

**Operational Procedures
Of the
Dubai Offshore Sailing Club**

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OVERVIEW

1. Purpose, Scope and Structure of this Document

- 1.1. This document supports the DOSC Constitution and provides additional information, rules and regulations that relate to the organisation and day to day running of DOSC.
- 1.2. This document should be read in conjunction with the DOSC Constitution. If anything in this document contradicts the DOSC Constitution then the DOSC Constitution takes precedence. Defined terms are to be understood to take the meaning provided to them in the Constitution.
- 1.3. The document is organised into three sections:
 - (a) Overview - This section lays out the purpose of this document, and general information on the Club and it's operating procedures.
 - (b) Section A - Those aspects of the club operations that can be altered only by a majority vote of the membership at a General Meeting.
 - (c) Section B - Those aspects of the club operations that can be altered by the Board of Directors through a vote at a Committee Meeting.

2. Introduction

- 2.1. The Board of Directors of the Club and the Advisors as described in Section A2 will be known as the "Committee".
- 2.2. The Committee manages the Club, controls its assets and property, and conducts its affairs as provided for in these regulations or by law.

3. Rules, Regulations and Procedures

- 3.1. The rules, regulations and procedures set out in these Operational Procedures are binding on the Committee and all Club members.
- 3.2. The Committee may initiate any of the disciplinary procedures identified within Section A7 against a Member failing to abide by the Operational Procedures.
- 3.3. The rules, regulations and procedures identified in Section A can only be amended through approval by the Membership at a General Meeting.
- 3.4. The rules, regulations and procedures identified in Section B can be amended by a two-third vote of the full Board (for the avoidance of doubt a minimum of six votes would be required to pass an amendment). Following an amendment the membership will be notified.
- 3.5. All questions regarding the interpretation of Operational Procedures will be determined by the Board and be final unless rescinded by the Board or otherwise countermanded through a vote of the Membership on a motion raised by a Member at a General Meeting.

SECTION A

COMMITTEE

A1. Advisors to the Committee

- 1.1. The Committee may rely on Advisors to support the fulfillment of its duties.
- 1.2. The Committee may appoint or reappoint other Advisors to assist the Committee as necessary, either on a standing or temporary basis. Such Advisors may serve for a fixed term to be defined at the time of appointment or reappointment, but this term should, in any case, not be longer than the term applicable to committee positions, being two years.
- 1.3. Standing Advisors are those who fill permanent roles as described in Section A2. These positions will be appointed by the Board. In identifying a candidate for a standing role, the Committee will notify the Membership of the role to be filled to enable Members to express interest in applying for the role.
- 1.4. Advisors appointed pursuant to this section shall not be entitled to vote on matters before the Committee.

A2. Standing Advisors to the Committee

- 2.1. Three Standing Advisors will be added to the nine (9) member Board identified in the Constitution to cover important aspects of the Club Operations:
 - (a) Dinghy Advisor
 - (b) Keelboat Advisor
 - (c) Safety Boat Advisor
- 2.2. These Advisors will have the duties as described below.
 - (a) **Dinghy Advisor.** Manages the dinghy fleet and contributes to the organization of racing by:
 - (i) Assisting Rear Commodore/Sailing Manager in organizing dinghy racing and training.
 - (ii) Representing the views and needs of the dinghy fleet at main Committee meetings and Sailing Sub-committee meetings.
 - (iii) Overseeing the management of the boat park and Club dinghies.
 - (iv) Sitting on the Membership Sub-committee.
 - (v) Sitting on the Sailing Sub-committee.
 - (b) **Keelboat Advisor.** Manages the keelboat fleet and contributes to the organization of racing by:
 - (i) Assisting Rear Commodore/Sailing Manager in organizing keelboat racing and cruising.

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- (ii) Representing the views and needs of the keelboat fleet at main Committee meetings and Sailing Sub-committee meetings.
 - (iii) Overseeing the maintenance of the Club keelboats.
 - (iv) Sitting on the Membership Sub-committee.
 - (v) Sitting on the Sailing Sub-committee.
- (c) **Safety Boat Advisor.** Manages the provision of an effective Safety Boat function by:
- (i) Assisting Sailing Manager in organizing safety cover for Club races and briefing crews.
 - (ii) Ensuring that at least one safety boat is on station and ready for duty at all times.
 - (iii) Maintaining a list of qualified drivers and crew; assessing and accepting new drivers and crew as necessary and co-coordinating training with the Sailing Manager.
 - (iv) Overseeing the management of the rescue boats maintenance, including engines, controls, running gear including lights where fitted, anti-fouling, and general repairs, including the safety boat trailer.
 - (v) Ensuring a sufficient supply of serviceable radios is maintained.
 - (vi) Overseeing licensing of radios and training of operators as required.
 - (vii) Sitting on the Sailing Sub-committee.

A3. Flag Officers

- 3.1. The Flag Officers of the Club shall be entitled to fly such modified versions of the Club burgee as may be approved by the Committee in accordance with established conventions.

A4. Sub Committees

- 4.1. Four Sub Committees are identified in the Constitution. Membership is as follows:

4.2. **Finance Sub-Committee:**

- (a) Commodore (Chairperson)
- (b) Vice Commodore
- (c) Hon. Treasurer
- (d) Club Manager
- (e) Hon Secretary (A/R)

4.3. **Facilities Sub-Committee:**

- (a) Vice Commodore (Chairperson)

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- (b) Buildings Member
 - (c) House Member
 - (d) Club Manager (A/R)

4.4. **Sailing Sub-Committee:**

- (a) Rear Commodore (Chairperson)
- (b) Dinghy Advisor
- (c) Keelboat Advisor
- (d) Marina Member
- (e) Safety Boat Advisor
- (f) Fleet Captains (A/R)
- (g) Club Manager (A/R)
- (h) Sailing Manager (A/R)

4.5. **Membership Sub-Committee:**

- (a) Membership Secretary (Chairperson)
- (b) Dinghy Advisor
- (c) Keelboat Advisor

(A/R) - as required

A5. Committee Vacancies

5.1. As referenced in Section 17.2 of the Constitution, the Committee may fill certain Committee positions through co-option. In the event that a position is filled through co-option,

- (a) the proposed Member must meet the criteria specified in Sections 15.3, 15.4, 15.5 and Section 12 of the Constitution; and,
- (b) the proposed Member must also be vetted by the CDA, as described in Section 15.7 of the Constitution.

MEMBERS

A6. Election and Retirement of Members

6.1. Every candidate for membership shall be nominated by one member and seconded by another and his or her name and address and any other particulars the Committee may require shall be sent to the Membership Secretary.

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- 6.2. Members, other than Honorary Members, may be elected at any meeting of the Committee.
- 6.3. Any member whose subscription is more than 30 days in arrears shall be deemed to have resigned.

A7. Conduct of Members

- 7.1. Any member on joining the Club implicitly undertakes to comply with the Constitution and Operating Procedures of the Club. If a member fails to comply with the Club Constitution or these Operating Procedures or is, in the opinion of the Committee, guilty of any conduct prejudicial to the interest of the Club or unbecoming of a Member, the Committee may impose the following Sanctions upon Members:
- (a) reprimand the member;
 - (b) fine the member, provided that such fine shall not exceed one half the annual subscription of a Member of the Club;
 - (c) suspend the member from exercising the rights and privileges of Membership for such period as determined by the Committee; or,
 - (d) expel the member.
- 7.2. Any charge of misconduct, negligence or cause for expulsion under this Section (A7) must be endorsed by at least six voting members of the Board.
- 7.3. At least 7 days before the Committee holds a meeting to consider the application of Sanctions, the Committee must give written notice to the Member which states:
- (a) the allegations against the Member;
 - (b) the proposed Sanctions to be applied; and,
 - (c) that the Member has an opportunity at the meeting to address the allegations either orally or in writing.
- 7.4. Should one Member on a Family Membership be expelled, the other Member will be given an opportunity to convert to a Single Membership, provided that the Single Member will be unable to bring the expelled Member to the club as a guest.

A8. Proxy Votes

- 8.1. Any member who is entitled to vote may appoint another member who is entitled to vote to be his proxy at a General Meeting, provided that:
- (a) such proxy is declared in advance;
 - (b) that no proxy may hold more than two proxy votes at any General Meeting; and,
 - (c) that no proxy voting is applicable for elections for Committee positions.

CLUB FINANCES

A9. Fees and Subscriptions

- 9.1. The fees and subscriptions set out in the table below shall apply until amended at a General Meeting.

<u>Membership Type</u>	<u>Entrance Fee</u>	<u>Subscription Fee</u>
Family/Local	AED 2,000	AED 4,000 per annum
Single/Local	AED 2,000	AED 2,600 per annum
Youth	AED 500	AED 1,000 per annum
Group (10 cards)	AED 3,000	AED 7,300 per annum
Community Development Group	No Charge	No Charge
Country	AED 1,000	AED 1,300 per annum
Life	AED 20,000	No Charge
<u>Temporary Membership Type</u>	<u>Weekly</u>	<u>Monthly</u>
Family Temporary	AED 167	AED 667
Single Temporary	AED 93	AED 400

- 9.2. Entrance fees will be due on the date of joining; subscription fees will be due on 1st April for the following twelve month period. Memberships taken out after 1st April shall pay a pro-rata annual subscription while those taken out in March or April shall pay the following year's subscription in advance.
- 9.3. Guests may be invited into the Club a maximum of four times per month. A member may be reimbursed a part of his annual subscription pro-rata to whole months remaining after his permanent departure from Dubai as long as this period is greater than six months. He must surrender his membership card at this time.
- 9.4. A member may, on leaving the Club for a temporary absence (for example extended cruise) and payment of AED.50/- fee, sign the absentee book exempting him from payment of a new members entrance fee if he should wish to later re-join. This privilege will lapse after one year from resignation.

A10. Borrowing Money

- 10.1. The Level of Indebtedness referenced in Section 18.2 (e) of the Constitution must not exceed AED1,000,000, without the approval of the Membership at a General Meeting. This Level of Indebtedness includes but is not limited to bank facilities and extended credit facilities, and excludes trade creditors.

A11. Cheque Signing Authorities

- 11.1. The Signity Threshold associated with the signature of Club cheques referenced in Section 12 of the Constitution is set at AED 300,000.

GENERAL MEETINGS OF THE CLUB

A12. Appointment of a Chairperson

- 12.1. As referenced in Section 20.1 (a) of the Constitution, the following procedure shall be applied in order to elect a replacement.
- (a) The first business of the meeting will be the appointment of a Chairperson for which the person calling the meeting (normally the Honorary Secretary) will be responsible for inviting nominations.
 - (b) If only one or two nominations are made, the candidates' names shall be voted on and accepted by a simple majority.
 - (c) In the case of three or more candidates the rounds of voting shall continue with the lowest polling candidate dropping out each time until a simple majority for one candidate is reached.
 - (d) Once a Chairperson has been duly elected, he or she may take charge of the meeting for its full duration, whether or not a vote is taken against him/her, or the Commodore arrives during the course of the meeting.

A13. Procedure at General Meetings

- 13.1. As referenced in Section 20.1 (b) of the Constitution, the following procedures shall apply to the meeting management, voting and adjournment of General Meetings.
- 13.2. The Chairperson of a General Meeting:
- (a) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;
 - (b) may require the adoption of any procedure which is in the Chairperson's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting;
 - (c) may, terminate discussion or debate on any matter whenever the Chairperson considers it necessary or desirable for the proper conduct of the meeting; and,
 - (d) in these circumstances a decision by the Chairperson is final.
- 13.3. Adjournment of general meetings
- (a) The Chairperson may, at any time during a meeting, and must if so directed by the meeting, adjourn the meeting to a new day, time or place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
 - (b) In exercising the discretion to adjourn a meeting, the Chairperson may seek the approval of the Voting members present.
 - (c) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more, in which circumstance, a notice of the adjourned meeting must be given as required for the original meeting.

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- (d) A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.

13.4. Voting on a resolution

- (a) At any general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is demanded:
 - (i) before the vote is taken;
 - (ii) before the voting results on the show of hands is declared; or
 - (iii) immediately after the voting results on the show of hands is declared, by the Chairperson; or
 - (iv) by not less than three members entitled to vote on the resolution.
- (b) On a show of hands, a declaration by the Chairperson is conclusive evidence of the result.

13.5. Questions decided by majority

- (a) A resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

13.6. Poll

- (a) If a poll is properly demanded, it must be taken at the time of the meeting and the result of the poll is the resolution of the meeting.
- (b) A poll may not be demanded on the election of a Chairperson and a poll demanded on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

13.7. Equality of votes - Chairperson's casting vote

- (a) If there is an equality of votes:
 - (i) on a poll, but not on a show of hands; or
 - (ii) for two or more candidates on a ballot,

then the Chairperson of the meeting is entitled to a casting vote in addition to any vote to which the Chairperson is entitled as a member.

SECTION B

GENERAL REGULATIONS

B1. Risk and Liability

- 1.1. All persons entering Umm Suqaim Harbour or the DOSC Club grounds, marina or clubhouse ("The Premises") are hereby notified that such persons enter The Premises entirely at their own risk and that no liability whatsoever is accepted by the Board, the Committee, the Members, the employees or agents of DOSC for either:
- (a) The death or personal injury to any person entering the premises; or
 - (b) The loss of or damage to any property brought into the premises.

B2. Use of Beach

- 2.1. The aim of the Club is to promote sailing and therefore the beach and water immediately off it will be used primarily to launch and recover dinghies. Members and their guests may use this area for other activities but must give way to sailing boats and Club RIBs and safety boats.

B3. Visitors from other Yacht Clubs

- 3.1. Any member of another bona-fide sailing club residing no less than 80kms from Dubai, may be admitted to the Club premises for one day on presentation of his club membership card together with and payment of the Guest Fee, referenced in B7, which may be in force at DOSC at that time.

B4. Control and Welfare of Children

- 4.1. Children have access to DOSC as dependents or guests of Members. The control and welfare of children on DOSC premises remains at all times the duty of their parents. Children under the age of 14 may be present in the Club only while accompanied by a parent or responsible adult.

B5. Dogs

- 5.1. Members of the Club, their families and guests, are not permitted to bring dogs onto the Club premises except with special permission from the Board. Boat owners may, by way of exception, bring their dogs by car only, directly between the gate and their yacht.

B6. Parking

- 6.1. Parking at the marina side of the Club is authorized for keelboat owners only. No crew or friends may use the barrier swipe card to park in the marina car park.
- 6.2. Guests attending members' private parties may park on the Club premises at the discretion of the Club Manager.

B7. Guests at the Club

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- 7.1. With reference to this Section of the Operational Procedures, Members are required to pay a Guest Fee for non-members they invite to the Club. The Committee shall be empowered to levy such fees for guests as are from time to time deemed desirable in the interests of the Club.
- (a) The current Guest Fees are as follows (children under 14 yrs are free):
 - (i) 35 AED per adult on Fridays and Saturdays;
 - (ii) 20 AED from Sunday through to Thursday.
 - (b) A guest ticket entitles the guest to make use of the Club facilities for that particular visit. No guest will be permitted to enter the Club premises until the Guest Fee has been paid. Members must be at the Club for the duration of their guests' visit and when the member leaves their guests must also leave.

HOUSE REGULATIONS

B8. Private Events

- 8.1. Private events at Dubai Offshore Sailing Club may be held provided that:
- (a) The host must be a Full Member of DOSC;
 - (b) Permission for each event will be given at the discretion of the Club Manager. This will be based on a number of factors including planned club events, number of guests and availability of staff; The host member is responsible for ensuring that the private event does not adversely impact on general member experience of the club facilities. This includes behaviour of guests and unacceptable noise generated by the event;
 - (c) A list of guests together with the prevailing guest fee is given to the gateman before the event;
 - (d) Drinks will be sold at bar prices and no other items may be brought in from outside the Club;
 - (e) The host member must sign an Event Agreement prior to the event being booked.

B9. Dress

- 9.1. Members should respect the local culture and customs of the U.A.E. and dress accordingly. Swimwear is not appropriate within the clubhouse.

B10. Smoking

- 10.1. Smoking, including electronic smoking devices, in any enclosed area is prohibited. Smoking is allowed in all outdoor areas where provision is made for ashtrays and disposal of cigarette butts.

B11. Hours of Operation

- 11.1. The Clubhouse hours of operation are from 08:30 to 02:00 seven days a week. The clubhouse will remain closed on the 25th December and 1st January.

B12. Settling of Accounts

- 12.1. All Members are expected to settle their account on a regular basis so that no individual billed item is outstanding for more than 30 days.
- 12.2. Where the oldest item is outstanding between 30 and 60 days, the Member is in arrears and may be asked by staff and management to pay the bill in full.
- 12.3. Where the oldest item is outstanding between 60 and 90 days, the Member is in default and will be refused further credit by all staff.
- 12.4. Where the oldest item is outstanding by more than 90 days, the Member will be refused further credit and proceedings will begin to recover the full outstanding amount.

B13. Gratuities to Club Employees

- 13.1. Members may not offer gratuities directly to Club employees, but may instead contribute to the staff tip box.

MEMBERSHIP REGULATIONS

B14. Membership Application Process

- 14.1. This is a description of the Membership Application Process which is provided to applicants and is available on the Club's website.
- 14.2. The Dubai Offshore Sailing Club (DOSC) welcomes applications from individuals and families who are active sailors and intending to contribute to the club. Applicants are invited to download an application form from the DOSC website or collect a hard copy of the form from the security gate.
- 14.3. All applications require a Proposer and Secunder who are Voting Members and not from the same Membership (e.g. a husband and wife may not sign the same application). Applicants who do not know any Members are encouraged to visit the club and volunteer during race days, so that they may meet DOSC Members. Information on how to obtain a Proposer and Secunder is included with the initial application form.
- 14.4. On application to the Dubai Offshore Sailing Club (DOSC) the following are mandatory. Any application that does not meet these requirements will NOT be accepted.
- 14.5. Mandatory
 - (a) A full and complete DOSC Membership application form;
 - (b) Copy of passport photo page for all named applicants;
 - (c) Copy of UAE resident visa for all named applicants;
 - (d) Two passport sized photographs for each named applicant;
 - (e) Names and signatures of Proposer and Secunder.

14.6. **Additional Information:** The following additional information provided with a Membership application is not essential but will assist with applicants receiving points:

- (a) **Evidence of owning a boat:** either a keelboat or dinghy that is in a sailable condition. Evidence includes a copy of a valid UAE insurance policy, or insurance policy from another country if it is being shipped to the UAE;
- (b) **Detailed sailing CV:** itemising sailing experience and qualifications;
- (c) **Sailing reference letters:** from DOSC Members verifying that the applicant is an active crewmember on a keelboat or dinghy sailor at DOSC;
- (d) **Reference letter from previous yacht club:** information on any sailing activity or volunteer work at the club is highly recommended;
- (e) **Copies of sailing instructor or coach qualification:** copies of all valid sailing instructor or coach qualifications in either a keelboat or dinghy;
- (f) **Copies of sailing qualifications:** either in a dinghy or keelboat.

14.7. The Membership Process

- (a) Once an application is accepted by DOSC, the Club Administrator, or the security staff will issue an applicant with a Membership pack. The pack will include: (1) a receipt acknowledging that the club has accepted the application; (2) a welcome letter from the Membership Secretary explaining the Membership process; and (3) a sailing log-book;
- (b) Applicants are required to proactively update the club as to their sailing and volunteer activity, which is the purpose of the sailing log-book (see further information below). Applicants should also inform the club of any changes to the details of their application, such as change of phone number or email address. Any applicant who has not been in contact with the club to update their sailing/volunteer status or information for more than six months will be removed from the application process and will need to re-apply;
- (c) Applicants are placed on the Membership wait list once they have reached a required number of points, which is dependent on the type of Membership (Single or Family) applied for:
 - (i) **Family** - Points needed to move to Membership wait list: 15;
 - (ii) **Single** - Points needed to move to Membership wait list: 12.
- (d) All sailing and volunteer activity at DOSC must be recorded in the DOSC log book. Only activities after the date of the application submission will be accepted for points towards the wait list and Provisional Membership. Each activity must be signed by the skipper, volunteer coordinator, sailing department, Club Manager or a Committee Member who has witnessed said activity.

14.8. Points Allocation

- (a) **Boat owner:** 1 point;

(Note: this can be either a keelboat or dinghy that is in a sailable condition. Evidence includes a copy of a valid UAE insurance policy, or insurance policy

from another country if it is being shipped to the UAE. No points are allocated for joint ownership)

- (b) **Detailed sailing CV:** 1 point;
- (c) **Verifiable sailing reference letters from DOSC members attesting to crewing on a keelboat or regular dingy sailing:** 1 point per letter (up to a maximum of two letters);
- (d) **Reference letter from previous yacht club:** 1 point (only one point can be allocated);
- (e) **Valid sailing instructor or coach qualification:** 1 point (only one point can be allocated);
- (f) **RYA (or equivalent) sailing qualifications in dinghy or keelboat:** 1 point (only one point can be allocated per application);
- (g) **Former DOSC member:** 1 point;
- (h) **Volunteering at DOSC:** 1 point for every day volunteered;
- (i) **Sailing lessons at DOSC:** 1 point for every day of lessons;
- (j) **Sailing at DOSC:** 1 point for every day sailed.

14.9. **Membership Wait List**

- (a) Once applicants reach the required number of points (15 for family and 12 for single), they will then be put on a waiting list for Membership. So that Membership points are equally weighted on the wait list for Family and Single applicants, the number of Membership points is then reset to zero. The Membership sub-committee will then review and select applicants for Provisional Membership;
- (b) Before receiving an offer for Provisional Membership, applicants must have accumulated a minimum of 6 sailing days for a Single applicant; and 9 sailing days for a Family from the date that the application was submitted;
- (c) Provisional Membership will not be granted until a prospective Member has been on the waiting list for a minimum of four months.

14.10. **Provisional Membership**

- (a) Whenever a Provisional Membership becomes available, the applicants that have met the minimum threshold will be reviewed by the Membership Sub-Committee and appropriate applicants will be proposed for Provisional Membership at the next Committee meeting. Following Committee approval, an offer will be made by email by the Club Administrator. The offer for Membership is valid for 30 days and must be paid in full before the end of this period. If the applicant has not replied within 10 days of the initial offer, they will be re-contacted via email by the Club Administrator;
- (b) If the offer for Membership has not been accepted and payment received within 30 days, the offer of Provisional Membership will be withdrawn and the applicant will need to reapply;
- (c) Provisional Membership lasts for up to 12 calendar months from the date of the written offer of Provisional Membership. On attainment of suitable sailing

related activity credits, Provisional Membership is then converted to full Membership, upon confirmation from the Club Administrator;

- (d) Provisional Members must earn the following credits within the 12 month period starting from the date that Membership was offered to them:
 - (i) **Single Membership:** 15 credits;
 - (ii) **Family Membership:** 30 credits.
- (e) Provisional members who fail to achieve or evidence the requisite number of credits can apply to the committee for an extension of their provisional membership. The committee may or may not approve such a request at its discretion but normally will require extenuating circumstances in order to approve any such extension. The maximum extension in any circumstances will be an additional 12 months and the maximum provisional membership period is 24 months;
- (f) Where a provisional member fails to meet the required criteria, membership will be terminated.

14.11. **Provisional Membership credits:** Provisional Membership credits are to be recorded in the sailing log-book. Credits are awarded as follows:

- (a) 1 credit per racing day (postponed or retired racing counts if the provisional member was on the water ready to start the race);
- (b) 1 credit for volunteering for recognised club activities (Sailability, race committee duties, safety boat duties, training, etc.);
- (c) 1 credit per day cruising or dinghy sailing;
- (d) 1 credit per day undertaking sail training or boat preparation and maintenance.

14.12. **Sailing Log-Book:**

- (a) The sailing log-book is to be used as follows:
 - (i) To record point-earning activity undertaken at DOSC while awaiting Membership;
 - (ii) To record credit earning activities at DOSC once Provisional Membership has been granted.
- (b) Each activity must be signed by the skipper, volunteer coordinator, sailing department, Club Manager or a Committee Member who has witnessed said activity;
- (c) It is recommended that until they receive an offer of Provisional Membership, applicants should submit a copy of the log-book to the club on a monthly basis. The log book should be scanned and emailed to the Club Administrator at administration@doscuae.com, with a copy to the Membership Secretary at membership@doscuae.com;
- (d) It is recommended that Provisional Members submit a copy of their log book once the required credits are achieved;

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- (e) A copy of the log-book can be submitted at any time. A copy will be requested prior to the application being proposed to the Committee for Provisional Membership.

14.13. **Membership**

- (a) Any full Single Member who wishes to convert their Membership to a Family Membership, may do so at any time, after putting their request in writing to the Membership Secretary. Once accepted, the Membership will revert to a Provisional Family Membership, until an additional 15 credits are obtained. This will be tracked in the sailing log-book;
- (b) Any full Family Member who wishes to convert their Membership to a Single Membership may do so at any time, after putting their request in writing to the Membership Secretary. Once accepted this will revert to a full Single Membership, as the necessary sailing credits have already been earned. For the avoidance of doubt, if you are married and your spouse resides in the UAE you can only apply for a Family Membership.

B15. **Community Development Membership**

- 15.1. This category of membership allows a maximum of ten students per group, accompanied by their designated supervisors or instructors, to use the Club at a time or times specified by the Sailing Manager and at those times only. Each group will provide its own supervision. However, the Club will make available a rescue boat service; boats will be driven by DOSC authorized safety boat drivers.
- 15.2. Participants in the Community Development Membership scheme may not introduce guests to the Club.

B16. **Increase in Membership Levels**

- 16.1. In any one year, the Committee may at its discretion increase the membership levels by up to, but not more than 5% of the September 2015 Committee Meeting approved maximum of 730 Provisional Single, Provisional Family, Family and Single memberships.

MARINA AND BOAT PARK MANAGEMENT REGULATIONS

B17. **Boat Storage**

- 17.1. Only Members are entitled to storage of their boats at DOSC, provided they have been allocated a permanent space in the marina or the boat park. Members without an allocated space may apply to the Committee for temporary storage. This will be granted solely at their discretion and may be subject to the applicable fees.
- 17.2. Boats belonging to non-members being brought into the Club for regattas will require prior approval from the Club's General Manager. This approval will normally be limited to one week. Failure to comply with these procedures may result in the removal of the boat(s) from the marina or boat park.

B18. **Disposal of Abandoned Equipment**

- 18.1. The Committee may dispose of any boat or other equipment for the benefit of the Club, which they reasonably believe to have been abandoned at the Club.

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- 18.2. For the purpose of Section 18.1, the Committee shall have been deemed to have acted in the reasonable belief that a boat or other equipment has been abandoned if the Committee shall have posted a notice on the Club notice board describing the boat or other equipment and giving notice that it intends to dispose of the boat or other equipment unless ownership is established to the satisfaction of the Committee within a period of three months from the date of the notice.

B19. Visitors Berth

- 19.1. A yacht that is usually berthed within the GCC (including berths within the Emirate of Dubai outside of the Club) may stay on a visitor berth for up to 60 nights in aggregate in any 12 month period. Proof of the yacht's usual berth and valid insurance documents shall be provided to the Marina Member on arrival at the Club.
- 19.2. A yacht that is usually berthed outside of the GCC may be allocated a visitor berth for a maximum of two weeks from the date of arrival at the Club (this period may be extended in exceptional circumstances at the Marina Member's sole discretion).
- 19.3. The permission to remain on a visitor berth is subject to the permission of the Marina Member at all times.
- 19.4. The visiting yacht must leave the visitor berth within 24 hours of notice given (orally or in writing) by the Marina Member.
- 19.5. The owner of the visiting yacht must sign an undertaking on request to comply with the terms of this operational procedure.

B20. Boat Insurance

- 20.1. It is a requirement of DOSC that all persons owning boats which are berthed at, or used from the Club Premises have adequate, current Third Party Insurance and that the policy must state that all right of subrogation against the Club is waived.
- 20.2. If boats are taking part in any form of racing the skipper or owner must ensure that adequate race coverage is provided by their insurance policy. A valid and current registration card/sticker is also required.

B21. Harbour Speed

- 21.1. The maximum speed of all members' boats, power or sail, operating in the harbour is 5 knots.

B22. Marina & Boat Park Fees

- 22.1. In accordance with the decision taken at the full Committee Meeting of 20th January 2014, an increase in marina berthing fees was approved and the Marina Fee was set at 130 AED per foot of overall boat length per boat per annum. Current storage fees for dinghies are displayed in the Sailing Office. Fees are payable fully in advance by 1st October each year for the marina and 1st April each year for the boat park (or pro-rata for whole months remaining of the year for new boat arrivals after these dates).
- 22.2. For multi-hull boats occupying two adjacent berthing spaces inside the marina, the basic fee is double. For multi-hull boats occupying outer berthing space the annual fee will be negotiable between the owner and the Committee but still predicated on the basic fee.
- 22.3. The conditions pertaining to re-imburement of marina fees are identical to those for membership fees as set out in Section A9 of these Operational Procedures.

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- 22.4. If for any reason, fees or a valid insurance and registration certificates for a particular boat are not provided by 1st April (dinghies) or 1st October (boats in the marina) the owner will be advised by the Committee in writing of a notice period of 30 days in which to comply or remove the boat from the Club premises. If the owner fails to do so by the expiration of the 30 day period the Club reserves the right of recourse to one or all of the following courses of action:
- (a) Re-allocation of the berth/parking space occupied by their boat to another Club member.
 - (b) Withdrawal of their eligibility to participate in racing organized by the Club.
 - (c) Suspension of their Club membership.
 - (d) Disposal of their boat and/or cancellation of their membership.
 - (e) Report the registration infringement as required by the local authority, which may take necessary actions including removal of the boat.
- 22.5. Electrical power meter readings are taken on a monthly basis and billed on a three monthly basis to members who use electrical power on their berth.

B23. Live Aboards

- 23.1. Anybody wishing to live aboard a vessel in the DOSC marina should make a request in writing to the Committee. This request should include the vessel title, vessel registration and vessel insurance papers.
- 23.2. Passport copies and valid U.A.E. residence visa copies should also be attached. Any such permission, if granted, will be reviewed annually by the Committee on 1st Oct and is a privilege. The violation of any of the Club's Operational Procedures, including the rules below, may result in the live aboard privilege being withdrawn.
- 23.3. The following rules will apply:
- (a) It is a requirement for any boats with live-aboard status that the boat is fitted with a holding tank or tanks for both black and grey water.
 - (b) No dogs allowed.
- 23.4. Should this application be granted a surcharge of AED250 per month will be levied in addition to the regular marina fee.

B24. Marina Berths

- 24.1. Only Members resident in the U.A.E. may be entitled to a marina berth. Sailing boats will always take priority when it comes to berthing space.
- 24.2. The following rules will apply:
- (a) Waste disposal within the harbour is strictly forbidden.
 - (b) All garbage is to be disposed of in the bins provided.
 - (c) Boats to be kept in a tidy manner.

(d) No storage area to be taken up on the pontoon.

(e) No washing to be hung on or outside the boat.

24.3. Application

(a) An entitled Member wishing to keep a boat in the marina shall submit a completed berth application form, together with all of the required documentation (ownership proof, registration - if available - and insurance).

(b) The boat must be in the UAE, or reasonably expected to arrive in Dubai, within 3 months from the date the Club notifies the applicant in writing that a berth is available.

24.4. Ownership: The owner(s) of any vessel for the purposes of this Section shall be the owner(s) shown on the vessel's registration certificate (if applicable). The maximum number of owners recognised by DOSC for any vessel will be limited to two and both must be DOSC Members.

24.5. Allocation: Berths shall be allocated in order of date of receipt of approval of the valid application form, provided that a suitable berth is available.

24.6. Waiting List: If no suitable berth is available at the time of application, the applicant will join the waiting list. As berths become available they will be allocated in order of the waiting list.

24.7. Additional Berths: A Member shall not be allocated more than one berth.

24.8. Vacant Berths: If an allocated berth remains vacant for a period of greater than 14 days, the Committee reserves the right to re-allocate the berth until such time as the original vessel returns. An allocated berth, which is not utilized for a period of 3 months, will be permanently re-allocated.

24.9. Selling/Buying a vessel

(a) If a Member sells his/her vessel whilst it occupies an allocated berth, the Member may choose to relinquish the berth to the new owner, provided they are entitled to a berth. If the Member intends to retain the berth, then the following conditions apply:

(i) A new boat of similar dimensions must be put into his/her berth with all the appropriate documentation.

(ii) If the new vessel is larger than the existing one the Member shall submit a completed berth application form in accordance with the conditions above. The Club cannot guarantee a berth in the marina if there is none available for the size stated in the application. If no suitable berth is available, the application will join the waiting list and will be subject to the normal rules for allocating berths in date order of applications.

(iii) If a new boat is due to arrive, then the berth owner has a period of 3 months to occupy the berth with the new boat and provide the correct documentation. In the event that the seller of the boat allows the buyer to temporarily occupy the berth, the buyer must sign an agreement to vacate the berth when the seller's new boat arrives.

(iv) In all cases where a Member intends to retain their berth to be used by their new boat, they are required to discuss their intentions with

the Marina Member and obtain approval prior to committing to the purchase of the new boat.

B25. Boat Usage

- 25.1. Any boat deemed not to have sailed at least 9 times on 9 separate days in a one-year period running from 1 October to 30 September will lose her entitlement to a berth/boat park storage space at the end of that one year period. The onus is on the owner to prove sailing activity when requested to do so by the Sailing Sub Committee. Nevertheless, boat usage will be monitored by the Club's security staff on behalf of the Committee and a watch-list will be maintained throughout the year. This will allow owners to be notified in advance when it appears to the Sailing Sub Committee that their boat is not being sailed sufficiently to satisfy this Section.
- 25.2. When a boat loses her entitlement to a berth/boat park storage space due to the provisions of this Section, the owner will be notified and will have 15 days to remove the boat from the Club's premises, or to appeal to the Committee in writing if he believes that he can provide new evidence proving that the minimum number of sailing days was in fact achieved. The Committee will respond to the owner in writing, and if the appeal was unsuccessful, the owner will have 15 days from the date of the Committee's response to remove the boat from the Club's premises.

B26. Commercial Boat Charter Business

- 26.1. No commercial boat charter business may be operated from the Club, nor can any boat be permanently berthed at the club that is used for the same. The Club may take any of the actions detailed in Section 22.4 against violators of this Section.

COMMUNITY DEVELOPMENT

B27. Sailability

- 27.1. This regulation is a statement of the status of DOSC Sailability within the Club and the principles under which Sailability is run.
- 27.2. DOSC Sailability ("Sailability") is an RYA approved and affiliated volunteer program that is non-profit and run and managed by volunteers. RYA affiliation is achieved on an annual basis after relevant documentation has been submitted to RYA UK.
- 27.3. Sailability cannot exist as a separate entity under the laws of the UAE, and therefore it exists as a part of Dubai Offshore Sailing Club ("the Club"). The Community Development Agency consider Sailability to be an approved activity of the Club.
- 27.4. Sailability is administered by the Sailability Committee, which is independent of the Club's main Committee and is headed by the DOSC Sailability Co-ordinator. Members of the Sailability Committee are appointed by the Sailability volunteers. The minutes of Sailability Committee meetings are distributed to the Club's Flag Officers, General Manager and Sailing Manager.
- 27.5. Notwithstanding 27.3, the general principle applying to the financial relationship between Sailability and the Club is that the Club will treat Sailability as if it is a standalone entity to the extent that it is practicable. The implications of this include:
- (a) Sailability's funds are held in a separate account within the Club's accounting system. This "Sailability Account" is ring-fenced, in that the funds therein are not available to be used for the benefit of the Club in general, and payments

from the Account may only be made on the written instructions of either the Sailability Co-ordinator or the Sailability Treasurer.

- (b) By necessity, the Club holds legal title to the boats and equipment used by Sailability, but they are held in trust for the sole benefit of Sailability. Therefore they may not be used for any other purpose, sold or disposed of, without the written authorisation of the Sailability Committee. The full value of any proceeds arising from the sale of Sailability boats or equipment shall be credited to the Sailability Account.
 - (c) The boats and equipment used by Sailability are covered by the Club's insurance policies. Sailability pays the proportion of the total insurance premiums which applies to its boats and equipment.
 - (d) Any sponsorship received by the Club which are specifically intended for Sailability, or the proceeds of fund raising performed by Sailability, shall be credited in full to the Sailability Account.
 - (e) In the event that Sailability is wound-up, any surplus funds left in the Sailability Account after the sale of its boats and equipment and the satisfaction of its debts and liabilities shall be disbursed to another group of similar interests and purposes, or else to a recognized charity or school that has benefited from the program, as directed by the Sailability Committee. This provision shall still apply if Sailability is being wound-up as part of the Dissolution of the Club.
- 27.6. Sailability liaises on a day-to-day basis with the Club's Sailing Manager on matters related to sailing and training, and with the Club's General Manager on all other matters regarding its operation within the Club. Sailability liaises with the Club's main Committee through the Rear Commodore, the Vice Commodore and the Honorary Treasurer.
- 27.7. The students and supervisory adults from the schools participating in Sailability attend the Club under the Community Development Membership. Sailability volunteers who are not Club Members attend the Club as invited guests. All volunteers sign in at the beginning of each Sailability session, whether Members or non-members. The Guest Fee defined in Section B7 is waived for non-member volunteers participating in a Sailability session, or in training related to Sailability.
- 27.8. All students or their parents complete the Club's Sailing Office Student Registration document, and the Liability Release and Express Assumption of Risk form prior to their first Sailability session in each season, (i.e. Annual Renewal). The same forms are completed by their carers, tutors or personal assistants.
- 27.9. With respect to insurance, the Club has a written statement from the insurance company which confirms the following:
- (a) All persons on Club premises are covered by the Club's insurances whether they are members or invited guests.
 - (b) Similarly, any person using one of the Club's boats with the Club's permission is covered by the boat's insurance policy.
 - (c) The insurance company is aware that the Sailability students are individuals with special needs.
- 27.10. The Club's General Manager and the Vice Commodore are responsible for ensuring that this level of cover survives policy renewals and changes of insurance company.
- 27.11. The duty of care to the Sailability students is assured by:

- (a) The presence of the students' carers, tutors or personal assistants throughout the session.
- (b) The training and certification scheme for the Sailability volunteers, which ensures that each volunteer has had the appropriate training for the role to which he/she is assigned.
- (c) The presence of instructors from the Club's Sailing School throughout the session.