



## **BOALI LODGE**

# **MANAGEMENT RULES**

**UPDATED & REVISED JANUARY 2024**

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### **OBJECTIVE, PHILOSOPHY & MANAGEMENT RULES**

#### **1 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 DEFINITIONS

### 2.1 **Member** – “a person/s named on the unit certificate”.

In cases where two persons from the immediate family unit are named on the unit certificate, then one shall be nominated as the member.

In cases where individuals not within the same family unit are named on the unit certificate, then only one shall be nominated as the member.

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.

The nomination can be changed, but only prior to the commencement of the winter booking period. The nomination change is to be submitted in writing to the Board and 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.

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 purpose of calculating accommodation rates.
- B. Member's direct parents, children's spouses and their 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 counts as a bed night, with the exception of infants (0-24 months).

#### 2.6 **Seasons**

- A. Winter Season – the period from the King’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.

4.3 A \$35 booking fee is charged per adult per booking for winter season bookings.

## 5 BOOKINGS

- 5.1 All accommodation bookings should be made through the online Booking System via the Boali website.
- 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, Extended Family and Accompanied Guests during the Member Preferential Entitlement Period

During the July 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 (usually the 1<sup>st</sup> March) and will be advised via the website and Member communications.

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 for high demand periods such as July school holidays should be received before 12pm on 1<sup>st</sup> March to be included in a ballot, if the need arises. Bookings received before the commencement of the entitlement period will be considered as received by 12pm on 1<sup>st</sup> March. That is, all booking requests received by 12pm 1<sup>st</sup> March will be treated equally.

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 first priority allocation.

Weekend bookings during peak season within a member's entitlement will receive second priority, prior to Extended Family and Accompanied Guest booking period, regardless of whether it coincides with a 5-day booking.

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 for the same day in a particular period, then after considering clause 3.2, preference will be given to members and their immediate family (ie. persons with 'member' status). If sufficient beds are still not available, bookings will be determined on the basis of an independently witnessed ballot.

**(iii) Ex-Entitlement Bookings for Members, Additional Bookings for Extended Family and Accompanied Guests**

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.

This is usually the 15th March for Members and Extended Family and 22nd March for Accompanied Guests.

Booking requests for 7-day week and 5-day week period will be accorded equal priority, and weekend booking requests will be treated as second priority.

Booking requests for the shoulder season (as advised on the website) will 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 nights (beyond the 28-bed night entitlement) will be processed, on that set 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 for the same day in a particular period, preference will be given to members and their immediate family. If sufficient beds are still not available, bookings will be determined on the basis of an independently witnessed ballot.

**(iv) Unaccompanied Guests and Commercial Bookings will open on 1<sup>st</sup> April, against remaining availability.**

**B. Summer Season**

**(i)** Booking 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.

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. 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 reallocate 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 than stipulated in 5.10. A request should be made to the Board in writing outlining the exceptional circumstances and reasoning. The Board will decide based on the request and this decision will be final.
- D. Notwithstanding clause 5.10 B., Members may use 25% of the value of a cancelled winter booking as credit towards a future booking. Credits are valid for 12 months from the date of cancellation.. If this credit is not used within 12 months, it is forfeited. This clause does not apply to guests or commercial bookings.
- E. COVID-19 Cancellation Policy – A full credit or refund 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) Travel to or from the booking party's normal place of residence is not possible due to

government-imposed travel restrictions.

Refunds or credits under the COVID-19 policy will require the provision of evidence (e.g. a Doctors certificate, PCR test result or registered RAT test) 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 resell 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 as advised on the Annual Subscription Invoice..
- 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.
- A. Rooms can be occupied after 2.00pm on the day of arrival.
- B. Rooms are to be vacated by 9:30am on the day of departure.
- C. 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 required to respect the rights of others to enjoy the lodge and adhere to the '[Boali Lodge Code of Conduct](#)'
- B. 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.
- C. Guests and commercial users shall be liable to pay for any damage to the lodge property caused by any person in their party
- D. 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. Lunch is not provided on the day of departure.
- 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 rates page on the website. .

- 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 they have been upgraded to the adult meal and are under supervision of an adult family member.

#### 7.6 Role of Lodge Manager

- A. The Manager/s are appointed by the board to manage day-to day operations and maintain the lodge. The Lodge Manager/s 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.
- C. The Lodge Managers, with the support of the Business Operations Manager, are in charge of the Lodge, and members and guests are expected to comply with their directions on the occasions that directions are needed.

In case of conflict - If a member is unable to resolve a matter with the Managers in a friendly and conciliatory way, then the matter should be referred to the Chairman or to another member of the Board. Until that happens, the Managers' instructions must be followed.

#### 7.7 Hygiene

- A. Sheets, pillowcases, doonas and doona covers, and towels will be supplied.
- B. The disposal of baby nappies 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. 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 affected 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 Business Operations Manager and 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.