

ELOUERA SKI CLUB LTD.

BY-LAWS

(Amended 11/2/2012)

This circular sets out the decisions of the Committee of Elouera Ski Club Ltd relating to the administration of the Club. In addition to these operating By-Laws, the Club is bound by the current rules laid down by the Commissioner of Corporate Affairs and the terms and conditions as specified in the Lease Document dated 27 May 1985.

The operating By-Laws are sub-divided into the following sections: -

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| K | <i>Standing Orders (Separate to and not included in these By-Laws)</i> | |
| | <i>A set of Standing / Operational Orders shall be used for the efficient conducting of Board / Committee Meetings and the Business of the Club. These orders shall be not inconsistent with the Memorandum and Articles of Association of Elouera Ski Club Ltd, the By-Laws of the Club, any requirements of the Club's Lease, the NSW Companies Act, the Australian Securities and Investments Commission (ASIC) and The Australian Tax Office (ATO).</i> | |

SECTION A - ACCOMMODATION CREDIT POINTS

ANNUAL ALLOCATION.

1.(a) **Credit Points Allocated.** Each year an amount of 20 points (for each Unit Invested) will be transferred to each members "Accommodation Credit Points Account" (Finances permitting). See table.

| MEMBERSHIP UNITS | CREDITS ANNUM | MEMBERSHIP TYPE |
|---------------------|------------------|--------------------|
| 2 | 40 points | Ordinary |
| 3 | 60 points | Ordinary |
| 4 | 80 points | Special A |
| 5 | 100 points | Special A |
| 6 | 120 points | Special B |
| 7 | 140 points | Special B |
| 8 | 160 points | Special C |
| 9 | 180 points | Special C |
| 10 | 200 points | Extraordinary* |

*An additional 20 points to be added for each additional Unit.

- (b) **Out of Pocket Expenses.** Accommodation Credit Points may be granted for *out of pocket expenses* incurred on behalf of the club as detailed in the Section "*Allocations for Work Parties*".
- (c) **Bonus Credit Points.** The committee may issue bonus points at a rate to be determined annually:
- Calculated on the minimum balance of unused credits held per annum.
 - For money loaned to the club.
 - For non member bookings.
2. **Credit Points List.** An Accommodation Credit List will be compiled stating the points accrued as at 31 December each year. This list will be circulated to the members prior to the opening of bookings, the value of Credit Points on that list being those available for bookings during the coming season.
3. **Bookings.** Accommodation Credit Points may be offered when making bookings however, priority will only be granted on the notified opening date of bookings. Members may offer the total amount of Whole Credits Points accumulated or lesser amounts of Whole Credit Points.
4. **Credit Points Offered.** For each Accommodation Credit Point offered for accommodation a two dollar reduction in accommodation charge will be granted.

5. **Transfer Credit Points.** Accommodation Credit Points may be transferred. Requests to transfer credits must be in writing and in a form acceptable to the Committee. A fee may be charged on transfers, such fee is to be determined by the Committee.
6. **Restriction of Use of Credit Points.** The Committee may restrict the use of Accrued Accommodation Credit Points for booking priority.

ALLOCATION FOR WORK PARTIES.

7. **Out of Pocket Expenses.** Credits Points for *Out of Pocket Expenses*, when participating on work parties, are given to members and non-members. The credit points may be taken as payment or part payment of lodge accommodation or club charges.
8. **Transport:** The value set by the Australian tax office (preceding year) for the vehicle engine capacity, multiplied by the kilometres travelled, divided by three. The resultant is the number of credit points granted for transport.
9. **Meals:** Any adult working at the lodge is entitled to *Out of Pocket Expenses*, to a value of ten (10) credit points each per meal, while travelling to, and working at, the lodge.

ALLOCATION for "ACCOMMODATION IN ADVANCE".

10. **Deposit Funds:** A member may earn "*Accommodation in advance*" Credit Points if they deposit funds with the club. These amounts must be in multiples of one hundred dollars (\$100.00).
11. **Allocation:** "*Accommodation in Advance*" Credit Points will be allocated on the 1st of January each year at a rate determined by the committee.
12. **Availability of Refunds.** The Elouera Ski Club will hold an overdraft with a bank to ensure that deposit funds, which need to be withdrawn quickly, may be refunded with a minimum of inconvenience to the depositor.
13. **Clubs Right to Refund Deposits.** The Elouera Ski Club LTD at all times reserves the right to refund all or part of any Accommodation in Advance funds held by the club. At least 30 days notice of the clubs intent will be given, in writing, to each Depositor at their address as recorded with the Club.

SECTION B - BOOKINGS

14. **Booking Periods.** The Committee will decide the periods during the year when accommodation will be available to members and guests and the dates for lodgement of applications. For purposes of bookings and accommodation, there shall be two seasons: viz. Ski season and summer season.

The ski season will normally commence on the first Sunday in June and normally terminate on the second Sunday in October. The summer season will normally commence on the second Sunday in October and terminate at the beginning of the ski season for the following year.

- 15(a). **Applications.** All applications for accommodation at the lodge shall be forwarded in writing, preferably on the official form, (*either manual or electronic*) to the Booking Manager.
- (b) **Accommodation Allocation:** - The Committee will allocate the lodge accommodation when excess applications are received. Such decisions shall be final and binding on all club members. Refer Accommodation Credit Points.
- (c) **Children Unaccompanied:** - Bookings will not be accepted from children under the age of 16 years unless they are accompanied by an adult. Bookings for children of the ages of 16 and 17 years, unaccompanied by an adult, shall only be accepted at the discretion of the Committee.
- (d) **Booking Period:** - Bookings will be on a weekly basis from noon Sunday to noon Sunday, and may be for one or more weeks. Bookings for any broken period will only be considered 21 days prior to the period requested. The Queen's Birthday weekend will be allocated with the ski season bookings.
- (e) **Non-member Applications:** - Applications for bookings from non-members will not be accepted unless the application form is *verified (either manually or electronically)* by a member. Any member who *verifies* a non-member booking application accepts full responsibility for the conduct of all persons on the application.
A member should be booked into the lodge for a non-member booking to be accepted.
- (f) **Accommodation Limit:** - The Booking Manager has been directed to limit the lodge weekly accommodation to the number (54) specified in the lodge lease.
- (g) **Unbooked Occupancy:** - No person shall, under normal circumstances, occupy the lodge unless accommodation has been booked in advance. Those who arrive at the lodge without a booking may be required to pay a surcharge if accommodation is granted by the Booking Officer.

- (h) **Single Accommodation**: - All accommodation is sold as Shared Accommodation. If Members or Guests require Single Accommodation this is may be available on payment of the prescribed single supplement fee and is subject to availability and special conditions and is not available until confirmation by the Booking Officer.

16. **Priorities.**

- (a) **Allocation of Priority**: - All bookings received prior to the "Notified Opening Date of Bookings" will be deemed to be received on the "Opening Date of Bookings" and will be allocated in order of highest to lowest Credit Point Rating offered with the booking.

Note. Accommodation Credit Point Rating is determined by:-

$$\frac{\text{Accommodation Credit Points Offered}}{\text{Rating Factor}}$$

Where the Rating Factor for members shall be the number of beds occupied by that booking, except that a member family shall be deemed to be (two).

The Rating Factor for Non-member families shall be the number of beds occupied.

- (b) **Applicants** may allocate Credit Points to other parties wishing to accompany them on the one booking.
- (c) **Priorities** offered with each booking are on a weekly basis.
- (d) **Quantity of Credit Points**: - Applicants may offer Credit Points greater than the value of the booking to ensure absolute priority. Such cases will result in a cash refund (at the discretion of the Board).
- (e) **Unsuccessful Applicants**: - Where applicants are unsuccessful in obtaining a priority booking for the period applied for, they will be given the opportunity of applying for other periods for which there are vacancies, before bookings are open to non priority bookings.
- (f) **Non Priority Bookings**: - After the priority bookings have been allocated, non priority bookings will be allotted, preference being given to members. Thereafter, bookings will be allocated in order of receipt. If sufficient vacancies exist, a list of them will be circulated to all members.

17. **Eligibility for Members Rates.**

A member with a family may book that family for unlimited accommodation at member's rates. A family consists of a member's spouse or companion plus the member's children who are aged up to and including 19 years.

An Ordinary member (two or three units) may elect to nominate one other person, instead of and excluding the spouse, as their booking companion for that calendar year.

Special members (four or more units) may elect to nominate a spouse and one other person or two booking companions, instead of and excluding the spouse, for that calendar year. (* plus an extra person for each 2 units in excess of 4 held.)

An Associate - a person owning one (1) single \$1000.00 Subscribed Capital Unit - (on payment of the annual subscription) is permitted to make bookings and pay members rates for themselves only. They may take other guests with them who will pay Non Member rates. Bonus points for taking guests would also be granted. They will receive the newsletter and be issued with annual credit points but will not be eligible to vote at a meeting of the Club.

An Affiliate – a person who has paid \$100 initial payment deposit is permitted to book but must pay the non member rate. They will receive the newsletter but will not be eligible to vote at a meeting of the Club.

18. **Booking Cancellations.**

If accommodation credit points are used to secure a booking and that booking is cancelled, a cancellation fee of five and a half accommodation credit points will be charged for each booking cancelled. If accommodation credit points were not used to secure the booking a cancellation fee will be charged, this being a eleven dollar (\$11) cash reduction in refund.

Requests for cancellation must be in writing. Refunds will be made on the following basis: -

6 weeks or more written notice full refund of the booking cost less the fee.

4 weeks - 6 weeks written notice 2/3 refund of the booking cost less the fee.

Less than 4 weeks written notice **with a *Doctors Certificate*** Credit Points for use on a future occasion to a value of 1/2 the booking cost less the fee.

Less than 4 weeks written notice **without a *Doctors Certificate***. **No refund.**
(The Board may use discretionary powers if the accommodation is relet).

19. **Change of Bookings.**

Any change of booking must be in writing and be approved by the committee. A "Change of booking fee" may be charged, that fee being five dollars (\$5).

SECTION C - CHARGES.

20. **Winter Tariff** rates shall be decided by the Committee and will be notified in a booking circular issued before the opening of the priority bookings. The Committee shall also determine the concession rates for the off-peak times of the year.
21. **Summer Tariff** rates shall be decided by the Committee and will be notified in a booking circular issued before the opening of priority bookings.
22. **Food Store.** A food store is operated by the Club, at the lodge. It is necessary that a food store deposit, as determined by the Committee, accompany the booking form. Any unused portion of the deposit will be refunded, or alternatively any excess must accompany the food store docket. (Unpaid excess refer Penalties Section G).

Members and Guests who do not use the food store must return a completed Food Store Docket showing nil use. No refund may be made without the returned Food Store Docket.

The full accommodation dues plus food deposit must accompany each application.

SECTION D - LODGE MANAGEMENT.

- 23, **Lodge Captain.** The Committee may delegate control of the lodge to any member for a stated period. This member will become Lodge Captain and shall be responsible for the comfort of all lodge residents and for the general supervision and maintenance of the lodge and equipment. **The Lodge Captain** shall have the right to enforce the by-laws and to reprimand and report to the Directors present, or to the Committee, any member or other person guilty of unseemly conduct or causing damage to the Club's property.

The Lodge Captain shall be responsible for: -

- (a) Allocation of accommodation, after consultation with the Booking Officer, where any anomalies exist,
 - (b) Allocation of tasks essential to the operation of the lodge,
 - (c) Submission of a weekly report to the Committee,
 - (d) Control of all lodge systems, i.e. heating, food store, emergency lighting, refrigeration, fire equipment and board, telephone, etc.
 - (e) Obtaining a lodge key before travelling to the lodge.
24. **Directors.** The Committee or such Directors as may be in residence shall have vested in them the right to assist the lodge captain in his control and management of the lodge during that period.

SECTION E HOUSE RULES.

25. **Times for Arrival and Departure.** The nominal time for occupying and vacating the lodge is **noon** on Sunday. People moving out **must** clean, tidy and vacate their room by this time. Luggage should be left in the foyer of the lodge.

Incoming residents must not disturb or inconvenience those already in the lodge. People coming into the lodge should not arrive before 8.00 am on the Sunday morning and should leave their luggage in the recreation room until their room is vacant.

26. **Guest Register.** Residents of the lodge are required to record particulars of their arrival and departure information in the guest register provided.

27. **Lodge Cleaning.** The Lodge Captain will allocate different community cleaning jobs to residents during the week; these must be attended to promptly.

28. **Fire.** On arrival Guests should make themselves familiar with all fire exits and the location of fire fighting equipment.

By law all rooms within the lodge are fitted with fire/smoke detectors. These detectors are connected to the lodge fire control system. The detector will react to smoke and other emissions in the room (such as steam escaping from an open en-suite door) then the Fire Alarm will sound in the lodge. It is imperative that the en-suite door be closed and kept closed and the extractor fan activated while the shower is operational and steam is still present in the en-suite.

In case of an actual fire the Fire Station at Perisher Valley must be called and a Fire Appliance Vehicle will be despatched.

NOTE: - If the callout is a false alarm, a charge (currently \$250) may be levied and passed on to the person responsible.

It is unlawful for any person other than a trained operator of the Lodge Fire Control Systems, or in the event of an actual fire an attending fire officer, to reset the alarm system. Residents may cease the alarm siren but **must not** reset the alarm.

Members and guests **must not interfere** with the electrical switchboards, water connections, fire fighting equipment, gas and space heating, except in the case of an emergency. The use of **Electric Blankets & Portable Electric Heaters** is **prohibited**.

Persons in residence in the lodge are required to make themselves available to assist fire fighting operations within the local area, and carry out duties as requested by the responsible fire officer.

29. **Smoking is prohibited anywhere within the lodge.** But is tolerated on the verandahs attached to the dining rooms where **receptacles are provided for butts. Butts are not to be disposed of by discarding them adjacent to the lodge surrounds. Please use “Bin Your Butts” Containers provided (labelled film containers)**

30. **Ski Boots.**

- (a) Ski boots **must not** be worn beyond the foyer
- (b) Ski boots shall be cleaned of snow and mud prior to placing them in either of the drying or ski rooms.

31. **Skis.** Must not be brought into any part of the lodge other than the workshop, ski and locker rooms. Skis must be stored in the numbered ski rack using the same Rack Number as the persons Bed Number, as shown on the bed allocation Schedule, or placed in the member's locker after being thoroughly dried.

32. **Lighting.**

- (a) **The use of candles** or any other form of naked lighting **is prohibited** in **ANY** part of the lodge.
- (b) **Exterior lights** must be turned off when not especially required.
- (c) **Unnecessary lights** should be to be switched off prior to retiring for the night.

33. **Heating Systems.**

The lodge is equipped with off peak electric heating and a supplementary bedroom heating system. As the cost of snowfields electricity is very high, residents are urged to minimise the use of bedroom heaters and switch them off promptly after use.

SPECIAL NOTE: The Lodge Captain is solely responsible for the temperature setting of the heating units. It should be kept between 18 to 20 degrees C. Higher temperatures, at the low humidities prevailing in the snow fields, lead to dry sore throats.

34. **Drying Room.**

- (a) **Temperature.** A temperature and humidity controlled drying room has been provided for the benefit of residents. The controls are set and must not be altered by unauthorised persons. Doors must not be blocked or kept open.
- (b) **Drying Clothes.** As space in this room is limited, clothes should be removed as soon as possible. Drying of clothes in other rooms in the lodge is strictly prohibited because of the fire hazard.

35. **Bedrooms.**

- (a) **Room Numbers.** Residents will be provided with their room and bed numbers on acceptance of their bookings and must adhere to these. Beds must not be moved or changed to another room
- (b) **Bed Linen.** Residents **MUST** provide and **USE** their own sheets and pillow slips. Pillows must be covered with a **pillow slip** when used.
- (c) **Cleaning.** Rooms shall be kept clean and tidy at all times and **MUST** be thoroughly cleaned upon vacating.

36. **Kitchen.**

- (a) **Residents food** must be placed in the cupboard allocated to their bedroom. It must not be permanently left on the kitchen bench or floor.
- (b) **Cleaning.** The kitchen facilities and all utensils must be cleaned, and put away **promptly** by persons using them.
- (c) **Garbage Bins** are provided for kitchen refuse (Black Bags), cans and bottles (Green Bags), paper and cardboard *is to be bundled or cardboard boxed*. Bins are to be lined (**double bagged**) with the Garbage bags provided. Food scraps should be wrapped.
- (d) **Filled Garbage Bags (double bagged)** are to be deposited in the garbage collection containers sited in the village.
- (e) **Recycling.** Bottles and approved plastic containers are to be placed in the recycling bins provided. Recycling bins are to be lined with the GREEN plastic bags provided.
- (f) **Detergent.** To ensure satisfactory operation of the sewer system, only those detergents provided by the club may be used.

37. **Bathrooms.**

- (a) **Foreign matter and ordinary detergents** will cause bacteria failure and blockage of the sewerage system; this would be disastrous in winter with the sewer pipes buried under metres of snow.
- (b) **Bathroom floors** are to be mopped out by residents after showering or when required. The floor sumps are connected to the sewer system, by a water seal. This should be maintained by emptying a bucket of water down the trap at weekly intervals.
- (c) **Detergents.** Only the bio-degradable detergents provided by the club are to be used in the bathrooms kitchens and laundry.
- (d) **Foreign matter** must not be flushed into the sewerage system. i.e. Disposable nappies, sanitary napkins, *cigarette butts or cigarette packets*.

38 **Food Store.**

- (a) **Entry to the Food Store** and food purchases are restricted to **Adult** members and guests, actually resident in the lodge.
 - (b) **Issues** of food must be booked on the Food Store Docket before removal from the food store.
39. **Telephone.** The lodge telephone number is (Area Code 02) 6457 5043. A pay phone is installed and requires 10, 20, 50 cent or one dollar coins.
40. **Noise at Night.** After 11.00 pm, noise must be kept to a minimum. If parties are being held, please have regard for other people in the lodge, who may be sleeping.
41. **Snow Clearing.** To minimise damage to the lodge (particularly the roof and verandah) and to prevent injury to guests, snow clearing shall be carried out as directed by the Lodge Captain. The fire escapes must be kept clear at all times.
42. **Pets.** Dogs, cats, other animals and birds are not permitted in the lodge or in the Park under any circumstances.
43. **Visitor.** A Club member who invites a visitor into the lodge will be responsible for the conduct of that visitor.
44. **Recreation Room.** Is used for indoor games and social functions by **All Residents**, it is **not** for the exclusive use of children. It may also be used for the storage of luggage on changeover day if incoming guests arrive before their room has been vacated.

The Recreation Room can be used to leave luggage on changeover day if incoming guests arrive before their room has been vacated.

SECTION F -- PENALTIES.

45. **Behaviour.** The Committee has the power to exclude from the lodge any person who has committed an act which, in its opinion, is injurious or prejudicial to the club, constitutes unseemly conduct, or who shall have wilfully refused or neglected to comply with these by-laws. Parents are responsible for the supervision and control of their children within the lodge.
46. **Penalties.** Shall be in the form of a restriction on the member's right to the use of the Club's facilities.
47. **Breakages.** Wilful or careless breakage or damage to the property of the Club shall be made good by the person causing the breakage or damage.
48. **Food Store Dockets.** Unless a food store docket is returned no deposit may be returned.
49. **Failure to pay.** Any outstanding monies due to the Club may be deducted from a members accommodation credit points at the Committee's discretion.

SECTION G -- TRANSFER OF MEMBERSHIP.

50. **Applications:** Members may transfer all or part of their membership in Units of par \$1000 lots (subject to approval by the Committee). Applications shall be in writing and in an approved form as required by the Committee.
51. **Transfer fee:** A transfer fee of ten dollars (\$10) is payable for each unit transferred. The above fee is to accompany the request to transfer.
NOTE: A member must have a holding of at least TWO UNITS.

SECTION H - JOINT MEMBERSHIPS.

52. **Applications to Join.** Where two or more persons apply for joint membership each person shall furnish details on the one application form for joint membership. Said form to be signed by each party.
53. **Membership Rights.** The senior member of a joint membership may nominate any junior joint member for all membership rights for the whole club's financial year, provided that no member rights have been previously used by any person in that year.

SECTION I - ANNUAL SUBSCRIPTIONS.

54. **An annual subscription,** at present of Forty four dollars (\$44), shall be paid for each membership. It being a nominal fee to cover servicing of notices and general administration.

Alternatively pay in advance One hundred and thirty two dollars (\$132) for a three year membership subscription.

Members may if they wish, nominate to have subscriptions deducted from their accommodation credit points at a rate of half the annual cash fee.

Failure to pay the above fee after notice in writing will result in the said fee being deducted from the member's accommodation credit points at the rate of half the annual cash fee.

SECTION J - MEMBERSHIP LIMITATION.

55. **The number of members** with which the club is proposed to be registered is Six hundred & thirty, but the Committee may register an increase to Six hundred & sixty, following a resolution to undertake an expansion of accommodation.
56. The Committee may register an increase or decrease of membership numbers pursuant to a special resolution of a general meeting of the Club provided that any such decrease will not have the effect of reducing the number of members to less than the number shown in the Register of Members.

