

**TUNCURRY LAKESIDE VILLAGE CO-OPERATIVE SOCIETY LIMITED**  
**Trading as TUNCURRY LAKES RESORT (TLR)**

**BY-LAWS**  
**(2013 )**

**1. PRELIMINARY**

These By-laws are made under the powers given to Tuncurry Lakeside Village Co-operative Society Limited Trading as TUNCURRY LAKES RESORT (TLR) by Rule No. 7 of the Rules of the Co-Operative registered by the Registrar of Co-operative Societies for New South Wales, made on the twenty sixth day of November, 1996. TLR is a co-operative, providing first-class holiday and leisure opportunities for its members ("members") and their invited guests. These By-laws have been made and will be amended from time to time to protect the interests of members and guarantee equal enjoyment of TLR by everyone using it. Remember TLR is for the enjoyment of us all.

**2. USE OF THE RESORT.**

- (a) Members of TLR may use and occupy the Tuncurry site at any time, subject to the booking rules and procedures which are set out below.
- b) Members will do all they reasonably can to ensure that the high standards of administration and management of the Resort are maintained at all times for the benefit of all members. It is expected that Members and guests will at all times respect the peaceful enjoyment and privacy of other occupants at the Resort.
- c) Members who invite guests (non Members) to stay at or visit the Resort are responsible for their guests' actions and conduct at all times whether that Member is on site or not.
- d) A copy of these By-laws has been made available to all members, and all members shall be taken to be fully aware of them and of the provisions of the Rules of TLR, enabling it to expel or suspend any member, or take any other disciplinary action, for breach of the Rules and/or these By-laws by that member or persons for whom that Member is responsible. The Directors have authorised the Managers to administer the Rules and these By-Laws so that Members and/or Guests not complying may be required to vacate and leave the Resort.
- e) Members are unfinancial if their levies remain unpaid for longer than one (1) month from the date of the levy notice or have any other unpaid charges. Unfinancial members of the Society shall not be entitled to use the Resort or book any accommodation.
- f) Levies which remain unpaid for longer than one (1) month from the date of levy notice, and any other unpaid charges will be charged interest at a rate to be determined from time to time.

**3. ACCOMMODATION AND USE OF SITE**

- (a) Members and their guests ("guests" when used in these By-laws includes a member's family) may use any of the facilities provided by TLR at Tuncurry at any time, subject to the booking procedures set out below. Members wishing to invite non-resident guests into TLR to use the facilities are required to notify the Managers and seek approval thereto.
- b) Members wishing to obtain a booking for Guests will provide full details of the number of persons (adults & children) to be staying, the name of the Guest and their contact information.
- c) On arrival at the Resort, members and/or their guests will first register at the office.
- d) Subject to the Managers' discretion to the contrary, a member and his guests shall be entitled, subject to booking, to use and occupy one unit and/or one caravan/camping site per visit for each share held by that member in TLR.
- e) A maximum of six (6) persons may occupy a unit for sleeping accommodation. Caravan/camping sites may be used for overnight accommodation by as many persons as the Managers shall, in their discretion, allow.

- f) A cleaning Package Fee in such amount as may be fixed from time to time shall be paid to the Managers on arrival by any member or guest using unit accommodation. (See Schedule). The cleaning package, in addition to the normal cleaning protocol, will include the supply of linen for the queen bed and the bed being made, also the provision of 6 extra pillowcases, two bath towels, a bathmat, handtowel, two face washers and a tea towel. Linen and towels for the single and sofa beds can be supplied on request at a fee per person (see schedule). All owners and guests of owners staying in excess of one week or longer will pay a cleaning Package Fee at the end of each week of occupation when the unit will be cleaned and fresh linen supplied
- g) A cleaning fee in such amount as may be fixed from time to time shall be paid to the Managers on arrival by any member or guest using a unit or caravan/camping site accommodation. (See attached Schedule)
- h) All breakages and damage of any kind over and above fair wear and tear will be made good or paid for by the member responsible. This applies to breakages and damage occurring to the units, any of the caravan/camping site amenities, to the recreation lodge, to any of the sporting and recreational facilities provided by TLR for its members and to damage of anything provided by TLR for use by members and their guests.

4. **MEMBERS OCCUPATION TIME**

TLR is planned so that all members are entitled to twenty-eight (28) nights per year of unit accommodation and a further seventeen (17) nights per year of caravan/camping site space. Entitlement is non-cumulative from year to year and the commencement date of each accommodation year is 1 August. Up to fourteen (14) nights peak time unit accommodation may be booked in each accommodation year and up to 7 nights peak time caravan/camping site space may be booked in each accommodation year.

5. **PEAK TIME.**

Peak Time periods are defined as follows:

Easter	21 Nights
June Long Weekend	7 Nights commencing Thursday prior
July Holidays	28 Nights
September/October Holidays	28 Nights
December/January Holidays	56 Nights

The commencement and expiry dates of peak periods shall be defined or varied at the discretion of the management from time to time and the dates so defined shall be binding on all members.

6. **PEAK BOOKINGS**

Members must book peak unit or caravan/camping site accommodation in writing on Peak Booking Forms provided. Peak Booking Forms will be processed at any time **up to one hundred and eighty (180) days prior to the declared first day of the peak period desired.** However, completed booking forms **will be accepted at any time but will not be dealt with** prior to the start of the booking period. If the requested booking covers time beyond the current levy period, **then levies for the subsequent year must be paid before the booking can be used.** (In this case, levies will be charged at the current year rate, and adjusted as necessary following the setting of the new levy rate.)

Owners are encouraged to forward completed Peak Booking Forms to the Management prior to the 180 day period for processing at the start of the booking period.

7. **OFF-PEAK BOOKINGS**

Members may book off-peak unit or caravan/camping site accommodation up to a maximum of one hundred and eighty (180) days in advance. Bookings will be made by **members only** to the Managers by email, fax, telephone, mail or personal application and all off-peak booking applications will be treated in strict order of receipt. Any changes to existing bookings must be received in writing (by email, fax or mail). If the requested booking covers time beyond the current levy period, **then levies for the subsequent year must be paid before the booking can be made.** (In this case, levies will be charged at the current year rate, and adjusted as necessary following the setting of the new levy rate.)

**8. TIMESHARE EXCHANGE ORGANISATIONS**

A Member who belongs to a Timeshare Exchange Organisation is permitted to bank one week of their time (either peak or off-peak) for exchange purposes in any occupation year. The Member must have unused time available and secured a booking at TLR and then follow the Exchange Organisations booking procedure.

A cleaning fee and a linen supply fee will be paid by the Member to TLR at the time of making the exchange booking.

**9 ADDITIONAL OCCUPATION TIME (AFTER USE OF OWNED TIME)**

Each holder of a 1/600th share in the Resort is entitled to apply for further stays in the Resort either in a unit or in the caravan/camping area during any twelve (12) month period, commencing on 1 August each year for periods up to a total of six (6) weeks. This additional time is non-cumulative year to year. All stays are subject to the booking procedures described above.

Additional occupation time attracts a service fee per night of occupation. Service fees are set according to Management and Board requirements to control costs. (See attached schedule)

Any owner using additional occupation time must:

- i. First have used all their *'owned'* time in a unit in the Resort.
- ii. Agree to be on twenty four (24) hours notice to vacate at any time during a stay on additional time. This is to allow any other owner of unused owned time access to use such time.

**10. SPECIAL INTEREST GROUPS.**

A member may, subject to the approval of the Manager, invite a 'Special Interest Group' to the Resort and book up to 12 units and/or up to 6 caravan/camping sites for a stay of up to 7 days by that group. A maximum of six (6) persons may occupy a unit for sleeping accommodation. The Member must be financial to make the booking. The Member's occupation time will not be debited by the Group booking.

A 'Special Interest Group' can be but is not limited to: Family gatherings, Birthdays, Weddings, Religious, Business, Conferences, Seminars, or Sporting activities. It is expected that Group bookings will be in off-peak unless there is availability at other times.

A cleaning package fee per unit is charged for group bookings. Details of these fees and charges can be obtained from the Managers.

**11. CONFIRMATION AND CANCELLATION OF BOOKINGS**

All bookings must be confirmed at least seven (7) days in advance. Bookings cancelled with less than twenty one (21) days notice may incur a loss of that time entitlement.

**12. USE OF RECREATION FACILITIES**

Sporting and recreational facilities are available for members and their guests. Members are requested to observe the rules made from time to time and posted in the Recreation Lodge or at the location of the facility concerned and should familiarise themselves with these.

**PLEASE NOTE:** TUNCURRY LAKESIDE RESORT CO-OPERATIVE SOCIETY LIMITED ACCEPTS **NO** RESPONSIBILITY WHATSOEVER FOR CLAIMS IN RESPECT OF BODILY INJURY OR DAMAGE TO PROPERTY OF ANY PERSON CAUSED BY OR ARISING OUT OF THE PARTICIPATION OF SUCH PERSON OR HIS PROPERTY IN ANY GAME, MATCH, RACE, PRACTICE OR TRIAL.

**13. SECURITY**

TLR cannot accept responsibility for any loss or damage to members' property or that of their guests. Units, vehicles and caravans must be securely locked when unattended and members are asked to report any suspicious or unusual activity on site to the Managers.

Lost Property must be handed to the Managers and will be returned to the owner on satisfactory proof of ownership.

**14. CARS AND CARAVANS**

The use of cars at the Tuncurry site is confined to sealed roads and the parking area. Vehicle access to the units is not permitted. Speed limits are posted on site and must be observed by all drivers.

Members may park their own caravans at the caravan site during their stay or the stay of any of their guests but must be taken off site when members or their guests are not in occupation.

**15. TLR WILDLIFE AND FLORA SANCTUARY.**

- a) TLR has declared the whole of the TLR site a wildlife and flora sanctuary. Hunting and picking of wild flowers is absolutely forbidden and members and their guests are asked to ensure that all wildlife is left as far as possible, undisturbed.
- b) To protect the natural flora and fauna existing on TLR, **domestic animals** (other than horses) **are not permitted on the site.**
- c) Fish in the site's lake and the Wallamba River are protected by the New South Wales State Fishing Laws and members and their guests wishing to fish are required to comply with these Fishing Laws.
- d) For the better protection of the environment and preservation of the wildlife sanctuary, permission must be obtained from the Resident Managers for the lighting of all open fires outside recognised barbecue areas.

**16. CANDIDATES NOMINATED TO FILL VACANT DIRECTOR POSITION.**

In accordance with Rule 49 the requirements for a person being nominated to fill a vacant position on the Board of Directors shall be as follows

- a) Will comply with the requirements of Rule 47 "Qualifications of Directors" and supply confirming documentation where required,
- b) Will be a financial Member
- c) Will be over the age of 18 years,
- d) Will be nominated by another financial Member who is the holder of a different share to the person being nominated.
- e) Will complete the prescribed "Nomination Form" in accordance with the above requirements and return same to the Office at the Resort before the closing time for nominations.

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**BY-LAWS**

**SCHEDULE OF CHARGES**  
(As at 1<sup>ST</sup> March 2013)

**CLEANING FEE FOR UNITS**

Cleaning package (owner) \$50.00 per stay up to 1 week and \$50.00 per week or part there off thereafter  
Cleaning package (guest) \$50.00 per week up to 1 week and \$50.00 per week or part there off thereafter

**OCCUPATION OF UNITS IN EXCESS OF OWNED TIME**

\$80.00 to \$205.00 per night (*depending on time of year*)  
(Cleaning package included, Minimum stay 2 nights)

**SUPPLY OF LINEN**

Linen and towels for the single and sofa beds can be supplied on request at a cost of \$9.00 per person

**CLEANING FEE FOR CARAVAN / CAMPING AREA**

Cleaning fee (owners and guests) \$39.00 per week or part thereof up to a maximum of 17 nights

**OCCUPATION OF CARAVAN PARK IN EXCESS OF OWNED TIME**

Owners and guests \$100.00 per week or \$40.00 for the first night  
And \$10.00 each night thereafter (cleaning fee included)

**BOAT - FUEL COSTS**

\$25.00 per half day, payable in advance

**STATUTORY CHARGES**

Form D	-\$77.00
Copy of Rules	-\$11.00
Transfer of Share	-\$55.00
Copy of Share Register	-\$10.00
Duplicate Share Certificate	-\$25.00