

# **TRESPASS NOTICE**

## **NOTICE TO ALL PERSONS AND ENTITIES LIVING, CORPORATE, PRIVATE OR OTHERWISE**

Including but not limited to: Police, Sheriff, Servers, Debtors or Agents of, Australia Post, Courier or delivery agents, Government Agents, Army, Agents and or Representatives of the Crown or State, Federal, State and/or Local Agents and/or Representatives of Local, State, Federal or Crown Agencies.

## **TRESPASS APPLIES WITH OUT PRIOR CONSENT OR PRIOR INVITATION**

## **TRESPASS IS A CRIMINAL OFFENCE**

BY AUTHORITY HIGH COURT OF AUSTRALIA  
PLENTY v DILLON [1991] 171 CLR 635 F.C. 91/004

ADMITTANCE TO THIS PROPERTY IS STRICTLY BY  
INVITATION OR APPOINTMENT ONLY OR TRESPASS APPLIES

ADMITTANCE TO THIS PROPERTY IS CONSENT TO  
THIS NOTICE

BY CONSENT IT HAS BEEN DEEMED THAT AN AGREEMENT  
HAS BEEN ENTERED INTO TO PROVIDE FULL  
IDENTIFICATION DETAILS UPON ENTRY TO THIS PROPERTY

PENALTIES FOR TRESPASS START AT \$10,000 PER OFFENCE  
PAYABLE UPON ENTRY TO THIS  
PROPERTY WITHOUT AN INVITATION AND OR  
PRIOR CONSENT.

- Kuru v State of New South Wales [2008] HCA 26 (12 June 2008)
- New South Wales v Ibbett [2006] HCA 57; (2006) 231 ALR 485; (2006) 81 ALJR 427 (12 December 2006)
- Plenty vs. Dillon [1991] HCA 5; (1991) 171 CLR 635 F.C. 91/004 (7 March 1991)
- George v Rockett [1990] HCA 26; (1990) 170 CLR 104 (20 June 1990)
- Halliday v Nevill [1984] HCA 80; (1984) 155 CLR 1 (6 December 1984)
- Commonwealth v New South Wales [1923] HCA 34; (1923) 33 CLR 1 (9 August 1923)

## **By Laws: Conditions on the website: Home/Inquiries/Terms and Conditions.**

To secure the booking we do need your credit card details. It is a security measure only. We do NOT charge your card, UNLESS you decide to cancel without notifying us in due time. The following details are required: Credit card number. Name on the card. Expiry date and 3 digit number. Thank you for your understanding.

### **Booking and Cancellation Policy (the fine print)**

A booking is a contract for a site/cabin for a specified date. As such, you expect that you will have a cabin/site available on that date and we expect that you will pay for this service. A "booking" means that you accept our booking policy and our conditions.

#### **Minimum bookings:**

Long weekends - 2 nights; Christmas/Easter - 3 nights

#### **Cancellation Policy:**

Cancellation prior to 7 days of booked period: full refund.

Cancellation between 2-6 days of booked period: 50% refund.

Cancellation the day prior to, or during booked period: Nil refund.

#### **Arrival/Departure:**

All fees are to be paid on arrival. No exceptions. Sites/cabins to be vacated by 10 AM. Sites/Cabins to be left in a clean & respectable condition.

#### **Parking:**

Only 1 vehicle per site/cabin. Extra cars/boats may be parked on the nature strip.

#### **Visitors:**

Visiting hours between 8:30 AM and 9:30 PM. All visitors MUST report to reception. No exceptions. The unit/site holder is responsible for his/her visitors.

#### **Noise:**

We want you to enjoy yourself, but not at other people's expense. Please respect other people's rights. Drunkenness, offensive behaviour and rowdy parties will not be tolerated.

We are environmentally conscious, therefore you need to separate your rubbish into the "recycle" and "general waste" bins provided. Your co-operation is very much appreciated.

# Lake Bolac Association

Community Service Organisation

## Private Membership Articles of Association

Date: July 2022,

### 1. NAME

The name of the unincorporated association is "Lake Bolac Association" Hereinafter 'the Association'.

### 2. FOUNDING MEMBERS

The private members aka founding members appearing in person as Frank Deutsch & Lorraine Mary Deutsch & Randall Allan Deutsch hereby form the Association.

### 3. TERMS

In these rules, unless the contrary intention appears:

"Private Members Association" means an unincorporated association which is not a Charity.

"Founding Member" means a private founding member of the Association.

"Member" means a private member which has joined the Association.

"Assembly" means the Assembly of Management of the Association.

"Financial year" means the year ending June.

"Assembly Meeting" means a general meeting of the members convened.

"Assembly" means any Founding Member or ordinary Member of the Association.

"Person" means a trust, person or a body corporate controlled by members of the Association.

### 4. PURPOSE

1. General Purpose - The founding members have assembled peacefully to form our Private Membership Association and service our community members as we provide a sustainable form of accomodation to the members of our community. We are dedicated to providing accomodation to families and individual members in need. Some of our members come from traumatic and abused situations and join to receive and benefit from our community dedicated to helping those less fortunate. Our main project is to cater for members of the community who cannot sustain themselves but are happy to contribute to the Association and benefit others as members and nurture and provide care for one another as we accomodate them on site.
2. Projects – without limiting Clause 1. of these rules the Projects of the Association will also include; The sale of products, services and other contributions by our community members will be go to fund our projects and events.
3. To implement and observe the Bylaws between Private Members of the Association as determined by the Assembly from time to time.

## 5. POWER

4. To control the funds and other assets and liabilities of the Association
5. Specific Powers – for the purpose of carrying out the objectives, the Association has the following powers;
6. Make announcements.
7. Produce and distribute publications to its members and or potential members.
8. Make presentations to the community and other organisations, if considered by the Assembly.
9. Co-operate with other non-profits, associated company or body having objectives in whole or in part similar to the objectives or projects of the Association.
10. Encourage, arrange for, promote, establish and support facilities for providing advice on related matters to members or sectors of the community.
11. Advise and co-operate with research workers and institutions on matters relevant to the purpose.
12. Sponsor research and investigations into matters relating to the purpose.
13. Receive all monies both foreign and domestic, fiat and alternative by way of contributions, gifts, bequests or otherwise for the purposes of the Association.
14. Invest any monies or currencies so obtained in any way we deem appropriate to fulfil our purpose as we provide our community a service.
15. Receive, obtain and hold any lands, monies, securities and other real personal property.
16. Execute and administrate any of our trusts with an interest or purpose regarding monies, assets, units or properties received, obtained, or held by Association members.
17. Apply the capital and income of the funds and property of the Association or any part thereof, subject to such trusts (if any), for or towards the Association purpose and projects.
18. Borrow and lend money and guarantee loans in such a way that the Association may see fit.
19. Purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagement of any other association or non-profit having objects altogether or in part similar to the Association and its associated members.
20. Insure against all risks, liabilities, eventualities as may seem advisable and apply the proceeds of any claim under any insurance in such a manner for such purposes as shall be thought fit.
21. Appoint, employ, remove or suspend such members, persons and organisations which may be deemed necessary and pay such sums to persons and organisations which may be deemed reasonable and proper.
22. Grant compensation, gratitude and allowances for expenses to members or former members of the Association or to dependents of such persons and to provide a benevolent or similar fund for such purposes in such form and in such amounts as the Association may decide.
23. Do all such lawful things that are incidental or conducive to the attainment of these objects in accordance with natural law.
24. Carry out one or more of the foregoing purposes independently or exclusively of the remainder of such purposes.
25. Carry out any or all of the purposes of the Association in any part of the Commonwealth of Australia or elsewhere.

## **6. POWERS & DUTIES of the ASSEMBLY**

26. Management Powers of the Assembly – The business of the Association shall be managed by the Founding Members of the Assembly. The Assembly may exercise all powers of the Association as required by these articles, and these rules to be exercised by the Association in Assembly Meeting.

27. Engagement of Employees – The Committee shall engage all such Members as it may consider necessary and shall regulate their duties and fix their remuneration.

28. Minutes – the Secretary shall cause full and accurate minutes of all questions, manners, resolutions and other proceedings of every Assembly Management Meeting and or other meeting to be entered in a book, to be open for inspection at all reasonable times by any financial member who previously applies to the Secretary for that inspection.

For the purposes of assuring the accuracy of the recording of such minutes, the minutes of every Assembly meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding Management Assembly meeting verifying their accuracy. Similarly the minutes of every general Assembly meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding Assembly meeting: Provided that the minutes of any annual Assembly meeting shall be signed by the Chairperson of that meeting or the Chairperson of that the next succeeding Assembly meeting or Annual Assembly Meeting.

29. Delegation of Powers to Chair – The Assembly may delegate any of its powers to the Chair. These powers shall be listed in the Assembly minutes.

## **7. INCOME & PROPERTY**

Source of funds – the funds of the Association shall be derived from community members for service contributions, fund raising, grants and donations to the Association and from other such activities as the Assembly may decide.

## **8. MEMBERS**

Any member or body corporate (whether in his or her own private capacity or so duly appointed by the representative of any organisation) who fulfils the requirements and is admitted as an ordinary member of the Association shall be deemed to be a member of the Association unless he/she indicates in writing to the secretary that he/she does not want to be a member. The number of ordinary members shall be unlimited.

## **9. SUBSCRIPTIONS**

The Assembly may determine, from time to time, an amount payable as subscriptions to services rendered, including receipt for information bulletin and member service.

## **10. REGISTER OF MEMBERS**

The Assembly shall cause a Register to be kept in which shall be entered the names and other information of all persons admitted to membership of the Association and the dates of their admission as a member.

Particulars should also be entered into the Register of deaths, resignations, terminations and reinstatements of membership and any further particulars as the Assembly and the members at any general meeting may require from time to time.

The register shall be open for inspection at all reasonable times by any member who previously applies to the secretary for such inspection.

## **11. CESSATION of MEMBERSHIP**

30. Resignation – A member of the Association may, at any time, resign by sending to the secretary a written notice of resignation.

31. Expulsion – in the event of the Association expelling an ordinary member, he/she shall be deemed to have ceased to be a member of the Association. Such a member shall have had notice of the intended resolution of expulsion and shall have had an opportunity of attending a meeting of the Assembly of the Association or of giving an explanation or defence as the member may desire, ordinarily or in writing.

32. Right of Appeal – in the extent of an expulsion of a member from the Association, that person will not have the right of appeal.

33. Failure to pay fees – in the event that a member shall fail to pay any fees payable to the Association, within three months of the due date, he/she shall be deemed to have ceased to be a member of the Association.

## **12. ANNUAL ASSEMBLY MEETING**

34. Time for holding Annual Assembly Meeting – the Association, shall, in each year hold on such a day (being not later than three months after the close of the financial year of the Association) the meeting as the Assembly may determine.

35. Notice of Annual Assembly Meeting – the secretary shall, at least 28 days before the date fixed for holding the Annual Assembly Meeting and at least 14 days before the date fixed for holding the meeting of the Association cause all members to be notified of the place, day and time for holding of the meeting and of the nature of the business to be transacted there at. The Annual Assembly Meeting shall be specified as such in the notice convening it.

36. The business of the Annual Assembly Meeting – the ordinary business of the Annual Assembly Meeting shall be to;

Confirm the minutes of the last preceding Annual Assembly Meeting, Receive from the Chairperson, Treasurer and Auditor reports on the activities of the Association. If required elect the Chairperson, Secretary, Treasurer and members of the Assembly and Appoint the Auditor (if required).

37. Additional business of the Annual General Meeting – The Annual General Meeting may transact special business of which notice is given in accordance with these rules.

The Association shall be managed by a private Assembly.

### 13. MEMBERSHIP of ASSEMBLY of MANAGEMENT

The Assembly shall consist of - (Not less than two and not more than five members)

Chair

Immediate past Chair (if available)

Deputy Chair

Treasurer (Founding Member)

Secretary (Founding Member)

38. Assembly members will be made up of appropriately qualified and experienced professionals:

39. Elected of Members of the Assembly

40. Each member of the Assembly shall be elected by the Founding Members of the Association at the Annual Assembly Meeting.

41. Appointments shall be made in writing, signed by two Founding Members of the Association and be accompanied by the written consent of the candidate (which may be endorsed on the form of the appointment); and

42. Shall be delivered to the Secretary of the Association no later than seven days before the date fixed for holding the Annual Assembly Meeting.

43. If insufficient appointments are received to fulfil all vacancies for the Assembly the previous appointed Members shall remain as elected and no further nominations shall be made at the next Annual Assembly Meeting.

44. If the number of appointments received is equal to the number of vacancies to be filled the Members nominated shall be deemed to be elected.

45. Tenure of Members of the Assembly – each member of the Assembly shall hold office until the Annual Assembly Meeting next, after the date of his/her appointment but is eligible for nomination for re-appointment.

46. Vacancies on Assembly - The office of a member of the Assembly becomes vacant if the member ceases to be a member of the Association or resigns his/her office by notice in writing given to the secretary.

47. In the event of a casual vacancy in the Assembly, the Assembly may appoint another member to the vacant office and the member so appointed may continue in office up to and including the conclusion of the Annual Assembly Meeting next following the date of his/her appointment.

48. Any member of the Assembly may resign from the Assembly by notice in writing served on the secretary.

49. The Founding Members of the Assembly by appointment may expel from the Assembly any member of the Assembly who shall refuse or neglect to comply with the provision of these rules, or resolution of the Association or resolutions of the Assembly, provided that at least 10 days before the meeting of the Assembly at which the resolution for expulsion is noted, such person shall have notice thereof, and of the intended resolution of expulsion, and shall have an opportunity to attend such meeting or of giving any explanation or defence as such person may desire, either orally or in writing.

50. In the event of a Member of the Assembly being expelled, that person will have no right of appeal.

## 14. DISPUTE RESOLUTION & BYLAWS

Procedures for internal disputes are to be dealt in accordance with our bylaws by the Founding Members jointly with the Assembly Members in resolving any issue arising. The Association has also adopted the Universal Declaration of Human Rights UDHR, and every Association Member must agree to act and behave in a peaceful manner and agree to the bylaws before joining the Association or Assembly and also observe the Natural Law of “do no harm”.

### Preamble

Whereas recognition of the inherent dignity and of the equal and inalienable rights of all members of the human family is the foundation of freedom, justice and peace in the world, Whereas disregard and contempt for human rights have resulted in barbarous acts which have outraged the conscience of mankind, and the advent of a world in which human beings shall enjoy freedom of speech and belief and freedom from fear and want has been proclaimed as the highest aspiration of the common people, Whereas it is essential, if man is not to be compelled to have recourse, as a last resort, to rebellion against tyranny and oppression, that human rights should be protected by the rule of law, Whereas it is essential to promote the development of friendly relations between nations, Whereas the peoples of the United Nations have in the Charter reaffirmed their faith in fundamental human rights, in the dignity and worth of the human person and in the equal rights of men and women and have determined to promote social progress and better standards of life in larger freedom, Whereas Member States have pledged themselves to achieve, in cooperation with the United Nations, the promotion of universal respect for and observance of human rights and fundamental freedoms, Whereas a common understanding of these rights and freedoms is of the greatest importance for the full realisation of this pledge, Now, therefore,

### The General Assembly,

Proclaims this Universal Declaration of Human Rights as a common standard of achievement for all peoples and all nations, to the end that every individual and every organ of society, keeping this Declaration constantly in mind, shall strive by teaching and education to promote respect for these rights and freedoms and by progressive measures, national and international, to secure their universal and effective recognition and observance, both among the peoples of Member States themselves and among the peoples of territories under their jurisdiction.

## 15. FUNDS, RECEIPTS and EXPENDITURE

51. The funds of the Association shall be deposited in the name of the Association in such bank or permanent building society as the Assembly may from time to time direct.
52. Proper books and accounts shall be kept and maintained in either printed or written form in the English language showing correctly the financial affairs of the Association and the particulars shown in the books of like nature.
53. All monies shall be deposited as soon as practicable after receipt thereof.
54. The Assembly shall determine the amount of petty cash which shall be kept on the accounting system (ecommerce).
55. The income and property of the Association whensoever derived shall be used and applied solely in promotion of its purpose or project(s) and in the exercise of its powers as set out herein and no portion thereof shall be distributed, paid or transferred directly or

indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of the Association provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of monies advance to him/her to the Association or otherwise owing by the Association to him/her of remuneration to any officers or servants to the Association or to any member of the Association or other person in return for any service actually rendered to the Association provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to any member, out of pocket expenses, money lent, reasonable and proper charges for goods hired or necessary required sustenance by the Association and reasonable and proper rent for premises demised or let to the Association.

56. Accounts to be kept – true accounts are to be kept of all sums of money received and expended by the Association in a manner in respect of which the receipt or expenditure takes place; and the property, credits and liabilities of the Association and, subject to any restrictions as to time and manner of inspecting them that may be imposed by the Association for the time being, those accounts shall be open to the inspection of the members of the Association.

57. Treasurer's Responsibility – The Treasurer of the Association shall be responsible for ensuring that all general records, accounting books, documents, securities and records of receipts and expenditure connected with operations of the business of the Association are faithfully kept in such a formal manner as the Assembly may direct.

As soon as practicable after the end of every financial year the treasurer shall cause to be prepared a statement containing particulars of;

The income and expenditure of the financial year just ended

The assets and liabilities of all mortgages, charges and securities affecting the property of the Association at the close of that year.

## 16. DOCUMENTS

The Assembly shall provide for the safe custody of the books, documents, instruments of title and securities of the Association.

## 17. WINDING UP & DISSOLUTION

Funds received by the Association from contributions must be distributed appropriately in keeping with the Association law. In the event of the organisation being wound up, any surplus assets remaining after the payment of the organisation's liabilities are met, may be transferred to a similar organisation, non-profit or other organisation.

In witness hereof, we have hereunto subscribed our names and establish "Lake Bolac Association" on the Effective Date.

Founding members are set out below.

Founding member, signatory;

[Signature] [Redacted]

Members name;

[Signature] [Redacted]

Founding member, signatory;

[Signature] [Redacted]

Members name;

[Signature] [Redacted]

Founding member signatory;

[Signature] [Redacted]

Members name;

[Signature] [Redacted]

Witness;

[Signature] [Redacted]

Witness name;

[Signature] [Redacted]