



AGREEMENT BETWEEN THE DISTRICT EXECUTIVE COMMITTEE AND  
CHANONRY SAILING CLUB AS A SPONSORING AUTHORITY OF  
1<sup>ST</sup> AVOCH SEA SCOUTS  
GASOGA MARA ABHAICH

I, Miles Mack of Chanonry Sailing Club (the Club), acting as Commodore, agree that the Club undertakes the Sponsorship of the 1<sup>st</sup> Avoch Sea Scouts of The Scout Association (Sea Scouts) and I further acknowledge that such sponsorship shall be subject to the following conditions:

1. I accept without reservation the policies of The Scout Association as set out in the "*Policy, Organisation & Rules*" (POR) <sup>1</sup>
2. I understand the requirements of the minimum standards as set out in POR and that these must be applied to the Group. <sup>2</sup>
3. The Club will provide the use of the clubhouse, harbour, slipways and dinghy park to the Sea Scouts within the constraints placed on all members. <sup>3</sup>
4. Membership of the Sea Scouts is open to any person who may become a Member of The Scout Association as laid down in POR. As a Group undertaking organised activities, the Sea Scouts will enjoy the same rights as other Club members (Ordinary category) with the exception of voting rights.
5. The Club shall assist the Group Scout Leader and the District Commissioner in ensuring the continuity of leadership within the Group.
6. I undertake to enter into an agreement with the Group Executive Committee determining the ownership of equipment and furniture; and investments and funds as between the Club and the Group and to countersign a statement of such determination or allocation to be lodged annually with the District Scout Council. <sup>4</sup>
7. I undertake to give the Group Scout Leader the fullest possible encouragement and support in carrying out his/her work and in the development

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<sup>1</sup> A full and up to date copy of POR is available online at [www.scoutbase.org.uk](http://www.scoutbase.org.uk)

<sup>2</sup> This sponsorship agreement forms part of the minimum standards. Reference should be made to Rule 3.14 of POR (Appendix 1)

<sup>3</sup> A summary of rights is attached (Appendix 2)

<sup>4</sup> Ownership of Property, Funds and Financial Obligations (Appendix 3)



of Scouting in the Group as described in POR and other official publications of The Scout Association.<sup>5</sup>

8. I understand that this Agreement shall be subject to review and revision as necessary five years from the date hereof or at such earlier date as may be agreed between the Commodore and the District Chairman then in office.

Date:

Sponsoring Authority:

I acknowledge that the above is a true statement of the Agreement reached, after due consultation between Chanonry Sailing Club, 1<sup>st</sup> Avoch Sea Scouts and the District Commissioner for the conduct of Scouting in the 1<sup>st</sup> Avoch Sea Scouts.

Date:

District Commissioner:

Appendices:

1. Rule 3.14
2. Summary of Rights & Responsibilities Management & Training of Sea Scouts
3. Ownership of Property, Funds and Financial Obligations

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<sup>5</sup> Management & Training of the Sea Scouts (Appendix 2)



## Appendix 1

### Rule 3.14 The Sponsored Scout Group

- a. Guidance on sponsoring agreements, responsibilities of sponsoring authorities and agreements with regard to property and equipment are contained within the factsheet Community Sponsorship available from the Scout Information Centre.
- b. A Sponsored Scout Group can be sponsored by an organisation approved by Headquarters. The Group will have a policy of recruitment defined in a formal agreement with the Sponsoring Authority.
- c. Examples of approved organisations include religious bodies, schools, industrial or commercial firms, residents' and community associations and formations of Her Majesty's Forces.
- d. In the case of a Sponsored Scout Group which is sponsored by a university, college or school, membership of the Group must be voluntary for the students or pupils of the Sponsoring Organisation.
- e. Sponsored Scout Groups may have a policy of unrestricted or restricted recruitment as defined in a formal agreement between the District Executive Committee and the Sponsoring Authority.
- f. No restriction on recruitment may be made which contravenes the provisions of any law.
- g. The organisation which sponsors the Group shall appoint a person or committee to act as the Sponsoring Authority. The District Commissioner must be informed of this appointment. This would normally be the Commodore of his nominee.
- h. In the event of a disagreement between the Sponsoring Authority and the Group Scout Leader, the matter must be referred to the District Commissioner. (See Chapter 15 for further information)



## Appendix 2

### Summary of Rights & Responsibilities Management & Training of Sea Scouts

The Sea Scouts may:

- Store up to 4 dinghies in the dinghy park
- Enter into a separate agreement with the Club for the use of one trot mooring
- Use the clubhouse on a non exclusive basis
- Use the clubhouse on an exclusive basis by prior arrangement
- Use the harbour and slipway
- Share the dinghy and powerboat fleet when not in use by the Club
- Bid for places on Club training courses (at charges equivalent to Ordinary members)
- Be represented and have speaking rights within the Club\*
- Not have voting rights at the Club
- Run their own RYA training courses under the authority of the RYA Principal and subject to RYA rules

\*The skipper, or his representative, may request or be requested to attend a club committee meeting to discuss matters of mutual interest.

The Sea Scouts shall:

- Consult with the harbourmaster regarding boat movements within the harbour and on the slip
- Follow the directions of the RYA Training Principal (subject to POR) on RYA training courses
- Replace any consumables used in the course of Sea Scout training (fuel, oils etc.)
- Help out with training and events from time to time
- Share their dinghy and powerboat fleet, when not in use, with CSC for training purposes or for the maintenance of moorings.

During Club organised events, the Club provides organisation and safety cover for all water based activities associated with the Club sailing and training programme.

The Sea Scouts agree to follow the directions of the Club Safety Officer; the Club will either provide suitably equipped safety boats manned by RYA Safety Boat drivers, or will request the assistance of a Sea Scout safety boat driver.



Sea Scouts are prohibited from taking part in any activity unless it meets the standards laid down by the Scout Association or the RYA (whichever is higher).

The Sea Scouts accept that the Club and duty officials shall not be liable for any loss, damage, death or personal injury caused to the Sea Scouts as a result of taking part in Club organized events, except for such caused by the negligence of the club, its servants or agents.

The management, supervision and good order of the Sea Scouts is the responsibility of the Sea Scout Group. In the event of a problem with sea scouts individually or collectively, the duty leader must be informed at the earliest opportunity who will take charge of the situation. This does not exclude sensible intervention by Club officials to ensure safety.

The Sea Scouts shall maintain a minimum insurance cover of £2,000,000 Third Party Liability for all their boats used at the Club and they will fully indemnify the Club against all claims for loss, injury or damage to the person or property of any other member of the Club or of the general public for which they are legally liable.

Nothing in this agreement shall contravene the scout documents, "Policy, Organisation and Rules", various water activity factsheets and other official documents of The Scout Association. These are available on request, or can be found at [www.scoutbase.org.uk](http://www.scoutbase.org.uk)



## Appendix 3

### Ownership of Property, Funds and Financial Obligations

This agreement is written in accordance with Rule 3.14 of “Policy, Organisation & Rules” of The Scout Association, to confirm the following agreement which we have made together.

1. That the following items are the property of the 1<sup>st</sup> Avoch Sea Scouts of The Scout Association:
  - All items stored at Avoch Sea Scout stores
  - All boats and associated equipment marked as Scout Registered Craft
  - All additional equipment marked as Scout equipment
  
2. That the following items are the property of the Club or individual Club members:
  - All boats, equipment and other resources stored at the Club not marked as “Scouts”
  - The Clubhouse
  
3. In the event of the Group being disbanded 0% per cent of the balance of the Sea Scouts’ account at the Fortrose Branch of Bank of Scotland shall belong to the Sponsoring Authority and 100% per cent shall be deemed to be the assets of the Group to be disposed of in accordance with Rule 13.5 of “*Policy, Organisation & Rules*” of The Scout Association.
  
4. In the event of the Group being disbanded, and in accordance with Rule 13.7, the assets of the sea scouts shall be deemed assets of The Scout Association. Disposal of marine assets shall be the subject of a separate negotiation between the District Commissioner and the Commodore.
  
5. The Club undertakes to support the Sea Scouts by waiving the membership fee for the Group.
  
6. The Club will insure its own boats. The Sea Scouts will insure their own boats. Insurance cover extends on both policies to cover both the Club and the Sea Scouts. We will review this annually, at the time of policy renewal.

Date:

Group Secretary:

The Club: