



**ROYAL HONG KONG YACHT CLUB**  
**REQUEST FOR PROPOSAL FOR THE**  
**APPOINTMENT OF SPORTING SUB-CONTRACTOR AT SHELTER COVE**

**1. Introduction**

The opening up provisions set out in the new Private Recreational Leases (PRL) for Shelter Cove require the Royal Hong Kong Yacht Club ("the Club") to fulfill the following requirements:

- To make 30% of the sporting facilities available to Eligible Outside Bodies (EOB)
- To organise at least 240 hours a month of sports training programmes that members of the public can enroll on.

Given space and its own available resources, the Club is looking to outsource sea kayak operations at Shelter Cove and invites proposals from potential sub-contractors ("Contractor").

**2. Requirements**

**2.1 Relationship with the Hong Kong Canoe Union (HKCCU)**

There are two models which a Contractor can follow in running sea kayak operations at Shelter Cove:

- The Contractor runs HKCCU courses with HKCCU approved coach. The Club together with the Contractor would need to arrange for the site to be recognised as a HKCCU training centre, and the Contractor would need to nominate HKCCU certified coaches.
- The Contractor is a member of HKCCU and runs their own sea kayak courses.

The contractor must confirm which of the two models it will be following and provide evidence of the necessary memberships or authorisations.

**2.2 Operations Plan**

The Club intends to purchase nine (9) single seat sea kayaks in order to operate courses and programmes at its Shelter Cove facility. Potential Contractors are asked to submit a plan which includes but is not limited to the following:

- Details of the intended courses;
- How they intend to market courses to members of the public;
- The anticipated hours of usage by members of the public, for weekdays and weekends per month respectively;
- How many course hours will be available to Club members;
- A safety plan, which must be of a standard similar to that which the Club has implemented at its facility at Middle Island.
- Should it become apparent that the enrolment rate of the courses is not satisfactory, the Contractor is obliged to meet with the Club to review the contents of the courses and the pricing.

### 2.3 **Qualifications**

- a) The Contractor must demonstrate that any coaches employed by, or contracted to, the Contractor at Shelter Cove holds a qualification issued by either HKCCU, or an acceptable equivalent.
- b) The minimum qualifications/certificates to be supplied to the Club for each of the Contractor's coaches are:
  - i. A qualification issued by an NSA (eg HKCCU)
  - ii. A current first aid qualification
  - iii. Their HKID (and valid work visa if necessary)
  - iv. A PVOL certificate
  - v. A Sexual Conviction Record Check (SCRC)

### 2.4 **Pricing**

Without setting hard and fast rules, the Club suggests that the Contractor consider the following criteria in its proposal:

- The pricing of equivalent courses already being run by the Club for its Rowing and Paddle Sports courses.
- Discounts for members and members of staff attending courses run by the Contractor.
- A mechanism which allows a reasonable number of spaces on courses to be made available to members.
- The Club may seek a share of revenue to compensate for the usage of Club boats, related equipment and the clubhouse facilities and changing rooms. A figure in the range of 10% to 15% of revenue is suggested.

The Contractor must set out their pricing for the courses they will be providing valid up to end of 2025

### 2.5 **Insurance**

The Contractor must demonstrate that they already have or undertake to have adequate insurance cover for the proposed activities, any coaches employed or contracted for the proposed activities, and any course equipment provided by the Contractor, upon being awarded with this contract.

The Contractor shall be required to indemnify the Club from all claims that may arise from the training from the Contractor's staff, coaches, students or any 3rd party.

### 2.6 **Use of RHKYC facilities**

- a. The Club will provide reasonable access to facilities to enable the Contractor (and their coaches) to operate the agreed plan from the Club's facilities. This may include the ability to park, temporary guest cards for coach and course attendees, storage for small items of equipment used on courses, use of meeting rooms, promotion of the courses on the Club's website etc.
- b. The Club may look to charge for the use of facilities or services. Examples of potentially chargeable facilities or services include:
  - Use of the Club's booking system or other administrative functions

- Use of the Club's sporting equipment such as dinghies or RIBs
- Use of the Club's meeting rooms.

The Contractor should set out what Club facilities they will need to use. This should include storage, use of the Clubhouse, use of showers etc.

## 2.7 **Equipment**

- Whilst the Contractor is encouraged to provide their own equipment they should set out what they will be looking to the Club to provide. This should include boats, safety equipment, RIBs and any other items needed to run the proposed courses.
- A copy of any RIB Registration/ License and insurance provided by the Contractor must be supplied to the Club and kept up to date throughout the contract.
- The Contractor should be responsible for maintenance and insurance of the equipment used.

The Contractor should set out what Club equipment they will need to use.

## 2.8 **Bookings and Administration**

- The Contractor must give details of how it intends to manage bookings for courses;
- The Contractor must declare that it will be wholly responsible for any enquires or issues relating to bookings and administrative matters in respect of services provided by them.
- Whether or not the contractor intends to use the Club's website for the promotion and administration of the courses, the Club will have the right to vet, comment and approve on the contents of the promotion, and the Club's decision shall be final.

## 2.9 **Data sharing**

The Club is required to report usage to the Culture, Sports, Tourism Bureau (CSTB) every quarter. The data required includes:

- Name of the course
- Number of activity hours
- Number of member participants
- Average hourly fee for member participants
- Number of EOB participants
- Average hourly fee for EOB participants
- Number of members of the public
- Average hourly fee for members of the public

The Contractor must demonstrate that it will be able to provide data to the Club in a timely fashion setting out all information required by the Club for reporting to Culture, Sports and Tourism Bureau.

## 2.10 **Potential conflict of Interest**

The Contractor must declare its relationship with any Club members or members of Club staff. Those members or members of staff involved with the Contractor will also be required to declare any conflicts they may have.

## 2.11 **References**

References from former or current customers should be provided.

## 3. **Agreement**

- a. Any arrangement must be subject to an agreement in writing.
- b. That agreement should include the contractual terms and the obligations of both parties, as well as wording covering but not limited to the duration of the agreement (if there is a term agreed), performance targets, monitoring requirements, any other KPIs, consequences of not meeting the agreed targets & KPIs, confidentiality, termination, indemnities, warranties, observance of government policies and/or legislation in relation to discrimination, national security and data protection, data protection, assignment, variation, severance and governing law and dispute resolution.

## 4. **Ongoing Monitoring**

An annual review of the arrangement will be conducted by the General Manager of the Club. Should the running of the courses have caused disrepute to the Club, the Club has the absolute right to suspend & terminate the courses and this contract. In the same respect, the Club also has the absolute right to remove any Coach, Senior Coach or any staff employed by the Contractor from the club premises and further involvement of the courses.

## 5. **Timing**

Submission deadline for proposals is 12 noon on Friday 14<sup>th</sup> June 2024. Proposals should be submitted in a sealed envelope and addressed to:

General Manager,  
Royal Hong Kong Yacht Club  
Kellett Island,  
Hung Hing Road, Causeway Bay,  
Hong Kong

Royal Hong Kong Yacht Club  
May 2024