

THE REGULATIONS OF D.O.U.T.S.

(July 1992)

(Amended & Approved: 12th August 1993)

(Amended & Approved: 9th February 2000)

(Amended & Approved: 1 May 2008)

(Amended & Approved: 25 May 2009)

(Amended & Approved: 21 February 2011)

(Amended & Approved: 15 July 2013)

(Amended & Approved: 7 April 2014)

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Note. "Club" refers to the Diving Organisation of the University of Technology, Sydney (DOOTS)

1. Membership

1.1 Membership Groups:

- 1.1.1 **UTS Members;** include UTS Staff, Union Staff, Union Life Members and Alumni Members.
- 1.1.2 **Student Members;** include UTS Students, and any student carrying a valid student card from any Australian educational institution.
- 1.1.3 **Wider Community Members;** Are public members and are Non-UTS members and are not AP members.

1.2 Membership Fees due:

- 1.2.1 **Annual membership fee** for non-student members is \$50.00.
- 1.2.2 **Annual membership fee** for student members is \$20.00.
- 1.2.3 The committee may, from time to time, offer a reduced first time membership fee.

1.3 Member joining Process:

- 1.3.1 DOOTS' annual membership year runs for a 12 month period from the members join date.
- 1.3.2 Special joining offers: The committee may from time to time run special offers of short duration to increase membership e.g. Orientation Day.
- 1.3.3 Wider Community Members must be nominated by a current DOOTS member.
- 1.3.4 A current DOOTS member may nominate only one Wider Community member person for membership per calendar year. Any further nominations can be made at the discretion of the committee.
- 1.3.5 Members of the Club Committee may also nominate individuals for membership.
- 1.3.6 **Membership information:** The committee must maintain control of the membership lists, personal information and group e/mail lists.

1.4 Membership categories types:

- 1.4.1 Current member:** A person who has completed their membership application form satisfactorily and paid for the current year's membership. Only Current Members are eligible to part take in any Club activity which is restricted to DOOTS members. E.g. this includes activities such as travel on the boat, truck, UTS bus, use of hire gear
- 1.4.2 DOOTS Life Member:** (Not the same as Union Life Member) A person who has been nominated by the committee as being a Life Member of DOOTS. A Life Member has the same status as Current member. Despite Life Membership status, membership renewal is required each year though no membership fees are payable.
- 1.4.3 Lapsed member:** A lapsed DOOTS member is one who has not renewed their membership in the current year. A lapsed member cannot partake in club activities but can renew their membership within a grace period of 14 days of their renewal date, without losing their membership status.
- 1.4.4 Former:** A former DOOTS member is one who has not renewed their membership before the end of the current year or within the Lapsed Member grace period. Details of Former members may be retained on the membership database for a 12 month period of time.

1.5 Membership Renewal:

- 1.5.1** Membership renewal is on-line via the DOOTS website.
- 1.5.2** As a minimum two reminders are to be distributed in an electronic format.
- 1.5.3** For Lapsed members, a final reminder will be issued.
- 1.5.4** Anyone who has not renewed their membership after the final reminder grace period does not get any further correspondence and is considered a former member.

1.6 Free dive voucher:

- 1.6.1** DOOTS may issue Free Dive Vouchers or other reward to encourage participation and reward specific work and effort put in by members who are volunteers.
- 1.6.2** Free Dive Vouchers are provided at the discretion of the committee.
- 1.6.3** Free Dive Vouchers are dated and are recorded by the Treasurer as a financial liability, until they are redeemed or expire.

2. Club Safety

- 2.1.1** Safety is the responsibility of all members. DOOTS operates a Safety Management System (SMS) to manage boating and diving safety within the club.
- 2.1.2** Members are expected to bring to the committee's attention any safety issue by using the SMS incident form on the web site. DOOTS committee will investigate and manage risk as required.
- 2.1.3** The Captain has right to refuse passage or diving to any member that they feel is inappropriately equipped, experienced or otherwise unsuited to participate in a club activity.

3. Club's Boat Usage

The use of the DOOTS dive boat is solely for the purpose of club diving/activities (on the events calendar) and associated training activities. It is not to be used for Private purposes.

3.1 The Captain

There is only one Captain in the log and that person is Master of the Club's boat for the duration signed in the boat's log book until signed off. All movement of the boat must be under the direct supervision of the Captain.

The Captain must;

- Ensure that the clubs procedures are followed at all times.
- Ensure that there is an endorsed boat captain on the boat at all times.
- Sign out the log book when handing over to another Captain.

3.2 Boat Captains

The only persons permitted to Captain the Club's boat are those members who have been endorsed by the Club Committee as a Boat Captain. Such members have met all of the following criteria:

- Be a valid Club member
- Hold a current NSW boat license
- Have a valid first aid certificate
- Be appropriately trained and assessed.

3.2.1 Boat Captain Training

Boat captains must complete a training accreditation program approved by the committee. The committee must endorse that this program has been satisfactorily completed for each current boat captain. In addition:

- A bar crossing training program is required for the crossing of coastal bars.
- Captains are expected to maintain a standard of competency by captaining boat dives on not less than 2 occasions per year. These dive are to be accessible to all members.
- Training day assessment must be signed off by two boat captains/committee members.

3.2.2 List of current boat captains and document expiry dates is held by the DOOTS Training Coordinator on behalf of the committee.

3.2.3 A Boat Captain in training is not considered a competent person to drive the club's boat. In order to be considered for training as a boat captain members meet all of the following criteria:

- Be a valid Club member
- Hold or be training for a current NSW boat license.

3.3 Boat usage requirements and fees

3.3.1 The following boat dive fees apply to all DOOTS members: Sydney Boat Dives

Single Dive	\$20
Double dive in same vicinity (i.e. < 2km travel distance), or on the route that would be normally be traveled for the return journey	\$40
Long distance travel surcharge i.e. if the boat is driven greater than 10 km one way to the dive site, either on water or through towing behind a vehicle. This surcharge is applied to only the first dive per person. These dives will be clearly advertised as such	\$10

3.3.2 The committee reserves the right to vary the rate charged for a dive trip or specific dive destination. Any such change must be advertised in the DOOTS events calendar (web site) and/ or newsletter prior to the dive trip being run.

3.3.3 The committee will consider requests for excursions/ dives that are of a specific or specialized nature for small groups of club members E.g. if a club member wants to book the boat for the day (for use by club members only), then at a flat rate fee would apply e.g. \$400

3.3.4 **Registration for boat dives** is via the website and payment in full in advance is required. Until payment is received the registration is only Pending and should numbers be limited and another member register and pay the Pending registration will lose their position. Should a boat dive have to be cancelled due to e.g. unsuitable conditions or insufficient numbers then the full amount paid will be refunded.

3.3.5 Club members who **fail to show** for a local dive having booked for that boat dive with the Dive Coordinator or Boat Captain concerned, will be **liable for the fee** of that boat dive, unless a reasonable effort was made to cancel from the dive by at least 24 hours before, or a replacement diver was found to fill their spot.

3.3.6 Minimum number of divers for a boat dive to proceed is four.

3.3.7 40% of all boat use fees will be contributed to the capital fund for asset replacement and improvement.

3.3.8 Members who attend a boat dive and fail to reach the bottom on that dive due to:

- poor health or
- unforeseen equipment failure or
- mental "state" about the dive

will not be required to pay for that dive.

3.3.9 A valid Free Dive Voucher may be used as payment for a standard boat dive in lieu of the normal fee. The long travel distance surcharge, if applicable, is not covered by

the Free Dive Voucher.

- 3.3.10** If a Free Dive Voucher is used for a dive it is the **captain's responsibility** to inform the Treasurer to ensure that the free dive liability is removed from the database. This **includes free dives that may be allocated to Boat Captains and used on that day or that away trip**. This ensures that an accurate record of the number of dives undertaken can be maintained.
- 3.3.11** The Club boat carries an oxygen cylinder. This is full and the valve is sealed. Divers using the oxygen will be charged to replenish the cylinder regardless of how much is used.

3.4 Away boat trips

3.4.1 A towing levy may be applied to events where costs incurred for towing the boat by the club are beyond the revenue incurred from Long Distance Surcharge (3.3.1). This levy will be priced at the discretion of the committee.

3.4.1 Registration for away trips is via the website and payment in full in advance is required. Until payment is received the registration is only Pending and should numbers be limited and another member register and pay the Pending registration will lose their position.

3.4.2 Cancellation policy for away trips

The purpose of the cancellation policy is to discourage late cancellations and no shows on away trips. At the same time we would like to encourage people to indicate their desire to join a trip early on.

A late cancellation date for a refund will be advised by the trip coordinator if applicable.

Therefore a deposit will be charged to book on away trips, according to operational requirements. The deposit will be per attendee. The deposit will be non-refundable & vary per trip. It will be set nominally to cover the cost of the towing subsidy and any fixed and/or minimum accommodation costs per person for the trip.

A trip deposit will be refunded if the trip is cancelled minus any non recoverable expenditure that DOOTS has had to incur as a part of organizing the trip eg a non refundable booking fee for accommodation, diving or related services where provided by another party.(e.g. trips booked through commercial providers)

3.4.3 After a boat dive, the trip organiser is responsible for the collection of money, and filling in the appropriate official Club income form. All moneys must be recorded and forwarded to the Club Treasurer within a month.

3.4.4 All monies received are to be paid in full to the Club. A cheque will be drawn, or money is to be transferred, for any expenses incurred. In order for an individual to be reimbursed for expenses incurred on behalf of the Club, the receipt(s) proving purchase must be presented to the Club Treasurer, with a finance expenditure report.

3.5 Repairs

The full costs of repairs shall be paid by anyone wilfully or negligently causing damage to the Club's assets. When the action of a Club member causes damage to the asset through irresponsible behaviour such as drink driving or driving without a license, which results in the damage not being covered by insurance, that member shall be liable for all damages resulting from their actions.

3.6 Water-skiing

Water skiing behind the club boat is prohibited.

3.7 Fuel

The following procedures must be followed when filling the Club's boat:

3.7.1 The boat fuel credit card provided must be used to fill the boat's fuel tank unless

circumstances make access to an "appropriate" petrol station unreasonably difficult.

- 3.7.2** The boat fuel credit card is not to be used for filling the truck's fuel tanks.
- 3.7.3** Only unleaded petrol is to be used in the boat's fuel tank. The fuel computer has to be up dated with 280 litres.
- 3.7.4** Only Club boat captains are permitted to use the fuel credit card.
- 3.7.5** If payment for fuel is by other means than the fuel credit card then this should be reimbursed via an expense claim.

3.8 Personal equipment.

The Club takes no responsibility for any personal equipment lost, damaged, or stolen from the Club's boat.

3.9 Smoking

Smoking in the Club's boat is prohibited.

4. Club Vehicle Usage

Vehicle: White 2008 Ford Ranger Dual Cab 4x4 Ute. Rego no. BW26BY. 5 seats.

4.1 Rules governing use of club vehicle

Members who do not abide by the following rules may have their vehicle privileges taken away. This particularly applies to keeping the logbook up to date.

- 4.1.1 As a matter of safety, we require drivers to have zero alcohol level, and take a break (driver-reviver) every 2 hours.
- 4.1.2 Vehicle is to be used for club-related purposes only. Use of the vehicle for personal reasons is prohibited except for the trip driver for whom the vehicle is his/her only form of transport, and then the vehicle is to be used only if no other transport is reasonably available.
- 4.1.3 Authority over the vehicle use is given to the trip organiser and/or committee member present
- 4.1.4 Logbook must be filled before and after every passage/ driver change/ driver reviver/ fuel stop etc. The logbook will provide indication as to what the required details are. Details of maintenance and/or repairs carried out and any faults noticed must be written in the vehicle log book by the driver.
- 4.1.5 Any event requiring usage of the vehicle must be advertised at least 7 days prior
- 4.1.6 Committee to be responsible for keys and to loan out as appropriate. Keys to be returned to any committee member at earliest convenience.
- 4.1.7 Driver's license must be sent and confirmed by committee before the driver may use the club vehicle. Red Provisional P1 and non-Australian licenses approved on case-by-case basis.
- 4.1.8 Towing only to be performed if the driver has been specifically approved by committee. This requires a practical demonstration of ability.
- 4.1.9 Vehicle is to be returned with minimum half tank of fuel.
- 4.1.10 Please avoid leaving gear in the vehicle for extended periods. This is both a security risk, and gear maintenance issue. Please also be aware of where you are parking the vehicle and the safety of the surrounding area.
- 4.1.11 Key card to Building 6 and building 6 cage key are to remain within the vehicle at all times.
- 4.1.12 All relevant road rules and legislation are to be abided. Any driver incurring a traffic fine is liable for all such fines. These include but are not limited to speeding, parking and toll infringements.

4.2 Vehicle Pricing

Prices are all-inclusive, fuel, maintenance, tolls etc. Any incurred extra costs (i.e. fuel bills) are to be paid by the member with authority over the vehicle and subsequently forwarded to the treasurer for reimbursement. Pricing structure differs with distance category.

Category 1: Within Sydney (defined as far north as Long Reef and as far south as Cronulla)

- Driver travels for free. It is expected that driver retrieve required hire gear en-route, as directed by event organiser.
- \$5 fixed cost per passenger (includes gear transport)
- Club hire gear transport is free.
- Private gear transport is free if offered at discretion of event organiser.

Category 2: Outside of Sydney (usually packaged events)

- Driver and Passengers: Charge at \$25/100km for the ute, divided per person and rounded up to nearest \$5.
- Event organiser to work out return trip distance when pricing event.
- For example, Nelsons Bay 420km return. This works out to be $25 \times 420 / 100 = \$105$ or \$30pp for 4 people in vehicle.
- \$5 fixed cost for a member requiring gear transport only (club hire or private).
- Drivers pay same fee as passengers for Category 2 trips. This is to encourage driver-sharing.
- If the event involves towing the boat this may require special pricing. See 3.4.1.

4.1 Emergencies and Incidents

These instructions are to be kept in the vehicle, and updated there regularly.

Obviously, in a serious emergency, please call 000 or local police if appropriate.

We have NRMA Roadside Assist Membership for breakdowns

- Call 131111 and quote the licence plate number BW26BY

For a serious accident, or any issue involving the police, after contacting emergency services, please contact one of the below as soon as possible, preference from top of list:

- President: Drew Edwards 0404 609 078
- Vice President/ Safety Officer: Brandon Bell 0459 222 014
- UTS Union: Aimee Purcell, Sport and Rec Manager. 0401 536 869
- UTS Security: 24hr Broadway Office 9514 1192

It is the driver's duty to report all accidents or vehicle maintenance issues to the club committee. committee@douts.org

4.2 Negligence

The full costs of repairs shall be paid by anyone willfully or negligently causing damage to the Club's vehicle or boat and trailer being towed. When the action of a Club member causes damage to the vehicle or boat and trailer being towed through irresponsible behavior such as (but not limited to) drink driving or driving without a license, which results in the damage not being covered by insurance, that member shall be liable for all damages resulting from their actions.

4.3 Personal equipment

The Club will take no responsibility for personal equipment lost, stolen, or damaged whilst it is stored within the towing vehicle.

4.4 Smoking

Smoking in the Club's vehicle is prohibited.

5. Equipment Hire

5.1 Equipment Hire.

- 5.1.1 Only Club members may hire Club equipment. Only one set of equipment may be hired at any one time per member.
- 5.1.2 Hire gear is only available for hire on away trips or special DOUTS events as advertised. They will be hired directly from the back of the truck Committee vehicle, or trip organizer's vehicle. Sets of equipment will return with the truck or Committee vehicle.

5.2 Equipment hire fees.

The following rates will apply for the hire of Club equipment:

- 5.2.1 All Club Members: \$5 per day per item.
- 5.2.2 Tanks must be returned full of air or the cost of the air fill paid for by the user. The usual cost for filling the tank for Sydney dives is \$10. This cost may vary with location.
- 5.2.3 A fully refundable deposit of \$50.00 must be left for the hire of any piece or set of equipment. The requirement for a deposit is at the discretion of the Committee.
- 5.2.4 Hire Gear must be washed out before being returned to the event organiser.
- 5.2.5 The deposit will be forfeited for any of the following:
- any equipment not returned on time and/or,
 - any tanks not returned full and/or,
 - any equipment not cleaned and rinsed out

Details of how to look after dive gear is available on the website.

6. Packaged Dive Trips

- 6.1.1** A packaged dive trip is one which is organised with a fixed total cost. Such trips pay for the use of all Club equipment directly to the Club. As a result, special conditions apply and where applicable the rates charged as detailed in this section of the by-laws supersede those mentioned in other sections of the by-laws.
- 6.1.2** Costing for the trip must be designed to deliver an overall return of income to the Club and fully take into account trip costs and wear and tear on all Club assets used.
- 6.1.3** Notwithstanding 6.1.2 committee's approval must be obtained prior to any such trip in relation to the rates charged and these rates may be changed at the discretion of the committee.
- 6.1.4** Any monies left unspent at the end of such a trip shall be donated to the Club.
- 6.1.5** Any damage suffered by Club equipment over and above normal wear and tear, but below that worth making an insurance claim for, will be made good by the trip participants up to the full value of any balance left in the trip's funds. The Club will make up any residual value of damage that the trip cannot afford to repair or replace.

Change History

Version	Changes
May 2009 v03	Approved at AGM 25/05/2009
May 2009 v03.1	Correction of typo in 3.3.3. Minor changes to numbering (3.8, 3.9). Addition of section 3.3.9 info regarding Boat Captains responsibility to let treasurer know if a Free Dive Voucher has been used.
Feb 2011 v04	Change to membership fee (1.2) and changed AP benefits (1.3). Change to membership year definition (1.4.1). Minor clarification or removal of redundant information throughout document. e.g. 1.1.3, 1.4.3, 1.4.5, & 3.2.2 (location of boat captain training records), 3.2.3, (can now be training for boat license), 3.3.1 (Clarification of boat usage fee surcharge for long travel distance dives), 3.3.3 added , 3.3.4 (info on registration & pre payment included) 3.4.3 (refund policy when event cancelled).. 7.1.2 added to packaged Dive Trips.
July 2013 v1 Drew Edwards	Renamed document the regulations in line with new constitution Removed truck and compressor related items. Removed AP benefits. Altered 1.1 membership groups and 1.2 fees. Removed temporary membership (in practise this has been changed to providing \$20 sign up fees for one-offs). Completely re-wrote section 4 for new club towing vehicle.
April 2014 v1 Drew Edwards	Further tweak ute pricings. Clarify towing levy, remove old truck based stuff