



## CYCA Corporate Sailing Experience Event Agreement

This Agreement made on the date specified in Item 1 of the Schedule to this Agreement between:

**Cruising Yacht Club of Australia** (ACN 000 116 423) of 1 New Beach Road, Rushcutters Bay, NSW 2030 (“CYCA”); and

The person specified in Item 2 of the Schedule whose address is specified in Item 3 of the Schedule (“Hirer”)

### Background

- A. CYCA provides a Corporate Sailing Experience Event (“Event”) whereby guests of the Hirer (“Guests”) can participate in a sailing experience on Elliott 7s with an instructor on each boat and, at the option of the Hirer, participate in a function in the club house afterwards.
- B. The Hirer wishes to hold the Event on the date specified in Item 4 of the Schedule (“Event Date”) for the number of its guests specified in Item 5 of the Schedule (“Number of Guests”).

### It is agreed as follows:

#### 1. Corporate Sailing Experience Event

- 1.1 A Corporate Sailing Experience Event will be held for the Number of Guests of the Hirer on the Event Date.
- 1.2 CYCA will determine the number of Elliott 7s needed having regard to the size, agility and sailing experience of the Guests. Generally, there will be 3 or 4 Guests per boat plus an instructor provided by the CYCA.
- 1.3 If the Hirer wishes to hold a function in the club house after the Event, this will be indicated by a “Yes” against Item 6 of the Schedule. A separate agreement will then be entered into in relation to the provision of food and beverages for the function.

#### 2. Payment

- 2.1 The Hirer will pay the amount per boat specified in Item 7 of the Schedule.
- 2.2 A total deposit of the amount specified in Item 8 of the Schedule is payable on the date of this Agreement.
- 2.3 The minimum amount payable for the Event will be the amount specified in Item 9 of the Schedule.
- 2.4 No later than 7 days before the Event Date, the Hirer will provide CYCA with the final number of Guests. This will be the final number of Guests even if fewer Guests eventuate on the day of the Event. CYCA will then advise the Hirer of the total number of boats required, the total amount thereby payable and the balance payable. If final numbers are not provided by 7 days before the Event Date, the Number of Guests specified in Item 5 of the Schedule shall be used to determine the total amount payable and the balance payable based on the number of boats that would have been required.
- 2.5 The Hirer must pay the balance payable and the security deposit (either by monetary payment or by credit card authorisation) of the amount specified in Item 10 of the Schedule (“Security Deposit”) no later than 4 days before the Event Date. If the amount is not payable by then, CYCA may by notice in writing cancel this Agreement in which case the deposit will be forfeited.



### **3. Guest Conduct**

- 3.1 Guests will be required before being allowed to embark on a boat to sign a General Disclaimer and Acknowledgement of Rights Form, a copy of which is attached to this Agreement. No Guest will be allowed on a boat unless they have signed it and provided it to the CYCA.
- 3.2 Guests may also obtain a SailPass (at no cost) to enable the Guest to enjoy the benefits of Sailpass.
- 3.3 Guests must follow and comply with all directions of the instructor on the boat.
- 3.4 In the event of a function after the regatta, Guests must comply with the CYCA's By-Laws as to conduct within the club house and in particular the dress code.

### **4. Damage and Security Deposit**

- 4.1 The Hirer will be responsible for any damage to an Elliott 7 which occurs from a Guest not following or disregarding instructions of the onboard instructor, up to the amount of \$1,300 per boat.
- 4.2 The Security Deposit will be applied towards any liability of the Hirer pursuant to clause 4.1.
- 4.3 If the Security Deposit was paid by monetary payment, it will be refunded within 7 days after the Event Date where it is not to be applied in accordance with clause 4.1 above and less any other monies owing by the Hirer to CYCA.

### **5. Insurance**

- 5.1 Whilst the staff of the CYCA will take every care with the security and protection of property of the Hirer and its Guests, the CYCA is unable to accept any responsibility for damage or loss to such property before, during or after the event. The Hirer is responsible for the safekeeping of personal belongings, merchandise and gifts of itself and its Guests. CYCA recommends that the Hirer take out insurance. The CYCA is to be nominated as the co-insured for the purposes of the policy.

### **6. Force Majeur**

- 6.1 Where matters beyond the reasonable control of the CYCA impair or prevent the CYCA being able to perform its obligations under this Agreement, the Hirer releases CYCA from any liability or loss incidental or consequential to such matters.
- 6.2 The Event will proceed notwithstanding inclement weather. However if CYCA considers that it is not safe to hold the Event due to inclement weather, the parties shall agree to reschedule the Event to another mutually satisfactory date within one year of the Event Date.

### **7. Assignment**

- 7.1 The Hirer may not assign its rights under this Agreement without the prior written consent of the CYCA.

### **8. Smoking and Noise**

- 8.1 The entire CYCA premises is a smoke free environment other than the designated smoking area adjacent to the hard stand. In addition, a four-metre smoke free exclusion zone applies to the 3 club house entry points. As the CYCA is located in a residential neighbourhood, the Hirer must ensure all of its Guests observe good behaviour when leaving the CYCA premise. Unnecessarily loud music during an Event may need to be restricted by CYCA's Duty Managers.



## 9. Beverage Policy

9.1 The Hirer and its Guests must not consume alcohol prior to the Event.

## 10. Covid 19

10.1 The Hirer acknowledges that CYCA must comply with all Covid-19 related legislation and public health orders and that notwithstanding any other provision of these terms and conditions, the Event must be conducted in compliance with such legislation and public health orders.

10.2 In the event that the CYCA is advised by NSW Health that the Hirer or any of its Guests had or was likely to have Covid-19 during the course of the Event and as a result the CYCA subsequently conducts a Covid-19 clean, the Hirer agrees on request to pay CYCA a cleaning fee of \$2,000.

10.3 If the Event cannot be held on the Event Date because of any Government Covid 19 policy or restriction, the parties shall agree to reschedule the Event to another mutually satisfactory date within one year of the Event Date.

## 11. Media

11.1 The Hirer for itself and its Guests consents to CYCA taking and using still and moving images and audio recordings of the regatta or any part thereof or of the boats and crews taking part therein.

Signed by CYCA in Item 11 of the Schedule

Signed by the Hirer in Item 12 of the Schedule



## Schedule to CYCA Corporate Sailing Experience Event Agreement

Item 1 (date of Agreement): .....

Item 2 (name of hirer including ACN): .....

Item 3 (address of hirer): .....

Item 4 (Event Date): .....

Item 5 (number of guests of Hirer): .....

Item 6 (is a post regatta function at the club house to be held?): .....

Item 7 (amount payable per boat): .....

Item 8 (amount of deposit): .....

Item 9 (minimum amount payable): .....

Item 10 (Security Deposit): \$1,300

Item 11 (signature of CYCA): .....  
Name and position:

Item 1 (signature of Hirer): .....  
Name and position:



Attachment to the CYCA Corporate Sailing Experience Event Agreement

## ***Cruising Yacht Club of Australia***

### ***General Disclaimer and Acknowledgment of Rights Form***

*(Valid until 30 June 2024)*

To: Cruising Yacht Club of Australia  
1 New Beach Road  
Darling Point NSW 2027  
("CYCA")

And to: Each sponsor, officer, employee,  
volunteer and member for the time  
being of CYCA  
("Other Party")

The person whose details are set out below:

- acknowledges that CYCA owns all media rights in each race organised or conducted by it (including, without limitation, the Ponant Sydney Noumea Yacht Race, Noakes Sydney Gold Coast Yacht Race, and each race comprising the series known as the Audi Centre Sydney Blue Water Pointscore (other than the Rolex Sydney Hobart Yacht Race), Ocean Pointscore, the Short Ocean Pointscore and the Short Haul Pointscore) ("**Race**") and all rights in and to any visual and audio material and any data taken or collected by or on behalf of the Organising Authority, or provided to it, in connection with any Race and may exercise and exploit those rights as it sees fit;
- grants CYCA, at no cost, the unconditional, perpetual right to publish and broadcast anywhere in the world, for any purpose and in any medium, their name, image, data and biographical information of them, or any still or moving images and audio recordings taken of them prior to, during or after any Race;
- confirms that he or she is aware of Racing Rules of Sailing Fundamental Rule 3 (Decision to Race) and Fundamental Rule 6 (Betting and Anti-Corruption);
- acknowledges and accepts the risks (including the risk of harm to persons and property and the risks associated with the perils of the sea and the seaworthiness of any boat) associated with participation in any Race and waives all rights against and releases CYCA and each Other Party in respect of any loss of life or injury to persons, or loss of or damage to property, suffered in connection with any Race;
- acknowledges that participation in any Race by them and by any boat on which they crew is agreed by CYCA on the basis of this disclaimer and acknowledgment and on the basis that participation is entirely at their risk and responsibility and that CYCA and each Other Party are not responsible for any boat or its crew;
- acknowledges and agrees that this document is governed by the law of New South Wales and that any liability for harm to persons that results from breach of an express or implied warranty that any Race and all services relating thereto will be conducted or rendered with reasonable care and skill is excluded.

Executed as a deed poll in favour of CYCA and each Other Party on \_\_\_\_\_ (insert date)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Sign: \_\_\_\_\_ (sign here)

Witness: \_\_\_\_\_

Name of witness: