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 friends. Courtesy to others and tolerance are always appreciated. Look after it as though it is your own, keep it clean and tidy by performing your allocated duties and leave it clean and enjoyable for the next incoming visitors.
- 2. Our aim with the By-Laws is to provide and keep a standard of accommodation which exceed the expectation of those visiting the Lodge. Please bear in mind our running costs, such as electricity, gas and water and conserve energy wherever possible.

MEMBERSHIP STATUS

- A MEMBER is a person with a shareholding in Narraburra Ski Club Co-Operative Limited, as defined in the Club Rules under Rule 13.
- AN ASSOCIATE is the spouse or partner of a Member and the Dependent Children of the Member as defined in By-Law Section 2 Rule 1.
- 3. <u>AN AFFILIATE</u> is a person with affiliate membership which is attached to a member as defined above. An affiliate membership will cease to exist should the supporting membership be sold. Eligibility is subject to the following conditions:
 - a) An Affiliate membership is available to a Member's children.
 - b) The applicant is aged between 18 and 25 years of age at the time of application, except where the applicant has been an Associate for at least ten years, as defined under By-Law Section 1 Rule 2.
 - Payment of a once off non-refundable fee including GST, except as specified in By-Law Section 1 Rule 3 (n) below, which will be determined from time to time by the Board of Directors.
 - d) Payment of an annual subscription, as determined annually by the Board of Directors. Affiliates need to be currently financial to qualify for any rights applicable under this membership category.
 - e) 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.
 - f) Their Affiliate form of membership is not saleable, or transferable, except as specified in By-Law Section 1 Rule 3 (n) below.
 - g) The Affiliate form of membership survives as long as the supporting membership continues and is not sold or transferred.
 - h) At such time that the supporting membership is sold or transferred, all attached Affiliate memberships become null and void, except as specified in By-Law Section 1 Rule 3 (n) below.
 - Affiliate members do not contribute to any levies as maybe applies to other membership categories from time to time, except annual subscriptions.
 - j) Affiliate members do not have voting rights at Club elections or AGMs.
 - k) Affiliate members pay for accommodation at current Member's rates In accordance with By-Law Section 2 – Booking Rules.
 - Dependent children under the age of 18 of an Affiliate parent pay for accommodation at Member's rates. Children under five are accommodated at no charge, subject to conditions.
 - m) Affiliate members have booking priorities immediately after those of Members.
 - n) A 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 and unless subject to any special consideration by the Board, existing sibling Affiliate memberships will cease to exist.
- AN HONORARY MEMBER is a membership status to acknowledge a past Member's extraordinary achievements and contributions to the Club.

A Member may nominate a past Member for consideration by the Board for this status, prior to the 30 November of any year. Nominations should include details of the achievements of the nominee that are considered extraordinary. 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 30 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 the majority of the Directors of a full Board. Nominees and proposers will be notified 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 Narraburra Newsletter/Ski Trails.

An Honorary Membership shall have the following attributes:

- a) Accommodation at Members rates for themselves and one accompanying Guest whilst an Honorary Member.
- b) Booking privileges will be at the same level as Members.
- 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 newsletters 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.

BOOKING RULES

1. DEFINITIONS:

	For the purpose of these booking rules:			
		A MEMBER is as defined in By-Law Section 1 Rule 1.		
		AN ASSOCIATE is as defined in By-Law Section 1 Rule 2.		
		AN AFFILIATE is as defined in By-Law Section 1 Rule 3.		
		A GUEST is someone who is not defined as a Member, Associate, Affiliate or Honorary Member.		
		A DEPENDENT CHILD is a child of a Member or Affiliate until they turn 18 years of age or become independent. If a Member or Affiliate's child is completing tertiary education/apprenticeship after high school while under the age of 25, they remain a Dependent Child		
		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 Board.		
		THE WINTER SEASON is that period between the beginning of the June Long weekend and the end of the October long weekend, inclusive or as otherwise prescribed by the Booking Manager.		
2.		commodation is limited to 19 occupants over the age of five years. All children under the age of five years not count in the occupancy numbers.		
3.	Bookin	g priorities for the winter season are as follows:		
		Members and Associates, along with their accompanying Guests, have priority till 1 April for bookings until the last Saturday in July and priority till 1 May for bookings thereafter		
		Following the above Members' priorities, Affiliate bookings are considered next, prior to the Guest bookings		
		After 1 May all bookings are on a first come first serve basis.		
4.	Weekly	Accommodation is from 12 noon Saturday to 12 noon the following Saturday.		
5.		end Accommodation is from 12 noon Friday to 12 noon Sunday, bags may be neatly stored in the s room until 5 pm if skiing.		
6.	Mid-we	d-week Accommodation is from 12 noon Sunday to 12 noon Friday.		
7.		regular Accommodation is any winter period other than as above but should consists of a minimum two ays; Check-in on the day of arrival and checkout on the day of departure is 12 noon.		
8.	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.			

Winter bookings open 15 February. Summer bookings open 1 September. All bookings received before the

relevant opening date are recorded as been received on the opening date.

9.

- 10. Weekend Accommodation bookings for the winter season, by Guests, unaccompanied by a Member, cannot be confirmed until 10 days prior to the booking date.
- 11. Irregular Accommodation bookings cannot be confirmed until 10 days prior to the booking date.
- 12. If too many bookings are received for any week by the opening date, 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, or a Board member other than the Booking Manager conducts ballots.
- 13. 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:

Ч	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.

- 14. 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 60% for those Friday and Saturday nights in peak season and 30% at other times on top of the nightly rate applicable. Weekend Accommodation bookings have a priority immediately after Members' Weekly Accommodation bookings.
- 15. Bookings for the winter season, for Irregular Accommodation periods, other than Weekend Accommodation as above, will incur a \$30 charge.
- 16. Members and their accompanying 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 Christmas/New Year period and NSW school holidays.
- 17. 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.
- 18. Members and accompanying Associates pay for accommodation at current Member's rates. Alternatively, and subject to clause 26, in the absence of any accompanying Associates, a Member may bring one accompanying Guest at Member's rates, additional Guests pay the applicable Guest rate.
- 19. Affiliate members and their accompanying spouse and their Dependent Children pay for accommodation at current Member's rates. Alternatively, and subject to clause 26, in the absence of any accompanying spouse or Dependent Child, an Affiliate member may bring one accompanying Guest at Member's rates, additional Guests pay the applicable Guest rate.
- 20. Guests pay the nominated Guest rates for the booking period.

- 21. All children under the age of 5 irrespective of whether their parent/s are Members, Associates, Affiliates or Guests are accommodated free, provided they stay in the same room as their parent/s or carer/s.
- 22. Members may bring under their booking priorities under Rule 3 their spouse and Dependent Children.
- 23. Members and Affiliates may alternatively book, under their booking priorities under Rule 3, with or without their spouse and their Dependent Children, up to three adult Guests (to a maximum of four people) for all periods except the NSW July school holidays over which period only one Guest (to a maximum of two people) may be booked.
- 24. A Member's spouse may stand in for a Member in regard to the booking priorities under Rule 3.
- 25. All bookings for weekends and "carry-overs" must be confirmed with the Booking Manager.
- 26. The Booking Manager has the responsibility to apply the By-Law before applying their own discretion to all booking matters.

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 containing a hair drier and cleaning product, towel rack, shelf, wall mirror, and power points. Each bed is supplied with an innerspring mattress, mattress protector, two pillows with pillow protectors, blankets, and a doona. A clean doona cover, fitted sheet, pillowcase is supplied each week, which must be self-laundered at the end of your stay. Visitors must supply their own towels. 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 controlled in individual rooms with adjustable vents. There is also a wall mounted heater in each room. Before vacating your bedroom, you are required to strip the beds, self-launder the linen, empty waste bins, clean 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.
- 3. THE KITCHEN is fully equipped with a gas stove and exhaust fan, two electric ovens, two microwave ovens, two dishwashers, 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 directed that the lodge is being closed, please follow the lodge closure instructions.
- 4. 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, 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 sound system, with wall hanging speakers, is in the dining area. To make it easier for people to eat, please refrain from using any devise in this area during breakfast and in the evening.
- 5. 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.
- 6. THE UPSTAIRS HALL. A fire hose reel and two fire extinguishers are 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. Other wall storage cupboards contain the laundered doona covers, double and queen-sized sheets, a first aid kit, extra toilet paper and kitchen cleaning equipment.
- 7. THE LOFT. The loft is off-limits to all visitors. It 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. <u>THE BALCONY</u>. Two sets of outdoor furniture are supplied along with a gas barbecue. Umbrellas are supplied for use during sunny days and particularly in summer and are stored in the garage-area.
- 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 memorabilia boards are.
- 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 (NEVER switched above "2") 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 where additional cleaning products can be found in the overhead cupboards including supplies for the bathrooms and kitchen. 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, sheets, pillowcases and bath mats is to be carried out when vacating your room. With changeover day usually Saturday, please complete your personal laundering on Friday night.
- 13. THE LOCKER ROOMS are located in the basement off the downstairs hall to the back bedrooms. Lockers are provided for members. 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.
- 16. THE OVER-SNOW VEHICLE is parked at the lodge unless it has been taken for maintenance. To drive the oversnow vehicle 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 valid Driving 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 both your valid driver licence and oversnow license with you at all times when driving the oversnow vehicle. 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 vehicle drivers and the NPWS Officers check on traffic signs being strictly observed (and issuing of fines for non-observance!). The Lodge Captain may claim a refund from the Club for their Licence fee.
- 17. THE GAME'S ROOM is located downstairs at the front of the lodge. A pool table is supplied with all the necessary equipment, there is also make-shift table tennis table and necessary equipment. Please take care of this facility and do not allow your children, under the age of 18 in the room unsupervised. The shelving and cupboards also house the Narraburra "library".
- 18. <u>THE DOWNSTAIRS BATHROOM</u> is located in the downstairs hall opposite the drying room and contains a shower recess, toilet and hand basin etc. This is an available facility for early arrivals.
- THE DOWNSTAIRS TOILET 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 visitors.
- 20. <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 is to be only accessed by the Lodge Captain.
- 21. 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.

22. <u>CENTRAL HEATING</u> 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. Visitors should be aware that the heater is programmed automatically and turns ON and OFF in five time zones. Visitors 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.

OPERATIONS AND PEOPLE

- 1. 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 9 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. Their authority and ruling is paramount. The Lodge 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. Please refer to Operations of Equipment above.
- 4. Fire is a very serious risk in the high 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.
- 5. Please do not drink or eat in the bedrooms.
- Please do not dispose of sanitary pads, baby nappies, or any other paper than the toilet paper provided, through the sewage system.
- Member's Guests staying at the lodge shall be the responsibility of the accompanying member and they will be liable for any damage or financial losses that may occur as a result of the others actions.
- 8. The Lodge 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 Lodge Captain, visitors may invite friends to the lodge. No invited friends may stay overnight, 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, during the winter season, before dinner to welcome and inform all visitors in the running of the lodge. It is the Lodge Captain's responsibility to speak to all and run through the fire drill and to inform of any other arrangements for the week. Before this party they will post a duties roster on the notice board, where everyone is allocated a cleaning duty or job. They will also advise regarding the oversnow vehicle runs they propose to make in the afternoon after skiing.
- (b) Answer any questions occupants may have regarding where things are kept or how the lodge operates.
- (c) Remind occupants of their duties if they have failed to respond. Some duties need to be done more than once a week. They 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.

NON-COMPLIANCE WITH THE BY LAWS

- 1. On receipt of any instance of alleged non-compliance with the By-Laws, the Board will seek a written explanation from the responsible Member, Associate, Affiliate or Guest. Based on the explanation provided and the seriousness of the alleged non-compliance, the Board may at its discretion adopt any of the following remedies:
 - a) If the Board deems the explanation demonstrates non-compliance to be inadvertent, the responsible party will be informed in writing with a caution.
 - b) Be required to attend a Board Meeting on the non-compliance issue.
 - c) Given a final warning, whereby any further offences will attract a loss of booking rights for a given time.
 - d) The banning of further accommodation bookings if the offender is a Guest.
 - e) In extreme cases, the forfeiture of membership in accordance with Club Rule 17, EXPULSION OF MEMBERS.