to whom the vessel is let commits an offence if he does not comply with section 6(5)(b) of the Merchant Shipping (Local Vessels) (Certification and Licensing) Regulation;
 - (ii) that the person to whom the vessel is let should read carefully section 6 (except subsections (1), (2) and (4)) of the Regulation; and
 - (iii) where in the agreement the full text of those provisions may be found;
 - (c) the agreement contains, either in its body or as its attachment, the full text of this section (except subsections (1), (2) and (4));
 - (d) the warning and text referred to in paragraphs (b) and (c) are in the same language as that of the remaining parts of the agreement and are presented prominently in the agreement; and
 - (e) the agreement is signed by the owner and the person to whom the vessel is let.
- (3) A Class IV vessel shall not be let for hire or reward for an intended service that involves the carriage of passengers unless there is in force in respect of the vessel:
- (a) such certificate of inspection certifying that the vessel is fit for the intended service as is required under the Survey Regulation for a Class IV vessel of the type for which the vessel is certificated; and
 - (b) such policy of insurance in respect of third party risks as is required under Part VA of the Merchant Shipping (Local Vessels) Ordinance for a Class IV vessel of the type for which the vessel is certificated, having regard to the intended service.
- (4) If without reasonable excuse, subsection (1), (2) or (3) is contravened the owner of the vessel, his agent and the coxswain each commits an offence and is liable on conviction to a fine at level 3.
- (5) Where a Class IV vessel is let for hire or reward:
- (a) the owner, his agent and the coxswain shall ensure that there is kept on board the vessel:
 - (i) the relevant written charter agreement or written hire-purchase agreement; and
 - (ii) if any passenger is carried in the vessel, the certificate of inspection and the policy of insurance referred to in subsection (3), or certified copies of them;
 - (b) the person to whom the vessel is let shall ensure that throughout the period when the person is in possession of the vessel:
 - (i) the vessel is not used otherwise than by him exclusively for pleasure purposes; and
 - (ii) the documents referred to in paragraph (a) are kept on board the vessel; and
 - (c) the coxswain shall, on request by an authorized officer, produce for inspection the documents referred to in paragraph (a).
- (6) A person who without reasonable excuse contravenes subsection (5), commits an offence and is liable on conviction to a fine at level 2.
- (7) A person to whom a Class IV vessel is let does not have a reasonable excuse for contravening subsection (5)(b)(ii) merely because the person's contravention is attributable to the contravention by the owner, his agent and the coxswain of subsection (5)(a).
- (8) For the purpose of this section, a Class IV vessel is to be regarded as being used by a person exclusively for pleasure purposes if:
- (a) in the case of the person being an individual, the vessel is used to carry the individual, his family members, relatives, friends and employees, and family members, relatives and friends of his employees, for their pleasure purposes; or
 - (b) in the case of the person being a club, company, partnership or association of persons, the vessel is used to carry its members and employees, and family members, relatives and friends of those members and employees, for their pleasure purposes.
- (9) If a person to whom a Class IV vessel is let under a hire-purchase agreement is named in the certificate of ownership as owner by virtue of section 9(b), then subsections (3) and (5) apply neither to the hire-purchase agreement nor to the vessel as far as that agreement is concerned.



HEBE HAVEN YACHT CLUB

Annex 2
Insurance Policy