

# KIAMA ALPINE CLUB

## BY-LAWS



According to Rule 9.2 of the Kiama Alpine Club Co-operative Limited Rules 2020 (as at July 2020)

### **By-Law 1: Accommodation**

- 1.1. Bookings.** All accommodation should be booked with the Lodge Manager in Thredbo prior to entry to the Lodge. Accommodation requests should be directed to the Booking Director or other nominated person, when the Lodge Manager is absent on holidays.
- 1.2. Non-member guests** of the Club must advise the Lodge Manager of the introducing member at the time of making the booking request. The member is then responsible for ensuring the non-member guests fulfills all of the responsibilities expected of the non-member guest.
- 1.3. Children under three (3) years.** There will be no accommodation charged for children under three (3) years of age when staying in same room as family.
- 1.4 Exclusion Period Bookings for children aged under three (3) years** at the time of the accommodation will not be accepted by the Lodge Manager or the Booking Director during the Winter Season, the dates of which are to be fixed by the Board prior to each season. In line with the Club's family philosophy, the Board may specify certain periods during winter where no age restrictions will apply.
- 1.5 Children of guests** over 15 years will be charged adult guest rates.
- 1.6 Member Child Rates apply if both parents are members (ie shareholders).** If only one parent is a member, child non-member rates will apply.
- 1.7 Preferential Booking Period.** Members may book for the Winter Season during the Members' preferential booking period as determined by the Board. Preferential bookings will not be taken for members listed as non-financial at 31 March each year. Accommodation bookings for guests of Members may be given to the Lodge Manager or Booking Director during the preferential booking period, but will not be confirmed until after the Members bookings have been finalised at the close of, or within two weeks of the close of the preferential booking period. The Booking Director will resolve disputes arising from accommodation requests (see 1.15).
- 1.8 Exclusion Period for Unaccompanied Non-members will apply in 2020 as a trial.** A blackout applies to unaccompanied non-members during the Winter season ie June to October long weekend. No unaccompanied non-members will be accepted during this time.
- 1.9 Allocation of beds** shall be made by the Lodge Manager or Booking Director and adhered to by members and guests. Requests for specific rooms may be made, and where possible, granted. Spare beds in rooms should not be allocated without the prior consent of the occupants of the room. Any extension of time at the Lodge must be with the prior consent of the Lodge Manager or Booking Director.
- 1.10 Maximum Booking Periods.** During school holidays, only 1 week can be booked prior to the cut-off date. Other weeks can be booked if places are available after the Members Preferential allocations.
- 1.11 Cooma Room** is not to be used until further notice.

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**1.12 Check-in / check-out times.** June to September 2020 - Check-in 4pm Check-out 10am including kitchen. Car park checkout is 10am. All other times Check-in/check-out 3pm

Guests skiing or boarding on the last day are NOT able to use the bathroom in the laundry, and must be completely vacated of the Lodge by 10am to allow for deep cleaning of the lodge. Late penalties may apply if not fully vacated by 10am.

**1.13 Payment.** In 2020 Full payment of accommodation invoiced is due by departure of the Lodge by direct deposit or credit card.

**1.14 Cancellation.** If notification of a cancellation or variation due to illness is made prior to arrival at the Lodge, no fee applies. Cancellations not due to illness more than 45 days prior to stay 25% of invoice to be paid. Cancellations not due to illness more than 30 days prior to stay 50% of invoice to be paid. Cancellations less than 30 days prior to stay not due to illness – will be charged 100% of invoice. Cancellations are to be confirmed in writing with the Lodge Manager or Booking Director.

**1.15 Exclusive use of the Lodge.** Except for the Winter Season and Thredbo special public event weekends such as Easter, Christmas, Blues Festival, Snowy Ride etc, a group booking of twenty four (24) beds or more will constitute exclusive use of the Lodge. If exclusive use is granted, a minimum of twenty four (24) beds must be paid for, even if less than that number are utilised. A deposit of 25% must be paid within fourteen (14) days of booking. The deposit due will be calculated on the maximum bed night rate then applicable times 24 beds for the duration of the booking. The payment and cancellation conditions set out in 1.12 and 1.13 otherwise apply. Accounts for additional beds utilised in excess of the original accommodation request, must be paid to the Lodge Manager prior to the departure of the group from the Lodge.

**1.16 Ballot.** Should at any time bookings exceed the available accommodation, the Lodge Manager will establish a waiting list in order of the booking requests. Disputes concerning the waiting list should be resolved by the Lodge Manager in the first instance. Should the Lodge Manager be unable to resolve a dispute concerning waiting lists, the dispute should be referred to the Booking Director for resolution. A random ballot may be employed if accommodation requests exceed available beds. A ballot would apply only to Members and no guest accommodation would be allocated until all accommodation has been allocated to Members.

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### By-Law 2: Subscriptions

- 2.1 **Annual Payment.** Subscriptions are to be paid annually with accreditation for working bees from the year prior as determined from time to time by the Board.
- 2.2 **Late Payment.** A late payment fee will apply from 1 June if previous year annual subscriptions are not paid.
- 2.3 **Life Members** are not subject to annual subscriptions and enjoy all the privileges of ordinary Members. Life Members are required to pay accommodation rates in accordance with the annual rates set by the Board.
- 2.4 **Financial Status.** Members not financial at 1 January each year will be charged non-member rates for accommodation until such time as they become financial or may have their booking re-allocated or, as otherwise dealt with by the Board.

### By-Law 3: Working Bees

- 3.1 **Working Bees** will be held periodically as determined by the Board. There are no accommodation fees for Members attending a Working Bee.
- 3.2 **Working Bee Credits.** Members, by attending a Working Bee at the Lodge, or by participating in a Board approved project, will be credited with an annual Working Bee credit. Credits for Board approved projects or working bees completed prior to 31 May will be included in the Annual Subscriptions issued that year. Working Bee credits for working bees or board-approved projects held after 31 May will have the working bee credit applied to the following year. The value of working bee credits will be reviewed annually by the Board and approved at the AGM.
- 3.3 **Directors** are eligible for two working bee credits each year to reflect the additional support provided by their family members.
- 3.4 Members attending more than one working bee per annum may transfer their additional credits to a family member.

### By-Law 4: Club Weekend

- 4.1 **Annual Club Weekend.** The Board will annually hold a Club Weekend at the Lodge for which there will be no accommodation charges. Due to COVID-19 no club weekend will be held in 2020.
- 4.2 Bookings will only be accepted for financial Members and the family of Members holding family privileges until two weeks prior.
- 4.3 **Available Beds.** Should bookings exceed, in the opinion of the Board, a reasonable level of available accommodation, then the Board will determine appropriate levels and restrict bookings to this level.