By-Laws

Of

Narraburra Ski Club Co-Operative Limited

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GENERAL

- 1. Please remember that Narraburra is a club lodge, for the enjoyment of members, their families and guests. Courtesy to others and tolerance are always appreciated. Look after it as though it was your own, keep it clean and tidy by performing your allocated duties and leave it clean and enjoyable for the next incoming guests.
- 2. Our aim with the By-Laws is to provide and keep a standard of accommodation, which meet or exceed the expectation of those visiting the Lodge, for the cheapest possible tariff. Please bear in mind our running costs, such as electricity, gas and water and conserve energy wherever possible.

OPERATION OF EQUIPMENT

- 1. Please read and obey all instructions (regarding equipment) provided throughout the building they have been provided for your safety and comfort.
- 2. YOUR BEDROOM is provided with an en suite bathroom, with a shower recess, toilet, wash basin and cupboard, towel rack, shelf, wall mirror and power point. Each bed is supplied with an innerspring mattress, mattress protector, two pillows with pillow protectors, two blankets, and a doona. A clean doona cover is supplied each week, which must be laundered at the end of your stay. Guests must supply their own sheets, towels and pillowcases, with the exception of sheets for the double beds and queen sized trundle beds. The room is equipped with hanging space, basket clothes storage, a chair, bedside tables and bed lights. The room is fully carpeted, the windows draped and the bathroom tiled. Each bedroom is centrally heated with ducted warm air. All the upstairs bedrooms have adjustable floor vents and the downstairs bedrooms have adjustable wall vents. An emergency electric wall strip heater is supplied, but it needs an extension cord to operate; these are stored in a central position. Before vacating your bedroom, you are required to strip the beds, fold and stack the bed linen, remove the doona covers, clean, empty waste bins and vacuum the floor. You are also required to clean the en suite shower recess, toilet, wash basin and tiled floor with the cleaning products supplied in your en suite cupboard.
- 2. THE KITCHEN is fully equipped with a gas stove and exhaust fan, two electric ovens, two microwave ovens, a dishwasher, a large double door refrigerator with allocated shelves for each bedroom, and separate basket food storage draws for each bedroom. Separate food preparation stations are provided with their own sink and cutting area. A host of kitchen implements are also supplied with an extensive range of free food items. An additional double door refrigerator and a single door freezer are supplied downstairs outside the laundry for bulk or longer term storage of food. Please use the shelves allocated to you room number. Each person using the kitchen should contribute to the cleaning after each meal. Before vacating the lodge you must clean out your food storage areas, including storage baskets, refrigerators and freezer. Do not leave food; thinking someone else could use it. Either give it to someone or throw it out. When the lodge is being closed, turn the power off to all refrigerators and freezers and leave their doors propped open.
- 3. THE DINING ROOM is located adjacent to the kitchen and has a capacity to seat 22 persons. In the dining area there is a bar fridge, glass washing machine and a boiling water dispenser and sink. All the drinking glasses and mugs are located on adjacent shelving, providing a coffee or tea making area away from the kitchen. All plates and cutlery are accessible from the dining room side of the kitchen. A full stereo system, with wall hanging speakers, is located in the dinning area. The shelving and cupboards also house the Narraburra "library" as well as the board games.
- 4. THE LOUNGE ROOM is equipped with an open fireplace for which firewood is supplied. The last person to retire at night is responsible for placing the grill over the fireplace to prevent sparks and embers escaping. Under no circumstances are you allowed to gather firewood from around the lodge (in winter or summer) not even for kindling. This is a term of our lease to protect the habitat of native fauna. The lounge room is filled with a range of comfortable chairs and lounges complimented with coffee tables, side tables and lamp stands.
- 5. THE UPSTAIRS HALL. A fire hose reel and two fire extinguishers are located in the hall. Make yourself aware of their locations in case of an emergency. Fire escapes are located at both ends of the hall. The vacuum cleaners are stored in a top loading box, through the glass door to the staircase. A Gold phone and facsimile machine are located in a marked wall cupboard, behind the kitchen. Other wall storage cupboards contain the laundered doona covers, double and queen sized sheets, a first aid kit, two hair driers, extra toilet paper and kitchen cleaning equipment.
- 7. THE LOFT. The loft is located on a mezzanine level above the kitchen and is accessed by a ladder adjacent to the telephone cabinet in the upstairs rear hallway. Because the access ladder and the space no longer complies with the National Parks & Wildlife Service regulations, this area is currently out of use, other than to retrieve or store items, and under no circumstances will sleeping be allowed in the loft.
- 8. THE BALCONY. Two sets of out door rough pinewood furniture are supplied along with a gas barbecue.
- 9. THE SKI ROOM is located immediately inside the winter entrance door. It is a wet area for the racked storage of skis, stocks and boards and a place to knock of snow from your boots.
- 10. <u>THE SKI VESIBULE</u> or "the BILL JENKINS room" is located the next room in from the ski room and is equipped with seating to remove wet ski clothing and boots. This is where our memorability boards are displayed. Lockers are also located under the seating and are allocated to members.
- 11. THE DRYING ROOM is located downstairs, adjacent to the ski vestibule, and is equipped with two electric fan-type heaters and various racking and hanging spaces for efficient drying of wet ski gear. Only one fan should be left running 24 hours a day while the lodge is occupied in winter (the other is a spare).

- 12. THE LAUNDRY is located downstairs, through the door at the bottom of the main entry staircase. The laundry is equipped with two washing machines, two floor-mounted clothes drying machines and one wall mounted clothes drying machine. A wash tub, an ironing board, a steam iron and a storage cupboard are also supplied. The in house laundering of the doona covers is to be done on Saturday morning. Please complete your personal laundering on Friday night. Laundry detergents and other cleaning aids are provided.
- 13. THE LOCKER ROOMS are located in the basement off the downstairs hall to the back bedrooms. Lockers are provided for members to store ski gear, linen, food and drink etc. There are additional lockers under the seats of the" BILL JENKINS room", in the Games Room (under seats and against the wall) and some in the Garage/Workshop area. The Booking Manager distributes lockers and priority is given to members who use the lodge in either winter or summer. There is an annual rental for lockers which is billed with member's annual subs.
- 14. <u>THE SKI STORAGE AREA</u> is located behind the Garage/Workshop. Lockup racks are supplied (without locks) at no charge but the Club takes no responsibility for security of ski equipment left there.
- 15. THE GARAGE/WORKSHOP is located behind the summer entrance door and roller shutter. Our "Argo" over-snow vehicle is garaged here in summer, unless it has been taken to Jindabyne for maintenance. The Argo is a form of sand-dune buggy, with four all driven pneumatic tyres each side. It is steered by braking one side- set of tyres, which allows the other side to overtake and so turn. In deeper snow, tracks are fitted to both side-sets of wheels. To drive the Argo you MUST have a licence issued by the National Parks and Wildlife Service (NPWS). To obtain a licence you must have a letter of authority from Narraburra Ski Club, on our letterhead, and signed by the Chairman or Secretary. These letters are issued by the Booking Manager and normally given to the Lodge Captain and maybe one other. You take this letter along with your Car Licence to the NPWS office in the Valley (just east of the Ski Tube Centre), pay a licensing fee and you will be issued a licence for the current winter season. You must carry your licence with you at all times when driving the Argo. The Lodge Captain may claim a refund from the Club for their Licence fee, so there is no reason for not having a licence. There are Police in the Valley who can stop you at any time and demand to see you licence. Please note that the Police also conduct RBT tests on oversnow drivers.
- 16. <u>THE GAME'S ROOM</u> is located downstairs at the front of the lodge. A pool table is supplied with all the necessary equipment. Please take care of this facility and do not allow your children, under the age of 18 in the room unsupervised. This room is not to be used for sleeping.
- 17. THE DOWNSTAIRS BATHROOM is located in the downstairs hall opposite the drying room and contains a shower recess, toilet and hand basin etc. This is a facility for weekenders, room 10 and early arrivals on a Saturday.
- 18. <u>THE DOWNSTAIRS TOILET</u> is located next to the game's room. This is an additional facility to the downstairs bathroom for skiers in full ski gear and boots and guests using the game's room.
- 19. <u>THE PROVISION STORAGE ROOM</u> is located directly opposite the Drying Room. Lodge supplies (jams, spices, cleaning fluids, pasta, oils, garbage bags, toilet paper, cleaning tissues, etc) are stored here. The room is locked and the Lodge Captain is provided with a key.
- 20. THE PLANT ROOM is located off the locker room and behind the drying room. One of the LP gas heaters for the central heating is located here along with hot water tanks. A return air filter is attached to this heater and should be cleaned each week by a person nominated by the Lodge Captain. The filter simply slides out from a slot at the juncture of the return air duct and the heater. The filter is cleaned (vacuum then wash if necessary) and replaced.
 - A second LP gas heater and hot water tank is located in the back of the ski storage area. The return air filter for this unit is located under the return air grill at the eastern end of the upstairs hallway (adjacent to the fire hose reel). Lift the grill and remove the filter directly beneath. The filter is cleaned (vacuum then wash if necessary) and replaced.
- 21. CENTRAL HEATING Warm air is distributed in a fully ducted system to all bedrooms and living spaces. The LPG unit in the plant room services the front of the lodge, upstairs and downstairs, and is controlled by a control panel in the dining room. The unit in the ski storage room supplies all the bedrooms, upstairs and downstairs. A control panel in the downstairs hallway, next to room 8, controls this unit. There are detailed instructions for operating the central heating at the lodge. Guests should be aware that the heater is programmed automatically and turns ON and OFF in five time zones. Guests should not attempt to reprogram the system, but are allowed to turn the system from AUTO to MANUAL to bypass the automatic program as required, particularly from 9 am to 4 pm when the automatic system turns the heater OFF. If you wish to know more about the heating system, ask the Lodge Captain, or the Booking Manager, to explain it at the lodge captain's party on Sunday night.

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WINTER OPERATIONS AND PEOPLE

- Upon arrival at the lodge you should look on the notice board for your room allocation and then find your bedroom. Rooms 1 to 6 are located upstairs and rooms 7 to 10 are located downstairs.
- A Lodge Captain will be appointed each week of occupancy and shall have powers and duties given by the rules listed below. His authority and ruling is paramount. The Club Captain is nominated by the Booking Manager and will be shown on the room allocation list.
- Occupants are responsible for their bedrooms, which must be cleaned before departure. (Carpet vacuumed, en suite washed and mopped, waste bins emptied, linen folded and stacked on each bed, blinds drawn and windows closed.)
- 4. Fire is a very serious risk in the snow country! No smoking is allowed throughout the lodge, including the outdoor deck area. Immediate eviction can result if you are caught smoking anywhere in the lodge. Cigarette butt containers are provided outside the winter front door.
- Please do not drink or eat in the bedrooms.
- Please do not dispose of sanitary pads, baby nappies, or any other paper than that provided, through the sewage system.
- Member's friends and guests staying at the lodge shall be the responsibility of the accompanying member and he/she will be liable for any damage or financial losses that may occur as a result of the others actions.
- 8. The Club Captain must give approval for parties and a majority of occupants in the lodge must agree.
- After parties all common living areas must be cleaned and all glasses, plates and cutlery must be washed before retiring.
- 10. The lodge is not open to the public, but at the discretion of the Club Captain, guests may invite friends to the lodge. No invited friends may stay over night, unless the Lodge Captain, after consultation with the Booking Manager, gives permission and receives an accommodation tariff.
- 11. The club will not be responsible for any private property left at the lodge. The club will dispose of all unclaimed gear at the end of each season.

12. LODGE CAPTAINCY

The Lodge Captain shall:

- (a) Ensure that all occupants acquaint themselves with the operation of the lodge and the fire equipment. To this end, the club will fund a Sunday night party before dinner to welcome and inform all guests in the running of the lodge. It is the Lodge Captain's responsibility to speak to you all and run through the fire drill and to inform you of any other arrangements for the week. Before this party he will post a duties roster on the notice board, where everyone is allocated a cleaning duty or job. He will also inform you of the runs he proposes to make in the Argo each afternoon after skiing.
- (b) To answer any questions occupants may have regarding where things are kept or how the lodge operates.
- (c) To remind occupants of their duties if they have failed to respond. Some duties need to be done more than once a week. He will tell you if a duty needs to be done.
- (d) Report all faulty and broken equipment and take such immediate action, as is required, for the return of all services to normal.
- (e) See that occupants adhered to all the rules.
- (f) Check with the Booking Manager before allotting any unbooked beds, or approving any "stay overs". Collect any tariffs or arrange for the Booking Manager to collect such tariffs.
- (g) Be responsible for orderly behaviour in the lodge at all times and report any gross infringement of the rules to the Booking Manager or the Chairman of the Board.

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MEMBERSHIP STATUS

- 1. <u>A MEMBER</u> is a person with a share holding in Narraburra Ski Club Co-Operative Limited, as defined in the Club Rules under Rule 13.
- 2. <u>AN ASSOCIATE</u> is the spouse or partner of a Member and the dependent children of the Member. A Member's child remains an Associate till they become 18 years old, or become independent, after undertaking full time education.
- 3. <u>AN AFFILIATE</u> membership is available to a member's children, including partners children of a de facto relationship, subject to the following conditions:
 - a) Payment of a once off non-refundable fee including GST, except as specified in Clause (m) below, which will be determined from time to time by the Board of Directors.
 - b) Payment of an annual subscription, as determined annually by the Board of Directors. Affiliates need to be financial to qualify for any rights applicable under this membership category.
 - c) If an Affiliate's annual subscription is outstanding for a period of two years, written notice provided by the Board of Directors will advise that the membership will be forfeited, unless any outstanding subscriptions are paid immediately. Should any outstanding subscriptions not be received in the following 30 days from the date of this letter, the Affiliate membership will be automatically forfeited.
 - d) The Affiliate form of membership is not saleable or transferable, except as specified in Clause (m) below.
 - e) The Affiliate form of membership survives as long as the supporting membership continues, and is not sold or transferred outside the immediate family.
 - f) At such time that the supporting membership is sold or transferred outside the immediate family, all attached affiliate memberships become null and void.
 - g) Affiliate members do not contribute to any levies as maybe applied to other membership categories from time to time, excepting annual subscriptions.
 - h) Affiliate members do not have voting rights at club elections or AGMs.
 - i) Affiliate members pay for accommodation at current member's rates. An Affiliate member may bring a single accompanying guest at member's accommodation rates.
 - j) Additional guests accompanying an Affiliate over and above that in clause (i), including children over the age of five years old, pay for accommodation at guest's rates. Children under five are accommodated at no charge, subject to availability conditions.
 - Affiliate members have booking priorities immediately after those of full members.
 - If an existing Affiliate member or their spouse, purchase a full membership, the Affiliate membership purchase fee, (ex GST), will be refunded to the Affiliate member, up to the amount paid as a Transfer Fee by the vendor. Any outstanding annual subscriptions or fees will be deducted from the refunded amount. The Affiliate membership involved will immediately become void following allotment of a full membership except as in clause (m).
 - m) A Full Member may, following application to the Board, and following the Board's approval, exchange their membership with an existing immediate family Affiliate Member at no fee. Any outstanding fees applying to either membership must be paid to the club in full, prior to any application being considered by the Board. In this circumstance, existing sibling affiliate memberships will continue until such time as the circumstances in clauses (e) and (f) occur.

4. <u>AN HONORARY MEMBER</u> is a membership status to acknowledge a past member's extraordinary achievements and contributions to the Club.

A Club Member may nominate a past Member for consideration by the Board for this status, prior to the 30th November of any year. Nominations should include details of the achievements of the nominee that are considered extraordinary. To be considered for Honorary Membership a nominee must have ceased membership of the Club at least two years prior to nomination.

Nominees and their achievements will be summarized in a letter to members prior to the Annual General Meeting. Any comments by members regarding the proposal must be directed to the Board in writing, to be received prior to the 30th December of the given year. In view of privacy arrangements, no discussion on the proposal will take place at the Annual General Meeting.

To be successful, a nomination must be approved by at least two thirds of the Directors of a full Board. Nominees and proposers will be notified by mail of the outcome and where Honorary Membership is approved, announced to the membership at the next Annual General Meeting or via the next edition of Ski Trails.

An Honorary Membership shall have the following attributes:

- a) Accommodation at members rates for themselves and their partner whilst an Honorary Member.
- b) Booking privileges will be at the same level as guests.
- c) An Honorary membership is not transferable and will cease upon death or at such time as revoked by the Board.
- d) No annual subscription or levies are chargeable.
- e) No voting rights are attached.
- f) An Honorary Membership certificate shall be presented.
- g) Honorary Members will receive Ski Trails and notices of General Meetings and where applicable other Club communications of general interest. They will also be entitled to access the membership section of the Narraburra web site.
- 5. <u>PERIOD SET</u>. The Narraburra Ski Club Co-operative Limited Rules refer to "a period set by the Board" at various places. For the avoidance of doubt, the Board has determined the following definitions of "period set":

Rules Clause	Relating To	Period Set
15 A (i) (c) 15 A (ii)	Annual Subscriptions	2 years
15 C (i) (c) 15 C (ii)	Fire Safety and Protection Levy	6 months
15 E (i) (c) 15 E (ii)	Upgrading Levy	12 months
15 G (i) (c) 15 G (ii)	Maintenance Levy	6 months

BOOKING RULES

1. DEFINITIONS:

For the purpose of these booking rules:

A MEMBER is as defined in SECTION 3 of the By-Laws.

AN ASSOCIATE is as defined in SECTION 3 of the By-Laws.

AN AFFILIATE is as defined in SECTION 3 of the By-Laws.

A GUEST is a friend of, or known to, a member, associate or affiliate.

THE BOARD means the Board of Directors elected by the members at an Annual General Meeting.

THE BOOKING MANAGER is the Director elected as Booking Manager by the members at an Annual General Meeting.

THE SEASON is that period between the 1st June and the end of the October long weekend, inclusive or as otherwise prescribed by the Booking Manager.

- 2. Accommodation is limited to 19 occupants over the age of five years. All children under the age of five years do not count in the occupancy numbers.
- 3. Weekly accommodation is from 12 noon Saturday to 12 noon the following Saturday.
- 4. Weekend accommodation is from 9 pm Friday to 9 pm Sunday.
- 5. Each year, in December or later, the Booking Manager shall publish an Accommodation pamphlet giving details and pricing of accommodation for the forthcoming season. This will be accompanied with a number of Booking Forms, which are to be filled out in application for accommodation. Only those applications that are accompanied by appropriate payments will be deemed to be valid.
- 4. Winter bookings open mid February. The Booking Manager advises the exact date each year.
- 5. All bookings received before the opening date are recorded as been received on the opening date.
- 6. If too many bookings are received for any week by the opening date, usually the July school holiday weeks, a ballot will be held. Any member losing their booking by ballot will automatically be given a booking the following year before balloting begins. An independent person, such as the Auditor, conducts ballots.
- 7. The winter season is divided into various periods with different accommodation rates for each period. The Booking Manager advises the exact dates for these periods each year. Typical periods are:

June long weekend	Discount rates apply
Early June	Special rates apply
Late June	Discount rates apply
July and August	Peak rates apply
Early September	Shoulder rates apply
Late September	Special rates apply
October long weekend	Special rates apply

Family discounted rates apply in some weeks, as specified by the Booking Manager, and are for a family of 5 maximum. For families of more than 5, the extra bookings are at normal rates and are additional to the family rate.

- 8. Associates pay member's rates for each winter period.
- 9. Affiliates and one accompanying friend pay member's rates for each winter period.
- 10. Guests pay the nominated rates for each winter period.
- 11. Affiliate's children over 5 years old pay guest's rates for each winter period.

- 12. All children under the age of 5 irrespective of whether their parents are Members, Affiliates or Guests are accommodated free, provided they stay in the same room as their parent/s or carer/s.
- 13. Booking priorities exist, ranking down from Members and his/her Associates (first priority) to Affiliates (second priority) and then Guests (third priority).
- 14. Members may bring with their first priority their spouse and children.
- 15. Members may alternatively bring, with their first priority with or without their spouse and without their children, up to three adult guests for all periods except the NSW July school holidays.
- 16. A spouse may stand in for a member in regards to the above priorities.
- 17. An unmarried Member may bring, with their first priority, one guest for the full season.
- 18. Affiliates may bring, with their second priority, their spouse or one friend for the full season.
- 19. Members and Associates, along with their accompanying Guests, have first priority till 1st April for bookings up until the last Saturday in July and priority till 1st May for bookings thereafter.
- 20. Affiliates, along with their allowed friend, have second priority. They have priority over guests, but not members, till 1st April and 1st May as for members above.
- 21. Guests, other than those with priority from Members, Associates or Affiliates, have third priority after Members, Associates and Affiliates.
- 22. After the priority dates of 1st April and 1st May, as mentioned above, it is "First in first served".
- 23. Bookings for the winter season for weekends or any period less than 7 days including a Friday and/or Saturday night, will attract a surcharge of 30% for those Friday and Saturday nights on top of the nightly rate applicable. Member's weekend bookings have a priority immediately after member's weekly bookings. Weekend bookings for guests, unaccompanied by a member, cannot be confirmed until 10 days prior to the booking date.
- 24. Bookings for the winter season, for irregular periods, other than weekends as above, will incur a \$10 charge and the booking cannot be confirmed until 10 days prior to the booking date.
- 25. All bookings for weekends and "carry-overs" must be confirmed with the Booking Manager.
- 26. All cancellations of bookings that have been confirmed will incur a handling charge of 20%. Cancellations of bookings in excess of 8 weeks prior to the confirmed date will receive an 80% refund; less than 8 weeks but more than 6 weeks will receive a 30% refund; 6 weeks or less will receive no refund. Cancellations caused by sickness, injury or death in the family may be refunded in full, subject to the Booking Manager's approval. The Booking Manager must approve all refunds, either in full or in part.
- 27. Members and Guests are very welcome to stay at the Lodge during Summer and Autumn, but they may be required to share the lodge with work parties, who have priority, except during the April NSW school holidays.
- 28. The Booking Manager has absolute control over all booking rules.

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PENALTIES FOR NON COMPLIANCE WITH THE BY LAWS

1. A first offence, coming to the notice of the Board of Directors.

The Board, or any member of the Executive of the Board, may require a Member, Associate, Affiliate or Guest to give a written explanation of their alleged breach and, if admitting to the breach, a commitment to refrain from any such further action. If the Board deems a person to be guilty of an offence, a written warning will be issued, explaining the penalties for any further breaches. If the Board, after receiving a satisfactory explanation, deems that no offence has occurred the matter will be resolved and the person concerned will be notified in writing.

A second offence, coming to the notice of the Board of Directors.

If the second offence is materially different from the first offence, the offence will be treated as though it was a first offence, except that any warnings issued will be more intense and refer to the previous breach/s.

If the alleged second offence is materially the same as any first offence, the Board will require that person to again give a written explanation and reasons why the offence should not be penalised. If the Board upholds the alleged offence they may, on a majority decision, incur any of the following penalties (which are listed in order of severity):

- a) Be required to attend a Board Meeting for disciplinary action.
- o) Given a final warning, whereby any further offences will attract a loss of booking writes for a given time.
- c) The banning of further accommodation bookings, if the offender is a Guest.

3. A third offence, coming to the notice of the Board of Directors.

If the alleged third offence is materially the same as any second offence, the Board will require that person to attend a Board meeting to explain the alleged offence. If the Board upholds the alleged offence they will, on a majority decision, incur any of the following penalties (which are listed in order of severity):

- Given a final warning, whereby any further offence will attract any of the following more severe penalties.
- b) Loss of booking rights for a given time.
- c) The banning of further accommodation bookings, if the offender is a Guest.
- In extreme cases, the forfeiture of membership in accordance with Club Rule 17, EXPULSION OF MEMBERS.