WELSHMAN'S REEF

WATER SPORTS CLUB INC.

INFORMATION,

CLUB RULES,

REGULATIONS AND POLICIES

DATE: 30/11/2016 (Revised)

INTRODUCTION

This document is for the information of Members or visiting Members of the Welshman's Reef Water Sports Club Inc. Please read it and refer to it as required. By doing so it will help to ensure that you and your fellow Members obtain the maximum benefit and enjoyment of staying at this Club. The Rules and regulations form part the *Residential Tenancies Act 1997* and the Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards) Regulations 2010 and any written agreement between the Member and the Club. In the absence of any written agreement it should be assumed that occupancy is conditional upon the Member complying with their duties and the Club Rules and Regulations as set out herein.

Committee of Management

Welshman's Reef Water Sports Club Inc.

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CONTENTS

Introduction. …… 2

Emergency Telephone Numbers …… 3

Fire: ……..…… 000

Ambulance: …… 000

Police: …… 000

Bendigo Hospital: ……..……. (03) 5454 6000
62 Lucan St, Bendigo VIC 3551

General Duties of Members and Committee of Management. 4

Club Rules …… 6

Rules applicable to Members ……. 6

Rules specific to Annual Members…… 10

Management Policies …… 12

Visitors……... 13

GENERAL DUTIES OF MEMBERS AND THE COMMITTEE OF MANAGEMENT

General duties of Members and the Committee of Management (CoM) are prescribed in the Residential Tenancies Act 1987 and the Residential Tenancies (Caravan Parks and Movable Dwellings Registration and Standards 2010). This duty statement thus form part of any agreement between the CoM and any non-resident site holder, (Holiday occupier).

1. **Members' use of the site**
   - ♦ The occupants must use the site only for the purpose agreed with the CoM; and
   - ♦ Use the site, Club and facilities properly and ensure their visitors do the same.
2. **Members must not use the site for illegal purposes**
   - ♦ The Members must not use or permit the use of the site, the dwelling or the Club for any purpose that is illegal at common law or under an Act.

3. **Members duty to pay fees**
   - ♦ The Members must pay their membership dues and any other charges agreed on by the CoM on the due dates and in the agreed manner**.**

4. **Quiet enjoyment**
   - ♦ Members must not do anything in or near the Club, or allow their visitors to the Club to do anything which interferes with the privacy and peace and quiet of other members of the Club or their proper enjoyment of the Club.

5. **Members must keep site clean**
   - ♦ Members must keep their site clean and tidy; and
   - ♦ Maintain their site in a manner and condition that is deemed CFA compliant and does not detract from the general amenity of the Club as set by the CoM from time to time.

6. **Members must not erect structures**
   - ♦ Members must not erect any structure on the site or in the Club without prior consent of the CoM and GMW (if required).

7. **Members must notify the CoM or compensate for any damage**
   - ♦ If any damage other than fair wear and tear is caused to the Club or any facilities of the Club by the member or his or her visitor, the Member must –
     - Repair the damage; or
     - Notify the CoM or caravan owner of the damage and pay fair compensation for the damage to the caravan owner.
     - The Members must report to the Caretaker or CoM the damage to or breakdown of the communal facilities or services of which the Members have knowledge.

8. **Number of persons occupying the site**
   - ♦ The members must not allow more than the number of persons agreed with the Caretaker or the CoM to occupy the site.
   - ♦ The Caretaker must be informed and the appropriate membership fee paid if additional temporary member/s are to occupy an annual member's site (permission of the annual site member must be given).

9. **Members must obey the Club Rules & Regulations**
   - ♦ Members must observe all Club Rules and regulations made.

10. **Access**
   - ♦ The Caretaker must –
     - Provide 24 hour vehicular access for all Members: and
     - Provide 24 hour access for all Members of the Club and the communal toilet and bathroom facilities; and
     - Provide access during all reasonable hours for Members to recreational areas, laundry and communal facilities other than toilets and bathrooms.
     - Ensure Club Members **do not** park or block or restrict any roadways within the Club.

11. **Quiet enjoyment**
   - ♦ The CoM or Caretaker must not unreasonably restrict or interfere with the Member's privacy, peace and quiet or proper use and enjoyment of the site and the communal facilities**.**

12. **Cleanliness of the Club**
   - ♦ The Caretaker or their employee must-
     - Keep common areas, gardens, roadways, paths and recreation areas in the Club clean and in a safe condition: and
     - Arrange for skip bins to be emptied/collected from the Club.

13. **Communal areas**
   - ♦ The Caretaker or their employee must maintain, repair and keep clean and tidy all communal bathrooms, toilets, laundries and other communal facilities in the Club.
   - ♦ When repairing or renovating communal facilities, the CoM or their employee must-
     - Minimize inconvenience and disruption to Members; and
     - If necessary, provide temporary facilities.

CLUB RULES

The following rules have been established by the CoM in the belief that they are reasonable and conducive to the effective management of the Club.

A. RULES APPLICABLE TO ALL MEMBERS

All Club occupants must, with respect to:-

A1. The making and abatement of noise

A1.1. Members must keep noise to a minimum at all times ensuring that there is no unnecessary noise at all between 10:00 pm and 8:00 am (exceptional circumstances may exist where the CoM considers it reasonable that this rule need not be strictly applied. The prior written consent of the CoM must be obtained in these instances).

A2. Vehicles

A2.1. Members must observe the Club speed limit which is 8 km/hr. i.e. walking pace. (This applies to bicycles and any form of transportation).

A2.2. Members must have only two motor vehicles per site unless the written consent of the CoM has been obtained. (Consent will only be given if:-

- Both vehicles are owned and used by the site occupants, and,
- In the opinion of the CoM, a satisfactory parking space is available).

A2.3. In the absence of prior written consent from the CoM, ensure that all visitors' cars are parked as directed by the Caretaker or CoM.

A2.4. Members must not carry out repairs to motor vehicles within the Club unless an appropriate time and place has been agreed by the CoM.

A2.5. Members must not bring unroadworthy vehicles into the Club without prior written consent of the CoM.

A2.6. Members must drive or ride vehicles on the roads only.

A2.7. Members must not ride bicycles in the Club outside daylight hours unless fitted with appropriate lights. Helmets must be worn at all times.

A2.8. Members must park their vehicles only in the space specified by the Caretaker or CoM.

A3. The disposal of refuse

A3.1 All garbage must be sealed in bags and disposed of regularly in the skip bins provided on site.

A3.2. Members are not to use the Club garbage disposal facilities for the disposal of anything other than normal household refuse.

A3.3. Members are advised that hard waste items can be taken to the Local Tip in Maldon or Castlemaine for a fee.

A3.4. In disposing of garden waste such as leaves, lawn clippings, etc. Members can assist the Caretaker and CoM by either disposing of the

refuse themselves or consulting with the CoM as to a convenient place for collection.

A4. The keeping of pets

A4.1. The CoM consider this Club to be pet friendly.
A4.2. The CoM reserve the right to ban or remove any pet that in the opinion of the CoM acts in a dangerous manner or becomes a threat to the safe enjoyment of Members.
A4.3. Members must not leave a dog or any animal unattended or without arranging for someone to monitor the animal's behaviour and well-being.
A4.4. Dogs must be on a lead at all times within the Club area or securely contained within your immediate area.
A4.5. Pet owners must pick up and dispose of any faecal waste promptly and appropriately.
A4.6. Members must not allow a pet to be a nuisance or cause distress to other Club users.
A4.7. Pets are not allowed in any Club building or amenities block.
A4.8. Pet owners agree to take full responsibility of any personal injury or damage caused by the pet while within the confines of the Club and agrees to pay for any claims of compensation in relation to the pets' activities.

A5. The playing of games and other sporting activities

A5.1. Children must use playground equipment in the proper manner and in accordance with any rules specific to particular apparatus.
A5.2. Helmets must be worn at all times when riding bikes and/or scooters on all roads and within the Club.
A5.3. Children must be supervised by an adult at all times when in or around the water's edge.

A6. The use and operation of communal facilities

A6.1. No smoking in the amenities/toilet blocks or kiosk.
A6.2. No smoking within 20m of the children's play-ground.
A6.3. Do not take glassware into the amenities/toilet blocks.
A6.4. Do not wash dishes in the laundry trough, bath or hand basins.
A6.5. Remove washing promptly from the washing machines, dryer or clothesline upon completion of washing or drying.
A6.6. Do not erect a private clothesline other than a small temporary line which is not within obvious view of other Club users.

A7. The supervision of children

A7.1. Maintain supervision of children, so as to ensure that they do not cause a nuisance or inconvenience to other Members, occupants, management or employee of the Club.

A7.2. Ensure that pre-school aged children are supervised at all times by an adult including when using the amenities/toilet blocks and play ground.

A7.3. Support any reasonable sanctions imposed by the CoM resulting from improper conduct or use of the Club facilities by their children.

8. Grievances

A8.1 Please use a private, conciliatory approach to the settling of disputes with other Members, visiting Members, CoM or any contractor or employee of the Club.

A8.2 All grievances must be put in writing to the CoM to be addressed at a committee meeting.

A9. Visitors

A9.1 All visitors and Member guests must register their presence in the visitors' book located in the Club office. Name and address is the minimum required to be entered, together with the name of the Member being visited.

A10. Fires

A10.1. Only light fires in the designated fire places either provided by or approved by the Caretaker or CoM.

A10.2. Ensure that any fire is attended by an adult at all times

A10.3. Ensure that any fire is completely extinguished before being left unattended.

A10.4. Comply with any fire restrictions which may apply with respect to fires used for cooking or warmth during a fire danger period.

A10.5. On Code Red days the Club will be closed (you will be asked to vacate for your own safety).

- The Club is situated in a High Fire Danger Area
- All Annual members should consider and plan their own individual Bush Fire Survival Plan.
- If remaining at the Club on or above a High Fire Danger Day you do so at your own risk.
- Bushfire alerts will be posted in public areas.

A11. General conduct

A11.1 All Members and their visitors must ensure that they do not behave in a manner that could be –

- Offensive to other Club occupants
- A poor example to the children and others in the Club
- Injurious to the reputation of the Club.

A12. The maintenance of and modifications to sites or dwellings

A12.1 Members must not extend, alter, modify or attach any fixtures to any site or dwelling within the Club without first obtaining CoM approval.

A12.2. Members must ensure that dwellings are maintained in a manner consistent with the requirements of the CoM.

A13. Safe storage and use of Hazardous Substances

A13.1 All members in the Club are responsible for and must store and use their portable Gas Bottles as per Australian Regulations and Standards.

A13.2. It is the responsibility of all Club members to store and use hazardous substances as per regulations.

A14. Emergency Management Plan

A14.1 All members of the Club are to act responsibly to reduce any risks identified in the EMP to enhance the safety of the Club and its members.

B. RULES APPLICABLE TO ANNUAL MEMBERS OF THE CLUB

C.

B1. The Payment of Membership fees and other charges

B1.1. Members must pay annual fees annually in advance or as otherwise agreed to in writing by the CoM.

B1.2. No member will be permitted to occupy their site for in excess of 120 nights per year without the written consent of the CoM.

B1.3. No member shall occupy their site for in excess of 45 nights in any 90 day period without the written consent of the CoM.

B1.4. Members are not permitted to use the site as a permanent residence.

B1.5. Memberships are non-transferable without the written permission of the CoM.

B1.6. Unless otherwise decided by the CoM. If a Member is in arrears on payment of annual site fees for a period of 12 months, the CoM will begin proceedings to either sell the site and or relocate the fixtures on the site, at the site holder's expense, and reimburse outstanding fees/funds owed to the Club.

1.6.1 Any residual funds from the proceeds of the sale will be paid to the site holder, if uncontactable, the funds will be held in Trust for a period of 12 months, then donated to a charity of the CoM choice.

B2. The Disposal of refuse

B2.1 All garbage must be sealed in bags and disposed of regularly in the skip bins provided on site.

B2.2 Members are not to use the Club garbage disposal facilities for the disposal of anything other than normal household refuse.

B2.3 Members are responsible for the removal of their own **hard waste** from the Club.

B3. The maintenance and modification of sites and dwellings

B3.1 Members must ensure that any lawn or garden on their site is maintained in a manner that does not detract from the general standard of neighbouring sites.

B3.2 Members must not establish a garden without the written consent of the CoM.

B3.3 Members must not plant any new trees on site without the written consent of the CoM.

B3.4 Members must ensure that dwellings are maintained in a manner consistent with the requirements of the CoM and CFA.

B3.4 Upon vacating the Club, if so desired by the CoM, members must remove any structural alterations, (including gardens), made to the site or dwelling thus returning the site and/or dwelling to the state and condition as near as practicable to the state and condition prior to the commencement of occupancy.

B4. The sale of accommodation and/or dwellings

B4.1 Members are entitled to sell their accommodation and/or dwelling for removal from site at any time.

B4.2 The sale of accommodation does not entitle the new owner to Club membership.

B4.3 If a dwelling is sold the CoM reserve the right to request that the dwelling be relocated to another area of the Club.

B4.4 Upon the sale of any site, all fees owing to the Club must be paid in full.

B5. The CoM reserve the right to locate new accommodation and/or dwellings in the Park.

B5.1 Placement of new Member accommodation or dwellings in the Club will be decided in consultation with the CoM.

B5.2 Any new Member accommodation or dwellings requiring placement in the Club must be CFA compliant, approved by the CoM and be of a standard that does not detract from the general amenity of the Club.

MANAGEMENT POLICIES

The following policies do not constitute Club rules but are provided for the information and benefit of occupants and their visitors. The CoM reserve the right to amend or change these Policies from time to time.

Membership fees and other charges

All membership fees are reviewed annually on the 1st of July. All membership fees are payable annually in advance unless otherwise agreed to in writing by the CoM.

Electrical and Fire Safety Audits

All members must ensure that they have a current tested and tagged electrical cable that runs between the power pole and the member's dwelling. All members must have a current operational fire extinguisher, smoke alarm and fire blanket in the dwelling. These items must be sited and signed off by a member of the CoM.

Code Red Days

On Code Red days the Park will be closed.

Refunds

The CoM can justifiably withhold all or part of any deposit or advance payment as compensation for any loss which is incurred resulting from actions undertaken by members. No refunds will be issued should members have their membership refused or revoked for any reason.

The making and abatement of noise

As indicated in the Club rules there may be circumstances where the rule with respect for making and abatement of noise need not be strictly applied. Circumstances which come to mind might include special celebrations, group functions and entertainment. Such occasions may be planned by the CoM or Members. In the case of the latter full consultation with the CoM is expected such that any parameters may be mutually agreed and the privilege not subject to abuse. At all times the privacy and peace and quiet of uninvolved occupants must be considered.

Visitors

Within reason, member's visitors are welcome in the Club. Members must accept responsibility for their visitors. Visitors must sign the visitor's book located in the Club Office. It is expected that visitors will vacate the Club by 10:00pm.

Members who wish to have a visitor stay overnight must have their visitor apply for temporary membership, and pay the appropriate fee. This fee allows the temporary member to bring their own accommodation on site and use the Club's facilities for the duration of their stay.

Consent with respect to the keeping of a dog by a member

We consider ourselves to be a pet friendly Club. Members may keep a dog in the Club. The dog must not be left unattended and the behaviour of the dog is the responsibility of the member. Members must not allow a dog to be a nuisance or cause distress to other Club users. The CoM reserve the right to ban or remove a pet that in the opinion of the CoM acts in a dangerous manner or becomes a threat to the safe enjoyment of members.

Grievances

All attempts should be made to resolve any dispute between occupants, in accordance with the Club rules, prior to the CoM's involvement. If the matter cannot be resolved, it is the CoM's policy that all grievances be put in writing to the CoM to be considered at a committee meeting.
The CoM will seek to have disputes settled in a manner acceptable to all concerned but at times will be required to make a judgement with respect to a breach of duty by an occupant. In the case of a temporary member a breach may result in the CoM revoking membership. A breach of duty by a Member will be dealt with as the CoM sees fit.

Disciplining of Children

Children who misbehave in the playground, amenities block or the Club generally will normally be reminded of what constitutes acceptable behaviour before any other action is taken. If a child continues to behave in an unacceptable manner the CoM reserves the right to impose a reasonable sanction on the child. For example, the child may be restricted from specific areas for a period of time. It is expected, in accordance with the Club rules, that the parents will support the CoM with respect to any reasonable sanction imposed.