

# TRANSPORTATION REGULATIONS OF THE G.S.W.V. SURFACE

## Preamble

The transportation regulations (TR) are a set of rules that apply to the transportation means of SurfAce. There is also a house rules (HR) document that contains all the rules governing the daily operations within the association. The TR serves as a supplement to the HR. For a complete overview of the rules and agreements within SurfAce, both the articles of association, HR, and TR should be consulted.

Last modified: 01-06-2023

## Article 1 Purpose of means of transportation

The Bus Committee of G.S.W.V. SurfAce manages, on behalf of the association, all means of transportation owned by SurfAce. The purpose is to provide transportation options for the association, particularly the transportation of surf equipment to and from surf spots. The objectives in order of priority are:

1. To enable as many members as possible to windsurf as often as possible.
2. To allow members to windsurf at the lowest possible cost. Means of transportation include all vehicles owned by SurfAce, including the surf buses, trailer, and other vehicles used to transport individuals and/or surf equipment.

## Article 2 Use of means of transportation

1. Means of transportation can be used for the following purposes in order of priority:
  - a. Repairs of the respective vehicle.
  - b. Vacations (in accordance with Article 6).
  - c. Activities of SurfAce.
  - d. Surfing days.
  - e. Rental (in accordance with Article 7).
  - f. Personal use.
2. Repairs to means of transportation are sometimes necessary and have the highest priority. Timely and proper maintenance will extend the lifespan of the means of transportation.
3. If you want to go surfing, you must indicate this via the sailing forum on the SurfAce website.
4. The departure time from the storage facility and the destination are determined by the member who opens the sailing appointment on the sailing forum. The departure time

can only be changed if the majority of the participating members agree. The same applies to the choice of destination, taking into account the weather conditions. In the event of a tie, the originally specified time or destination will remain. If there are changes to this information, the bus driver is responsible for notification.

5. The buses can be used for association activities of a committee if approval has been given by the board.
6. Personal use of the buses for multiple days falls under rental, in accordance with Article 5. It must be within reasonable limits. In principle, one bus is designated for personal use, and which bus it is will be communicated by the board or bus committee via the forum. The use of the other bus can only be done in consultation with the board or bus committee.

### Article 3 Costs and Refueling

1. There is a per-kilometer price (including fuel) that must be paid by all individuals using a vehicle of SurfAce. In addition to this per-kilometer price, there is an additional €0.02 per kilometer when the bus is used for activities and €0.10 per kilometer for personal use.
2. Everyone who is transported by the bus or any other vehicle, or who has their equipment transported, must pay the per-kilometer fee. The mileage reimbursement will be deducted at the end of each month.
3. Members who have outstanding mileage fees from previous months may be denied the use of the means of transportation.
4. When the tank of the respective vehicle is more than three-quarters empty, it should be refueled. The incurred fuel costs can be paid with the fuel card provided in the bus folder. The fuel card can only be used to refuel the bus in which the fuel card is located.

### Article 4 Delivery of Vehicles and Responsibilities

1. The main driver retrieves the bus keys from the key safe, ensures that the keys are returned to the safe after use, and always closes the safe after use. Inside the bus, there is a bus folder containing, among other things:
  - a. The vehicle registration document
  - b. Damage report forms
  - c. A logbook
  - d. Transportation regulations
  - e. The fuel card
  - f. The parking permit
2. Upon delivery, the bus must be left clean. This means that at the end of each day trip, the bus should be swept, and there should be no trash or belongings left by members.

3. If the bus is found dirty, the last bus driver will be penalized by offering a pitcher at the gathering to the next bus driver.
4. Any damages or issues with the vehicle must be reported to the board immediately.
5. The main driver is responsible for the following:
  - a. Determining who the other drivers are
  - b. Timely refueling of the vehicle
  - c. Locking the storage and gate doors
  - d. Removing the radio front panel and disconnecting the battery switch
  - e. Proper and complete completion of the logbooks
  - f. Returning the keys to the key safe.

## Article 5 Bus Driver

1. The driver of the bus has successfully passed the informal driving test of SurfAce.
2. This informal driving test can be taken by any member who has held a valid driver's license for at least one year and has obtained permission from the board and the bus committee based on a submitted motivation.
3. The test must be conducted by two experienced bus drivers appointed by the bus committee. These drivers must then reach a unanimous decision before a member can pass this test.
4. The bus committee is authorized to refuse members as drivers if it deems it necessary in the interest of the bus.
5. For driving a passenger car, it is not required to take an informal driving test. However, the driver of the car must have held a valid driver's license for at least one year.
6. The bus committee and the board reserve the right to prohibit a person from driving any SurfAce vehicle at any time.
7. Each driver is obliged to sign a continuous rental agreement for each vehicle they wish to drive.

## Article 6 Vacations

1. For every vacation, the board and the bus committee must approve the vacation plan. All vacations are primarily windsurfing vacations. If multiple vacations are planned at the same time, the vacation with the highest interest takes precedence.
2. Vehicles may also be used for activities such as a skiing vacation, but only if there are no plans for windsurfing vacations.
3. During a vacation, there must always be at least one bus driver more than the number of buses.

4. The bus is refueled prior to a vacation using the fuel card. Fuel costs during the vacation are paid for individually. The bus must be refueled at the driver's own expense before returning it.

## Article 7 Rental

Vehicles may only be rented with the permission of the bus committee and the board. Furthermore, vehicles are only rented to members and donors of the association.

## Article 8 Damage

1. Damage refers to:
  - a. Damage to both the interior and exterior of the respective vehicle caused by driving the bus.
  - b. Damage to third parties.
  - c. Damage to the association.

Note: This does not include damage to the members' surf equipment. Members always bring their own equipment at their own risk.

2. For all damages, except for damages during personal use, the driver has a deductible of up to 250 euros, and the passengers collectively have a deductible of up to 250 euros, with a maximum of 100 euros per passenger.
3. If the damage is less than 500 euros, half of the costs are borne by the driver, and the other half is divided among the passengers.
4. In the case of damage during personal use, the bus driver is responsible for the 500-euro deductible.
5. In the event of serious violations of the law, such as reckless driving, alcohol use, gross speeding, and/or phone use, the driver is liable for the full amount of the damage incurred.
6. In case of disagreement and uncertainty, the board makes the final decision. This decision can be appealed during the General Assembly. A list of damages is maintained by the bus committee.

## Article 9 Traffic Violations

Traffic violations are the responsibility of the driver, except for violations related to vehicle defects that are outside the driver's responsibility and are known to the bus committee and/or the board.

## Article 10 Liability

In the event that a member is held liable, they must pay the repair or replacement costs to the association within a timeframe determined by the board.

## Article 11 Non-Members

Non-members are generally not allowed to use SurfAce's transportation vehicles. However, a non-member may accompany the association as a guest (introducé) a maximum of two times, provided that this is reported to the board in advance. The non-member's name should be written on a list that must always be kept in the bus bag.

## Article 12 Agreement

1. Members declare, by becoming a member, their written agreement to comply with the rules stated in the transportation regulations.
2. Members agree to abide by the information stated in the logbooks. This agreement remains in effect until the membership is terminated by either party.

## Article 13 of the Code of Conduct

1. All members are expected to conduct themselves as befits a good member of the association. Specifically, in relation to means of transportation, this entails handling them in a responsible and respectful manner, including:
  - a. means of transport
  - b. gear owned by other members
2. If there are members who do not comply with the regulations and bylaws of the association, it shall be reported to the board for the protection of the other members.

## Article 14 Replacement transport

1. In the event that a bus is unavailable or if members are unable to arrange transportation, in consultation with the board, an alternative means of transportation can be rented through an external party. In this situation, a member must propose the rental of such transportation. The board reserves the right to reject a proposal.
2. The annual budget includes a line item called "alternative transportation," which represents the maximum amount available for renting external transportation. Therefore, renting external transportation can only be done as long as the budget allows.

3. Reimbursable expenses include only the basic rental cost of the transportation and any applicable mileage fees for the trips taken. These expenses can be claimed by submitting a reimbursement request to the treasurer.

## Article 15 Personal Means of Transportation

1. A member may use their own means of transportation during surf sessions or activities. In such cases, the member may be eligible to receive compensation of €0.17 per kilometer driven. This compensation will only be provided if the member's personal vehicle is used as a supplement to the buses and is driven for the purpose of facilitating the surfing or activity-related needs.
2. A member who accompanies others on a surf session using their own means of transportation will be eligible for the compensation scheme if either of the following conditions is met:
  - a. all available buses are occupied
  - b. one of the buses is occupied and using the second one is not necessary
3. For additional personal transportation during surf sessions, the driver and all occupants of the vehicle must be listed on the bus form.
4. If a member contributes to an activity using their own means of transportation, the number of kilometers to be reimbursed should be discussed in advance with the treasurer. Compensation may also be considered after the activity, in consultation with the board.