

Colo River

HOLIDAY
PARK



www.coloriverholidaypark.com.au

By-Laws & Rules of the Park

For Members & Guests

Effective 1 November 2021



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GENERAL

1. These by-laws are made under the power given by Article 51 and by clause 2 (w) of the Memorandum of Association of Colo River Holiday Park Limited. These by-laws can be changed or added to if necessary. Member's suggestions are invited.

BASIC RULES

2. Members of Colo River Holiday Park may use or occupy the Park at any time subject to the booking rules and procedures that are set out in these by-laws.
3. Members will do all they reasonably can to ensure the highest standards at the Colo River Holiday Park for the benefit of all members. A copy of these by-laws has been made available to all members who shall be taken to be fully aware of them and of the provisions of the Articles of Association of Colo River Holiday Park Limited to censure, fine, suspend or expel any member for breach of the rules and/ or by-laws by that member or by person for whom he or she is responsible.
4. On receipt of the Annual Levy Contribution (Annual Ownership Costs) each member will be granted financial status in the Clubs records. Proof of identity (e.g. Drivers Licence) may be required to be shown to validate membership and gain access to all park facilities.

USE OF SITE AND ACCOMMODATION

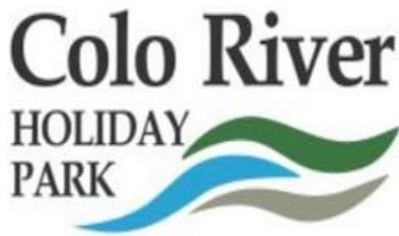
5. Financial members and their guests ("guests" shall, when used in these by-laws include a member's family) may use any of the facilities provided at any time, subject to availability and in the case of accommodation subject to booking.
6. Access to the Park for all persons shall be by check-in and signing of register at the Park Office, members to provide proof of identity (e.g. Drivers Licence) at the commencement of each visit. Members' authorised guests not accompanied by the member must produce a letter of authority signed by the member.
7. Subject to the Resident Manager's discretion to allow the contrary, a member and his or her guests shall be entitled, subject to bookings, to use and occupy one accommodation unit per visit for each share owned in Colo River Holiday Park.
8. A maximum of six (6) persons may use the standard accommodation unit. Only the number designated may occupy that unit.
9. All breakages and damage of any kind, over and above occurring fair wear and tear, shall be made good or paid for by the member responsible. This applies to breakages and damages to any of the property of Colo River Holiday Park Limited. A member is responsible for the actions of his or her guests at all times even if the member is absent from the park.
10. A cleaning fee in such amounts as may be fixed by the Committee shall be deposited with the Resident Manager by any member or his or her guests prior to the occupancy of an accommodation unit. This will be

refunded on leaving if the Resident Manager is satisfied that the accommodation unit has been satisfactorily cleaned by the occupying member or guest.

11. Members and/ or their guests shall inspect all accommodation units upon arrival to ensure all items listed are accounted for. Whereby there is something missing, the Resident Manager is to be immediately notified. The accommodation units and items contained therein will be inspected by the occupying member or guest and the Resident Manager or their appointee prior to departure.
12. Any equipment borrowed from the office during a visit to the park must be returned to the office prior to departure.

BOOKING PROCEDURES

13. The accommodation year will commence on the 1st day of February each year and end on the last day of January in the following year.
14. (a) **Reservations can only be made by the members and must be at least 24 hours before arrival.**
 - (b) Subject to bookings and the Resident Manager's discretion, members may book and use accommodation units and use for any uninterrupted period they wish except in peak holiday periods, provided that no one visit exceeds four (4) weeks (28 days). Consecutive 28-day bookings cannot be made unless there are special circumstances approved by the committee prior to the booking being made. The member must be in attendance in the park for the majority of all bookings.
15. (a) Early December each year a reservation request form shall be forwarded either by email or by ordinary pre-paid post to each member of the club with a notification that the completed form must be returned to the company by the date specified in the reservation request form in order that peak period bookings may be reserved. The peak period in each year shall be entirely at the discretion of the Committee from year to year. Emails will be sent out one day after postal forms. Applications for all bookings will be processed according to the franked posting date, date form personally handed into Resident Manager or date return email is received. This enables the Committee to send out a Pre-Christmas newsletter with the peak period booking form, if required.
 - (b) Allocation of all facilities of the club, including accommodation shall be assigned in order of requests or applications (both for peak periods and non-peak periods).
 - (c) Should a member fail to be assigned the peak period booking requested in the year of application, automatic preference will be given to that member's booking request in the following year, subject to the member returning his or her reservation form by the specified date.
 - (d) Non-peak bookings can be made up to 28 days prior to occupancy. Once a member has booked non-peak accommodation a further booking cannot be accepted from that member until five (5) days prior to the end of such occupancy. Each member needs to confirm his or her non-peak booking 72 hours before the scheduled arrival date. Whereby the booking is not confirmed, the Resident Managers may use the van



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booked for another member and if the original “unconfirmed” member arrives, they will be allocated one of the other vans, providing one is available.

(e) **Multiple Van Bookings –**

The member must be present in the park when his or her guests occupy multiple vans.

Subject to availability, members may book additional vans for their guests on payment of a fee per night as determined by the Committee. This fee known as a Multiple Van Fee is payable for all guests’ bookings.

Letters of Authority cannot be used to secure a multiple van booking or to avoid paying the multiple van Fee. A member shall be entitled to book a total of two (2) additional vans at the nominated fee. Any additional vans (more than 2) shall be charged at a rate per night, as determined by the Committee. On all multiple van bookings, a 50% deposit or valid credit card number, payable in advance will be paid at the time of booking and refundable only if the booking is reallocated to another member. On all occasions owner-members have preference over Guests occupancy. Members are required to confirm accommodation availability for their guests 72 hours prior to occupancy. The balance on all multiple van bookings are to be paid in cash or credit card, on arrival and a \$50 cash or credit card bond per van must be paid on arrival, refundable if the van and facilities are left clean on leaving the park. Any damage done by the multiple van booking will be invoiced to the member responsible for the booking and all member privileges suspended until the invoice is paid in full. In addition, other sanctions may be imposed by the Committee if deemed appropriate.

(f) **Letter of Authority –** (known as a LOA) may be issued by a member for his or her family or close friends to use the park.

Reservations can only be made by the members and must be at least 24 hours before arrival.

The total number of people to be on site on a letter of authority is not to exceed six (6) at any time.

Subject to bookings and the resident manager’s discretion the member can issue a letter of authority for his or her family or close friends to use the park and its facilities provided that no visit exceeds two weeks (14 days) unless special permission is given by the Committee in writing.

On arrival, a \$50 Cash or credit card bond will be left by the LOA holder, refundable if the van and facilities are left clean on leaving the park.

Any damages done by the LOA holder will be invoiced to the LOA issuer (member) and all member privileges suspended until the invoice is paid in full. In addition, other sanctions may be imposed by the Committee if deemed appropriate.

All guests must abide by the parks By-Laws and Rules especially with regard to General Conduct (By-Law 31).

Letter of authority must not be given to other members or their guests to avoid the multiple van fees (refer By-Law 15(e)).



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- (g) Confirmation and Cancellation – All member bookings and Letter of Authority bookings and Multiple Van bookings are to be confirmed 72 hours prior to arrival.

Any booking made within 72 hours will be deemed a booking and confirmation.

If no confirmation is received the Resident Manager has the right to re-allocate the van.

Non-appearance without cancellation will result in a no-show fee (as determined by the Committee) being invoiced to the member and all member privileges suspended until the invoice is paid in full.

- (h) The number of accommodation units at the site, will be in proportion to the number of members of the club, on the basis at full membership (247 there shall be twenty-three (23) accommodation units), subject to any temporary reduction in the number through mechanical fault, damage, replacement or other unavoidable cause. In this By-Law “site” means the park property at central Colo.

16. Cancellation of peak period bookings reserved under 15 (a) above must be notified in writing by the member not later than one (1) month prior to the reservation date. Members failing to comply with this rule will forfeit the right to book for the corresponding period next year.

17. Rules for the use of accommodation may be posted in the units. Such rules will form part of these by-laws.

MANAGEMENT AND ADMINISTRATION

18. Colo River Holiday Park has extensive insurance including public liability that covers claims by third parties. It has not been possible however to cover owner/members and their families or guests for Personal Effects. It is therefore in your own interests to check that your household contents policy covers this, or that you have other appropriate insurance.

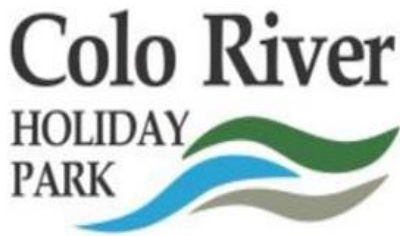
19. (a) A levy notice setting out the amount of contributions payable by the member for the forthcoming twelve months shall be forwarded to each member at such time as the Committee may decide from time to time.

- (b) Any notice under these by-laws shall be deemed to be properly sent or delivered by the club if it is sent by prepaid post, or email service address, or delivered to other addressee at his or her address recorded with the club or the last known address of the member, or if personally handed to the member or one of its officers. For the purpose of this clause “member” includes any one of joint owners.

- (c) The contribution (Annual Ownership Levy) referred to in (a) shall be payable by each member prescribed in the Articles whether or not the levy notice is forwarded to that member.

20. (a) A Resident Manager shall be appointed by the Committee in such manner and from such candidates and for such duration as the Committee thinks fit.

- (b) The Resident Manager shall be responsible for the cleanliness and maintenance of the site and the accommodation units.



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(c) The Resident Manager shall be on call during business hours and shall be responsible to the Committee.

21. The Committee shall be responsible for the maintenance, upkeep, replacement and repair of equipment, fixtures, fittings and accommodation units.

SECURITY

22. Responsibility for any loss or damage to member's property or that of their guests cannot be accepted by the Colo River Holiday Park Limited. Units, vehicles, caravans etc. Must be securely locked when unattended and members are asked to report any suspicious activity to the Resident Manager.

23. Lost property must be handed to the Resident Manager and will be handed to the owner on satisfactory proof of ownership.

RECREATION FACILITIES

24. Sporting and recreation facilities must be used with care. Rules for their use and general safety will be posted in the vicinity of the equipment where possible and/ or at the office. Members must familiarise themselves with these rules and such rules will form part of these by-laws.

VEHICLES

25. The use of cars at the site is confined to roads and the parking area.

26. All members and their guests must have access to transportation during the duration of their occupation.

27. Members may park their own caravans at the site during their stay but it cannot be used for accommodation and must be taken off-site when a member is not in occupation.

28. All vehicles must observe the speed limit of 5 kilometres per hour whilst in the park confines.

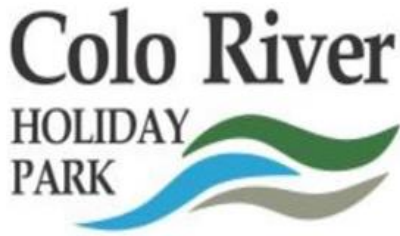
29. Vehicles or caravans shall not be repaired or have maintenance work done whilst on the site unless special permission is given by the Resident Manager.

ANIMALS

30. The whole of the Colo River Holiday Park is considered a wildlife and flora sanctuary. Members are asked to ensure that they and their guests treat the site accordingly.

31. To help protect the natural flora and fauna, members shall not bring any dog to the site without first obtaining approval from the Committee and verbal approval from the Resident Manager. **Dogs are only permitted in the park for day visits.** All dogs must be kept under strict control **and** on a leash at all times. Dogs are not allowed in the vans.

No dogs will be permitted in the park during peak period.



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SWIMMING POOL RULES

32.

- (a) All children 12 years of age and under entering the pool area (inside the pool fence) must be supervised by someone 16 years of age or over, this person must be within the pool fenced area at all times.
- (b) Teenagers 13 to 16 years of age are not to be inside the pool area alone swimming or not.
- (c) We advise that it is not recommended for anyone to be swimming in the pool alone.
- (d) The pool area and within 3 meters of the pool area is a non-smoking area (this includes E cigarettes)
- (e) No food or drinks of any kind are to be consumed whilst in the pool.
- (f) No running inside the pool area
- (g) No diving into the pool
- (h) Only one person is to be on the slide at a time, and no jumping, diving or use of the slide in any other way than what it is designed for.
- (i) No glass of any description is to be taken into the pool area.

NON-SMOKING RULES

All common areas and within a three-meter radius of the outside perimeter of them are non-smoking areas (this includes all types of e cigarettes) The areas included are all BBQ shelters, amenity block, Community van, Swimming pool fenced area and the playground zone.

GENERAL CONDUCT

33. No member or their guest shall, without obtaining approval from the Resident Manager

- (a) Light any open fire outside the recognised barbeque or campfire areas;
- (b) Create any noise likely to interfere with the peaceful enjoyment of the other park users;
- (c) Obstruct the lawful use of a site by any member or his or her guests;
- (d) Use any dangerous or offensive weapon or equipment;
- (e) Use language or conduct offensive to other members or their guests;

34. Any member or their guests asked to leave the site by the Committee or Resident Manager shall do so quietly. An appeal against such direction can be made in writing to the Committee and will be considered at the next Committee meeting