BATEMANS BAY SAILING CLUB INC
NOTICE OF RACE: KEELBOATS, MULTIHULLS AND TRAILABLES
2024-2025 SEASON_v2

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Avoidance of duplication

Between the Notice of Race, the Program and the Sailing Instructions

1. The **Club's** Notice of Race, **Program** (containing its schedule of races) and its **instructions** are published concurrently.

2. To avoid unnecessary duplication between this Notice of Race, the **Program** and the **instructions**:

(a) a matter specified in the Notice of Race is not repeated in the **instructions**; and

(b) words in bold text are given meanings in the Notice of Race that apply to their use in this Notice of Race and in the **Club's Program** and **instructions**.

Between instructions for different series / races

3. To avoid unnecessary duplication between an **instruction** common to each series / race (for example, an **instruction** about Protests) on the one hand, and a race specific **instruction (**for example, the application of Racing rule 44) on the other, the common instructions appear in "BBSC Sailing Instructions Part 1: Common Instructions" and the series / race specific **instructions** in the following Parts:

PART	INSTRUCTION
1.	Bay Cup Series.
2.	Coastal Cup Series.
3.	Division 2 Toll Gate Classic Series.
4.	Winter Series.
5.	River Wranglers' Series.
6.	Handicap Series.
7.	Women's Series / Crew Series.

Meanings and interpretations

Meanings

4. Unless the contrary intention appears, a term, word, phrase or abbreviation appearing in bold type in this Notice of Race, in the **Program** or in an **instruction** has the meaning or definition given to it in the **Rules** or **regulations** which meaning shall take precedence over any conflicting meaning given to a term, word, phrase or abbreviation in the following **sub-clauses**:

(a) **AMS®** means Australian Measurement System (a description of the **AMS®** may be found at raceyachts.org.

(b) **clause** means a **clause** in this Notice of Race.

(c) **Club** means the Batemans Bay Sailing Club Inc.

(d) **Committee** means the Keel, Trailable and Multihull Race Committee.

(e) **Committee boat** means the boat used by the **Race Officer** to start a race.

(f) **duty boat** means a boat **posted** as the **duty boat**.

(g) **Emergency Management Plan** means the **Club's** Keel, Trailable and Multihull Emergency Plan.

(h) **Equipment Auditor** means the person named as such on the **website**.

(i) **Handicapper** means the person named as such on the **website**.

(j) **Handicap Race** (referred to by some as a "sternchaser") means a race where the **limit boat** starts first followed by each boat with a **PHS** time correction factor higher than the **limit boat** in a sequence determined by the **Handicapper** prior to the race.

(k) **instruction** means a **Club** Keel, Trailable and Multihull sailing **instruction**.

(l) **limit boat** means the boat with the lowest **PHS** time correction factor of each boat competing in a **handicap race.**

(m) **marina** means the Batemans Bay **marina**, Beach Road, Batemans Bay, NSW, 2536.

(n) **Measurer** means the person named as such on the **website.**

(o) **owner** includes a person who charters a boat.

(p) **PHS** means Performance Handicap System (a description of the **PHS** appears on the **website**).

(q) **posted** includes:
(i) a **posting** on the **website;**
(ii) an SMS text; or
(iii) an announcement in the Club's E-newsletter

(r) **Program** means the schedule of race dates, times and categories **posted** on the **website**.

(s) **Protest Committee** means a **Protest Committee** formed by the **Committee** under Part 5 of the **Rules**.

(t) **Race Officer** means a person named as such on the **website** (or in the absence of that person, a person nominated by a **Committee** member to be the **Race Officer** for a race) and includes a person

named on the **website** as the **Race Officer** for a particular race or series.

(u) **regulation** means a **regulation** in the *Special Regulations* published by Australian Sailing.

(v) **rule** means a rule in the **Rules**.

(w) **Rules** mean the *Racing Rules of Sailing* published by Australian Sailing.

(x) **website** means the **Club's website**: bbsc.org.au.

Interpretations

5. The singular includes the plural and the plural includes the singular.

6. Where a **clause** in this Notice of Race or an **instruction** requires an action by, or places an obligation or requirement on, a boat, the **owner** of the boat (or in the case of an on the water action, obligation or requirement, the person in charge of a boat) is responsible for carrying out the action, fulfilling the requirement or meeting the obligation.

Regulation 2.01 categories, racing areas, dates and pre-race briefings

Coastal Cup Series

Races other than the Pentastar

7. The **Committee** has selected Category 4 as the category in **regulation** 2.01 as the category most suitable for each race in the Coastal Cup Series, other than the Pentastar. It has added to the requirements of Category 4 the requirements that a boat competing in a Category 4 race shall be equipped with:
   (a) a VHF marine transceiver;
   (b) an EPFS (eg: a GPS) capable of recording a man overboard position within 10 seconds and monitoring that position; and
   (c) a GPS capable 406 MHz Emergency Position Indicating Radio Beacon (EPIRB) registered with a national registration authority.

The Pentastar

8. The Pentastar is a category 7 race with added requirements specified below under the headings "Other Series and Races" / "Category 7 plus".

Other Series and Races

Category 7 plus

9. The **Committee** has selected Category 7 as the category in **regulation** 2.01 as the category most suitable for each Keel, Trailable and Multihull

series / race it conducts, other than each race in the Coastal Cup series excluding the Pentastar.

10. It has added to the requirements of Category 7 the requirements that a boat competing in a Category 7 race shall:

    (a) be equipped with:
        (i) a VHF marine transceiver;
        (ii) an EPFS (eg: a GPS) capable of recording a man overboard position within 10 seconds and monitoring that position; and
        (iii) A GPS capable 406 MHz Emergency Position Indicating Radio Beacon (EPIRB) registered with a national registration authority.
    (b) a motor used outboard shall be mounted at all times, the mounting may be raised but not removed; and
    (c) a lifejacket complying with **regulation** 5.01.1(i), shall be worn by each member of the crew on a boat without lifelines complying with **regulation** 3.12.

The racing areas

Category 4

11. The racing area for a Category 4 race may be water on the NSW eastern coast from the vicinity of Jervis Bay in the North to the vicinity of Bermagui in the South including the waters of Batemans Bay.

Category 7

12. The racing areas for the Category 7 races are:
    (a) Batemans Bay; and
    (b) the Clyde River.

Dates

13. The **Program** states the date and:
    (a) indicates an approximate start time for each race; and
    (b) a finish time for each race other than:
        (i) the 2 Sprint Races constituting Bay Cup 6 in which case the finish time is determined by reference to Bay Cup Series Course N; and
        (ii) a race in the Coastal Cup Series in which case a finish time will be announced at the pre-race briefing.

Pre-race / pre-series briefings

14. A pre-race briefing will be held in the vicinity of the **marina** approximately 2 hours prior to the start of each race other than a race in the Winter Series and the River Wranglers' Series. In lieu of a mandated

pre-race briefing, a course or other change to a Winter Series race will be **posted**. Pre-series briefings for the River Wranglers' Series will be held in the vicinity of the **marina** before the first race in the series – the time of the briefing to be **posted**. In lieu of a mandated pre-race briefing, a course or other change to a River Wranglers' Series race will be **posted**.

15. A representative from each boat participating in a race shall:
    (a) attend the relevant pre-race / pre-series briefing; and
    (b) provide to the **Race Officer** a mobile phone number which may be used to contact the boat in the case of radio failure.

16. A boat which is not represented at a pre-race / series briefing may be scored DNS.

Organising Authority

17. The Organising Authority in terms of **rule** 89 is the **Club**.

18. The **Club's** Secretary's e-mail address is: committee@bbsc.org.au

19. The **Club's** postal address is: The Secretary, Batemans Bay Sailing Club Inc, P O Box 356, Batemans Bay, NSW, 2536.

20. The Organising Authority may delegate its authority to the **Committee**.

Race Committee

21. Pursuant to **rule** 89, the **Club** has appointed the **Committee** to conduct the series and races scheduled in the **Program**.

22. The **Committee** may delegate its authority to a **Race Officer**.

Race Officer

23. If a person named on the **website** as a **Race Officer** is unavailable, a member of the **Committee** may at a pre-race briefing nominate a person to perform the **Race Officer's** role.

24. Prior to the warning signal for the start of a race the **Race Officer** may liaise with other members of the **Committee** in relation to such matters as whether the race should be postponed or abandoned and the course to be set.

25. Subject to an **instruction** stating otherwise, on making the warning signal for the start of a race, the **Race Officer** assumes the powers and functions of the **Committee** (including the power to shorten, abandon or change the course) until the finish of the race.

Duty boat

26. A boat **posted** or announced at a pre-race briefing as the **duty boat** for a race shall, if requested by the **Race Officer**, provide a crew member to assist the **Race Officer** in the management of the race.

Rules

27. A race will be governed by the **Rules**.

Handicaps

28. The result of a race or a series may be decided by applying:
    (a) a **PHS** handicap. (A description of the **PHS** appears on the **website**); or
    (b) an **AMS**® handicap. (A description of the **AMS**® may be found at raceyachts.org).

Allocation of handicaps

A PHS handicap

29. A boat seeking a **PHS** handicap, an adjustment of her **PHS** handicap or a Division 2 non-spinnaker **PHS** handicap should inform the **Handicapper** accordingly by way of an e-mail to committee@bbsc.org.au or by text message at least 7 days prior to the race or series for which the handicap or adjustment is sought.

An AMS handicap

30. A boat seeking an **AMS**® handicap, a measurement for the purpose of, or a variation to, such a handicap shall liaise with the **Measurer**.

31. A boat that is allocated an **AMS**® handicap or variation to such a handicap shall inform the **Handicapper** accordingly.

PHS non-spinnaker handicap

32. A boat may prior to the boat's first race in a series seek from the **Handicapper** a **PHS** non-spinnaker handicap.

33. A boat, other than a cutter, that is allocated a **PHS** non-spinnaker handicap shall use only a mainsail and headsail and not fly a spinnaker or other third sail however described in any race or series for which the handicap is allocated. The headsail shall be attached to the forestay by each of its hanks or by a luff groove device. A cutter that is allocated a **PHS** non-spinnaker handicap may use a staysail in accordance with its design specifications.

34. A boat that is allocated a **PHS** non-spinnaker handicap that fails to observe the immediately preceding **clause** shall be scored DSQ.

Handicap race: PHS and AMS®

35. When a race is a **Handicap Race**, an elapsed time for each boat competing in the race will be calculated by subtracting her offset from the time elapsed from the starting signal to her finish time and multiplied:
    (a) by her **PHS** time correction factor to derive her **PHS** result; and
    (b) by her **AMS®** time correction factor to derive her **AMS®** result;

PHS handicap adjustment

36. A boat shall notify the **Handicapper** of a substantial change in a boat's hull, rig or crew which is likely to affect her performance by way of e-mail to committee@bbsc.org.au or text message at least 24 hours prior to the boat participating in a race.

37. For the purposes of the previous **clause**, "a substantial change" includes anything likely to affect a boat's performance, including (but not limited to) a change of:
    (a) a helmsman (subject to what is said below under the heading "Change of helmsman");
    (b) more than 50% of the crew who have sailed in the past 5 races;
    (c) a sail or variation in a sail;
    (d) a mast or spar;
    (e) a hull shape, rudder, ballast or keel; or
    (f) a propeller.

38. Where a boat informs the **Handicapper** of a substantial change which is likely to affect her performance, the **Handicapper**:
    (a) may, having regard to the criteria specified in the **PHS**, determine whether to adjust the handicap allocated to the boat; and
    (b) shall inform the boat's **owner** of any adjustment and the reason for the adjustment.

Review of a PHS handicap

39. A boat dissatisfied with her **PHS** handicap may seek from the **Committee** a review of the handicap.

40. When reviewing a handicap, the **Committee** may:
    (a) confirm the handicap; or
    (b) increase or decrease the boat's handicap.

    The **Committee's** decision on review is final and not subject to protest.

Change of a helmsman

41. A boat having more than one **owner** is not obliged to inform the **Handicapper** of a change from one **owner** to another as helmsman.

42. The **Committee** may, at its discretion, permit a change in a helmsman from a member of the **Club** to a non-member provided that:
    (a) the non-member is a member of another club affiliated to, and a member of, Australian Sailing; and
    (b) the change is notified at least 24 hours in in advance of the race in which it is to occur.

    The exercise of the **Committee's** discretion is final and not subject to protest or redress.

Divisions and classes

43. The **Committee** may, in addition to deciding a result based on a **PHS** or an **AMS®** handicap, decide a result by reference to a boat's Division or her class.

Purpose of a Division

44. The purpose of the divisions is to encourage participation by a variety of boats which have skippers and crews with diverse sailing and racing skills and experience.

Objects of a Division

45. The objects of a division are to promote:
    (a) like with like competition, in terms of boats; and
    (b) peer competition, in terms of skippers' and crews' sailing experience.

46. Having regard to the purpose and objects of a Division, the **Committee** has determined that:
    (a) there will be two Divisions, namely, Division 1 (for larger and / or faster boats with more experienced skippers and crews) and Division 2 (for smaller and / or slower boats and / or less experienced skippers and crews); and
    (b) the start of a Division 2 race may be a **handicap start**.

47. A boat shall nominate the Division in which she is to compete having regard to her **AMS®** or **PHS** handicap and to the purpose and objects of a Division.

48. The **Committee** reserves the right to determine whether a boat shall compete in the Division or a class nominated by the boat or in another Division and / or class. The **Committee's** determination shall be final and not subject to protest or redress.

49. Notice of the Division and / or class in which a boat is to compete shall be **posted**.

50. A boat allocated to Division 1 shall, when participating in a race, display a blue pennant.

Conditions of entry

Civil Liability Act 2002 (NSW) risk warning

51. The *Civil Liability Act 2002* (NSW) provides, in effect, that the **Club** does not owe a duty of care to a competitor to take care in respect of a risk of participation in a race if the risk was the subject of a risk warning.

52. Participation in a race is inherently dangerous and exposes a competitor to risks including, but not limited to:
    (a) unpredictable weather and / or sea conditions;
    (b) the loss of the control of a boat resulting in a collision with another boat or object causing injury to a competitor;
    (c) the sudden movement of the boat resulting in a participant falling, causing injury to the participant, or the competitor falling overboard;
    (d) equipment failure causing injury to a competitor; and / or
    (e) exposure to conditions giving rise to a risk of:
        (i) hypothermia and / or heatstroke; and / or
        (ii) contracting COVID 19.

53. The above risks have been known to result in injury, death and / or property damage.

54. The risks may be exacerbated by the lack of access to immediate medical care and, notwithstanding the **Club's** best intentions, the inability of the **Club** to render assistance to a competitor.

55. The person in charge of a boat entered in a race shall draw to the attention of each person on the boat:
    (a) this risk warning; and
    (b) the disclaimer and indemnity set out in this Notice of Race.

56. A competitor is warned to consider the risks before deciding to participate in a race.

Disclaimer

57. A competitor in a race or other event conducted by the **Club** does so entirely at his or her own risk and responsibility. The **Club**, its Committee of Management, the **Committee**, the **Race Officer**, the **Equipment Auditor**, **Measurer** or other organisation or person organising a race or event is not responsible for:
    (a) the seaworthiness of a participating boat;
    (b) the sufficiency or adequacy of her equipment; or

(c) damage, injury or loss which may result, directly or indirectly, from preparing for, or participating in, a race or event or from an occurrence following the finish of the race or event.

58. Attention is drawn to:
   (a) **rules** 3 and 4, Acceptance of the Rules and 4 Decision to race, respectively; and
   (b) **regulation** 1.02, Responsibility of the person in charge.

Indemnity

59. In consideration of being allowed to participate in a race or other event conducted by the **Club**, each competitor agrees:
   (a) to do so at the competitor's own risk;
   (b) not to make any claim against the **Club** for any damage, injury or loss sustained or caused by participating in the race or event or as a result of an occurrence following the finish of the race or event;
   (c) to participate at the competitor's own risk and to indemnify the **Club**, and keep it indemnified, together with any other organisation or person involved in the conduct of the race or event against all claims, suits, actions or demands which may be brought in respect of any damage, injury or loss sustained or caused by the competitor while participating in the race or event or as a result of an occurrence following the finish of the race or event; and
   (d) to exonerate the **Club** together with any other organisation or person involved in the conduct of the race or event from any damage, injury or loss sustained or caused to him or her whether due to alleged negligence or otherwise.

Personal accident insurance

60. The **Club's** third-party liability insurance policy does not extend to a competitor in a race or other event conducted by it. A competitor who requires insurance coverage other than the personal accident coverage provided through **Club** membership as described on Australian Sailing's web site should arrange his or her own insurance.

Entry prerequisites

Special Regulations Equipment Compliance Form

61. A boat must complete an Australian Sailing Special Regulations Equipment Compliance Form (Form) relevant to the category of each race in which the boat may be entered. A copy of the completed Form shall be provided to the **Equipment Auditor**. Attention is drawn to the additional category 4 and category 7 requirements specified in the **clauses** appearing under the heading "Regulation 2.01 categories, racing areas, dates and pre-race briefings".

62. A relevant Form may be down loaded from the Australian Sailing website:
https://www.sailingresources.org.au/safety/equipment-auditing-forms/

63. A boat completing a Form relevant to a Category 4 race must contact the **Equipment Auditor** and arrange to have the completed Form audited.

64. Attention is drawn to **rule** 4 (Decision to race), **regulation** 1.02 (Owner's responsibility) and **regulation** 2.02 (Inspection and Monitoring).

Insurance

65. A boat must have, and maintain, third-party liability insurance cover for the boat with a minimum cover of $10 million per race or the equivalent and may be required to produce evidence of the insurance.

Race Entry Form

66. Online race entry is available via the **website**.

67. A boat entering a series or race must complete an entry form and have it accepted by the **Committee** prior to the series or race.

68. A boat must pay a relevant entry fee as specified in the **clauses** appearing under the heading "Race entry fees".

Failure to comply with an entry prerequisite

69. A boat failing to comply with an Entry Prerequisite may be scored DNS.

Calculation of a series results

70. A series result may be calculated only in respect of a boat which has:
    (a) prior to the boat's first race in the series complied with the **clauses** under the heading "Entry Prerequisites"; and
    (b) prior to the boat's first race in the series, paid the All-Inclusive entry fee or the relevant advance series fee; or
    (c) prior to each race in which the boat participates, paid the per-race entry fee.

Race entry fees

All-Inclusive

71. An all-inclusive entry fee of $250.00 paid before the first race in the Bay Cup Series will be accepted as the entry fee for all series and races.

Individual Series and Race Fees

The Bay Cup Series

72. No fee if the all-inclusive entry fee is paid. Otherwise, 10 races @ $28.00 per race or $200.00 paid before the first race in the series. The $200.00

advance fee includes entry into the Women's Series / Crew Series and Australia Day Sternchaser.

The Women's Series / Crew Series and Australia Day Sternchaser

73. No fee if the all-inclusive entry fee is paid. Otherwise, 4 races @ $28.00 per race or $70.00 in advance of the first race in the series. The $70.00 advance fee includes entry into the Lady Skippers'/Crew Race and Australia Day Sternchaser.

The Coastal Cup Series

74. No fee if the all-inclusive entry fee is paid. Otherwise, five races @ $28.00 per race or $130.00 paid in advance of the first race in the series.

Division 2 Toll Gate Classic Series

75. No fee if the all-inclusive entry fee is paid. Otherwise, five races @ $28.00 per race or $130.00 paid in advance of the first race in the series.

The River Wranglers' Series

76. No fee if the all-inclusive entry fee or a Bay Cup advance entry fee is paid. Otherwise, 10 races @ $11 per race or $90.00 paid in advance.

The Winter Series

77. No fee if the all-inclusive entry fee has been paid. Otherwise, seven races at $20.00 per race or $100.00 paid in advance.

The Bay Cup Series and scoring

78. The Bay Cup Series is a series of 10 races. All races that are started and not abandoned constitute the series.

79. When 4 races are completed, a boat's score will be the total of her race scores excluding her worst score.

80. When 8 races are completed, a boat's series score will be the total of her race scores excluding her 2 worst scores.

The Coastal Cup Series and scoring

81. The Coastal Cup Series is a series of 5 races. All races that are started and not abandoned constitute the series.

82. When 5 races are completed, a boat's score shall be the total of her race scores excluding her worst score.

The Tollgate Classic Series and scoring

83. The Tollgate Classic Series is a series of 5 races. All races that are started and not abandoned constitute the series.

84. When 5 races are completed, a boat's score shall be the total of her race scores excluding her worst score.

The Winter Series and scoring

85. The Winter Series is a series of 7 races. All races that are started and not abandoned constitute the series.

86. When 4 races are completed, a boat's score shall be the total of her race scores excluding her worst score.

87. When 6 races are completed, a boat's score shall be the total of her race scores excluding her two worst scores.

The River Wranglers' Series and scoring

88. The River Wranglers' series is a series of 10 races. All races that are started and not abandoned constitute the series.

89. A boat's score shall be the total of her race scores excluding a number of her worst scores to be announced at the pre-series briefing.

The Women's Series / Crew Series and scoring

90. The Women's Series / Crew Series is a series of 3 races. All races that are started and not abandoned constitute the series.

91. A boat's score in the series shall be the total of each of her race scores excluding her worst score.

Club Champion Scoring

92. The **Club's** Division 1 Champion shall be determined by aggregating a boat's **AMS**® results in the 10 Bay Cup and 5 Coastal Cup races.

93. The **Club's** Division 2 Champion shall be determined by reference to a boat's **PHS** results in the 10 Bay Cup and 5 Tollgate Classic races.

94. When 3 of the races are completed, a boat's score shall be determined by aggregating each of her results, excluding her worst score.

95. When 6 of the races are completed, a boat's score shall be determined by aggregating each of her results, excluding her 2 worst scores.

96. When 9 of the races are completed, a boat's score shall be determined by aggregating each of her 3 worst scores.

97. When 12 of the races are completed, a boat's score shall be determined by aggregating each of her results excluding her 4 worst scores.

Trophies and prizes

98. A trophy and/or prize may be given as follows:
   (a) The **Club** Champion (Division 1 and Division 2).
   (b) The **Club** Cup for the boat that starts the most races.
   (c) Coastal Cup Series (**AMS**® and **PHS**).
   (d) Division 1 Bay Cup Series (**AMS**® and **PHS**).
   (e) Division 2 Bay Cup Series **PHS** (spinnaker and non-spinnaker).
   (f) Division 2 Bay Tollgate Classic Series **PHS** (spinnaker and non-spinnaker).
   (g) The Handicap Race Series **PHS**.
   (h) Lady Skippers'/Crew Race **PHS.**
   (i) River Wranglers' Series **PHS**.
   (j) Women's Series / Crew Series **PHS.**
   (k) Winter Series – the Iceberg Cup **PHS**

99. Additional prizes or trophies may be given at the **Committee's** discretion.