



# SPECIAL REGULATIONS

These Special Regulations of the Paphos International Sailing Club, hereinafter referred to as the "Association", are to be observed by the members of the Association and are enforced by the Managerial Board, as provided for under Articles 8(B)i and 9jiv of the Articles of Association.

Where additional documents are referenced herein the most current version, as amended from time to time, can be found in the members' area of the Association's website at pisc.com.cy.

Where appropriate, words denoting the singular number only shall include the plural and vice versa, and references to the masculine gender shall include the feminine gender and vice versa.

## **Limitation of Liability and Risk Statement**

**Members, their guests and visitors are expressly bound by the following regulations:**

1. Each member, guest and/or visitor of the Association agrees and acknowledges that they use the facilities of the Association and participate in Association events of their own free will and entirely at their own risk and accept that the Association shall not be nor be deemed to be responsible or liable whether in contract or in tort or under any statute for any personal injury (including illness) which they may suffer or any damage sustained to personal property or any other loss or damage suffered as a result of their use of facilities or participation in events.
2. Sailing is by its nature an unpredictable sport and therefore inherently involves an element of risk. By taking part in sailing and events organised by the Association, each member, guest and/or visitor agrees and acknowledges that:
  - a) they are aware of the inherent element of risk involved in the sport and accept responsibility for the exposure of themselves, their crew and their boat to such inherent risk whilst taking part;
  - b) they are responsible for the safety of themselves, their crew, their boat and their other property while afloat or ashore;

- c) they accept responsibility for any injury, damage or loss to the extent caused by their own acts or omissions;
- d) their boat is in good order, equipped to sail and they are fit to participate;
- e) the provision of a sailing management team, patrol boats and other volunteers by the Association does not relieve them of their own responsibilities;
- f) the provision of patrol boat cover is a convenience provided to members and is limited to such assistance as can be practically provided in the circumstances. No liability whatsoever will be accepted by the Association or support boat crews for any mishap to persons or equipment howsoever it occurs;
- g) it is their responsibility to familiarise themselves with any risks specific to the sailing venue or referred to in the Notice of Race or Sailing Instructions and to attend any safety briefing held at the sailing venue;
- h) they will not participate if under the undue influence of alcohol, drugs or if otherwise unfit to participate.

## **Association Officer Posts**

As provided by Article 9(C) of the Articles of Association, the Managerial Board may appoint non-elected and non-voting Officers. In no particular order, these may include, but are not restricted to:

1. **Offshore Secretary** – Tasked to organise Offshore Sailing activities for the membership.
2. **Training Officer** – Tasked with coordinating and arranging practical training courses, events and sessions for members of the Association.
3. **Dinghy Secretary** – Tasked with assisting the Rear Commodore Sailing and organising dinghy sailing activities for the membership.



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4. Deputy Rear Commodore House – To assist the Rear Commodore House (RCH) in his tasks.
  5. Public Relations Officer – Tasked to liaise with the press and other agencies on Association publicity issues.
  6. First Aid Officer – To act as first aid lead member and to ensure that first aid equipment is kept up to date.
  7. General Boat Manager – Tasked to organise and lead any repairs and maintenance to Association boats.
  8. Merchandise Officer – To procure sailing clothing and other suitable items for sale to Association members.
  9. CySaF Representative – Tasked with acting as the Association’s representative on the board of the Cyprus Sailing Federation.
  10. Webmaster – Tasked with responsibility for managing the Association’s website and domains.
  11. Welfare Officer(s) – Tasked with being present during training courses that include those aged under 18.
  12. Health and Safety Officer – Tasked with development and enforcement of the Association’s Health and Safety policy.
  13. Chief Dinghy Instructor – Takes the lead role with respect to the Association’s dinghy training and liaises with CySaF with respect to the National Training Program.
  14. Chief Powerboat Instructor – Takes the lead role with respect to the Association’s Powerboat training.

Not all the above positions might be filled. Other Officer positions might be developed as required by the Managerial Board from time to time.

The Commodore will issue an agreed list of duties and responsibilities for all elected and nonelected Officers.

The Managerial Board may, from time to time, invite other Officers of the Association to attend meetings and/or take part in discussion on aspects specifically relevant to their area of activity. Other Officers and/or members of the Association may also be co-opted onto sub-committees formed by the Managerial Board under Article 9Jviii of the Articles of Association.

## **Finance**

The following guiding principles will be adopted by the Managerial Board:

1. Where practical, a contingency fund will be retained that will afford the Managerial Board the means of reacting to unforeseen events that might require sudden expenditure at the clubhouse or at the sailing venue, whether that be based on facilities or equipment. Subject to practical circumstances, minimum cash on hand of €10,000 will be retained.
2. All capital expenditure will be considered in light of the amount involved and the benefit that can accrue to the Association. An upper limit of €4,000 will be adopted beyond which capital expenditure that, in the view of the Managerial Board, is discretionary in nature should be subject to approval by the members at a general meeting.
3. Any long term legal contract that will bind the Association in ways that do not form part of the Association’s normal day-to-day activity will be subject to approval by the members at a general meeting.
4. Information regarding the above will be made available for membership comment in the members’ area of the club website.

The Managerial Board will have the flexibility to balance its strict adherence to the guiding principles with the need to execute its responsibility to properly manage the financial affairs of the club.

The Managerial Board shall endeavour to make available the audited accounts of the Association at least 48 hours prior to the Annual General Meeting, by posting to the members’ area of the club website.





## **Official Notices to be posted to the Association's website**

In addition to the requirements of the Articles of Association, the following notices will be posted as described:

1. The joining fee and subscriptions in force at any time shall be displayed on the Association's website.
2. Notice of an Extraordinary General Meeting (EGM) shall be posted in the members' area of the Association's website.
3. Changes to the Special Regulations shall be posted in the members' area of the Association's website.

## **Membership**

1. Every candidate for membership shall complete an application form.
2. The application form together with the appropriate fees shall be forwarded to the Membership Secretary who will arrange a joining interview, at which point a 3 month probation period is initiated.
3. The Membership Secretary shall establish and verify each applicant's credentials for membership and bring these to the attention of the Managerial Board.
4. Members of the Managerial Board are expected to make themselves known to such candidates over the course of the probation period, and subsequently ratify the membership of successful candidates.
5. Details of new member applications will be posted on the clubhouse notice board and the members' area of the Association's website for comment by the membership.
6. Any candidates deemed unsuitable for membership shall have the subscription portion of their fees refunded, prorated as appropriate.
7. Successful candidates will be issued with a membership number and card and become eligible to vote at general meetings of the Association.
8. The Membership Secretary may, at his discretion, extend the probation period, particularly where candidates are absent from club activities for the most part of their initial probation period.

**Non-discrimination:** Eligibility as a candidate for membership is open without discrimination on grounds of ethnicity, nationality, sexual orientation, religion, beliefs, sex, age or disability except as a necessary consequence of the requirements of sailing to any person, whether the owner of a yacht, boat, sailboard or not. Limitation of membership according to available facilities is allowed on a non-discriminatory basis.

**Life Membership:** Applications for Life Membership made under Article 5(B) of the Articles of Association shall only be considered favourably when made by existing members who, in the opinion of the Managerial Board, have demonstrated outstanding service to the Association over an extended number of years, the terms of which shall be determined at the time of application.

**Personal Information:** It is incumbent upon members to notify the Membership Secretary of any change to their personal details or status. Members' personal information will only be used in accordance with the PISC Data Protection Statement, as amended from time to time.

**Notices:** Any notice sent by an Officer of the Association to an email address on file shall be deemed to have been duly delivered.

**Postponement of Membership:** A member who anticipates being unable to use the Association or its facilities for the whole of any one year may be excused payment of the annual subscription and/or other fees provided written notice, prior to the expiry of the current subscription period, is given to the Membership Secretary. A member wishing to be re-instated during the year in question shall pay the annual subscription in full.





## Visitors

All but Honorary and Temporary members are entitled to introduce visitors to the Association under the following rules:

1. PISC is a private members club; its premises and facilities are not open to the public. Names of all visitors must be entered in the Guest Book.
2. Normally a maximum of two visitors per member for a single visit will be allowed. Members wishing to introduce a higher number of visitors must inform an Officer in advance.
3. The same visitor may not be introduced more than four times in any calendar year.
4. The introducing member is responsible for the behaviour of, and any damage that may be caused by, visitors introduced by him.
5. Members shall be responsible for any debts that their guests may incur.
6. All visitors will be bound by the Articles of Association and these Special Regulations. Any member of the Managerial Board may at any time require a visitor to leave the Association's premises.
7. Any member under suspension, or who has resigned, or has not paid arrears due to the Association, or has had a membership application declined, or whose membership has been terminated shall not be introduced as a visitor without the approval of the Membership Secretary.

## Disciplinary Matters

1. Every member, upon joining the Association and thereafter, is deemed to have notice of, and undertakes to comply with, the Articles of Association and these Special Regulations. Any refusal or neglect to do so, or any conduct that, in the opinion of the Managerial Board, is a nuisance or interferes with the rights of other members or visitors or in a manner injurious to the interests of the Association shall render a member liable to disciplinary procedures and possible expulsion.
2. Any complaint by a member shall be made to an appropriate Flag Officer of the Association. Members shall not be entitled to rebuke any Officer, volunteer or staff member of the Association. All complaints will be brought to the attention of the Commodore, or Vice Commodore in his absence, as soon as is possible. If the Flag Officers are not able

to resolve a complaint then the complainant shall have the right to submit the complaint in writing, within seven days, for a subsequent hearing before the Managerial Board. If the complaint is about a third party they will then be informed and given the right to respond to said complaint at the same hearing.

3. The following procedure will be implemented where the Association's Flag Officers have to take disciplinary action with a member, or members who might bring the Association into disrepute. Disciplinary action might be considered for altercations within the Association or its environs, including alternate sites, and other disciplinary misdemeanours that cause concern to Flag Officers, Officers or other members.
  - a) Any member subject to disciplinary proceedings will have a full and fair hearing.
  - b) Any member so accused will be advised of the details of the complaint not less than seven (7) days prior to a hearing.
  - c) The member will be asked to attend a meeting of the Managerial Board (or subcommittee as nominated by the Managerial Board).
  - d) Any member of the Managerial Board who is either one of the complainants or the accused, or who has been involved in the disciplinary action against the member, shall take no part on the panel that hears the complaint.
  - e) The member should be given written statements made by the complainant and any witnesses.
  - f) The member will be entitled to bring someone to the meeting with him/her.
  - g) The member will be entitled to have his/her own witnesses.
  - h) If after due consideration by the Managerial Board, the complaint is upheld, then disciplinary action will be taken as provided by the Articles of Association.





## Clubhouse

**Hours of Operation:** The clubhouse is open at times agreed and published by the Managerial Board, as amended from time to time.

**Decorum:** Proper decorum must be observed on the premises of the Association at all times.

**Private Food and Beverage:** No Member or guest is permitted to bring liquid refreshments or food into the clubhouse for consumption at any time.

**Illegal Drugs:** No member or guest shall be in possession of illegal drugs on the premises of the Association. Any member found in possession shall be liable to immediate expulsion as a member.

**Private Property:** No member shall use the private property of another member without his permission.

**Commerce:** No member shall participate in any commercial venture on the Association's premises.

**Dress Code:** Members are expected to dress appropriately when attending the clubhouse. Bathing costumes and/or singlets are not considered appropriate.

**Notices:** No advertisement, subscription list or other notice may be circulated or posted on the Association's premises without the prior approval of the appropriate Rear Commodore.

**Vehicles:** All vehicles must be driven with due care and attention on the Association's premises, and parked only in designated areas. Parking across the clubhouse entrance is not allowed, except for temporary loading and/or unloading.

**Waste Disposal:** No rubbish or waste of any nature shall be dumped anywhere on the Association's premises.

**Private Functions:** Use of the clubhouse by members for a private function must be applied for to the RCH or his appointed representative and must adhere to any guidelines published by the Managerial Board, as amended from time to time. A decision to allow or disallow a function is final.

**Member Access:** Members who are not assisting with the serving of food and/or drink during any particular opening session shall not enter the clubhouse service area, being defined as the kitchen, bar and utility rooms. The remainder of the clubhouse is referred to as the general area.

**Animals:** Animals brought to the Association's premises are the responsibility of their owner. Service dogs are welcome in the general area, see above. Other

dogs are permitted only on the patio when meals are not being served and must be on a lead at all times. Any dog causing a disturbance must be removed from the premises by the owner. Feral animals must not be fed on club premises. Owners are responsible for clearing up any fouling by their pets.

**Utilities:** Water, phone and electricity supplies are for use of the Association only. Private use of the Association's utility services must have prior authorisation from an appropriate member of the Managerial Board.

**Clubhouse Duties:** All members are expected to support activities at the Clubhouse by volunteering for bar and/or other duties.

**Smoking:** Smoking is only permitted on the patio, where ashtrays must be used and cigarettes properly extinguished before disposal in an ash tray. Smokers should take care to avoid smoking near people who are eating.

**Alcohol:** Any member of the Managerial Board, or Duty Manager after consultation with a member of the Managerial Board, may refuse the serving of alcohol to anyone considered by them to be unduly under the influence of alcohol or who may be causing unnecessary disturbance.

**Kitchen:** Kitchen contractors and/or volunteers working in the kitchen may not consume alcohol whilst on duty.

## First Aid and Fire Safety

1. **First Aid Kits** are kept in the following locations:
  - a) At Agios Georgios:
    - One in the equipment box for each Patrol Boat
    - On the west wall immediately inside the Safety Koula rib shed
  - b) At the Clubhouse: In the utility room behind the kitchen, by the rear entrance

First Aid Kits should not be removed from the above locations except for temporary use and should then be immediately returned. Any member utilising any of the contents should complete the applicable Accident and Incident book and advise the First Aid Officer at the earliest opportunity.



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2. **Fire safety equipment** is kept in the following locations:
- a) Fire Extinguishers at Agios Georgios:
    - One in each patrol boat
    - One small and one large, each coloured red, at ground level on the west wall inside the Safety Koula rib shed
  - b) Fire Blanket at Agios Georgios: on the west wall inside the Safety Koula rib shed
  - c) Fire Extinguishers at the Clubhouse:
    - By the main (front) entrance
    - In the utility area behind the bar
    - In the utility area behind the kitchen

Any member utilising a fire extinguisher must advise the appropriate Rear Commodore at the earliest opportunity.

### **Sailing Venue at Agios Georgios (AG)**

**Patrol Boats:** The Association's boats are to be documented, operated and maintained in accordance with appropriate legislation and in accordance with any PISC Patrol Boat Operating Instructions. All users must hold a valid Department of Merchant Shipping High Speed Small Vessel Operators Licence (HSSVOL). Boats shall not be used without current insurance, including Third Party Indemnity Insurance. They shall be operated at minimum steerage way in Agios Georgios harbour, and shall not cause any disturbance or inconvenience to other craft. It is mandatory for those using Association boats to wear suitable buoyancy aids at all times when afloat.

**Towing Vehicle:** The Association's vehicle is to be documented and maintained in accordance with appropriate legislation and may only be used in accordance with the PISC Towing Vehicle Guidance Instructions. The vehicle shall not be used without current insurance.

**Agios Georgios Dinghy Park:** The Association has an agreement with the landowner at Agios Georgios through which the Association and its members may leave dinghies within the agreed boat parking areas, which may vary from time to time. Except for special events, it is expected that only Association authorised boats are on the park.

Any other boats are to be notified to the Rear Commodore Sailing (RCS). Repair work may be carried out in the dinghy park, but at the end of each day the area must be left neat and orderly. **Agios Georgios Dinghy Storage:** Storage facilities for members' boats at Agios Georgios are limited. Any member wishing to leave a boat must first seek permission from the RCS and may be placed on a waiting list. Members are reminded to take into consideration prior advice given by the RCS before committing to significant dinghy purchase and transportation.

**Agios Georgios Rib Sheds:** All contents of the 2 rib sheds and the Bosun's locker are the property of the Association. Any members wishing to use such equipment are to seek permission from the RCS, the Officer of the Day (OOD) or the General Boat Manager. All such equipment used is to be returned promptly and in a serviceable condition. Any member wishing to store their private equipment in the rib sheds must first seek permission from RCS.

**Agios Georgios Car Park:** The landowner has requested that members only park their cars in previously agreed areas. Members should park to the seaward side of the boat park and in the area immediately in front of the rib sheds. The remaining parking spaces are intended for the use of the general public.

**Association Dinghy Use:** Dinghies owned by the Association are available for all members to use, subject to a maintenance charge per head in accordance with the Guidance For The Use of Club Boats. Prior to members being permitted to helm a boat owned by the Association, the RCS or his assigned representative may, in their absolute discretion, require that member to demonstrate their sailing ability in the company of one of the Instructors or Assistant Instructors or an experienced member. It is mandatory for those using Club dinghies to wear suitable buoyancy aids at all times when afloat.

**Association Dinghy Care:** Members are to care for all dinghies as if they were their own. Any defect should be immediately reported to the appropriate Boat Buddy, the Bosun, or the RCS for noting and subsequent repair by a working party.





**Insurance:** All members' dinghies situated at Agios Georgios must carry Third Party Indemnity Insurance.

**Private Dinghy Storage:** Members' private dinghies, road trailers and trollies must be clearly marked with the owner's name and sail number.

**Protection:** To help prevent damage from a sudden increase in wind, all dinghies, whether private or owned by the Association, should be roped down to ground pins and covered overall when unattended. Boats facing west should be further secured with an extra pin at the bow.

**Sailing Fees:** To help defray infrastructural and operational costs, members and their guests are required to pay sailing fees as prescribed by the Managerial Board, and as amended from time to time.

**Sailing Duties:** PISC is a self-help Association dependent entirely on the goodwill and efforts of its members. All sailing members are expected to support activities at Agios Georgios via volunteering for sailing related duties such as Officer Of the Day, Patrol Boat or Beach launch and recovery duties. Periodically, a duty roster is published based upon members' indicated availability. Once published it is the responsibility of each person to attend at the designated time and if for any reason the duty cannot be fulfilled then the individual must arrange a substitute and advise the RCS accordingly.

**Food and Beverage:** At times when it is open for business, members and their guests shall not consume their own food and beverage in the area operated by the Mandoulis Cafe.

**Smoking:** Smoking is not permitted in the RIB sheds.

**Alcohol:** Any Member who is under the influence of alcohol may not operate or be part of the crew on any of the Association's boats.

## **Training**

**Eligibility:** Courses organised by the Association are open to all members in good standing. Courses may be subject to limitation on the number of participants and may stipulate eligibility requirements such as age, or skill prerequisites, all as determined by the Training Officer. The decision of the Training Officer on eligibility to a course is final.

**Application and Payment:** Members who apply for a course, or their legal guardian, are required to sign an application form, including a legal waiver of liability. On acceptance, the full course fee, if any, must be paid or the place may be offered to another applicant.

**Pre-requisites:** The Training Officer will provide participants with a list of safety, welfare and other requirements for each course as deemed appropriate in his absolute discretion. It is a pre-requisite for attendance on a course that a participant adheres to the requirements of the Training Officer. Failure to do so will lead to exclusion from the course.

**Cancellation:** If the Association cancels a course either before or after it has started, full or partial reimbursement will be made to participants as deemed appropriate at the discretion of the Training Officer.

**Non-refundable:** If a participant is unable to attend a course due to unforeseen circumstances and the Association is able to fill their vacated place, a full refund of the course fee will be made. In all other cases, unless the Training Officer, at his discretion, considers that there are particular extenuating circumstances, course fees are non-refundable, even if a participant is prevented from attending as a result of disciplinary or other action.

