**VOLUNTARY LIVE-IN MEMBERS’ COOPERATIVE AGREEMENT**

Revised September 2019

This document (“the Agreement”) shall be the basis of an agreement between:

1. The Sunseekers Incorporated (represented by its Management Committee), hereinafter being referred to as “the Club”, and
2. a Member Unit living on the Club grounds, hereinafter being referred to as “the Voluntary Live-in Member”, abbreviated to “VLIM”.

Where a Member Unit consists of two people, both people in the Member Unit shall be bound by this Agreement and shall indicate acceptance by signing below.

All parties shall initial each page in its footer to indicate acceptance.

**Basis of Agreement**

1. To assist with security, of the club grounds, at the Annual General Meeting of the Club held on 29th October 1995 resolved to allow two Member Units of its Membership (having produced current Federal Police Clearance Certificates) to have free use of the Club’s furnished residences known as the Duplexes.
2. This Agreement between the VLIM and the Club (see Note 1) gives privileges to the VLIM that are not available to other members; in exchange for these privileges, the VLIM agrees to fulfil tasks and to assist the Club more than other members.
3. The VLIM is considered to be the Club’s “frontline representative” and as such is expected to liaise with all members and visitors where the need arises. Issues relating to the conduct of members and visitors are to be referred in writing or by written Monthly Report to the Committee or if urgent verbally to two committee members (one to be on the executive). Any such complaint is to be made within 7 days of the issue occurring.
4. The control and interpretation of this Agreement shall be between the VLIM and the Club’s Management Committee (see Note 2).
5. Prior to commencement of duties a $500 bond is to be paid by the Prospective VLIM.
6. The bond paid will be forfeited, if the club Duplex is not left to a condition satisfactory to the two inspecting committee members (one to be from the executive) or monies are left owing to the club, on resignation or departure.
7. It is expected that VLIMS work on a week on week off basis. VLIMs may make other arrangements which have to be approved by the management committee

**Term of the VLIM Agreement**

1. The Agreement will be reviewed annually.
2. The Agreement may be reviewed at any other time at the instigation of either party.
3. Should the agreement not be reviewed, then the agreement remains in force as written
4. Any updates made to the agreement apply to all VLIMS on notification of the update and form part of this signed agreement.
5. The agreement expires after two years from commencement and subject to renewal.

**Termination of the VLIM Agreement**

1. Either party may terminate the Agreement by giving the other party twenty-eight (28) days’ notice in writing. On completion of the notice period, the VLIM will be required to vacate the Club Duplex unless otherwise agreed with the Management Committee.
2. The Club may report any activity committed under section a. to the Police and terminate the Agreement immediately if any members of the VLIM are found to be engaged in:
	1. Criminal or illegal activities; or
	2. Activities in breach of any Federal, State or Local Regulations or Bylaws that could affect the Club or its members.
	3. If the VLIM’s have failed to conduct their duties or meet their obligations, at a level satisfactory to the committee.

Immediate termination as a result of activities under “a” may be executed by the executive of the management committee to have immediate effect and are excluded from the appeal procdure.

1. The Agreement may be terminated if issues arising from the annual inspection, Task 1(e) and are not resolved within 7 days.
2. Any VLIM found to be in breach of sections a. and b. above will result in inclusion on Sunseekers and may also be included in the ANF National Banned lists.
3. Should the Management Committee decide to terminate the Agreement with the VLIM, the VLIM shall have a right of appeal at the next General Meeting, Annual General Meeting or Special General Meeting called by the Chairperson (see Note 3).

**Benefits**

1. The VLIM will pay for their first twelve month’s membership ($400) and after that be offered membership for $1 per annum.
2. The VLIM will be given free entrance to all Sunseekers on-site social events, but meals must be paid for.
3. The Club will pay for local phone calls.
4. The Club will pay for one half of each and every electricity unit used and the total of the gas usage.
5. The Club will pay a fuel subsidy, agreed jointly by the Management Committee and the VLIM, for use of the VLIM’s vehicle on Club business.

**Restrictions**

1. No pets whatsoever are permitted on the Club grounds without prior express permission from the Management Committee. If such permission is granted, the VLIM must control the pet(s) as directed by the Management Committee.
2. Personal visitors are permitted at any time.
3. As far as possible, one VLIM should be present at the Club on their rostered weekends. If this is not possible, prior notice to the Management Committee is requested so that alternative arrangements can be made where necessary.
4. VLIM’s must at all times be supportive of committee and all fund raising initiatives. To avoid conflict of interest issues VLIM’s are ineligible to be nominated for, or to hold a position on the committee.

**Dispute Resolution**

1. The two VLIM units have equal status in the Club and are expected to cooperate with each other in performing the tasks nominated in this Agreement.
2. Any day-to-day problems (including disputes between VLIM units) that cannot be resolved by the VLIM shall be referred in writing to one of the executive (Chairperson, Deputy-Chairperson, Treasurer or Secretary) who with one other member of the executive or Management Committeenegotiate resolution. That is, any meeting between VLIM and Management must be attended by two committee members with one or both from the executive.
3. The relationship between VLIM and Member is one of equal status and co-operation. No VLIM is to attempt to exert any form of control over a fee-paying member.
4. Any unresolved dispute (see Note 4) arising between the Club’s Management Committee and the VLIM must be referred to the next General Meeting, Annual General Meeting or Special General Meeting called by the Chairperson (see Note 3). Such meeting is to be held within forty-two (42) days of the dispute occurring. At a General Meeting or an Annual General Meeting, the matter may be dealt with as an item of General Business. The decision of any such meeting shall be final and shall be binding on all parties concerned.

**Tasks**

1. **Accommodation**
2. The duplex shall be kept clean and tidy internally and externally
3. Blown light bulbs shall be replaced and carpets cleaned upon departure.
4. Repairs and maintenance required as a result of normal wear and tear of the premises will be the Club’s responsibility. The decision on whether any deterioration in the condition of the Duplex is as a result of normal wear and tear shall be at the discretion of the Management Committee.
5. Any alterations, additions or installations of the Duplex must have the prior approval of the Management Committee.
6. The duplex will be subject to an annual Inspection, by at least two members of the Management Committee, one of whom shall be from the executive.
7. No smoking is allowed inside of the duplex.
8. **Swimming Pool**
9. The VLIM may undertake the Swimming Pool Operators course at their own expense. Sunseekers will refund the cost of this training at the completion of twelve months in the VLIM position.
10. Filtration, chlorine and pH level checks must be undertaken and recorded in accordance with the season and pool usage as specified by the Shire Environmental Health Officer. Pool testing will be carried out using an approved test kit. (approved members may assist)
11. Any chemical adjustments required to maintain water quality or any action in relation to pool chemicals, must be performed by persons with relevant certification.
12. Cleaning of the pool is to occur as required
13. Backwashing of the sand filter is to be undertaken and recorded as required.
14. Pool gates and fencing is to be maintained to comply with safety regulations
15. **Ablution Blocks and Laundry**

When the **upper** ablution blocks are open for use:

1. All toilet bowls and seats are to be cleaned and disinfected daily.
2. The ablution block floors are to be mopped daily.
3. Showers are to be cleaned, scrubbed and disinfected weekly.
4. The laundry is to be cleaned as necessary.

The **lower** ablution block is to be cleaned as above from September to March and as required from April to August.

Ablution block floor to be pressure cleaned every two months in summer/busy period.

1. **Grounds (Lawns and Gardens)**
2. All lawns are to be mowed and maintained on a regular basis, as required by the committee.Equipment and work practices used must be in compliance with Safety Standards. This is currently being done by a club member, but shall revert back to the VLMS if this discontinues.
3. Chainsaws shall only be used by competent persons
4. The lawns are to be fertilised at least once a year.
5. The lawns are to be sprayed in the spring of each year with the appropriate products to control the growth of Bindi and Clover and eradicate Black Beetle.
6. All Club gardens are to be weeded on a regular basis.
7. Lawns are to be watered within limits imposed by the Water Corporation.
8. Whipper snipping is to be carried out in the area of the top ablution block, at the rear of the building housing the Store Room and in areas adjacent to the lawns and roads.
9. Leaves and twigs are to be raked and cleared from the lawns and adventure playground site and around all Club structures on a regular basis.
10. The Club’s Fire & Safety Officer will discuss maintenance of all firebreaks, and regular checking of fire extinguishers and equipment and VLIMS will assist.
11. The BBQ area is to kept in a clean condition.
12. **Gas Supply**
13. Ensure that gas supplies are maintained to the kitchen, ablution blocks, BBQ, duplexes and club chalets.
14. Ensure that all gas safety valves and operating mechanisms are maintained and in proper working.Attach Out of Service tags if required and arrange repair by a qualified trades person.
15. **General Maintenance**
16. Liaise with the necessary licensed trade persons to ensure maintenance of all facilities, i.e. gas, plumbing and electricity.
17. Ensure familiarity with safe operation of any Club equipment before use and obtain any training if required.
18. Undertake basic maintenance of the grounds and buildings with respect to re-seating of taps, replacement of tap washers, ‘o’ rings, etc.
19. Notify the works officer should any hazourdous conditions occur and barricade a hazard area until made safe.
20. Replace faulty or blown light globes, tubes and starters around the grounds to domestic height only. Call out electrician for all others.
21. **Receipt of Fees and Payments**
22. In all aspects of fees and charges, collection and systems associated with such, to act under the Treasurers instructions.
23. Take monies owing by members and visitors, issue receipts, record and pass onto the Treasurer.
24. Sign Registered Site Holders overnight sheets (was slips).
25. Obtain completed visitors form from all visitors and give to the Secretary.
26. **Afternoon Teas**
27. Ensure that adequate supplies of coffee, tea, sugar, and cakes etc., are held for the Sunday afternoon tea requirements.
28. When rostered on duty at a weekend, assist inproviding afternoon tea service to members.
29. **Club Equipment**

Club equipment includes sporting equipment stored in lockers near the Bottom Clubhouse door, gardening equipment stored in the gardening shed, furniture such as tables and chairs, and crockery and cutlery.

1. Make the necessary arrangements with the Management Committee for the replacement of equipment that is reported broken, lost or worn out.
2. **Club Chalets**
3. Ensure that all Club Chalets and surrounds are clean and tidy.
4. Check all items on the chalet inventory are in place prior to and after letting, and before returning any bond.
5. Report all loss or damage to the club management committee.
6. Act as booking clerk for the Club Chalets on behalf of the Club and charge appropriate fees to Club Members and visitors staying in any of the Club Chalets.
7. As a courtesy to members and/or visitors booking the chalets, switch on the fridge prior to their arrival.
8. Wash the Club linen if it was supplied as part of the hire.
9. **Other Tasks**
10. Provide advice to members and visitors with respect to the use of Club grounds for parking of vehicles for temporary camping.
11. Answer the Club telephone between 7:00am and 7:00pm (or some other times as agreed by the Management Committee) to assist members and prospective visitors with enquiries.
12. On an ‘as needed’ basis (indicated by volume) transport the Club green waste to the local tip. Club trailers are supplied that may be used by members to dispose of garden refuse from sites and general areas of the Club grounds. One trailer must be left near the water tank when not being positioned for immediate pick up trips or runs to the tip. The second trailer is to be stored near the miniten court.
13. Ensure that all paths. stairways and Clubhouse verandas are cleaned on an ‘as needed’ basis.
14. Change the gate’s second security code for trades-persons and visitors as necessary.

**Notes**

The notes refer to clauses in the RULES of THE SUNSEEKERS INCORPORATED.

1. The Sunseekers Incorporated

2. 26. Committee of Management (1) to (3)

3. 50 - 52. General Meetings

4. 17-25. Disputes and Mediation