

ELOUERA SKI CLUB LTD.

BY-LAWS

Approved by ESC board on 21/1/2025

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:

SECTION A – ORDER OF COMPANY DOCUMENTS	2
SECTION B – MEMBERSHIPS	2
SECTION C – BOARD BUSINESS	4
SECTION D – CHARGES	7
SECTION E – ACCOMMODATION CREDIT POINTS	8
SECTION F – BOOKING PROCEDURE	11
SECTION G – LODGE MANAGEMENT	14
SECTION H – HOUSE RULES	14
SECTION I – PENALTIES	18
SECTION J – HEALTH AND SAFETY	20

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

01. 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 (OP)
02. 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.
03. 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

04. **Applications to Join the Club.**
 - 4.1 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
 - 4.2 Any Person wishing to be a Member is to fill in the prescribed Application Form and forward to the Membership Secretary. This information is presented to the next Board Meeting for approval.
 - 4.3 A letter of acceptance is then sent to the new member (as this is the only notification of membership).
 - 4.4 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.
 - 4.5 A member must have a holding of at least TWO SUBSCRIBED CAPITAL UNITS.
05. **Applications for Joint Membership.**
 - 5.1 Where two or more persons apply for joint membership each person shall furnish details on the one application form for joint membership.
 - 5.2 Said form to be signed by each party, the first person is the senior member and has all the rights.
06. **Application to Transfer Membership.**

- 6.1 **Applications.** Members may transfer all or part of their membership in lots of whole Units. (subject to approval by the Board). Applications shall be in writing and in an approved form as required by the Board.
- 6.2 **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.
- 6.3 **Exchange of Money,** Once the approval has been given the applicant and member will exchange the agreed dollars.
- 6.4 **Credit Points.** Where a member sells all their memberships, as a non member they may retain their credit points for use on future bookings or sell them to club members.

07. **Membership Rights.**

The senior member of a joint membership may nominate any junior joint 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.

08. **Club Identification Numbers.**

- 8.1 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.
- 8.2 Club Members are persons holding two (2) or more Subscribed Capital Units, and have a full number (e.g. 499.0).

09. **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

10. **Club Membership.**

- 10.1 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.
- 10.2 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.

11. **Current Membership.**

The Board has currently limited the total number of memberships available to five hundred & sixty six.

12. **Deceased Estates.**

- 12.1 The applicant is required to provide a letter from the executor of the estate that states that they are the recipient of the SCUs as a beneficiary under the deceased's approved (probate granted) will.

12.2 The beneficiary may clear any outstanding fees with available accommodation credits.

SECTION C – BOARD BUSINESS

13. Responsibility of Directors.

- 13.1 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.
- 13.2 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.

14. Board Business.

- 14.1 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.
- 14.2 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
- 14.3 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.

15. Minutes of Board Meetings.

- 15.1 All minutes of the Board meetings are to be kept in accordance with Article 45 of the AoA.
- 15.2 The preliminary minutes are circulated to all Directors by email approximately fourteen (14) days before the next meeting, giving the opportunity to advise the Secretary of any errors or omissions.
- 15.3 Revised minutes are circulated by email approximately seven (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.
- 15.4 The presented minutes and accounts for payment after acceptance are signed and dated by the Chairman along with any further amendments.
- 15.5 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.

16. 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.

17. **Club Phones.**

17.1 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 the Treasurer, Maintenance Manager and Booking Officer.

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

18. **Australian Tax Office.**

The ATO is required to have the following information on an annual or quarterly basis:

18.1 **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.

18.2 **Annual Tax Return.** The Club is required to submit an annual tax return for the 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

19. **NPWS and CPV Requirements.**

19.1 **Statement of Gross Receipts**

19.1.1 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.

19.1.2 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.

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

19.2 **Energy Audits**

19.2.1 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.]

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

19.3 **Annual Fire Inspection Certificate.** Is to be presented to:

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

20. **ASIC Requirements.**

20.1 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

20.2 **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

21. **Fees and Charges.**
All Fees and Charges will be approved by the Board and be displayed on the website.
22. **Annual Subscription Fee.**
 - 22.1 An Annual Subscription Fee will be paid by each Member of the Club. 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.
 - 22.2 Per clause 13 of the AoA, failure to pay the annual above fee after notice, will result in the Member losing all rights within the Club until all fees are paid
 - 22.3 If a Member fails to pay for a period of five (5) subsequent years, within two (2) months of notice of the fifth payment, then their membership will become null and void and the membership will be absorbed by the Club at no cost.
23. **Accommodation Rates.**
Accommodation rates for the upcoming year shall be decided by the Board and will be notified in a Member notice issued via email and posted on the website before the opening of the priority winter bookings.
24. **Food Store.**
The Food Store at Pygmy Possum Lodge is run on an honour system.
 - 24.1 All items taken from the Food Store must be paid for
 - 24.2 The Board will determine the price as well as the items and quantities to be stocked
25. **Pygmy Possum Lodge Storage:**
 - 25.1 Storage of personal items at Pygmy Possum Lodge (Lodge) must be in a Club Storage Facility (locker or trunk). No Member storage is available elsewhere.
 - 25.2 Storage Facilities are leased to Members only.
 - 25.3 Each membership is entitled to one (1) Storage Facility only.
 - 25.4 Lease of a Storage Facility is not transferable between Members or on transfer of membership.
 - 25.5 The annual fee for each type of Storage Facility is advised and due with the Annual Subscription Fee.
 - 25.6 Storage Facilities will be forfeited and reallocated where:
 - 25.6.1 Members fail to pay the annual fee at the prescribed time
 - 25.6.2 A Member does not stay at the Lodge during winter for five (5) consecutive years
 - 25.7 Members are liable for any costs associated in clearing and/or cleaning the Storage Facility they leased.

25.8 Member's personal belongings in storage facilities are left at the Members own risk, the Club's insurance policy does not cover contents stored by Members and the Club is not liable for any damage or loss.

25.9 All members who lease a Storage Facility must:

25.9.1 Not store:

- anything liable to putrefy
- any lithium batteries
- any corrosive, toxic, or flammable substances
- any Dangerous Goods as defined by the Federal Aviation Administration.

25.9.2 Not deface or damage the Storage Facility in any way.

25.9.3 Acknowledge the Club has the right to inspect the Storage Facility at any time

25.9.4 Be responsible for any damage to the Storage Facility other than normal wear and tear

25.10 Vacant Storage Facilities will be allocated to Members on the following basis:

25.10.1 First come first serve basis when there are available Storage Facilities.

25.10.2 When there are no available Storage Facilities, newly vacant Storage Facilities will be offered to a prioritised waiting list of Members.

25.11 Waiting list prioritisation is based on:

25.11.1 Staying at the lodge for at least a week during the previous three viable Winter Seasons, and then

25.11.2 The earliest date and time of request for storage

26. **Capital Fund Levy.**

A Capital Fund Levy can be placed on members providing that:

26.0.1 It is an extraordinary circumstance where no other funding options are feasible,

26.0.2 Be approved by the Board, and

26.0.3 Proceeds are only applied towards the acquisition or provision of new facilities and/or the replacement/renovation and/or upgrading of new or existing facilities

SECTION E – ACCOMMODATION CREDIT POINTS

27. **Accommodation Credit Points.**

27.1 Accommodation Credit Points (Credit Points) are used as a way for the Club to provide value to Members and guests without exchanging money.

27.2 Credit Points are used to acquire accommodation at one of the Club's facilities.

28. **Credit Point Value.**
For each Credit Point offered for accommodation, a two dollar (\$2) reduction in accommodation charge will be granted.

29. **Allocation of Credit points.**
Credit Points may be granted for the following reasons:

29.1 **Out of Pocket Expenses.** Expenses incurred while volunteering for the club, such as telecommunications, travel, stationary, food, etc.

29.1.1 Out of Pocket Expenses may be paid for a specific expense on production of a receipt or may be provided as an expense allowance.

29.1.2 To be eligible for Out of Pocket Expense allowance you must be a Volunteer of the Club.

29.1.3 A Volunteer is someone who performs various duties including the management of Club affairs, these might include:

- working at a Work Party
- an Officer of the Club
- Board Member, or
- performing work sanctioned by a Board Member.

29.1.4 The determination of a person's status as a Volunteer is at the discretion of the Board.

29.1.5 The following Volunteer roles receive the following Out of Pocket Expense allowance, or at a rate determined by the Board:

Role	Out of Pocket Expense Allowance
Board Officer	25 Credit Points a month
<ul style="list-style-type: none"> • Non Board Officer • Sub committee Member (if holding no other role) 	12.5 Credit Points per month
Work Party participant - any adult working at the lodge for a full day	30 Credit Points per day
Board meeting virtual participant	1 Credit Point per meeting

29.2 **Special Circumstances.** As a booking refund, where a guest qualifies for a refund as per the booking cancellation conditions. If the guest prefers, Credit Points can be issued in lieu of a Direct Bank Refund.

29.3 **Bonus Credit Points for non-members guests.**

29.3.1 Member's will be rewarded with Credit Points when they bring non-member guests which are attached to their booking.

29.3.2 The reward will be four percent (4%) of the guest's accommodation fee.

29.3.3 This is calculated at two (2) Credit Points for every hundred dollars (\$100 excl GST) of guest accommodation fees. Bonus Credit Points will be calculated and awarded to a Member annually.

30. **Bookings.**

- 30.1 Accommodation Credit Points may be offered by members and guests as per the list to secure a booking, however, prioritisation of the bookings will only be granted on the notified opening date of bookings each year.
- 30.2 Members may offer the total amount of “Whole Credits Points” accumulated or a lesser amount of “Whole Credit Points” as desired.
- 30.3 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.

31. **Transfer Credit Points.**

- 31.1 Accommodation Credit Points may be transferred between members.
- 31.2 Requests to transfer credits must be in writing and in a form acceptable to the Board.
- 31.3 A fee may be charged on transfers, such fee is to be determined by the Board.

SECTION F – BOOKING PROCEDURE

32. Booking Periods.

- 32.1 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.
- 32.2 For purposes of bookings and accommodation, there shall be two seasons: viz. Winter season and Summer season.

33. 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:

- 33.1 **Applications.** All applications for accommodation at the lodge shall be prepared on the web site and submitted for approval to the Booking Manager.
- 33.2 **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.
- 33.3 **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.
- 33.4 **Booking Period.** Bookings will be on a weekly basis from noon Sunday to noon Sunday, and may be for one or more weeks. For the Winter Season and for the High demand periods of the Summer Season, bookings for any broken period will only be considered 21 days prior to the period requested..
- 33.5 **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.
- 33.6 **Accommodation Limit.** The Booking Manager has been directed to limit the lodge weekly accommodation to the number (54) as specified in the lodge lease.
- 33.7 **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.
- 33.8 **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.
- 33.9 **Waiver required for all guests**, if requested
 - 33.9.1 Before any guest booking can stay at the Lodge (even if already Confirmed fully paid for), all guests aged eighteen (18) years old or over, must successfully complete the Online Waiver of Liability for Clubs Without Resident Managers (Waiver).

33.9.2 It is the responsibility of the booking contact person to pass the email on to the others on their booking

34. **Allocation of Priority.**

- 34.1 All bookings received prior to the "Notified Closing Date for Priority Bookings" will be deemed to be received on the "Closing Date for Priority Bookings".
- 34.2 Allocation of the Priority bookings will occur in rounds to apply "a fair share" policy as far as possible.
- 34.3 One (1) week of accommodation will be allocated per family per round.
- 34.4 When requests exceed availability, priority will be given to members who have done volunteer work for the club in the previous calendar year. All else being equal, a lottery system is then used to allocate priority bookings
- 34.5 **Round one** will allocate one week to members (and spouse or nominated ski companion, plus dependent children) only.
- 34.6 **Round two** will allocate subsequent available weeks to members (and spouse or nominated ski companion, plus dependent children) requesting an additional week.
- 34.7 **Round three** will allocate subsequent available weeks to Members sponsored guests who have applied with the members booking in the priority round as well as Members requesting more than two (2) weeks. Allocation will be applied as evenly as possible between all Member requests (either for their guests or themselves).
- 34.8 Further rounds will continue to allocate the remaining available weeks to members then sponsored guests who have requested extra weeks.
- 34.9 After the priority rounds are complete, general bookings will be open, and available spaces allocated in order of receipt of the applications.

35. **Eligibility for Members Rates.**

- 35.1 **Member's accommodation rate.** The member's rate is applicable to members, members' spouses, and their children aged sixteen (16) years and under. A member's dependent children aged seventeen (17) - nineteen (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 nineteen (19) do not qualify for member's rates.
- 35.2 **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.
- 35.3 **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.)
- 35.4 **Non members.** At the discretion of the board, a non member may be offered member rates in return for volunteering.

36. **Booking Cancellations.**

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

Written Notice in	Refund policy
6 weeks or more	Refund of 90% of the cost of the bookings being cancelled
4 weeks - 6 weeks	Refund of 66% of the cost of the bookings being cancelled
Less than 4 weeks	No refund

- 36.3 If we are forced to close the lodge for any reason, we will cancel any bookings over the period of closure and offer full refunds for the cancelled days.
- 36.4 The ESC Board will consider full or partial refund requests on medical grounds, including cases of infectious diseases that would place other guests at risk. Any refund requests on medical grounds must be accompanied by relevant formal Medical Certificates.
- 36.5 Poor weather or scant snow cover will not be accepted as extenuating grounds for a refund.

37. **Change of Bookings.**

Any change of booking must be in writing and be approved by the Club.

SECTION G – LODGE MANAGEMENT

38. 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.
39. **Lodge Captain role.**
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.
40. **Lodge Captain rights.**
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.
 - 40.1 The Lodge Captain shall be responsible for:
 - 40.1.1 **Allocation of accommodation**, after consultation with the Booking Officer, where any anomalies exist,
 - 40.1.2 **Allocation of tasks** essential to the operation of the lodge,
 - 40.1.3 **Submission of a weekly report** to the Committee, and
 - 40.1.4 **Control of all lodge systems**, i.e. heating, food store, emergency lighting, refrigeration, fire equipment and board, telephone, etc.
41. **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 their control and management of the lodge during that period.

SECTION H – HOUSE RULES

42. **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.
 - 42.1 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.
43. **Guest Register.**
Residents of the lodge are required to record particulars of their arrival and departure information in the guest register provided.
44. **Lodge Cleaning.**

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

45. **Health, safety and cleaning rules.**

- 45.1 All Club and Lodge health, safety and cleaning policies and rules must be complied with and are By-Laws for the purposes of these By-Laws
- 45.2 All rules and requirements agreed to in the Online Waiver of Liability for Clubs Without Resident Managers (Waiver) must be complied with
- 45.3 Every health and safety incident or concern must be reported to the Lodge Captain as soon as practical
- 45.4 If any person becomes ill while staying at the Lodge, they must isolate themselves in their room and immediately notify the Lodge Captain

46. **Fire safety.**

- 46.1 On arrival Guests should make themselves familiar with "the emergency escape plan", all fire exits and the location of fire fighting equipment.
- 46.2 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.
- 46.3 In case of an actual fire the Fire Station at Perisher Valley must be called and a Fire Appliance Vehicle will be dispatched.
- 46.4 **If the callout is a false alarm, a charge in excess of \$250 may be levied and passed on to the person responsible.**
- 46.5 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.
- 46.6 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.
- 46.7 The use of Electric Blankets & Portable Electric Heaters is prohibited.
- 46.8 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.

47. **Smoking is prohibited.**

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 Buts" Containers provided (labelled film containers)

48. **Ski Boots.**

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

49. **Skis.**

- 49.1 Must not be brought into any part of the lodge other than the workshop, ski and locker rooms.
- 49.2 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.

50. **Lighting.**

The club has a very simple procedure on the use of lighting in the lodge:

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

51. **Heating Systems.**

The lodge is equipped with:

- 51.1 **Reverse cycle air conditioner** which must only be used for heating and not cooling,
- 51.2 An **off peak electric heating system**, and
- 51.3 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.
- 51.4 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

52. **Drying Room.**

- 52.1 **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.
- 52.2 **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.

53 **Bedrooms.**

53.1 **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

53.2 **Bed Linen.** Residents MUST provide and USE their own sheets and pillow slips. Pillows must be covered with a pillow slip when used.

53.3 **Sleeping bags.** If guests decide to use sleeping bags in preference to linen then a bottom sheet must be used.

54 **Cleaning.**

Rooms shall be kept clean and tidy at all times and MUST be thoroughly cleaned upon vacating.

55 **Kitchen.**

55.1 **Residents' food must** be placed in the cupboard allocated to their bedroom. It must not be permanently left on the kitchen bench or floor.

55.2 **Cleaning.** The kitchen facilities and all utensils must be cleaned, and put away promptly by persons using them.

55.3 **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.

55.4 **Filled Garbage Bags** (double bagged) of kitchen refuse are to be deposited in the garbage collection containers sited in the village.

55.5 **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.

55.6 **Detergent.** To ensure satisfactory operation of the sewer system, only those detergents provided by the club may be used.

56 **Bathrooms.**

56.1 **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.

56.2 **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.

56.3 **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.

57. **Food Store.**

57.1 **Entry to the Food Store** and food purchases are restricted to **Adult** members and guests who are resident in the lodge at the time.

57.2 **All food purchases must be recorded** on the Food Store Docket or purchased before removal from the food store.

58. **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.

59. **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.

60. **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.

61. **Pets and assistance animals.**
Pets, including dogs, cats and other animals, are not permitted in the National Park nor in the lodge. Assistance animals, as defined under Federal and State legislation, are allowed into the Park, and can be brought into the lodge.

Assistance animals are not pets. They are trained disability support animals that enable persons with disabilities to safely participate in personal and public activities. It is lawful for NPWS to require evidence that an animal is a genuine assistance animal and their Pets in Parks policy lists a range of acceptable evidence (Pets in parks policy | NSW Environment and Heritage) that they will accept before allowing an animal to be brought into the park, and hence to the lodge.

Any guest intending to bring an assistance animal to the lodge must notify the Club when making their booking so we can make suitable accommodation arrangements and tell other guests that an animal will be present in the lodge. We will also check that any animal brought into the lodge animal has NPWS approval to be in the Park. Failure to meet NPWS regulations on bringing animals into a National Park may result in guests being fined and asked to leave the park, and the lodge.

62. **Visitor.**
A Club member who invites a visitor into the lodge will be responsible for the conduct of that visitor.

63. **Recreation Room.**

63.1 Is used for indoor games and social functions by **all residents**, it is **not** for the exclusive use of children

63.2 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

64. **Disciplining members.**

Further to article 14 of the AoA, by Board resolution, the Board may reprimand, suspend (for a fixed period or indefinitely), fine or expel any Member if, in its opinion the Member:

- 64.0.1 has wilfully acted contrary to the MoA, AoA or the By Laws, the Member is guilty of any conduct either in or out of the Club premises that is unbecoming or otherwise inconsistent with membership of the Club,
- 64.0.2 used Club property for personal financial gain,
- 64.0.3 is of such character or reputation that the Member may bring disrepute to the Club,
- 64.0.4 is or has at any time been bankrupt, applied to take the benefit of any law for the relief of bankrupt or insolvent debtors, compounded with his or her creditors or made an assignment of his or her remuneration for their benefit, or
- 64.0.5 has been prohibited by law or by the governing body of a profession or occupation from continuing to practise in that profession or occupation on account of misconduct.

65. **Non-compliance procedures.**

Further to article 14 of the AoA, non-compliance will be managed as follows:

- 65.1 On receipt of any instance of alleged non-compliance with the By-Laws, AoA or MoA, the Board will seek a written explanation from the responsible Member or Non Member.
- 65.2 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:
 - 65.2.1 If the Board deems the explanation demonstrates non-compliance to be inadvertent, the responsible party will be informed in writing with a caution,
 - 65.2.2 Be required to attend a Board Meeting on the non-compliance issue,
 - 65.2.3 Given a final warning, whereby any further offences will attract a loss of booking rights for a given time,
 - 65.2.4 The banning of further accommodation bookings if the offender is a non member, or
 - 65.2.5 In extreme cases, the forfeiture of membership in accordance with the AoA

66. **Failure to pay.**

- 66.1 Any outstanding monies due to the Club will be deducted from a member's accommodation credit points at the Committee's discretion.
- 66.2 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.
- 66.3 Failure to recompense the debt within 5 years will mean automatic cancelation of the membership.

SECTION J – HEALTH AND SAFETY

67. **Health and Safety Policies.**

Any Health and Safety rules, policies or requirements issued by the Club are By-Laws for the purposes of these By-Laws.

68. **Non compliance of Health and Safety Policies**

In the event of non-compliance of any Health and Safety rule, policy or requirement at the Lodge, the Lodge Captain can:

68.0.1 Provide a caution and record the incident in the Lodge Captains report,

68.0.2 Give a final warning, whereby any further offences will result in expulsion from the Lodge, or

68.0.3 In extreme cases, and with consultation with a Board member, expel the guest(s) from the Lodge.

68.1 The Club may subsequently discipline the guest(s) or Member(s) in accordance with the procedures outlined in these By Laws.