

## WORKING AGREEMENT FOR RECOGNISED TRAINING PROVIDERS AND SELF MANAGED GROUPS

Visiting Centre/Recognised Training Centre: \_\_\_\_\_

We ask all group leaders to ensure they have read the following and signed in agreement the following document from Cobnor Activities Centre Trust (CACT), to assist with the safe running of your residential stay here at Cobnor. The completed document needs to be attached and emailed to [sail@cobnor.com](mailto:sail@cobnor.com) when the initial deposit for your booking has been paid.

- Accommodation Welcome Pack
- Risk Assessment Summary
- Cobnor Activities Centre Trust Terms and Conditions

**Introduction** Cobnor Activities Centre Trust (CACT) is an independent charity and licensed provider of Adventurous Activities that works to enhance life experiences for young people. Based in Chichester Harbour in an Area of Outstanding Natural Beauty (AONB), we can offer many diverse and unique activities and high-quality outdoors experiences for all ages.

To enable more young people to access CACT and the Area of Outstanding Natural Beauty, CACT works with recognised training providers (Royal Yachting Association & British Canoeing) and Clubs, allowing them to hire specified equipment and accommodation at a subsidised cost. The facilities are wholly owned and maintained by the Trust, which is a non-profit making registered charity and company limited by guarantee. Any income from the hire of facilities supports the maintenance of the fabric of the buildings and the repair and renovation of the craft at the centre.

1. **Visiting groups:** With agreement from the Head of Centre, currently recognised training providers can hire both accommodation and CACT's designated training fleet for self-lead sessions (using recognised and qualified instructors).
2. **Qualifications and competence (to include both activities and catering facilities at Cobnor):** All visiting Clubs and organisations will be required to produce copies of the following qualifications and documentation in advance of stay: (Photocopies of personal qualifications will not be accepted as proof.)
  1. Copy of training Clubs recognition certificate (Royal Yachting Association or British Canoeing) (These will be copied and filed at CACT)
  2. Copy of the training Clubs Public Liabilities insurance (These will be copied and filed at CACT)
  3. Senior Instructor/s original qualifications (These will be copied and filed at CACT)
  4. Level Two Basic Food Hygiene certificate, recognised by the Environmental Health Department (This will be required to oversee and use the kitchen)
  5. Copy of this document signed by the lead member of staff. (These will be copied and filed at CACT)

Cobnor Activities Centre does not recognise any other qualifications or proof of competence other than those detailed by national governing bodies. Only the Clubs senior instructing staff (RYA Senior Instructor or BC level 2 coach or equivalent) will be required to show proof of qualification and competence. It is mandatory that the visiting Clubs senior staff have checked and validated all their visiting instructors' qualifications to ensure competence.

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Additionally, visiting staff and groups using the equipment and venue will be required to undertake a site induction/orientation led by a senior member of the Cobnor staff team. This is to ensure that the staff of any external group hiring the facilities, follows a similar process to current Cobnor staff.

The Centre reserves the right to accept, or refuse, any application for a booking without explanation at their absolute discretion.

3. **The group leader:** The group leader is responsible to the Head of Centre or Duty staff, to fully comply and implement all safe practices and guidance outlined by the appropriate Governing Body (i.e. the Royal Yachting Association or British Canoeing) while at Cobnor Activities Centre. The hiring group must always exercise due authority to ensure good practice and behaviour in the use of the facilities. Any accidents or incidents must be reported and recorded, using the Cobnor Activities Centre incident form and reported to the Duty staff.
4. **Liability:** Participants hiring any venue and equipment at Cobnor Activities Centre Trust, do so entirely at their own risk. Cobnor Activities Centre Trust cannot be held responsible for any death, personal injury, or loss of or damage to personal belongings however arising, from the hire of any item. The hirer shall indemnify Cobnor Activities Centre Trust against all claims for damages to both CACT craft and others, compensation and/or costs or losses in respect of: a) death, bodily injury or illness to third parties and/or b) damage to third party property caused by, or arising from, or being incidental to, the hirer's use of the premises.

**The Trust does not accept liability or responsibility for personal injury to, or the death of any participant howsoever caused unless by the proven negligence of the Company, employees, suppliers, or subcontractors. In addition, the Trust is NOT liable for damage to third party's equipment or property outside of the company's activities.**

5. **Safety:** Adventurous activities on land and sea (to include Kayaking, Canoeing and Sailing) are inherently dangerous activities and carry with it the risk of personal injury or death. Participants, parents and legal guardians must always be aware of and accept these risks and they are fully responsible for their own actions. It is advised that current medical information of each participant is obtained and left in the main office while out on the water. All water borne and land activities must be run in accordance to the activities Governing Bodies, i.e. the Royal Yachting Association, British Canoeing and/or the Adventurous Activities Licensing Schemes and/or the Clubs own guidance. Cobnor Activities Centre Trust's policies and procedures are available to view and where appropriate should be applied alongside the visiting Clubs own risk assessments and operating guidelines.

Personal buoyancy aids and flotation devices, conforming to the relevant EN standard (EN 393 as a minimum) must be worn at all times by all students and all accompanying staff when on the slipway and afloat. CACT has a range of personal buoyancy aids available for visiting groups to borrow.

**Independent risk assessments are to be completed for all activities and stay at CACT, by the visiting groups. A dynamic risk assessment is also to be carried out before any water activity takes place.** Details of any additional specific risks for the activity need to be reported to the duty staff in the Centre Office. Only CACT designated operational watersports areas are to be used; no self-managed group may operate outside Chichester Harbour, or go afloat at night. Any amendment to this permission needs to be obtained from the Head of Centre in advance of their stay.

If any activity by the group gives rise to, or will give rise to, unacceptable hazards or behaviours in the opinion of the Head of Centre, or their deputy, then either of those persons may direct the Course Organiser and members to terminate the activity forthwith. They may also require the group to leave the Centre with no notice.

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6. **Craft and equipment:** The leader from the visiting group/club takes full responsibility for any Centre equipment and venue used and must ensure that any damage or loss of equipment is reported as soon as possible. The equipment and personnel below will be supplied within the agreed hire charge.
- Training boats: To include dinghies and/or kayaks (numbers and design will be detailed in the invoice)
  - Any additional RIBs will incur an additional hire and fuel charge where applicable. This will be detailed in the invoice.
  - Accommodation and additional changing facilities
  - Use of buoyancy aids and personal sailing kit
  - Centre based Duty staff, (RYA SI. or BC level 2 coach or equivalent) to advise and support on sailing areas and Centre equipment

All non- centre craft used by the visiting club/group must meet the minimum safety standard and teaching standard set out by its national governing body. Should any non-Centre craft (rescue boats, dinghies, kayaks or canoes) be needed, please advise the Centre BEFORE commencement of the course. Failure to do so may result in the craft not being allowed on site. There must be a pre-session visual inspection of the equipment by the duty staff of CACT.

Before and after the session there must be a visual inspection of equipment and/or venue by the visiting senior staff member. Any areas of concern must be reported at the earliest opportunity to the Cobnor duty staff. **UNDER NO CIRCUMSTANCES MUST FAULTY EQUIPMENT BE USED.**

7. **Damage to accommodation and equipment:** All damage to equipment or to the accommodation will be charged accordingly for swift return to service to visiting club. All damages will be assessed on their severity and impact on the charitable objectives and operational performance of the Trust, by senior staff of the visiting club and the Head of Centre.
8. **Operational working:** All visiting clubs will operate within our outlines operational areas as detailed in our policies and procedures. Each day the visiting senior staff will meet with the CACT duty staff to advise of the timetable for their operational day and where the groups will be operating. Local weather and racing information will be taken into account and applied. Visiting Clubs will complete the CACT offsite information sheets and board to aid communication in an event of an incident on the water. No on water activity will be conducted in twilight hours or low visibility.
9. **First Aid:** First aid kits are provided in all buildings. The group leader should ensure that there are adequate qualified first aiders attending. It is strongly recommended that additional first aid kits are brought with the group.
10. **In an event of an emergency:** Contact should be made with the Duty /Member of Cobnor Activities Centre Trust staff who will assist and or take the appropriate action in accordance with Cobnor Policies and Procedures. Further information is provided in the welcome packs.

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**Period of agreement (One year as dated on visiting RTC's certification)**

From \_\_\_\_\_ To \_\_\_\_\_

Name of senior visiting staff \_\_\_\_\_

Signed by visiting staff \_\_\_\_\_

Name of Head of Centre \_\_\_\_\_

Signed by Head of Centre \_\_\_\_\_

Date

Name of club	Checked on arrival by
Copy of training Clubs recognition certificate (Royal Yachting Association or British Canoeing) (These will be copied and filed at CACT)	
Copy of the training Clubs Public Liabilities insurance (These will be copied and filed at CACT)	
Senior Instructor/s original qualifications (These will be copied and filed at CACT)	
Level Two Basic Food Hygiene certificate, recognised by the Environmental Health Department	