

# YACHTING AUSTRALIA INC

<b>POLICY</b>		KRA / NUMBER
		<b>3/1</b>
TITLE:	Application for Yachting Australia National Events	
KRA:	Events	
RELATED POLICIES:	Conditions of Conduct for the Respective Yachting Australia National Events.	
RESPONSIBILITY:	Events Coordinator	
DATE CREATED:	23 July 2002	
DATE LAST REVIEWED:	31 October 2005	
NEXT REVISION DATE:	January 2013	
DRAFTED BY:	Stewart Wood	
APPROVAL:		

This policy refers to applications to conduct the following Yachting Australia National Events:

- Australian Team Racing Championship
- Australian Schools Team Racing Championship
- Australian Match Racing Championship
- Australian Youth Match Racing Championship
- Australian Women's Match Racing Championship
- Australian Youth Championship

1. Yachting Australia will consider only one application for each Yachting Australia National Event from each Member Yachting Association (MYA).
2. Clubs wishing to host a Yachting Australia National Event shall submit an application to the MYA not later than 1st May. In submitting an application the club recognises and agrees to Yachting Australia's Conditions of Conduct applicable to that event.
3. Applications for Yachting Australia National Events shall be received from an MYA no later than 15<sup>th</sup> May in the year preceding the proposed date of competition (For events being conducted in 2011, applications must be received by 15<sup>th</sup> May 2010).
4. The Yachting Australia Board will deal with applications at its meeting in July each year
5. In the event that an MYA receives more than one application for the same Yachting Australia National Event, the MYA will determine which one of the applications received will be submitted to Yachting Australia.
6. Yachting Australia National Events shall be hosted by the MYA in accordance with the following rotation roster;

# YACHTING AUSTRALIA INC

## Australian Team Racing Championship

- Victoria
- Tasmania
- New South Wales
- Queensland
- South Australia
- Western Australia

## Australian Schools Team Racing Championship

- South Australia
- Western Australia
- Victoria
- Tasmania
- New South Wales
- Queensland

## Australian Match Racing Championship

- Tasmania
- Northern Territory
- New South Wales
- Queensland
- Victoria
- Western Australia
- South Australia

## Australian Youth Match Racing Championship

- Queensland
- Victoria
- Western Australia
- South Australia
- Tasmania
- New South Wales
- Northern Territory

## Australian Women's Match Racing Championship

- Tasmania
- Northern Territory
- New South Wales
- Queensland
- Victoria
- Western Australia
- South Australia

# YACHTING AUSTRALIA INC

## Australian Youth Championship

- Tasmania
- Victoria
- Western Australia
- New South Wales
- South Australia
- Queensland

7. Following the rotation roster in clause 6, an MYA is required to actively seek applications from an appropriate club(s) to conduct the event should the MYA be rostered to hold the event. In the event that a rostered MYA is unable to obtain an application within the time outlined in clause 2 above, the next MYA on the roster will be requested to seek an application.
8. Applications from an MYA shall include a completed Application Information Form located at Schedule 2 and a signed copy of the contract located in schedule 1.
9. If the event being applied for is a match racing event, a completed ISAF Event Grading Form, current for that year shall be attached to the application.
10. All applications will include an undertaking from the MYA that it will:
  - Ensure that Yachting Australia's Conditions of Conduct for the event will be adhered to;
  - Enter into an Event Contract in the form of Schedule 1 to this policy with Yachting Australia in the event that the MYA is awarded the National Event applied for.

## Schedule 1

<<Club Name>>  
<<Title>><<Firstname>><<Lastname>>  
<<address>>

<<Date>>

Dear <<commodore>>

### RE: <<Event Name>>, Event Contract

On behalf of the Yachting Australia Inc (Yachting Australia), we would like to confirm that Yachting Australia has selected and appointed <<Club Name>> ("Organiser") to host, manage and conduct the <<Event Name>> ("Event"). Selection and appointment is subject to the terms and conditions set out in this letter. By counter signing this letter the Organiser agrees to the terms and conditions set out in it.

The key responsibilities of Yachting Australia and the Organiser are outlined below:

#### 1. Organisers Responsibilities

In consideration of the appointment to host, manage and conduct Event, the Organiser will:

- 1.1. Host, organise and manage the Event as agreed with Yachting Australia and in accordance with this letter, during <<Event Dates>>.
- 1.2. Comply with and observe the Yachting Australia constitution, by-laws and regulations and any determination, resolution or policy that may be made or passed by the board of Yachting Australia. In particular the Organiser must adhere to the following:
  - 1.2.1. Yachting Australia Conditions of Conduct for Yachting Australia National Events Policy sections 'General Conditions' and Part 4 'Additional Conditions for the <<event type>>.
  - 1.2.2. Crew membership requirements (Rule 46) and the need to ensure that each participant complies.
- 1.3. Appoint an Event convenor who will have authority to make decisions on behalf of the Organiser in respect of the Event. The Organiser will advise Yachting Australia of any changes in the position of Event convenor.

#### 2. Financial Responsibilities

The Organiser will



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Affiliated with  
Australian Olympic Committee  
International Sailing Federation

Principal Partner



Australian Government  
Australian Sports Commission

Youth Development  
Major Sponsor



Australian Sailing Team  
Major Co-Sponsors



- 2.1. Prepare in conjunction with, and for approval by, Yachting Australia, an Event budget
- 2.2 Not hold Yachting Australia responsible for any debts incurred by it in hosting, managing or conducting the Event, including all activities staged as part of the Event, unless otherwise agreed in writing between Yachting Australia and the Organiser.

### **3. Consultation**

Yachting Australia and the Organiser will consult in relation to the organisation of the Event and both parties will consider in good faith all suggestions or comments.

### **4. Reporting Requirements**

The Organiser will:

- 4.1. Invite representatives of the host MYA and Yachting Australia to attend all meetings of the Event organising committee.
- 4.2. After the conduct of the Event prepare a report in accordance with section 1.4.6 of Yachting Australia's Conditions of Conduct policy and including:
  - 4.2.1. A financial report for the Event including profit and loss and distribution of any surplus;
  - 4.2.2. An Event report providing comment on the Event, its success or otherwise, as well as detailing any lessons learnt from conducting the Event;
  - 4.2.3. A development report detailing the Organisers' suggestions and recommendations as to the continued development and improvement of the Event;

for presentation to the Yachting Australia Board within three (3) months of the completion of the Event.

### **5. Marketing & Promotion**

The Organiser acknowledges and agrees that Yachting Australia holds all commercial and intellectual property rights in relation to the Event, including but without limitation, the Yachting Australia and other logos and designations, concepts, sponsorships, publications, licensing, broadcasting and new media rights. The Organiser will take all reasonable steps to prevent any persons, including but without limitation yacht clubs, owners, sailors, team members and officials, entering into any contract, arrangement or undertaking with a third party in relation to the grant of any rights in connection with the Event without Yachting Australia's prior written consent, other than as described in this Event Contract.

The Organiser will:

- 5.1 Be entitled to seek sponsorship for the Event provided that:
  - 5.1.1. Yachting Australia does not have a sponsor for the Event already in place;
  - 5.1.2. the products or business of the potential sponsor(s) do not conflict with or prejudice the products or business of Yachting Australia's sponsors;

- 5.1.3. the products or business of the potential sponsor(s) do not suggest an association with, or sponsorship of Yachting Australia, other than with, or of, the Event and does not bring into disrepute;
  - 5.1.4. the Organiser provide details of all potential sponsors and sponsorship benefits in writing to Yachting Australia ; and
  - 5.1.5. the prior approval (written or verbal) of any potential sponsorship is obtained from Yachting Australia's Chief Executive Officer or his/her nominee.
- 5.2. Liaise with the Yachting Australia Office to:
- 5.2.1. ensure that the Event is promoted through publications, including the website;
  - 5.2.2. maximise the media coverage of the Event. To ensure this, the Organiser will appoint an individual to act exclusively as Media Liaison Officer at least two months prior to the commencement of the Event.
- 5.3. During the Event display the following Event signage in locations to be agreed with Yachting Australia:
- 5.3.1. One Flag;
  - 5.3.2. Four Sponsors' Banners;
  - 5.3.3. Other banners advised in writing by the Yachting Australia from time to time.
- The Organiser will be responsible for the care and custody of the banners supplied by Yachting Australia. The Organiser will be responsible for the repair or replacement costs should the banners be damaged or lost whilst in the care and control of the Organiser.
- 5.4. Include the Yachting Australia Logo in a position equally prominent with the Organiser's logo(s) on all promotional materials (including Internet sites). The Organiser will submit all promotional materials to Yachting Australia for approval.

## **6. Indemnity and Insurance**

- 6.1 Except where provided or required by law and such cannot be excluded, the Organiser agrees that it is a term of its appointment that Yachting Australia is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of the Event.
- 6.2 In consideration of Yachting Australia appointing the Organiser to host, organise and conduct the Event the Organiser:
- 6.2.1 releases and forever discharges Yachting Australia from all Claims that the Organiser may have or may have had but for this release arising from or in connection with the Event; and
  - 6.2.2 indemnifies and holds harmless Yachting Australia to the extent permitted by law in respect of any Claim by any person including but not only a participant in the Event arising as a result of or in connection the Event.

In this **clause 6.2 "Claims"** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not

include a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant Event insurance policy.

- 6.3 The Organiser covenants and warrants to Yachting Australia that it has appropriate insurance cover which covers all risks associated with the Event and which names Yachting Australia as a co-insured. The Organiser will produce evidence of such insurance upon request by Yachting Australia. Both the Organiser and the Host Club shall have liability cover for not less than \$10,000,000.00.

## **7. Dispute Resolution**

In the event of any dispute between the Organiser, the Event Convenor or Organiser's Staff and Yachting Australia, the dispute shall be referred for final determination to the Court of Arbitration for Sport.

## **8. Cancellation**

The Event may only be cancelled by Yachting Australia in consultation with the Organiser.

## **9. Termination**

This agreement may be terminated by agreement or by Yachting Australia by written notice to the Organiser if, at any time during the Term, the Organiser fails to meet any of its obligations under this agreement and such failure continues for more than seven (7) days after Yachting Australia has given written notice of the failure to the Organisers.

## **10. Risk Management**

The Organiser will develop and implement and monitor a full and detailed Risk Management Plan for the Event. The Organiser will produce evidence of such plan upon request by Yachting Australia.

## **11. General**

- 11.1. The term of this agreement shall be from the date of execution until three (3) months after completion of the Event. ("Term")
- 11.2. Any notices required to be given under this agreement shall be deemed to have been given if delivered by any means to the address of each party as set out in this agreement.
- 11.3. This agreement may only be varied, modified, amended or added to in writing, signed by both parties.
- 11.4. A party to this agreement may assign, sub-licence or sub-contract any part of its rights under this agreement to any person subject to the other party's written approval being first obtained.
- 11.5. Nothing in this agreement shall create an employment, partnership, joint venture or agency relationship.
- 11.6. This agreement is legally binding. The proper law of this agreement shall be the law of the State of New South Wales.
- 11.7. By you signing the enclosed copy of this agreement, the Organiser agrees to be bound by it and to comply with its terms.

I trust that the matters set out above are acceptable to you. If this is the case, I would be grateful if you would confirm our agreement by signing, dating and returning the enclosed copy of this letter.

Yours sincerely,



**Phil Jones**  
Chief Executive Officer

Signed for and on behalf of the Organisers )  
by its duly authorised officer and )  
representative in the presence of: )

)  
)  
)  
.....

(Witness name) .....  
.....

(Witness signature) .....

Dated: .....

## Schedule 2

### Yachting Australia National Events Application Information Form

To assist in the coordination of Australian Championships, Yachting Australia requests your assistance by providing the following information about the upcoming event.

If you are responsible for conducting multiple events, please complete a separate form for each event. Please enter information electronically. Please return all information to the Yachting Australia (details below).

Item	Description
Event Name	Australian xxxx Championship 2010
Proposed Event Start Date	
Proposed Event End Date	
Organised by	
Event Location	
Club	
State	
Contact Name (this person will be Yachting Australia's main contact regarding Contracts, NOR etc)	
Contact Address	
Phone	
Mobile	
Fax	
E-mail	
Website	
Address for payments to be forwarded to	
Additional Links	
Any Additional Information	
Promotion/Media Contact	Please advise if there has been a media person appointed for the event or who we should contact for information (I.e. Event Pictures, results)
Contact Name:	
Contact E-mail:	
Contact Phone:	
Current Promotional Activity/Expected Coverage:	

Please give us an indication of any current or proposed Promotional Activity. (I.e. Promotional packs, websites) Feel Free to attach any example)	
<b>Sponsors:</b>  Please provide us with any information regarding prospective Sponsors  As indicated in Section 1.3 & 1.6 of the conditions of conduct, Yachting Australia has ownership of sponsorship, broadcast, news media and intellectual property rights for the Championship, which will be negotiated with the Organising Authority as necessary.	A naming rights sponsor may only be appointed and approved by Yachting Australia.  Please contact Alastair Snell (General Manager) <a href="mailto:Alastair.snell@yachting.org.au">Alastair.snell@yachting.org.au</a> 02 8424 7407
<b>Name Organisation/Company/Business etc</b>	
<b>Information on the Organisation/Company/Business etc</b>	
<b>Level/Type of Sponsorship</b>	
<b>Contact Name</b>	
<b>Contact Number</b>	
<b>Event</b>	
<b>Proposed Entry Fee</b>	
<b>Proposed Damage Deposit</b>	
<b>Maximum Number of Entries</b>	
<b>Type of Boats to be used</b>	
<b>Number of boats supplied</b>	
<b>Proposed Course Area</b>	
<b>Race Officer Name</b>	
<b>Race Officer Contact Number</b>	
<b>Chief Umpire Name</b>	
<b>Chief Umpire Contact Number</b>	
<b>Jury Chairman Name</b>	
<b>Jury Chairman Contact Number</b>	
<b>Members</b>	
<i>Name</i>	
<i>Contact Number</i>	
<i>Name</i>	
<i>Contact Number</i>	
<i>Name</i>	
<i>Contact Number</i>	

<i>Name</i>	
<i>Contact Number</i>	
<b>Venue:</b> Please provide some information on the venue/ facilities, condition/weather. This may also be a handy inclusion in the regatta booklet.	This information will be posted on the Yachting Australia Microsite and will be useful to competitors and spectators.
<b>Condition</b>	
<b>Weather</b>	
<b>Canteen</b>	
<b>Rigging Area</b>	
<b>Support Boat berths</b>	
<b>Internet</b>	
<b>Boat Shed</b>	
<b>Water Usage</b>	
<b>Storage</b>	
<b>Other</b>	
<b>Surroundings:</b>  Please Provide us with information on local businesses/facilities in your local area.  This information will be posted on the Yachting Australia Microsite and will be useful to competitors and spectators.  This may also be a handy inclusion in the regatta booklet.	Address, Contact Number, Opening Hours etc
<b>Local Accommodation/Packages:</b>	
<b>Chandler/Rigging</b>	
<b>Sail Making</b>	
<b>Fibre Glass</b>	
<b>Emergency</b>	
<b>Hospital/ Emergency</b>	
<b>Dentist</b>	
<b>Chemist</b>	
<b>Chiropractic</b>	
<b>Physiotherapist</b>	
<b>Post Office</b>	
<b>Supermarket</b>	
<b>Car Rental</b>	
<b>Shopping Centre</b>	

<b>CBA, NAB, Westpac and ANZ ATMs</b>	