

ELOUERA SKI CLUB LTD.

BY-LAWS

(Approved 27/08/2019)

This circular sets out the decisions of the Board 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.

These orders shall be consistent with the Memorandum and Articles of Association of Elouera Ski Club Ltd, any requirements of the Club's Lease, the NSW Companies Act, the Australian Securities and Investments Commission (ASIC), the Australian Tax Office (ATO), National Parks and Wildlife Service and NSW Planning.

The operating By-Laws are subdivided into the following sections: -

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Definitions

| | |
|-------------------|--|
| Club | Elouera Ski Club |
| Committee | Board of Directors of Elouera Ski Club |
| Committee Meeting | Directors monthly meeting |
| AGM | Annual General Meeting |
| CPV | Charlotte Pass Village |
| NPWS | National Parks and Wildlife Service |
| AoA | Articles of Association |

SECTION A – Order of Company Documents

The order of documents for the effective operation of the Elouera Ski Club is

| | |
|---------------------------|-------|
| Memorandum of Association | (MoA) |
| Articles of Association | (AoA) |
| Standing Orders | (SO) |
| By-Laws | (BL) |
| Operating Procedures | (PD) |

Where there is any inconsistency it is important to follow the order of these documents unless there is specific reference in the Articles of Association that allow the Board from time to time make changes to the documents for the efficient running of the club.

NOTE: the Board from time to time may change specific wording in the above documents to ensure the smooth working of the club. These changes will only be effective after they have been approved at a committee meeting.

SECTION B- MEMBERSHIPS.

01. **Applications to Join the Club:** The membership of the Elouera Ski Club is defined in the AoA article 3 to 18. The following By Laws regarding membership have been determined by the Board from time to time and is consistent with the AoA. To be a member of the club you must hold at least two Subscribed Capital Units (or membership units) in the club.

Any Person wishing to be a Member is to fill in the prescribed Application Form and forward to the Secretary, along with the affiliation fee of \$100.00 (refundable). This information is presented to the next Board Meeting for approval. Upon approval the prospective member is to forward the Balance of the money owing.

A letter of acceptance is then sent to the new member (as this is the only notification of membership).

The Clubs register of members is the only official proof of membership. There is no membership or share certificate issued as these could be liable to stamp duty.

NOTE: A member must have a holding of at least TWO SUBSCRIBED CAPITAL UNITS.

02. **Applications for Joint Membership:** 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. Note the first person is the senior member and has all the rights.
03. **Application to Transfer Membership.**
- a. **Applications:** Members may transfer all or part of their membership in Units of par \$1000 lots (subject to approval by the Board). Applications shall be in writing and in an approved form as required by the Board.
 - b. **Applicant Approval:** As per AoA articles 8 and 9, each new member must first be

approved by the Board before the transfer can be completed.

- c. **Exchange of Money.** Once the approval has been given the applicant and member will exchange the agreed dollars. On receipt of this money if made to the club the club will after suitable time for Cheque to be cleared a refund cheque is to be forwarded to the previous owner of the Membership.
 - d. **Credit Points:** Where a member sells all his memberships, the member must also transfer all his remaining credit points with the membership.
 - e. **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.
04. **Membership Rights:** The senior member of a joint membership may nominate any junior join member to obtain membership rights for the whole club's financial year, provided that no member rights have been previously used by any person in that year.
05. **Club Identification Numbers:** Identification Numbers are given to all persons with any connection with the Club. Numbers 1 to 1000 are given to any person with a financial holding in the Club. Club Members are persons holding two (2) or more \$1000.00 Subscribed Capital Units) and have a full number (e.g. 499.0)..
06. **An annual subscription fee** will be paid by each member of the club to cover servicing of notices and general administration. This fee will be set by the board at a meeting prior to the end of March each year and will apply from the 1st April thereafter to the end of that financial year being the 30th March in the following year.
- Failure to pay the above fee after notice in writing will result in the member losing all rights within the club until all fees are paid or further penalty applies. If a member fails to pay for a period of 5 years then his or her membership will become null and void and the membership will be absorbed by the club at no cost.
07. **The total Club Membership:** The club under the MoA has proposed to be registered up to six hundred & thirty memberships, however, the Board may register an increase to six hundred & sixty, following a resolution to undertake an expansion of accommodation.
08. **Club Membership:** The Board 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. The Club's register of members is the only official proof of membership. There is no membership or share certificate issued as these could be liable to stamp duty
09. **Current Membership:** The Board has currently limited the total number of memberships available to five hundred & sixty six.

SECTION C – BOARD BUSINESS.

10. **Responsibility of Directors:** All Nominations for Directors of the Club are to be issued with a copy of ASIC 'Responsibilities of a Director' prior to their acceptance of the Nomination.

All Directors are responsible for the Club's Operations. All directors of the Club are to be issued with 'Job Responsibilities of Board and other Club Positions' and are required to carry out their respective duties.

11. **Board Business:** All the business of the Board is to be carried out in accordance with the AoA. The Directors are required to carry out all business of the Board through the operation of the Board Committee Meetings. Any extraordinary Motions put to the Board can be discussed but should not be voted on until a subsequent Meeting, unless the Board Members have been given sufficient prior notice of the Motion in writing

Directors are to give notice of any motion that they wish to be put to a meeting to be decided at that meeting which is to be in the hands of the Secretary at least seven (7) days prior to that meeting to enable all Directors to be notified of the details. All Directors should then have been given sufficient time to peruse the proposed motion before it is put to the Board for approval.

12. **Minutes of Board Meetings:** All minutes of the Board meetings are to be kept in accordance with Article 45 of the AoA.

The preliminary minutes are circulated to all Directors by email approximately 14 days before the next meeting, giving the opportunity to advise the Secretary of any errors or omissions. Revised minutes are circulated by email approximately 7 days prior to the meeting to all Directors, along with any 'Notices of Motion and a listing of all accounts that have been paid (any abnormal accounts are held over for approval by the Board Meeting.

The presented minutes and accounts for payment after acceptance are signed and dated by the Chairman along with any further amendments. The Signed Minutes are then filed and submitted to the Club's Auditors with the Annual Accounts, after Audit is complete, the signed Minutes and account sheets are inserted into the Official Club's Minute Books.

13. **Club Insurances:** The Club has Insurance policies over all of its premises and is required to provide a copy of all insurances for Pygmy Possum Lodge to both the head lease and NPWS.

Pygmy Possum Lodge building, Contents, Public Liability and Loss of Revenue (2 years) (where NPWS are the beneficiaries).

Workers Compensation for Nil Employees (now covered by Workcover)

Voluntary Workers Policy to cover work parties

The Clubs Brokers are AON

Landlords Policy on Castaways unit: - Contents and Public Liability.

14. **Club Phones:** The Club will operate and pay accounts for 3 mobile phones, one for each of the Pygmy Possum Booking Officer, the Castaways Booking Officer and the President. The Club also has a pay phone in Pygmy Possum Lodge, where direct calls may be

made to Treasurer, Maintenance Manager and Booking Officer.

The Club will also reimburse for telephone calls made on behalf of the Club in order that the club can carry on normal business.

15. **Club Lockers and Trunks:** The club owns lockers and trunks which are leased to members only. Each membership is entitled to one (1) storage facility only. The fee for these lockers and trunks is determined by the board and may be increased from time to time. These lockers and trunks are located in the bottom level of Pygmy Possum Lodge

A waiting list is maintained by the Board where members have requested a trunk or locker and none is currently available. Waiting list order is based on date of request for storage facility.

Lease of a storage facility is not transferable between members or on transfer of membership.

Where members fail to pay at the prescribed time, the storage will be forfeited and provided to the next member on the waiting list.

16. All members who lease a Locker or Trunk must:
- a. Not store anything liable to putrefy in the locker or trunk.
 - b. Not store any corrosive or flammable substances.
 - c. Not deface or damage the Locker in any way.
 - d. Acknowledges the Board of Directors has the right to inspect the locker or trunk should it be thought that any of the substances mentioned are being stored.
 - e. Be responsible for any damage to the locker or trunk other than normal wear and tear.
17. **Australian Tax Office:** The ATO is required to have the following information on an annual or quarterly basis:

QUARTERLY BAS PAYMENTS

The club is on an assessed quarterly BAS payment system the amount payable is predetermined by the ATO. Payments are required for each quarter (Sep. Dec. Mar. Jun.) in the following month (Oct, Jan. Apr. Jul.).

The annual assessment is to be completed in Aug / Sept and is to be submitted at approximately the same time as the club's Annual Tax Return.

ANNUAL TAX RETURN

The Club is required to submit an annual tax return for year ended 30th June each year. This is currently prepared by the Treasurer and submitted to the Club's Auditors who then check it and submit it to the ATO.

18. **NPWS and CPV Requirements:**

Statement of Gross Receipts

The Club is to prepare a statement of Annual Gross Receipts for year 1st July to 30th June each year to be submitted to Charlotte Pass Village Pty

Ltd (CPV) for submission to National Parks and Wildlife Service (NPWS) for determination of the Club's annual rent.

This document is to be submitted on the required CPV form and is to be accompanied by a statement from the Club's Auditors again in a format acceptable to NPWS.

The Annual Gross Receipts Statement is to be submitted to CPV prior to 30th September each year.

Energy Audits

Energy Audits are to be prepared annually for the previous year 1st April to 31st March and submitted to CPV. [These were previously twice a year as requested by NPWS, for winter (May – Oct.) and summer (Nov – Apr) to determine the Ski Lodges effect on the environment and to enable the board to program improvements if possible.]

The information required: - Number of person nights, Electricity and Gas consumption and cost.

Annual Fire Inspection Certificate: Is to be presented to:

- (a) Department of the Environment,
- (b) The Charlotte Pass Village Management and
- (c) Copy of this is also required to be located in the lodge at the front door.

19. **ASIC Requirements:** The Board has a requirement to furnish ASIC with all changes to its listing and to its financial accounts. These are prepared on specific Forms as requested by ASIC.

Form 388 which is used for accounting

Form 484 which is used for changes to Company Management

COMPANY REVUE BY ASIC

The club's revue date is in February each year. In January ASIC forward the club a copy of the company details as recorded. These records are to be checked and ASIC notified of any errors, if correct no action is required other than to pay the annual filing fee by the due date (\$40.00)

SECTION D - CHARGES.

All accommodation tariffs will be approved by the Board and displayed on the website.

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

Members and Guests who do not use the food store must still return a "Summary of Food Used, Payments, and Refunds" Document showing nil use. No refund may be made without the returned Food Store Documents.

The full accommodation fee plus food deposit must accompany each completed application as per the details on the website.

A food store deposit is not charged with summer bookings. Any non-community food store items used during a summer visit are to be paid to the lodge captain who will then forward it on to the club with all other paperwork.

SECTION E - ACCOMMODATION CREDIT POINTS

23. The Elouera Ski club uses accommodation credits as a way of providing members and guests with a method to acquire accommodation at one of its facilities. The Allocation and use of accommodation credits is described in the following items

- (a) **Annual allocation of Credits.** The Board may from year to year allocate accommodation credits to all members of the club based on its ability to manage the accounts
 - (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 Board may issue bonus points at a rate to be determined annually:
 - (i) Lodge captain duties.
 - (ii) Management of the club affairs.
 - (iii) For non-member bookings.
 - (iv) For money loaned to the club
 - (d) **Clubs right to issue Accommodation credits.** The club may issue Accommodation Credits under special circumstances where a guest is unable to attend a booking due to ill health or specific family matters. This will only be awarded following representation to the club in writing and special approval given following a committee meeting.
24. **Credit Points List.** An Accommodation Credit List will be compiled on a database and will be added to and subtracted as members and guests use or gain credits for achieving club business. This list will be approved by the Board and members can be advised of

their credits prior to the opening of bookings, the value of Credit Points on that list being those available for bookings during the coming season.

25. **Bookings.** Accommodation Credit Points may be offered by members and guests as per the list to secure a bookings, however, priority to the booking will only be granted on the notified opening date of bookings each year. Members may offer the total amount of “Whole Credits Points” accumulated or a lesser amount of “Whole Credit Points” as desired. Only 75% of any one booking cost can be made using credit points at any one time, all remaining booking fees must be in cash. A person can use more credit points than required to secure a priority for the booking, however, all additional points will be forfeited and the balance in cash is still required.
26. **Credit Points Offered.** For each Accommodation Credit Point offered for accommodation a two dollar reduction in accommodation charge will be granted.
27. **Transfer Credit Points.** Accommodation Credit Points may be transferred between members. Requests to transfer credits must be in writing and in a form acceptable to the Board. A fee may be charged on transfers, such fee is to be determined by the Board.
28. **Restriction of Use of Credit Points.** The Board may restrict the use of Accrued Accommodation Credit Points for payment of booking.
29. **Allocation of Credit points:** for work parties: The Board will allocate credit points for members and non-members who participate in work parties.
 - a. **Out of Pocket Expenses.** Credit Points for *Out of Pocket Expenses*, when participating in work parties, are given to members and non-members .The credit points may be used as payment or part payment of lodge accommodation or club charges.
 - b. **Transport:** The value set by the Australian Tax Office (preceding year) for the vehicle (currently 2016/17 is \$0.66), multiplied by the kilometres travelled, divided by three. The resultant is the number of credit points granted for transport.
 - c. **Meals:** Any adult working at the lodge is entitled to *Out of Pocket Expenses*, to a value of ten (10) credit points for each meal, while travelling to, and working at, the lodge.
30. **Allocation for “ACCOMMODATION CREDITS for Money Loaned to Club”.**
 - a. **Deposit Funds:** A member may earn Accommodation Credit Points if they deposit funds with the club. These amounts must be in multiples of one hundred dollars (\$100.00). (This is currently not available)
 - b. **Allocation:** Accommodation Credit Points will be allocated on the 1st of January each year at a rate determined by the Board.
 - c. **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.

- d. **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 club's intent will be given, in writing, to each Depositor at their address as recorded with the Club.

SECTION F – BOOKING PROCEDURE

31. **Booking Periods.** The Board 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. Winter season and Summer season.

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

32. **Booking Requirements:** Bookings are made on the Club website using a specific format and the procedure is described in text on the site. Each booking will be subject to the following requirements:
- (a). **Applications.** All applications for accommodation at the lodge shall be prepared on the web site and submitted for approval to the Booking Manager.
 - (b) **Accommodation Allocation:** - The Board 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 for additional information.)
 - (c) **Children Unaccompanied:** - Bookings will not be accepted from children under the age of 16 years unless they are accompanied by a responsible 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 Board.
 - (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 winter season bookings.
 - (e) **Non-member Applications:** - Applications for bookings from non-members will be accepted provided they have no previous poor history with the club and there is no knowledge of them committing an offence in other establishments.
 - (f) **Accommodation Limit:** - The Booking Manager has been directed to limit the lodge weekly accommodation to the number (54) as specified in the lodge lease.

- (g) **Unbooked Occupancy**: - No person shall, under normal circumstances, occupy the lodge unless accommodation has been booked and accepted 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 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.

33. **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. Those credits will be lost unless there are special circumstances that allow the return of credits to the member.
- (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. All vacancies can be seen on the website before sending the application.

34. **Eligibility for Members Rates.**

The member's rate is applicable to members, members' spouses, and their children aged

16 years and under. A member's dependent children aged 17 - 19 years may be booked in at the adult member rates. Non-dependent member's children, and member's children who are over the age of 19 do not qualify for member's rates.

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.)

35. **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 an 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 re-let).

36. **Change of Bookings.**

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

SECTION G - LODGE MANAGEMENT.

The accommodation at Pygmy Possum Lodge is designed to be self-sufficient and all guests play an important role in the operation of the lodge during the week or weeks they choose to come.

37. **Lodge Captain.** The Committee representative will delegate control of the lodge to a member or if no member present then a non-member for a stated period. This person 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.

The lodge captain will be provided with accommodation credits for their role in managing the club affairs provided there are more than two groups attending the wing of the lodge in which he has been allocated control.

38. **Director's Responsibility.** The Board 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 H HOUSE RULES.

39. **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.

40. **Guest Register.** Residents of the lodge are required to record particulars of their arrival and departure information in the guest register provided.
41. **Lodge Cleaning.** The Lodge Captain will allocate different community cleaning jobs to residents during the week; these must be attended to promptly.
42. **Fire.** On arrival Guests should make themselves familiar with "the emergency escape plan", all fire exits and the location of fire fighting equipment.

By Australian 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 dispatched.

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

It is unlawful for any person other than a Lodge Captain or 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 system.

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.

43. **Smoking is prohibited anywhere within the lodge** and on the verandas' attached to the dining rooms. **Receptacles are provided for butts but only to ensure there is no discharge to the environment. 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)

44. **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.

45. **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 person's Bed Number, as shown on the bed allocation Schedule, or placed in the member's locker after being thoroughly dried.**

46. **Lighting.** The club has a very simple procedure on the use of lighting in the lodge:

- (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.

47. **Heating Systems.**

The lodge is equipped with:

- (a) Reverse cycle air conditioner which must only be used for heating and not cooling,
- (b) An off peak electric heating system and
- (c) Supplementary bedroom heating system (strip heating), (it should be noted that 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. These heating units should be kept between 18 to 20 degrees C. Higher temperatures, at the low humidity prevailing in the snow fields, lead to dry sore throats.

48. **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.

49. **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.

Note if guests decide to use sleeping bags in preference to linen then a bottom sheet must be used.

- (c) **Cleaning.** Rooms **shall** be kept clean and tidy at all times and **MUST** be thoroughly cleaned upon vacating.

50. **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 bins), cans and bottles (Green bins), paper (Yellow bins), 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)** of kitchen refuse 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 garbage bags provided. Recyclable material is to be deposited into the outside receptacles by removing from the garbage bags. These garbage bags can be reused for kitchen refuse.
- (f) **Detergent.** To **ensure** satisfactory operation of the sewer system, only those detergents provided by the club may be used.

51. **Bathrooms.**

- (a) **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 and should be maintained by emptying a bucket of water down the trap at weekly intervals.
- (b) **Detergents.** Only the biodegradable detergents provided by the club are to be used in the bathrooms, kitchens and laundry. Use of ordinary detergents will cause bacteria failure of the sewerage system.
- (c) **Foreign matter** must not be flushed into the sewerage system.
i.e. Disposable nappies, sanitary napkins, cigarette butts or cigarette packets. A blockage of the sewer pipes in winter would be disastrous.

52. **Food Store.**

- (a) **Entry to the Food Store** and food purchases are restricted to **Adult** members and guests who are resident in the lodge at the time.
- (b) **All** food purchases **must** be **recorded** on the Food Store Docket before removal from the food store.

53. **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.

54. **Noise at Night.** After 10.00 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.

55. **Snow Clearing.** To minimise damage to the lodge (particularly the roof and veranda) 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.

56. **Pets.** Dogs, **cats**, other animals and birds are not permitted in the lodge or in the Park under any circumstances.
57. **Visitor.** A Club member who invites a visitor into the lodge will be responsible for the conduct of that visitor.
58. **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 I PENALTIES.

59. **Behaviour.** The Board 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.
60. **Parents are** responsible for the supervision and control of their children within the lodge. Any poor behaviour by the child can impact on the whole family stay.
61. **Penalties** shall be in the form of a restriction on the member's and guest right to the use of the Club's facilities.
62. **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.
63. **Food Store Dockets.** Unless a food store docket is returned no deposit will be returned.
64. **Failure to pay.** **Any** outstanding monies due to the Club will be deducted from a members accommodation credit points at the Committee's discretion. If no credit points are available then the Board will not allow the person or family to attend a club facility until the debt has been cleared. Failure to recompense the debt within 5 years will mean automatic cancelation of the membership.

SECTION J – CASTAWAY ACCOMMODATION.

65. The Elouera Ski Club owns an accommodation unit at Unit 8 Shoal Bay Road Shoal Bay NSW that is available for renting by club members.

This facility is operated so that club members can use their accommodation credit points to book the facility. Accommodation is also managed by a local real-estate agent to bring in non-members holidaying in the area.

SECTION I – OPERATING PROCEDURES.

66. The Elouera Ski Club has a number of Operating Procedures which it uses for the day to day running of the club affairs. These procedures will be available in a separate set of documents on the web and will be changed as and when required to meet the operation of the club at the time.