



**BOALI LODGE**

**MANAGEMENT RULES**

**UPDATED & REVISED  
AS AT AUGUST 2021**

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# OBJECTIVE, PHILOSOPHY & MANAGEMENT RULES

## 1.0 OBJECTIVE AND PHILOSOPHY

The objective of the lodge is to provide high standard accommodation and facilities at commercially viable rates for usage by unit holders and their immediate family. In support of this objective, management rules have been established in line with the following philosophy and principles:

- a) To maximise usage of the lodge throughout the year, with preference to members and their immediate family, and thereafter to members' guests and commercial users.
- b) To hold accommodation costs to members to the minimum consistent with meeting all fixed and variable costs, including ongoing maintenance, repairs and replacements.
- c) Accommodation costs to be graduated for member's guests and commercial users.
- d) To provide a serviced facility throughout the year as far as is commercially possible.
- e) To allocate bed nights and to set accommodation charges to members on a fair and reasonable basis.
- f) Aim to satisfy member's preferential booking entitlements for winter seasons.
- g) To promote usage and management of the lodge in a manner that protects members' investment

## 2.0 DEFINITIONS

### 2.1 **Member** - "a person/s named on the unit certificate".

In cases where two persons are named on the unit certificate, then one shall be nominated as the member. The nomination can be changed but only prior to the commencement of the winter booking period. The nomination is applicable for the following twelve months. In cases where an entity (e.g. company) is named on the unit certificate, the member is to be nominated in writing to the Board and cannot be changed unless there is a change in ownership of the entity.

Members transferring ownership of their unit to more than one child should be aware that only one of those children may be nominated as the member for the purpose of member entitlements. Only the immediate family of the nominated member are entitled to member rates and entitlements, and the nominee must be an adult.

- a) Member's immediate family - "the member, his or her spouse/de facto, and their children". There are currently no age restrictions on children of members for the purposes of calculating accommodation rates.
- b) Member's children's spouses and children (i.e. son/daughter in law and grandchildren of members) are classified as "Extended Family" and can access the extended family rate if it is offered.
- c) A single adult member, without dependents, may nominate one other person as that member's immediate family for the following twelve months. This must be submitted in writing to the Board.

### 2.2 **Guest** - "a person known to and booked in by a person with member status".

- a) Accompanied Guest – person known to the guest with member status (i.e. member, spouse/de facto, and member’s children) whose stay at the lodge is concurrent with the member (assessed on a night by night basis).
- b) Unaccompanied Guest – person known to and booked in by a member (spouse/de facto, member’s children) but whose stay at the lodge is not concurrent with the member (assessed on a night by night basis).

2.3 **Commercial User** - “a person not being a member or guest”.

2.4 **Preferential Booking Entitlement**

Members can request up to 28 bed nights during the member booking period. For further clarification refer to section 3.1

2.5 **Bed night**

The occupancy of a bed by either an adult or a child for a night count as a bed night, with the exception of infants (2 years and under).

2.6 **Seasons**

- a) Winter Season - the period from the Queen’s Birthday weekend in June through to the end of the Labour Day holiday weekend in October. The Board may extend the winter period depending on demand and snow conditions. Within the winter season the Board can determine, as it sees fit, periods of shoulder and high season.
- b) Summer Season - all other times other than the winter season.

2.7 **Booking Officer** - person(s) nominated by the Board to operate the accommodation booking system. This role may, from time to time and as the Board determines, also be carried out by the Lodge Manager.

2.8 **Lodge Manager** - person(s) employed to manage the lodge and provide servicing and catering.

2.9 **Accommodation Periods**

Accommodation periods start at 2.00pm prior to the first night of stay and end at 9.30am on the day following the last night of stay.

- a) Seven-day week - period based on seven days from Sunday 2.00pm to 9.30am on the following Sunday.
- b) Five-day week - period based on five days from Sunday 2.00pm to 9.30am on the following Friday.
- c) Weekend - period from Friday 2.00pm to 9.30am on the following Sunday.
- d) Casual night - single or multi-night accommodation not covered by the above accommodation periods. Bookings for casual night accommodation can be made for a period before or after another accommodation period, if vacancies are available. Preference will be given to casual night bookings involving the longest period with a minimum of two nights stay.

- 2.10 **Board Member** - Only Eligible Persons (as defined in the Trust Deed governing the Boali Unit Trust) can be appointed to the Board. It is desirable that the Board comprises directors from both the ACT and NSW in recognition of the geographic mix of the membership, and the location of the Lodge and its management team.

Those elected to the Board shall become directors of Boali Holdings Pty Ltd for the duration of their term and as such be responsible for the management of the lodge.

- 2.11 **Resident** – term used to describe any person staying in the Lodge no matter their status.

### **3 ACCOMMODATION ACCESS**

#### **3.1 Accommodation Entitlements**

- a) For winter season preferential booking entitlement for members will be offered prior to opening bookings to guests and commercial users. Any unused portion of the entitlement cannot be carried forward from one season to another.
- b) Those members who require more than their 28 bed night entitlement to allow their immediate family to book a 5/7 day week under clause 5.3.a (ii) (i.e., families of six or more members above the age of 3 years) will be able to book a 5/7 day week against their entitlement. If granted, no other booking against that member's entitlement will be accepted during the priority booking period.
- c) The accommodation entitlement may be used by members, their immediate family and accompanied guests.
- d) The accommodation entitlements are not transferable except as mentioned in 3.3 below.
- e) The accommodation entitlement is not available after the preferential entitlement period, i.e., members who have not made bookings against their full entitlement during this period will not have any priority over other members or guests in subsequent booking periods.

- 3.2 Every effort will be made to ensure that those members whose first preference in the winter season cannot be provided in one year, have their first preference met in the subsequent season.

- 3.3 A member may transfer the obligations and benefits of membership to an adult family member (see clause 2.1). In such cases the transfer is to be advised in writing to the Board prior to the commencement of the winter booking period and is to have effect for the following twelve months.

- 3.4 Minors (under 18 years of age) are not entitled to access the lodge, unless accompanied by an adult member or vouched for by an adult member in residence at the lodge.

- 3.5 Any member who fails to pay any monies owing to the lodge shall have their membership entitlements and/or any access to the lodge restricted or suspended until such monies owing are paid in full plus a \$50 administration fee. In addition, interest will be incurred at a penalty rate of 10% above the 180 day Australian bank bill rate accruing from the date at which payment became due.

## 4 RATES

- 4.1 Rates will be set by the Board from time to time. Rates will be advised to members before the commencement of each season and as they are subsequently determined.
- 4.2 Rates will be set at the level consistent with meeting all ongoing and long term running and maintenance costs of the lodge. Rates will be graduated for members, extended family, accompanied guests, unaccompanied guests and commercial users.

## 5 BOOKINGS

- 5.1 All accommodation bookings should be made through the online Booking System.
- 5.2 Members may not stay at the lodge or extend their approved stay without first contacting the Booking Officer or the Lodge Manager and receiving approval.
- 5.3 Booking Requests

### a) Winter Season

- (i) Accommodation access will be granted in accordance with the following priority:
- (a) Members
  - (b) Extended family
  - (c) Accompanied guests
  - (d) Unaccompanied guests; and
  - (e) Commercial users
- (ii) Booking requests against Entitlement for Members and Accompanied Guests during the Member Preferential Entitlement Period
- During the school holiday period in the winter season, priority will be given to booking applications from members accompanied by their school aged children and members who are teachers. **Members should limit their bookings during the school holiday periods to a maximum of 1 week. This protocol takes precedence over the process outlined below.**

Booking requests, against entitlements, for 7-day week, 5-day week and weekend periods will open on a date established by the Board each year and communicated to Members

Any booking requests received prior to the member entitlement booking period will be treated as received at the commencement of the entitlement period together with other booking requests received at the commencement of the entitlement period.

Booking requests received after the commencement of the entitlement period will be processed in the sequence of date of receipt of the booking request.

Booking requests for 7-day week and 5-day week periods will receive equal priority allocation.

Weekend bookings during peak season within a member's entitlement will only be confirmed if they coincide with a 5 day week booking. If not able to be confirmed, the request will be given preferential place on a waiting list, and will be confirmed when a subsequent coinciding 5 day booking is received.

Subject to the 28 bed night entitlement, booking requests for the shoulder season can be immediately confirmed, provided the booking is for a minimum of 2 nights (including weekends).

If insufficient beds are available to satisfy all booking requests received on the same day for a particular period, then after taking account of clause 3.2, preference will be given to members and their immediate family. If sufficient beds still are not available, accommodation will be determined on the basis of an independently witnessed ballot.

- (iii) Ex-Entitlement Bookings for Members, Additional Bookings for Accompanied Guests will be on a date established by the Board each year and communicated to Members

Booking requests will open on a date established by the Board each year and communicated to Members for further 7-day week, 5-day week and weekend periods.

Booking requests for 7-day week and 5-day week period will be accorded equal priority, but weekend booking requests will only be confirmed if they coincide with a 5-day week booking.

Booking requests for the shoulder season (as advised on the website) can be immediately confirmed, provided the booking is for a minimum of 2 nights (including weekends).

Booking requests received prior to the date established by the Board and as communicated to the members for **additional bookings** will be processed, on that date together with other requests received on that date.

Booking requests received after designated additional booking periods will be considered in the sequence of date of receipt of the booking request.

If insufficient beds are available to satisfy all booking requests received on the same day for a particular period, preference will be given to members and their immediate family. If sufficient beds are still not available, accommodation will be determined on the basis of an independently witnessed ballot.

- (iv) Unaccompanied Guests and Commercial Bookings will open after the Member
- (v) Members only – peak season weekend bookings. Members can request peak season weekend bookings from 15<sup>th</sup> April if vacancies exist at this time. Standard bookings and payment terms will apply to all bookings. These bookings can only be made for members and their immediate family.

**b) Summer Season**

- (i) Bookings requests for the summer season, for a minimum of two nights, will be considered in the order of receipt by the Booking Officer (i.e., are open indefinitely in advance).
  - (ii) Minimum stay requirements may be imposed for the Christmas/New Year, Easter and the Thredbo Festival weekend periods.
- 5.4 Confirmation of Bookings - a booking request will be confirmed on payment and receipt of the booking Deposit.
- 5.5 Payment of Bookings
- a) Deposit – a 25% deposit is payable immediately at the time of making a booking.
  - b) Final Payment – the total outstanding balance of the accommodation booking is payable 28 days prior to commencement of the booking.
  - c) Bookings for which full payment is not received by the due date may be cancelled.
  - d) The Board reserves the right to require members or guests that have not paid by the due date to make payments in full at the time of booking in subsequent years.
- 5.6 Sole Occupancy/Single Bed bookings - a member wanting sole occupancy of a room for the member/member's party, should indicate this on the booking request form. Where a booking requests sole occupancy of a room, all beds in that room must be paid for at the rate applying to the patron type (member, guest, commercial etc.). During summer, if patrons choose to fill empty rooms rather than occupy rooms on a twin/loft share basis, a cleaning supplement will apply.
- 5.7 Cots are provided for use in addition to the beds allocated to each room, and are charged at a nominal fee.
- 5.8 Vacated Rooms
- a) Residents who vacate their rooms before the end of their accommodation booking may not re-allocate or resell their accommodation, even if the booking was made against their accommodation entitlement. All accommodation arrangements must be processed through the Booking Officer.
  - b) The Booking Officer reserves the right to re-let all rooms that are vacated by the occupants prior to the end of their booked accommodation period. No refunds are available for vacated rooms.
- 5.9 Whole Lodge Bookings - the Board may consider requests to book the entire lodge for specific periods outside these booking rules.
- 5.10 Cancellation and Refunds:
- a) Cancellations can be made by phone and must be confirmed in writing.

b) Refunds for bookings are calculated as follows:

<u>Days before Commencement of booking</u>	<u>% of Total Booking Cost Refunded</u>
More than 30 days	75%
15-30 days	50%
Less than 15 days	Nil

c) In exceptional circumstances, the Board may consider a higher refund. A request should be made to the Board in writing outlining the exceptional circumstances reasoning. The Board will make a decision based on the request and this decision will be treated as final.

d) Notwithstanding clause 5.10(b), members may use 25% of the value of a cancelled winter booking towards a booking in the following summer season. If this credit is not used in the following summer, it is forfeited. This clause does not apply to guest or commercial bookings.

e) COVID-19 Cancellation Policy – A full credit of payments received will be made for cancellation up to the commencement date of the booking in instances where:

(i) A person in the booking party or a close contact has recently been diagnosed with COVID-19,

(ii) A person in the booking party is awaiting COVID-19 testing results,

(iii) A person in the booking party has visited a government listed “COVID-19 hotspot” in the past 14 days,

(iv) Travel to or from the booking party’s normal place of residence is not possible due to government-imposed travel restrictions.

Cancellation under the COVID-19 policy may require the provision of evidence (e.g. a Doctors certificate) to substantiate the reason for cancellation.

The credit amount may be applied to a subsequent future booking. The future booking date(s) must be booked **within** 12 months from the date of commencement of the original booking. If a future booking is not made within 12 months the credit amount will be forfeited.

5.12 A charge will apply for each occasion that amendments are made to confirmed bookings. The charge is noted on the booking request form. Amendments will not be confirmed until this fee is paid. Bookings may only be altered once, and then if cancelled, no refund is due.

5.13 Guests who cancel or who have been forced to cancel their booking may not re-sell their booking to a third party without the permission of the Booking Officer/Ops committee

## 6 ANNUAL SUBSCRIPTION

6.1 An Annual Subscription as determined by the Board of the Trustee applies per Unit in Boali Unit Trust.

6.2 Bookings will not be accepted from members or members’ immediate family if annual subscription dues are outstanding. The owner of the unit on 1 November each year is



responsible for the payment of the following year's subscription, unless negotiated otherwise as part of a unit transfer.

- 6.3 The Annual Subscription is due and payable before 31 December annually.
- 6.4 Unpaid subscriptions remain a charge against a Unit and Clause 3.5 shall also be implemented.
- 6.5 No Unit Transfer shall be registered until outstanding Annual Subscriptions and any accumulated interest and/or administration fees pursuant to clause 3.5 are paid in full.
- 6.6 Where a member is overseas for a period of more than one year, clause 3.3 allows for the privileges and obligations (including financial) of membership to be transferred to an adult family member for a period of 12 months. The Board must be notified in writing before the end of the Trust's financial year (31 October) of the nominated member's name and contact details.

## **7 USE OF LODGE**

### **7.1 Rooms**

- a) Upon arrival guests, if possible, should introduce themselves to the Lodge Manager and/or Booking Officer and, if requested, produce evidence confirming the accommodation booking.
- b) Rooms can be occupied after 2.00pm on day of arrival.
- c) Rooms are to be vacated by 9:30am on day of departure.
- d) All belongings should be removed at the expiration of the booking period.

### **7.2 Keys**

- a) All sets of keys remain the property of the lodge
- b) Keys are to be returned to the Room Allocation Board upon departure.
- c) A replacement cost of \$20.00 will be charged against a member if the key is not returned.

### **7.3 Courtesy and Comfort**

- a) All residents are asked to respect the rights of others to enjoy the lodge.
- b) Parents should ensure that children are adequately supervised at all times.
- c) Smoking is not permitted anywhere within the lodge or within 10 metres of external doors (this includes the lounge room balcony).
- d) Appropriate dress standards should be observed in all public areas of the Lodge. Night attire e.g. pyjamas, and ski underclothing is not appropriate dress for the public/common areas. Members and guests are asked to be mindful of other's sensitivities when dressing for the general areas.
- e) Outside shoes are not to be worn beyond the skier's entrance or reception entrance, and must be stored on the shoe racks provided. Only inside (soft soled) shoes may be worn in the Lodge.
- f) A member shall be liable to pay for any damage to the lodge property caused by the member, their family or their guest. The Board shall determine the extent of liability and payment.
- g) Guests and commercial users shall be liable to pay for any damage to the lodge property caused by any person in their party, as outlined on the "Guest Registration Form" completed on arrival.
- h) Sauna - these facilities are not to be used by unaccompanied children under 15 years of age. All residents are to observe the notice posted concerning the use of these facilities.
- i) Wet Clothes - wet clothes and ski boots must not be worn in any upstairs area. All wet boots and clothes are to be stored in the drying room. They must not be dried in bedrooms or the lounge/dining rooms. Drying rooms must not be used for storage of other items.
- j) Emergency Exits - fire exit doors and the boiler room doors must be kept unobstructed, and closed in winter to conserve energy. They must only be used in case of emergency.
- k) Cleanliness - residents should assist in setting of dining table for dinner, clearing and cleaning dining room tables after each meal, and tidying the lounge, games room and common areas after use. They will be responsible for attending to their own bedrooms during their occupancy, and stripping beds of linen upon departure.
- l) Use of the lounge – the lounge is primarily for the use of adults and children over 14 years of age. The lounge becomes a child-free zone at 8pm and children 14 years and under are to vacate the room at this time. Residents should be considerate and respectful of other users of the lounge — especially in respect to loud music and the use of mobile phones, electronic equipment, laptop computers etc.
- m) Use of games room - the games room is for younger children but parents are responsible for supervising their children and for their children's behaviour in that space. Any damage done to lodge property will be the responsibility of the parents, and must be paid for prior to departure.
- n) Use of TV Room – the dedicated TV room is for the use and enjoyment of adults only.
- o) Future bookings made by guests who ignore clause 7.3 may not be accepted. The penalty for members failing to observe this rule will be the forfeiture of their booking rights for a period of one year. The Board has ultimate discretion in the execution of this provision.

- 7.4 Parking - limited parking space is available at the lodge. Residents are asked to record their vehicle details (colour, make & registration) along with their mobile phone number (in the event they are required to move their vehicle) on the room allocation board outside the office for the duration of their stay. Please plan vehicle movements with other guests prior to checking out.

There is strictly one car space per room.

7.5 Meals

- a) As a courtesy to the Lodge Manager and to avoid over catering, if an evening meal is not required on the first night of a stay, please give 48 hours' notice to the Lodge Manager. No refunds will be provided for residents not dining at the lodge.
- b) Three meals per day will be available during the winter season.
- c) Residents will be given the option of either breakfast only or three meals per day during the summer season, except for the Christmas/New Year and Easter periods as notified on the summer booking request form at the beginning of each season.
- d) Meals are only available to lodge residents and invited visitors. A minimum of 48 hours' notice must be given to the Lodge Manager and agreement by the Lodge Manager received before visitors are invited to meals. Invited visitors will pay a meal price set by the Board.
- e) Residents will not have access to kitchen facilities.
- f) There are two sittings for the evening meal. The first is for children under 15 years of age and a parent is to be present during this meal time for very young children. The second is for adults and children 15 years of age and above. Children under 15 years of age can only be present during the second evening meal if that family is the sole occupant of the lodge or is a member of a group that are the only occupants of the lodge and who all agree to the presence of young children.

7.6 Role of Lodge Manager

- a) The Lodge Manager is responsible for the day-to-day operation of the lodge. The Lodge Manager will provide a catering service during both the summer and winter seasons and service rooms at the end of occupancy for new arrivals.
- b) The Lodge Manager is responsible to the Board for enforcement of lodge rules.

7.7 Hygiene

- a) Sheets, pillowcases, doonas and doona covers, and towels will be supplied.
- b) The disposal of baby napkins and other disposable sanitary napkins down the septic system will result in blockages. These items must be securely wrapped and placed in plastic bags in the main external garbage container by Residents.
- c) Beds used by young children are to be covered with a waterproof sheet, provided on request.
- d) Residents are asked to leave their rooms and bathrooms in a neat and reasonably clean state with all rubbish removed at the end of their stay.

## 8 GENERAL

- 8.1 The Board is responsible for the administration of these rules for the benefit of the membership as a whole.
- 8.2 The Board may, from time to time, amend the Management Rules to reflect changes that are considered to be beneficial to the smooth and efficient operation of the lodge. Changes can be effected by a majority of:
- a) Two-thirds of all directors, or
  - b) Two-thirds of directors present at a duly convened meeting.
- 8.3 Complaints about the facilities and reports of breakages should be made to the Lodge Manager at the time of stay wherever feasible to enable rectification as soon as possible. Serious breaches of the house rules or complaints on management of the lodge should be reported in writing to the Board.
- 8.4 No set of rules are likely to cover every situation, and it is possible that the Lodge Manager and/or Booking Officer will occasionally encounter situations either not covered by the rules or where application of the rules in the normal manner could be seen as inappropriate. The Lodge Manager/Booking Officer may use discretion to meet situations not covered by the booking procedures.
- 8.5 Lodge operations including meal times, check in / check out procedures, occupancy numbers may be temporarily subject to change depending on circumstances out of our control. Members will be notified of any changes as soon as possible
- 8.5 If difficulties do occur with the rules, the Manager or Booking Officer will endeavour to Consult the Director responsible for Operational issues, in order to arrive at a satisfactory resolution.  
The Operational Director will also advise the Board of any difficulties for consideration at the next Board meeting or earlier if deemed necessary.

