

CANBERRA ALPINE CLUB INC

BY-LAWS

**GENERAL RULES
SCHEDULE OF CHARGES
MEMBERSHIP RULES
LODGE RULES &
BOOKING RULES**

APRIL 2019

CANBERRA ALPINE CLUB INC. BY - LAWS

The By-laws are made generally under Clause 18(2) of the Constitution: where a by-law is made under a specific clause, that clause is referred to after the heading.

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GENERAL RULES

By-laws to include rules

- 1 The By-laws of the Club include the General Rules, Membership Rules, Lodge Rules and Booking Rules as made under these by-laws.

Fees, charges and late payment fee (Clauses 13 and 40)

- 2.1 Fees and charges shall be specified in the Schedule to these by-laws and published in *Frozen Acres*.
- 2.2 When a subscription for the following year (other than the capital contribution) is paid after 31 December, a late payment fee as specified in the Schedule is applicable.

Address (Clause 56)

- 3 The Club's postal address is GPO Box 27, Canberra, ACT, 2601.

Committee nomination (Clause 25)

- 4 A nomination for a Club office or membership of the Committee shall be in writing, seconded in writing and shall contain the signed consent of the nominee.

Frozen Acres (Clause 53)

- 5.1 The Club Journal shall be known as *Frozen Acres*.
- 5.2 The annual subscription for *Frozen Acres* shall be set by the Committee each year and specified in the Schedule.
- 5.3 Each member and person on the waiting list is entitled to receive *Frozen Acres* without additional charge upon payment of his or her annual subscription.
- 5.4 Honorary Life Members are entitled to receive *Frozen Acres* without charge.
- 5.5 Life Members and any other persons may receive *Frozen Acres* upon payment of the subscription set under by-law 5.2.

Banking and financial (Clauses 22 and 37)

- 6.1 The Club shall maintain a trading account with a bank, in the name of 'Canberra Alpine Club Incorporated' and may operate other savings and investment accounts with any bank, in the same name.
- 6.2 The Club's financial records shall be kept by the Treasurer in accordance with the established double entry practice.

- 6.3** The Treasurer shall not pay any claim for reimbursement where the claim is first made more than 12 months from the date of the expenditure or entitlement without the prior authority of the Committee.

Membership Rules

- 7** The Membership Rules shall be taken to be the rules applicable to membership of the Club as approved from time to time by the Committee and published in *Frozen Acres*.

Lodge Rules

- 8** The Lodge Rules shall be taken to be the rules that apply to the use of each Club lodge as approved from time to time by the Committee and published in *Frozen Acres*, or displayed in a Club lodge.

Booking Rules

- 9** The Booking Rules shall be taken to be the rules that apply to the booking of accommodation in the Club lodges, including rates and priorities, as approved from time to time by the Committee and published in *Frozen Acres*.

Records of the Club (Clause 54)

- 10.1** The Secretary is responsible for the custody and safe-keeping of the records of the Club.
- 10.2** A member may request access to a record of the Club by sending a request in writing to the Secretary identifying the document.
- 10.3** Where a member has requested access to a document, the Committee may determine whether to grant access to the whole or part of the document.

Executive offices - duties (Clause 23)

- 11.1** The editor of *Frozen Acres* is responsible for the timely production of the Club journal.
- 11.2** The Club Captain is responsible for the organisation of Club teams.

SCHEDULE

MEMBERSHIP CHARGES

(clause 13)

Entrance fee (effective 1 October 2018)	\$2,376
2019 Member subscription*	\$112
2019 Waiting list subscription junior/youth \$46 adult	\$112
2019 Ordinary and Provisional Member Capital Contribution	\$214

* except 50 Year Member – see Membership Rule 8.3

SEASONS

<i>Season</i>	<i>Start</i>	<i>End</i>
Offpeak 2017-18	Sun 10 September 2017	Thu 14 June 2018
Peak 2018	Fri 15 June 2018	Sat 08 September 2018
Offpeak 2018-19	Sun 09 September 2018	Thu 13 June 2019
Peak 2019	Fri 14 June 2019	Sat 14 September 2019
Offpeak 2019-20	Sun 15 September 2019	Thu 11 June 2020

	Peak				Offpeak			
	<i>Perisher</i>		<i>J'byne</i>		<i>Perisher</i>		<i>J'byne</i>	
	<i>2018</i>	<i>2019</i>	<i>2018</i>	<i>2019</i>	<i>18-19</i>	<i>19-20</i>	<i>18-19</i>	<i>19-20</i>
Junior Member	\$35	\$36	\$24	\$25	\$19	\$20	\$19	\$20
Ad / Yth Member	\$70	\$72	\$48	\$50	\$38	\$40	\$38	\$40
Junior Guest	\$52	\$54	\$36	\$37	\$25	\$27	\$25	\$27
Adult Guest	\$105	\$108	\$72	\$74	\$50	\$54	\$50	\$54
Surcharges:								
Ensuite bathroom*	\$34	\$35						
Saturday Guest	\$34	\$35	\$34	\$35				
Single occupancy	\$70	\$72						
Block booking					\$1,150	\$1,200	\$950	\$1,000

* Charged per room.

Notes

- 1 Discounts for Offpeak Group Bookings - must be a minimum of 12 persons per night:

Total bed nights	Discount applied
12 to 47	25%
48+	35%
- 2 Infants aged under two stay free of charge.
- 3 Children aged two to four pay Junior Member prices
- 4 Surcharges apply per person per night unless otherwise noted.
- 5 Single occupancy surcharge secures exclusive occupancy of a room at Perisher by one person.

OTHER CHARGES & AMOUNTS

Late payment fee under General Rule 2.2	\$25
<i>Frozen Acres</i> - annual subscription	\$26
Perisher Food Locker - annual rental	\$62
Perisher Secured Ski Storage - annual rental	\$60
Re-admission fee per person under Membership Rule 6.1	\$42
Refundable damage / cleaning bond under Booking Rule 11.2	\$410
Maximum forfeited under Booking Rule 12.3, where 28 days' notice	\$112
Administrative fee under Booking Rule 13.3	\$72
Jindabyne Camping Fee (per person) under Booking Rule 15	\$18

WAITING LIST POINTS AWARDS - MEMBERSHIP RULE 2

Activity	Points awarded
Travel to lodge to assist with work*	1
Substantive contribution at a work party	1 per ½ day
Assist with work (other than at work party)	1 per ½ day
Attend social event (except at lodges), meeting or walk*	1 per day
Assist in running an event	1 per ½ day
Represent Club in a snowsport event	1 per ½ day
Provide an item for <i>Frozen Acres</i>	1 per article
Stay at either lodge	½ per night

*A bonus point is awarded if a sponsor accompanies to these events.

PERIODS FOR BLOCK BOOKING RESTRICTIONS

Booking Rule 10.3

Period	Min. Booking
Easter (Thur, Fri, Sat and Sun)	3 nights
June Long Weekend (Fri, Sat and Sun)	3 nights
Christmas 2018 (Sun 23 Dec to Mon 31 Dec inclusive)	3 nights
Christmas 2019 (Mon 23 Dec to Tue 31 Dec inclusive)	3 nights

ASSOCIATED ORGANISATIONS

Booking Rule 14

The following organisations are permitted to book off-peak accommodation at Member rates plus 10%

Greening Australia
 AIS High Altitude Training
 NSW SES Search and Rescue
 Australian Professional Snowsports Instructor Association
 ACT Junior XC Squad
 NSW Junior XC Squad

MEMBERSHIP RULES

Nomination

- 1.1** A nomination for membership of the Club shall be in writing in a form prescribed by the Committee.
- 1.2** A nomination for membership of the Club shall be:
 - (a) supported by a statement in writing by two eligible members;
 - (b) accompanied by the appropriate instalment of the Entrance Fee, as specified in the Schedule, calculated in accordance with Membership Rule 9; and
 - (c) accompanied by the relevant subscription
- 1.3** A person aged 17 may nominate for youth membership only.
- 1.4** Where a person nominated for membership is under the age of 18 years and neither a parent nor a guardian is a member —
 - (a) an adult, ideally the parent or guardian of the nominee, shall provide a written undertaking to accept ultimate responsibility for the financial and other obligations of nominee until the nominee attains the age of 18; and
 - (b) the sponsors shall be responsible to the Club for the activities of the nominee while using Club facilities or involved in Club activities.

Waiting List

- 2.1** The Committee shall keep a list consisting of the names of each person whose nomination it has accepted, such list to be known as the Waiting List.
- 2.2** A person on the Waiting List shall pay the subscription specified in the Schedule.
- 2.3** A person joining the Waiting List on or after 1 October in any year shall pay the subscription for the following year specified in the Schedule, and will not then be liable for further subscription payment for the following year.

- 2.4 If the name of a person is removed from the Waiting List by the Committee, that person shall be entitled to a refund in full of the entrance fee instalment which has been paid to the Club.
- 2.5 A person on the Waiting List:
- may book accommodation subject to the Booking Rules;
 - may attend all social and other Club functions on the same basis as Members;
 - is not entitled to vote on Club business, nominate candidates for or stand for Committee positions or to sponsor candidates for membership;
 - under the age of 18 who is eligible for an offer of membership and who has paid the second instalment of the entrance fee shall pay the accommodation charge applicable to a junior member - other persons on the waiting list shall pay the accommodation charge applicable to a guest; and
 - is exempt from the Saturday night guest surcharge.
- 2.6 The Committee may maintain a points system to recognise the attendance of, and participation by, persons on the Waiting List in Club events, with details of events covered and the number of points able to be accrued, to be notified from time to time in *Frozen Acres*. Points accumulated under the system shall be known as ‘waiting list points’ and may be awarded by the Committee for activities undertaken up to a year before a person is nominated for membership. It is the responsibility of the nominee to bring such activities to the attention of the Admin Officer, if they have been undertaken before nomination.
- 2.7 A person on the Waiting List under the age of 18 who declines an offer of membership shall forfeit all waiting list points accumulated at that date and shall no longer be considered *eligible for an offer of membership* for the purposes of Membership Rule 2.5.

Election to membership

- 3.1 In considering persons on the Waiting List for membership, the Committee shall take into account —
- number of available membership vacancies;
 - the date each applicant became eligible under Rule 3.2;
 - service to, and participation in, the Club;
 - conduct at Club functions and in Club lodges;
 - potential to contribute positively and harmoniously to Club life; and

- any extraordinary circumstances as determined by the Committee.

3.2 A person on the Waiting List becomes eligible for a membership offer under 3.1 when:

- in the case of a junior, the person has accumulated at least six waiting list points and attended one lodge work party.
- in the case of other than juniors, the person has accumulated at least 12 waiting list points and attended two lodge work parties.

3.3 Where an offer of membership lapses, unless the Committee is satisfied that extraordinary circumstances are established, the Committee may not make another offer of membership to that person until after the next Annual General Meeting.

Advancement of provisional members

4 The Committee may elect a Provisional Member to be an Ordinary or Youth Member, as appropriate, at any time once six months has elapsed since the person became a Provisional Member.

Advancement of junior and youth members

5 The Committee may elect from October, with effect from 1 January of the next year:

- a junior member whose 18th birthday falls during the current year – to be a youth member; and
- a youth member, whose 23rd birthday falls during the current year – to be an ordinary member

Re-admission to membership

(Clause 14(2))

6.1 If—

- a person has ceased to be a Member because of non payment of a subscription (for one or more subscription years) or entrance fee instalment within 2 months after the date on which it fell due; and
- the person has applied in writing to the Secretary for re-admission and has paid in full the amount outstanding (including, for the avoidance of doubt, late fees), plus the fee specified in the Schedule,

the Committee may, at such time as it sees fit, re-admit the person to the class of membership of which he or she was a member (where appropriate, the Committee may then offer to advance the member to a different class of membership).

- 6.2** Where the Committee is unable to re-admit a person who has applied under Rule 6.1, because to do so would exceed the membership ceiling set in the Constitution, the Committee may grant the person the same booking rights as a person on the waiting list.

Associated Ex-Member List

- 7.1** The Committee may keep a list of former members with at least 20 years membership who wish to remain associated with the Club, such list to be known as the Associated Ex-Member List.
- 7.2** The Committee may, at its absolute discretion, invite an eligible person to join the Associated Ex-Member List.
- 7.3** The Committee may, at its absolute discretion, from time to time review the composition of the Associated Ex-Member List and remove the name of any person.
- 7.4** A person on the Associated Ex-Member List, subject to Committee approval —
- is subject to the same booking rules and procedures as Members;
 - need not pay any annual subscription or levies other than for *Frozen Acres*;
 - may attend all social and other Club functions on the same basis as Members; and
 - is not entitled to vote on Club business, nor to nominate candidates for, or stand for, Committee positions nor to sponsor candidates for membership.

Gold and 50 Year Members

(Clauses 8(2A) - (2C))

- 8.1** A person who:
- (a) has been an ordinary member for 35 years or more; and
 - (b) is aged 55 years or over,
- may apply to the Committee to be designated a ‘Gold member’.
- 8.2** A Gold member is exempt from making the annual capital contribution specified in the Schedule.

- 8.3** A 50 Year member (see Constitution - Clause 8 (2C)) shall pay an annual subscription equivalent to the annual subscription for *Frozen Acres* set out in the Schedule. The late payment fee provided under General Rule 2.2 shall not apply to this annual subscription.

Entrance Fee

(Clauses 13(2) and 35)

- 9.1** In this Rule, **Entrance Fee** means the amount specified in the Schedule at the time the instalment is payable (rounded to the nearest whole dollar).
- 9.2** A person seeking admission as:
- (a) a junior member shall pay one half of the Entrance Fee in three equal instalments - one each at nomination, upon invitation after becoming eligible to receive a membership offer and when accepting an offer of junior membership;
 - (b) a youth member shall pay two thirds of the Entrance Fee in three equal instalments - one each at nomination, when accepting an offer of provisional youth membership, and when accepting an offer of youth membership; and
 - (c) an ordinary member shall pay the Entrance Fee in three equal instalments - one each at nomination, when accepting an offer of provisional membership, and when accepting an offer of ordinary membership.
- 9.3** A person accepting an offer of advancement:
- (a) from junior membership to youth membership shall pay one sixth of the Entrance Fee; and
 - (b) from youth membership to an ordinary membership shall pay one third of the Entrance Fee.
- 9.4** If a youth or adult nominee withdraws from the Waiting List, that person shall be entitled to a refund of the first entrance fee instalment which has been paid to the Club.
- 9.5** If a provisional member or a junior who has paid two instalments of the entrance fee withdraws from membership, that person shall be entitled to a refund of only the first entrance fee instalment which has been paid to the Club.

L O D G E R U L E S

General conduct

- 1 A person using a Club Lodge shall
 - (a) act with courtesy and consideration towards others;
 - (b) comply with any management notices posted in the lodge - with special attention to arrangements concerning persons with impaired mobility; and
 - (c) comply with all reasonable directions for the proper management of the lodge given by the Party Leader, Manager or a Committee member.

Party leader

- 2.1 The person nominated to be Party Leader shall be responsible for the harmonious functioning of the lodge.
- 2.2 The Party Leader should endeavour to:
 - (a) introduce lodge users to each other and facilitate harmonious interaction;
 - (b) act as liaison with the Administrative Officer; and
 - (c) encourage all users to read and follow the Lodge Rules.
- 2.3 The Party Leader shall, as necessary, organise a roster for tasks such as ensuring all emergency exits are safely clear of snow at all times, cleaning, clearing snow from decks and the like.

No smoking or pets

- 3.1 Smoking is prohibited within the lodges at all times.
- 3.2 Pets may not be brought into or kept at a Club Lodge.

Club not liable for loss of property

- 4 Lodge users are responsible for ensuring the security of their personal belongings and the Club will not accept any responsibility for loss or theft. Lodge security is a matter for all lodge users.

Noise level

- 5 Amplified sound may be played provided that no other lodge user objects. No excessive noise (eg loud conversations or noisy games) should be made after 10 pm. The Party Leader shall decide whether noise is excessive.

Keys

Note: Users of Perisher and Jindabyne lodges need to obtain the current combination for the front door lock.

- 6 A person may not, unless authorised by the Committee, duplicate a Club key.

Responsibility for guests

- 7 The person in whose name a booking is made shall be responsible for the conduct of his or her guests.

Room allocations

- 8.1 Lodge users shall not occupy a bedroom other than that to which they have been allocated without first checking with the Administrative Officer.
- 8.2 A booking may not be transferred to another person. A request for a change may be regarded as a new booking and needs to be arranged with the Administrative Officer.

Change-over time

- 9.1 The accommodation change-over time is 10 am for departures and 2 pm for arrivals. All personal belongings and food belonging to persons departing must be removed from the bedrooms and kitchen by 10 am.
- 9.2 Luggage may be stored by persons with booked accommodation arriving before change-over time, or departing after change-over time:
- (a) at Jindabyne, under the stairs.
 - (b) at Perisher, on the shelves outside Rooms 1-6.

Kitchen usage

- 10.1 Food storage containers and refrigerator space are allocated according to room number. Space allocated to other rooms - whether those rooms are occupied or not - must not be used. Food stowed in the wrong place may be removed after reasonable enquiries to determine ownership.
- 10.2 Access to the kitchen, dining and/or common areas may be subject to restrictions for special Club events, subject to Booking Rule 16.2.

Washing up

- 11 All cooking and kitchen utensils must be washed up and put away by the users as soon as possible at the conclusion of each meal: they must not be left until later. Before departure, lodge users should ensure that the dishwasher is emptied.

Accommodation without a booking

- 12 Overnight accommodation without prior confirmation may be obtained under the procedures for casual vacancies set out in the Booking Rules. (**Note:** an additional fee is payable where the Booking Rules are not observed.)

Day use without a booking

- 13 A Member or accompanied guest without booked accommodation may use the lodge facilities, with the exception of the laundry, unless the Party Leader or Manager considers such use might inconvenience persons with bookings.

Unattended Children

- 14 A child shall not be left in a Club lodge at any time without supervision by a parent, or another adult by arrangement.

Locking up

- 15 All doors must be locked overnight and all doors and windows must be locked whenever the lodge is left unoccupied. It should not be assumed that someone else will lock up later.

Cleaning before departure

- 16 Prior to departure, each party should clean and vacuum the rooms it has occupied and ensure that the kitchen, bathrooms and other common areas are cleaned.

Alcohol consumption by minors

- 17 Children under the age of 18 are not permitted to consume alcohol at a Club lodge.

B O O K I N G R U L E S

Definitions

1 In these Rules:

‘**Adult**’ means a person 23 years of age or older.

‘**Youth**’ means a person between 18 and 22 years of age inclusive.

‘**Block booking**’ means a booking which gives a Member exclusive use of the whole lodge with no constraint on occupancy except that the specified bed limit must not be exceeded.

‘**Group Booking**’ means an Offpeak booking qualifying for discounted accommodation charges as set out in the Schedule.

‘**External booking**’ means a booking, made by a member, consisting of a group from another organisation.

‘**Financial member**’ means a member who has paid all due subscriptions and fees and is not suspended under subclause 14(3) of the Club’s Constitution.

‘**Guest**’ means the guest of a person entitled to make a booking under these Rules.

General

2.1 Accommodation at a club lodge can only be booked by —

- (a) a financial Member, excluding a Junior member;
- (b) an Associated Ex-Member; and
- (c) a youth or adult on the Waiting list.

2.2 A booking —

- (a) may include other members and guests; and
- (b) is not transferable.

Booking procedure

3 A booking —

- (a) must be made with the Club's Administrative Officer either orally or in writing, or via the online booking system;
- (b) will not be recognised until all accommodation charges, at the rates set out in the Schedule, are paid in full;
- (c) may specify alternative dates or lodges in order of preference;
- (d) will not be confirmed until the confirmation date provided for in these Rules – Offpeak bookings will be confirmed immediately;

- (e) may be made up to one year in advance (Rule 8.2 provides that Peak bookings made a year in advance will not be processed until 1 October):
- (f) will be confirmed by the Administrative Officer and the person who made the booking should seek any special instructions, including whether it is necessary to collect a lodge key or obtain the door code.

Guests

4.1 [Removed]

4.2 A youth or adult on the Waiting List may include one guest per booking and must accompany that guest.

4.3 A person who makes a booking shall take full responsibility for the conduct of any guests included in the booking and take steps to ensure that guests are aware of all relevant procedures and Rules.

4.4 Where a guest is not accompanied by the person who made the booking, that person should make sure that the guest is aware of all relevant by-laws, including the booking cancellation provisions.

4.5 The Committee may place restrictions on the acceptance of bookings which include a guest, as notified in *Frozen Acres* from time to time.

Bookings including children under 18

5.1 Except with the prior approval of the Committee or its delegate, a person under 18 years of age may not stay at a Club lodge unless accompanied by a parent, legal guardian or a sponsoring adult member.

5.2 Where booking priority allows, a child under 5 years of age may be accommodated, but only if that child can be accommodated in a room with other family members.

Multiple bookings

6 A person may make multiple bookings and receive confirmation at the relevant times, as provided for in these Rules.

Saturday nights in Peak season

7.1 Unless provided for under this Rule or otherwise authorised by the Committee, a person may be confirmed for accommodation for no

Note: *present guidelines provide that requests for each night made a year in advance be considered first: when this is done, if there are more requests than beds available a ballot shall be held to determine priority.*

Booking priority

- 9 Booking requests will be accorded priority in order of their receipt by the Administrative Officer – except that requests received more than one year in advance will be deemed to have been received exactly one year in advance.

Block bookings

- 10.1 Block bookings may be made only during the Offpeak booking period, unless otherwise notified by the Committee in *Frozen Acres*.
- 10.2 Unless otherwise authorised by the Committee, only one of the Club lodges may be block booked at any one time.
- 10.3 Block bookings are subject to restrictions over holiday periods, as specified in the Schedule.
- 10.4 The committee may, at its discretion, waive booking restrictions under Rule 10.3.

External bookings

- 11.1 The Committee may, at its discretion, take responsibility for an External booking for the purposes of Rules 4.3 and 4.4
- 11.2 A refundable damage/cleaning bond as set out in the Schedule may be required by the Committee before an external booking is confirmed.

Cancellations

- 12.1 A booking will be considered to be cancelled only where notified in advance to the Administrative Officer.
- 12.2 Where a booking is cancelled a percentage of the value of the accommodation cancelled will be forfeited to the Club.

12.3 The amount forfeited upon cancellation will be calculated with reference to the amount of notice given to the Administrative Officer, as follows:

Notice	Amount forfeited *
28 clear days	5%
7 clear days	50%
less than 7 clear days	90%

* *minimum/maximum amounts apply – refer to Schedule*

12.4 [Removed]

12.5 A refund in respect of a cancelled booking may be made upon request, otherwise the refund shall be held as credit.

12.6 A person who seeks exemption from forfeiture of more than 5% of the value of his or her booking must make a written request to the Committee, setting out the special circumstances on which the application is based.

‘On the spot’ booking

13.1 Where —

- (a) a lodge is not fully booked; or
 - (b) a casual vacancy occurs,
- the Party Leader, Manager, or a Committee Member may, subject to a telephone check with the Administrative Officer, allocate such accommodation to a person entitled to book accommodation, or accompanied guest, on the spot.

13.2 Where accommodation is allocated under Rule 13.1, the person shall become liable immediately for the accommodation charge and any costs incurred.

13.3 Where a person is accommodated without a booking in a lodge and that person has not complied with the procedures in this Rule, or otherwise obtained confirmation in advance from the Administrative Officer, the person shall become liable immediately for the administrative fee set out in the Schedule for each night in respect of each person so accommodated in addition to the accommodation charge payable.

Bookings by persons associated with affiliated organisations
(Clause 55)

- 14 The Committee may grant booking privileges to any person associated with an organisation specified in the Schedule.

Camping at Jindabyne

- 15.1 When both lodges are fully booked, camping is permitted at Jindabyne only, for no more than seven consecutive nights.
- 15.2 The charge per night for camping shall be that published in the Schedule.
- 15.3 If a vacancy occurs at Jindabyne, prospective campers will be required to take up that vacancy at the normal accommodation charge.

Special Events

- 16.1 The Committee may designate nights or periods for which a supplementary charge will be levied for special events, as notified in *Frozen Acres*.
- 16.2 The Committee may designate nights or periods for which special booking or lodge usage rules apply, as notified in *Frozen Acres*.

Emergency Shelter

- 17.1 This rule applies when the lodge is fully-booked or a person is not entitled to accommodation.
- 17.2 When a person seeks overnight shelter in an emergency situation, the Party Leader, Manager, or a Committee Member may allocate appropriate accommodation and shall register the circumstances with the Administrative Officer as soon as possible.
- 17.3 Where accommodation is allocated under Rule 17.2, the person shall become liable immediately for the accommodation charge and any costs incurred.
- 17.4 The Committee may waive any charge made under Rule 17.3.