

**NSW Department of Commerce**

**Office of Fair Trading**

**ASSOCIATIONS  
INCORPORATION  
ACT (2009)**

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**Constitution**

**of**

**Kimberley Karavan Owners Group Inc.**

**Incorporation No: INC9893491**

**Date of Incorporation: 11 June 2010**

**Date of this Constitution: 23<sup>rd</sup> July 2016**

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## 1 NAME

The name of the incorporated association is the KIMBERLEY KARAVAN OWNERS GROUP Inc. ("the Group").

## 2 INTERPRETATION

1. A word or expression that is not defined in these rules, but is defined in the Act has, if the context permits, the meaning given by the Act.
2. In these rules, unless the contrary intention appears:

**Act** means the Associations Incorporation Act 2009 No. 7.

**Annual General Meeting** means a general meeting of members as required by law and this Constitution.

**Associate Member** means a person who has been admitted to the group with limited rights as defined in Clause 5.

**Code of Conduct** means the code of behaviour that is referred to on the Group's website.

**Constitution** means the constitution of the Group.

**Management Committee** means the committee of management of the Group.

**Financial Year** means a year commencing on 01 July one year and ending 30 June the following year.

**General Meeting** means a meeting of members convened by this Constitution.

**Law** means any requirement of the Act and any other present or future law of the Commonwealth of Australia or any State or Territory with which the Group must comply.

**Member** means a person who is an Ordinary Member of the Group (see Clause 5).

**Register of Members** means the register of the Group's members that is required to be maintained according to the Act.

**Qualifying Unit** means a KARAVAN or KRUISER manufactured by KIMBERLEY KAMPERS Pty Ltd (KIMBERLEY KAMPERS).

**Trip Leader** means a Member who organises, and facilitates a gathering of members.

**Regulations** means the Associations Incorporation Regulation 2010.

### **3 OBJECTS**

1. The objects of the Group are to promote the use of the Kimberley Karavan, the Kimberley Kruiser and the caravanning and camping lifestyle by:
  - a. providing general advice to members on the construction and maintenance of Qualifying Units;
  - b. engaging in and encouraging responsible social activities, gatherings or rallies within the Group or affiliated association(s);
  - c. encouraging safe driving and road courtesy;
  - d. encouraging members to adopt environmentally responsible camping and touring practices as promoted by organisations such as, but not limited to, Leave No Trace, the Campervan and Motorhome Club of Australia and the various organisations which administer forests, reserves and National Parks;
  - e. treating fellow members with dignity, respect and courtesy;
  - f. to join or affiliate with any association having as its objective the betterment of caravanning and camping and the promotion of a responsible caravanning and camping lifestyle;
  - g. striving to improve the conditions available to owners of the Kimberley Karavan, the Kimberley Kruiser and caravan owners in general;
  - h. representing Members of the Group at various industry and governmental levels in order to obtain better conditions for owners of Kimberley Karavans and Kruisers, and caravan owners in general;
  - i. importing, preparing, purchasing, selling, leasing, hiring and otherwise dealing with stock in trade or such activities as determined by the Management Committee, which will promote the standards and activities of the Group;
  - j. ensuring the Group has appropriate and adequate insurance in place for public liability, indemnity of officials, Group activities or other such insurance matters that may arise;
  - k. providing an internet-based forum so that Members can interact online and for the Management Committee to convey news and information to Members and vice versa, and
  - l. Providing support to the community or community groups as determined by the Management Committee from time-to-time, in particular the Royal Flying Doctor Service.

### **4 POWERS**

1. The Group has the powers of an individual.
2. The Group may, for example:
  - a. enter into contracts;
  - b. acquire, hold, deal with and dispose of property;

- c. impose charges for services and facilities it supplies;
  - d. do other things necessary or convenient in carrying out its affairs, and
  - e. accept and make donations and gifts to and from the Members.
3. The Group may control the funds and other assets and liabilities of the Yahoo Groups forum known as the KIMBERLEY KARAVAN OWNERS GROUP in circumstances it is considered to be in the best interest of the Group.

## 5 CATEGORIES OF MEMBERS

1. There are two categories of membership of the Group. The categories are:
  - a. An **Associate Member** is a person who is not an owner or co-owner of a Qualifying Unit, but whose partial access to Group activities and privileges is deemed appropriate by the Management Committee. An Associate Member is not permitted to move a motion or vote, hold office or nominate a person to hold office, but may, at the discretion of the Management Committee, take part in Group activities, including access or partial access to the Group's discussion forum and attendance at Group gatherings.
  - b. an **Ordinary Member** is a person who is an owner or co-owner of a Qualifying Unit and they have paid the required admission fees and subscription as determined from time-to-time and been accepted by the Management Committee.
    - i. A maximum of two co-owners of a Qualifying Unit are eligible to be Ordinary Members.
2. A person or persons who have paid a deposit, but have not yet taken delivery of their Qualifying Unit, may be admitted as an Ordinary Member.
3. The number of Members is unlimited.
4. An Ordinary Member who ceases to be the owner or joint owner of a Qualifying Unit shall continue to be eligible for membership in the appropriate category, provided a replacement unit is acquired within twelve months of disposal of the original unit.
5. Membership rights, privileges and obligations are not transferable to another person, and terminate upon cessation of membership.

## 6 DELETED

## 7 MEMBERSHIP FEES

1. Membership and joining fees for Ordinary Members are charged per Qualifying Unit. A Qualifying Unit may bring with it a maximum of two Ordinary Members, but fees are paid only per Qualifying Unit.
2. An initial joining fee and annual membership fee for each membership category shall be determined by the Management Committee until the first Annual General Meeting is held. Thereafter, the fees:

- a. are the amounts decided by the Members from time-to-time at an Annual General Meeting and set out in the Membership Application Form; and
  - b. are payable when, and in the manner determined by the Management Committee.
3. Subject to Management Committee approval, a Member moving from one category to another shall not be liable to any additional fees.
4. A Member's annual membership fee is due for payment on the first day of July each year.
5. A Member who has not paid their annual membership fee by the last day of July each year, will not be permitted to move a motion, vote, hold office, nominate a person to hold office or take part the activities of the Group.
6. A Member who has not paid their annual membership fee by the last day of August each year shall have their Group membership terminated.
  - a. Upon payment in full on or before the last day of September of the same year, the Member may, subject to the approval of the Management Committee, be reinstated in their appropriate category from the date the late payment was made.
  - b. Payment of membership arrears after the last day of September in the same year will, subject to the discretion of the Management Committee, attract the joining fee and membership fee for new members.
7. For new members joining the Group, their initial joining fee and annual membership fee shall be:
  - a. If joining between 1<sup>st</sup> June and 30<sup>th</sup> June inclusive, the joining fee and the full-year annual membership fee covering the next 13 months, or
  - b. If joining between 1<sup>st</sup> July and 31<sup>st</sup> December inclusive, the joining fee and the full-year annual membership fee, or
  - c. If joining between 1<sup>st</sup> January and 31<sup>st</sup> May inclusive, the joining fee and half the annual membership fee.

## **8 ADMISSION AND REJECTION OF NEW MEMBERS**

1. Application for membership of the Group must be made on the approved form held on the website.
2. The completed membership form shall be delivered (by postal or electronic means) to the secretary, together with the appropriate joining fee and applicable annual membership fee.
3. If satisfied that the application complies with the requirements of the Constitution, the Group secretary may accept the application on behalf of the Management Committee and shall enter the new Member's name in the Register of Members. The secretary will notify the Management Committee of all applications approved for membership.



4. The secretary shall refer to the Management Committee for a final decision on any application that has not been accepted, together with the reasons for non-acceptance of that application. Acceptance or rejection of the application shall be determined by the Management Committee at its next meeting.
5. If the Management Committee rejects an application for membership, the applicant may re-apply once the requirements of this Constitution have been met.
6. The secretary shall notify the applicant as to the outcome of their application, and if approved send the new member a name tag and membership card, arrange access to the member's section of the Group's website and send any other relevant information. If the applicant is rejected, the secretary shall refund the applicant's joining and applicable annual fee as soon as practicable.

## **9 WHEN MEMBERSHIP ENDS**

1. A Member may resign from the Group by giving written notice of resignation to the secretary.
2. The resignation takes effect at:
  - a. the time the notice is received by the secretary; or
  - b. at a later time if stated in the notice.
3. The Management Committee may terminate a Member's membership if the Member:
  - a. is convicted of an indictable offence, or
  - b. does not comply with any of the provisions of this Constitution, or
  - c. has membership fees in arrears on the last day of August in any given year, or
  - d. conducts himself or herself in a way considered to be not in the best interests of the Group.
4. Before the Management Committee terminates a Member's membership, the Management Committee must give the Member a full and fair opportunity to demonstrate why the membership should not be terminated.
5. If, after considering all representations made by the Member, the Management Committee decides to terminate the membership, the secretary of the Management Committee must give the Member a written notice of the decision, within seven days of the decision being made.
6. A Member who resigns or has their membership terminated shall not be entitled to a refund of their joining fee or any part of their annual membership fees on a pro-rata basis.

## **10 DISCIPLINING MEMBERS**

1. A complaint may be made by any Member of the Group that some other Member of the Group:

- a. has persistently refused or neglected to comply with a provision or provisions of this Constitution, or
  - b. has acted in a manner not in the best interests of the Group.
2. Upon receiving such a complaint, the Management Committee will determine whether the complaint is valid, and if so:
  - a. cause notice of the complaint to be served on the Member concerned;
  - b. give the Member at least fourteen days from the date of the Management Committee's decision, within which to make submissions to the Management Committee in connection with the complaint; and
  - c. must take into consideration any submissions made by the Member in connection with the complaint.
3. The Management Committee may, by resolution, expel or suspend the membership of the Member from the Group if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been substantiated.
4. If the Management Committee expels or suspends a Member, the secretary of the Management Committee must within seven days after the action is taken, provide written notice to be given to the Member stating:
  - a. the decision of the Management Committee;
  - b. the reasons given by the Management Committee for having taken the decision; and
  - c. the Member's rights of appeal under Clause 11.
5. The expulsion or suspension does not take effect:
  - a. until the expiration of the period within which the Member is entitled to appeal against the decision concerned; or
  - b. if within that period the Member exercises the right of appeal, unless and until the Group confirms the resolution of the Management Committee under Clause 11(5), whichever is later.

## **10A RESOLUTION OF INTERNAL DISPUTES**

1. Disputes between members (in their capacity as members) of the Group, and disputes between members and the Group, are to be referred to a community justice centre for mediation in accordance with the *Community Justice Centres Act 1983*
2. At least seven days before a mediation session is to commence, the parties are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.

## **11 RIGHT OF APPEAL FOR A DISCIPLINED MEMBER**

1. When a Member is disciplined, the person affected has the right of appeal in accordance with this clause.
2. The Member may appeal to the Group in a General Meeting against a resolution of the Management Committee under clause 10(3) by providing the secretary a notice to that effect. Notice of appeal must be lodged with the secretary within twenty-one days after notice of the resolution has been served on the Member.
3. The notice of appeal must be accompanied by a statement, illustrating the basis on which the Member intends to appeal.
4. Upon receipt of appeal under Clause 11(1), the secretary must notify the Management Committee as soon as practicable and the Management Committee shall convene a General Meeting of the Group.
5. At a General Meeting of the Group convened under Clause 11(4):
  - a. the Management Committee and the Member must be given opportunity to present their respective cases either orally or in writing or both; and
  - b. the Members present must vote by secret ballot on the question of whether the resolution of the Management Committee under Clause 10(3) should be confirmed or revoked.
6. If at the General Meeting of the Group, the Members pass a resolution in favour of the confirmation of the resolution of the Management Committee, the resolution is confirmed.
7. The decision of the General Meeting shall be final, and no further appeals on the same issue will be considered.

## **12 REGISTER OF MEMBERS**

1. The Management Committee must keep a Register of Members of the Group. Administration of the Register of Members shall be a function of the secretary of the Management Committee.
2. The Register of Members must include the following particulars for each Member:
  - a. the full name of the Member;
  - b. details of the Qualifying Unit;
  - c. the postal or residential address of the Member;
  - d. the date of admission as a Member;
  - e. the membership category of each Member;
  - f. the email address of the Member;
  - g. the date of termination or resignation of the Member;
  - h. details about the termination or reinstatement of membership, and
  - i. any other particulars the Management Committee or the Members at a General Meeting decide.

3. The Register must be open for inspection by Members of the Group at all reasonable times.
4. A Member must contact the secretary of the Management Committee to arrange an inspection of the Register of Members.
5. The Management Committee may, on the request of a Member of the Group, withhold information about the Member (other than the members full name) from the Register of Members available for inspection. The Management Committee will withhold such details only if it has reasonable grounds for believing the disclosure of such information would infringe the Member's privacy or cause harm to the Member.

### **13 PROHIBITIONS ON USE OF INFORMATION ON REGISTER OF MEMBERS**

1. A Member of the Group must not:
  - a. use information obtained from the Register of Members to contact, or send material to another Member of the Group for the purpose of advertising for political, religious, charitable or commercial purposes;
  - b. disclose information obtained from the Register of Members to someone else, knowing that the information is likely to be used to contact, or send material to another Member of the Group for the purpose of advertising for political, religious, charitable or commercial purposes; and
  - c. Clause 13(1) does not apply if the use or disclosure of the information is approved by the Group.

### **14 RIGHTS OF MEMBERS**

1. Subject to Clause 5, a Member shall be entitled to:
  - a. attend and participate in all activities of the Group and its branches
  - b. attend, speak at, move motions and vote at all General Meetings;
  - c. vote on any motion put to Members for resolution by the Management Committee;
  - d. stand for election, hold positions (if elected) or nominate a Member for election;
  - e. receive a copy of any publication the Group may publish;
  - f. have access to the Members' section of the Group website;
  - g. a membership name tag or card as determined by the Management Committee together with a membership number;
  - h. any other services or products provided by the Group to its Members; and
  - i. a Member has the right to appeal disciplinary action invoked on the Member by the Management Committee in accordance with Clause 11.

## **15 MANAGEMENT COMMITTEE**

1. The Management Committee, subject to the Act, Regulations, the Constitution, and to any resolution passed by the Members at a properly constituted meeting:
  - a. shall control and manage the Group's affairs; and
  - b. has power to perform all such acts and do all such things as appear to the Management Committee to be necessary for the proper management of the Group's affairs.

## **16 COMPOSITION AND MEMBERSHIP OF THE MANAGEMENT COMMITTEE**

1. Only Members eligible to vote and who own a Qualifying Unit shall be eligible to become members of the Management Committee.
2. The Management Committee shall consist of the following office bearers and ordinary members:
  - a. President;
  - b. Vice President;
  - c. Secretary;
  - d. Treasurer, and
  - e. A number of ordinary members provided that the number of persons on the Management Committee does not exceed seven.
3. Each Member of the Management Committee shall be elected pursuant to Clause 17 or appointed in accordance with Clause 20(1).
4. Subject to Clause 16(2), (3) and (4), the Management Committee may act notwithstanding any vacancy on the committee.
5. After a recommendation is made by the Management Committee and subject to the agreement of the Members present at any General Meeting, positions on the Management Committee may be combined as follows:
  - a. If it is required that a member of the Management Committee must hold the position of Public Officer the position of Public Officer may be combined with any other position, provided that the combined office-holder shall always be a resident of New South Wales, in accordance with the Act;
  - b. The positions of Secretary and Treasurer may be combined. If the positions of Secretary and Treasurer are combined, then, should it be required, the only other position that may be added to the combined Secretary-Treasurer position is that of Public Officer, provided that the combined office-holder shall always be a resident of New South Wales, in accordance with the Act.

## 17 ELECTION OF MANAGEMENT COMMITTEE MEMBERS

1. Only Members who are eligible to vote pursuant to this Constitution may be nominated for election as members of the Management Committee.
2. A Member is not eligible to be elected as a member of the Management Committee if :
  - a. the person has been convicted of an offence and sentenced to imprisonment, other than in default of payment of a fine, and the rehabilitation period in relation to the conviction has not expired; or
  - b. the person becomes an insolvent under administration within the meaning of the *Corporations Act 2001* of the Commonwealth; or
  - c. the person becomes bankrupt within the meaning of the *Bankruptcy Act 1966* of the Commonwealth; or
  - d. the person becomes a mentally incapacitated person.
3. Nominations of candidates for election as office-bearers and ordinary committee members on the Management Committee shall be:
  - a. made in writing and signed by two eligible voting Members and the candidate; and
  - b. delivered to the secretary of the Management Committee no later than thirty days prior to the next Annual General Meeting.
4. Members wishing to nominate candidates for election, but will be absent from the Annual General Meeting, may nominate candidates in accordance with clause 17(1).
5. If insufficient nominations are received to fill any Management Committee vacancy, further nominations shall be requested , and:
  - a. if insufficient nominations are received to fill any vacancy, that position shall be deemed vacant; and
  - b. if the position remains vacant at the end of an Annual General Meeting, the Management Committee may appoint a Member to fill the position.
6. A ballot shall be conducted for all positions for which more than one nomination has been received.
7. The ballot shall be conducted in such a manner as the Management Committee directs.
8. A Member is not eligible to be elected to more than one Management Committee position except when positions are combined in accordance with Clause 16 (6).
9. Members elected to the Management Committee shall hold office, subject to this Constitution, until the conclusion of the next Annual General Meeting, except where:
  - a. the Member resigns from their position on the Management Committee; or
  - b. the Member resigns from the Group; or

- c. the Member has their appointment terminated; or
  - d. the Member's membership of the Group is terminated.
10. A Member of the Management Committee may be re-elected if nominated in accordance with Clause 17(1).
11. An office bearer may hold the same position for only two consecutive years, after which the office bearer may be elected to another position on the Management Committee.
12. Notwithstanding the provisions of clause 17(11), if at the AGM there are no other nominations for the vacancy resulting from the application of Clause 17(11) the incumbent office bearer may, with the approval of the Management Committee, stand for re-election to that vacancy.

## **18 ABSENTEE VOTING**

1. A Member seeking to vote in the election of Members of the Management Committee, but who is absent from the General Meeting, may cast an absentee vote by advising the secretary of the Management Committee in writing or by email of the name(s) of the Member(s) (including the relevant position(s)) the Member is seeking to vote for. The secretary of the Management Committee must receive the vote(s) before the Annual General Meeting commences.

## **19 RESIGNATION OF A MANAGEMENT COMMITTEE MEMBER**

1. A Management Committee member may resign from the Management Committee by sending by post and/or email to the Secretary, giving not less than two weeks notice, a written notice of resignation. Upon expiration of the notice period, or a lesser period if agreed between the Management Committee member and the Management Committee, the Management Committee member will cease to be a Management Committee member.
2. A resignation from the Management Committee may be withdrawn if the member sends a written notice of withdrawal by post and/or email, to the Secretary before the expiration of the notice period.

## **20 VACANCY ON MANAGEMENT COMMITTEE**

1. In the event of a vacancy on the Management Committee, the Management Committee may appoint a Member to fill the vacancy. The Member so appointed shall hold such position until the next Annual General Meeting, and is eligible for re-election.
2. For the purposes of this Constitution, a vacancy on the Management Committee will occur if the Management Committee member:
  - a. dies;
  - b. ceases to be a Member;
  - c. resigns from their position in accordance with Clause 17(9) or 19(1);

- d. is removed from the Management Committee pursuant Clause 17(9) or 22(2);
- e. if sickness or illness precludes the Member from performing the elected duties;
- f. is absent without the Management Committee's consent from all Management Committee meetings, General Meetings or Annual General Meetings during a period of six months; or
- g. is disqualified from the office pursuant to the provisions specified in Clause 17 (2).

## **21 FUNCTIONS OF THE SECRETARY AND TREASURER**

1. The Member who is the Secretary or Treasurer of the Group, shall, as soon as practicable after being appointed or elected as Secretary or treasurer, provide written notice with the Group of his or her address and contact details.
2. The secretary's functions include, but are not limited to:
  - a. calling meetings of the Group, including preparing notices of a meeting and of the business to be conducted at the meeting in consultation with the president of the Group;
  - b. keeping minutes of each meeting and ensuring they are signed by the chairman of that meeting;
  - c. recording the names of those present at each meeting;
  - d. receiving all correspondence on behalf of the Group;
  - e. recording all incoming and outgoing correspondence;
  - f. reviewing applications for membership and approve those complying with this Constitution and refer other applications to the Management Committee for further action.
  - g. causing all correspondence as approved by the Management Committee to be written and forwarded either by post and/or electronic means;
  - h. keeping copies of all correspondence and other documents relating to the Group;
  - i. maintaining a Register of Members of the Group; and
  - j. obtaining and maintaining a knowledge of the Act and Regulations, so as to provide sound and timely advice to the Management Committee and Members regarding compliance with the Act and Regulations.
3. The treasurer's functions include, but are not limited to:
  - a. ensuring all monies due to the Group are collected and banked and that all payments authorised by the Management Committee are made;



- b. ensuring that the books and accounts are kept accurately illustrating the financial affairs of the Group, including full details of all receipts and expenditure connected with the activities of the Group;
- c. ensuring that all financial statements and financial records are available for inspection in accordance with Clause 50 of this Constitution;
- d. ensuring that, as soon as practicable after the end of the Financial Year, the financial records of the Group are reviewed by the Management Committee, are certified by two other members of the Management Committee as a true and accurate representation of the Group's financial position and are available prior to the calling of an Annual General Meeting in accordance with Clauses 27 or 28, as appropriate, of this Constitution; and
- e. obtaining and maintaining a knowledge of relevant financial practices and legislation so as to provide sound and timely advice to the Management Committee and Members regarding compliance.

## **22 TENURE AND REMOVAL OF A MANAGEMENT COMMITTEE MEMBER**

1. A member of the Management Committee shall continue to be a member of the Management Committee:
  - a. from one Annual General Meeting to the next Annual General Meeting; or
  - b. until the Member resigns from the Management Committee during the term referred to in Clause 22(1)(a); or
  - c. until the Member is removed from the Management Committee as prescribed in Clause 22(2) during the term referred to in Clause 22(1)(a).
2. A member of the Management Committee may be removed from the Management Committee at a General Meeting of the Group if a majority of the Members present and eligible to vote at the meeting vote in favour of removing the Member.
3. Before a vote of Members about the removal of a Member from the Management Committee is considered, the Member must be given a fair opportunity to show cause why he or she should not be removed from Management Committee.
4. A Member has no right of appeal against the Members removal from the Management Committee under Clause 22(2).
5. A Member shall immediately vacate the position held on the Management Committee if the Member becomes subject to the circumstances specified in Clause 17 (2).

## **23 COMMITTEE MEETINGS AND QUORUM**

1. The Management Committee shall meet at least twice a year to exercise its functions. These meetings shall be held in a manner, time and place as determined by the Management Committee.
2. Meetings of the Management Committee may be conducted in any such manner as decided by the Management Committee, including telephone, video, or other electronic means that reasonably provides Members with the capacity to participate in the meetings .
3. A Management Committee member who participates in a meeting under Clause 23(2) is taken to be present at the meeting.
4. Meetings of the Management Committee additional to those stipulated at Clause 23 (1) may be convened by the President or by any two committee members on written request to the Secretary.
5. Oral or written notice of a meeting of the Management Committee shall be given by the Secretary to each member of the Management Committee at least forty-eight hours (or such other period as may unanimously agreed upon by the Management Committee members) before the time the meeting is to be held.
6. Notice of meeting given under Clause 23(4) shall specify the agenda of the meeting and no other business shall be transacted at the meeting, except the business the Management Committee members present at the meeting unanimously agree to treat as urgent.
7. Any four members of the Management Committee constitute a quorum for the purpose of conducting the business of Management Committee.
8. No business shall be undertaken by the Management Committee unless a quorum is present.
  - (a) If, at a meeting where Management Committee members are physically present, a quorum is not present within half an hour of the time appointed for the meeting then the meeting stands adjourned to another time and place determined by the Management Committee.
  - (b) If, at an on-line meeting, the number of participants does not constitute a quorum within four days of the meeting commencing the meeting stands adjourned to another time determined by the Management Committee.
9. If at the adjourned meeting a quorum is still not present within half an hour of the meeting commencing, the meeting shall be dissolved.
10. At a meeting of the Management Committee, if the President is absent, the Vice-President or other Management Committee member shall preside, as nominated by the Management Committee members.

## **24 VOTING WITHIN THE MANAGEMENT COMMITTEE**

1. The person chairing the Management Committee meeting may request an issue to be voted upon by the members of the Management Committee.

2. The Chairman may request that the issue and response by the Management Committee members be submitted by letter, telephone, video, facsimile reproduction, other electronic means or in person. The Secretary will ensure decisions voted upon are recorded in the minutes of the next meeting of the Management Committee.
3. Questions arising at a meeting of the Management Committee, or any committee appointed by the Management Committee, shall be determined by a majority of votes of the members of the Management Committee or the committee members present at that meeting.
4. Each member present at a meeting of the Management Committee or any committee appointed by the Management Committee (including the person presiding at the meeting) is entitled to one vote. In the event of a tied vote, the person presiding may exercise a second or casting vote, as agreed with the other Management Committee members.
5. Subject to Clause 23(7), the Management Committee may act notwithstanding any vacancy on the Management Committee.
6. Any decision made by the Management Committee, or by a committee appointed by the Management Committee, is valid and effective notwithstanding any defect that may afterwards be discovered.

## **25 DELEGATION BY THE MANAGEMENT COMMITTEE TO ANOTHER COMMITTEE**

1. The Management Committee, may by written notice, delegate to one or more sub-committees (consisting of such member or members of the Group as the Management Committee sees fit) the exercise of such of the functions of the Management Committee as are specified in the written notice, other than:
  - a. this power of delegation; and
  - b. a function which is duly imposed on the Management Committee by the Law.
2. A function which has been delegated to a sub-committee under Clause 25(1) may, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.
3. A delegation under this section may be made subject to such conditions or limitations as specified in the instrument of delegation.
4. Any decision made under delegation under this clause has the same force and effect as it would if it had been undertaken by the Management Committee.
5. The Management Committee may, by instrument in writing, revoke wholly or in part and any delegation under Clause 25(1).
6. A sub-committee may meet and adjourn as it considers appropriate.

## **26 DELETED.**

## **27 DELETED**

## **28 ANNUAL GENERAL MEETINGS**

1. Annual General Meetings shall be held:
  - a. at least once each calendar year;
  - b. within six months after the end date of the Group's Financial Year;  
and
  - c. at a date and place as the Management Committee considers appropriate..
2. At least thirty days prior to each Annual General Meeting the Secretary and/or Treasurer, as appropriate, shall publish via the Group's website the minutes of the last Annual General Meeting and the financial report of the Group's past Financial Year.

## **29 BUSINESS TO BE CONDUCTED AT AN ANNUAL GENERAL MEETING**

1. In accordance with the Act, as a minimum, the following business must be conducted at an Annual General Meeting:
  - a. confirm the minutes of the last Annual General Meeting and of any special general meeting held since that meeting;
  - b. presenting the Group's financial statements for the last reportable year for adoption;
  - c. receive from the Management Committee, reports on the activities of the Group during the last financial year;
  - d. electing members of the Management Committee; and
  - e. discussing and voting on other business outlined in the agenda.

## **30 CALLING A GENERAL MEETING**

1. The Management Committee may, whenever it considers appropriate, convene a General Meeting of the Group.
2. The Group must, on receipt in writing of at least 15 Members or one third of the Members (whichever is the less), convene a General Meeting of the Group.
3. A requisition of Members for a General Meeting:
  - a. shall state the purpose(s) of the meeting;
  - b. shall be signed by the Members making the requisitions;

- c. shall only be signed by Members entitled to vote at a general meeting of the Group;
- d. shall be lodged with the Secretary, and
- e. may consist of several documents in a similar form, each signed by one or more of the Members making the requisition.

### **31 NOTICE AND CONDUCT OF GENERAL MEETINGS**

1. In the case of a General Meeting where members are to be physically present, or the Annual General Meeting of the Group, the secretary must at least twenty-one days prior to the date of the meeting, send each Member on the Register of Members via electronic means, a notice specifying the place, date and time of the meeting, the nature of the meeting and the proposed agenda of the meeting. In the event that a special resolution is to be proposed at the meeting, details of the resolution must also be included in the agenda.
2. In the case of a meeting held via electronic means on the Group's internet-based forum ( ie, an on-line meeting) the secretary may, in accordance with Clause 30(1), call the meeting at any time, specifying in the opening topic the nature and agenda of the meeting. In the event that a special resolution is to be proposed at the meeting, details of the resolution must also be included in the agenda.
  - a. When an on-line meeting is called the secretary must send each Member on the Register of Members via electronic means, a notice stating that the meeting has been called.
  - b. An on-line meeting will be held open for a period of at least fourteen days to allow discussion, followed by a further period of at least seven days to allow a vote to take place.
3. No business other than that specified in the agenda shall be discussed at the meeting, except in the case of an Annual General Meeting, where items may be discussed to deal with those items submitted by Members in advance, in writing pursuant Clause 29(1)(e) and Clause 31 (4).
4. A Member intending to discuss any business in a General Meeting, shall give notice of that business to the Secretary, who shall include that business in the agenda of the General Meeting.

### **32 QUORUM AT AN ANNUAL OR GENERAL MEETING**

1. No business shall be conducted at an Annual General Meeting or General Meeting unless a quorum of Members, who are entitled to vote under this Constitution, is present during the meeting.
2. A quorum for a General Meeting or an Annual General Meeting is fifteen members
3. If within an hour after the commencement of an Annual General Meeting or a General Meeting where members are physically gathered a quorum is not present, the meeting shall be dissolved and such meeting will be

adjourned to a time and place determined by the Management Committee and notified to Members in writing.

4. If within seven days of the commencement of a meeting held via electronic means on the Group's internet-based forum (ie, an on-line meeting) a quorum is not present, the meeting shall be dissolved and such meeting will be adjourned to a time and place determined by the Management Committee and notified to Members in writing.
5. If at an adjourned meeting where members are physically gathered a quorum is still not present within half an hour after the commencement of the meeting, the meeting shall be dissolved.
6. If at an adjourned on-line meeting a quorum is still not present within two days after the commencement of the meeting, the meeting shall be dissolved.

### **33 CHAIRMAN**

1. Subject to Clause 33(2), the President shall preside and chair each Annual General Meeting or General Meeting of the Group.
2. If the President is absent from an Annual General Meeting or General Meeting or is unwilling or is unable to chair the meetings, the Vice-President shall preside and chair the meeting.
3. If the President and Vice-President cannot chair the meetings pursuant Clause 33(2), the Members present shall elect another person, who is entitled to vote under this Constitution, to chair the meetings.

### **34 ADJOURNMENT**

1. The Chairman of an Annual General Meeting or General Meeting at which a quorum is present may, with the consent of the majority of Members present at the meeting, adjourn the meeting from time-to-time or to another venue. No agenda items shall be discussed at an adjourned meeting, other than those agenda items that have not been discussed at the meeting at which the adjournment took place.
2. Where an Annual General Meeting or General Meeting is adjourned for fourteen days or more, the Secretary shall give notice to each Member of the Group either in writing, or by electronic means, of the adjournment of the meeting and the place, date and time of the meeting and the nature of the business to be discussed at the meeting.
3. Except as noted in Clauses 34(1) and 34(2), notice of an adjournment of an Annual General Meeting or General Meeting is not required.

### **35 MAKING DECISIONS**

1. Except as prescribed in Clause 11(5), a voting matter at an Annual General Meeting or General Meeting of the Group, shall be determined by
  - a. a show of hands at a meeting where members are physically present, or

- b. a poll, conducted on the Group's on-line forum, of members who are eligible to vote, or
  - c. a plebiscite of members who are eligible to vote conducted by email, or
  - d. a postal vote in accordance with the Regulation,and the result recorded in the minutes.
2. At an Annual General Meeting or General Meeting of the Group, a vote may be sought by the Chairman or by not less than five members present who are entitled to vote under this Constitution.
3. Where a vote is sought at an Annual General Meeting or General Meeting, a vote will be held :
  - a. immediately if there is a need to elect a chairman or to decide on an adjournment; or
  - b. in any other case, as the chairman directs.
4. The Management Committee may authorise the use of the Groups website so that Members can participate in making decisions, if it is deemed to be in the best interests of the Group.

### **36 SPECIAL RESOLUTION**

1. A resolution of the Group will be considered a Special Resolution if it is passed by a majority of not less than three quarters of the votes returned.

### **37 VOTING**

1. A Member who is eligible to vote, is only entitled to one vote in each instance.
2. In the event that equal votes are cast in relation to a question at a meeting, the Chairman of the meeting is entitled to a second vote.
3. Except where a Special Resolution is required, the question shall be decided by the majority of votes cast by Members.
4. The Secretary shall record the number of votes in the minutes of the meeting.

### **38 APPOINTMENT OF PROXIES**

1. Each Member is entitled to appoint another Member as proxy, by written notice given to the Secretary no later than two business days prior to the time of the meeting, in which the proxy is to be appointed.
2. The proxy notice shall be made on the approved form held on the website.
3. A proxy shall not be valid unless it directs the way the Member conferring the proxy wishes to vote on each resolution.
4. A proxy may not be appointed for the election of members of the Management Committee.

### **39 INSURANCE**

1. The Group shall effect and maintain insurance as required by the Law.
2. In addition to the insurance required under Clause 39(1), the Group may effect and maintain other insurance.

### **40 FUNDS SOURCE**

1. The funds for the Group shall be derived from Member's joining fees and annual membership subscriptions, donations and such other sources as the Management Committee determines.
2. All money received by the Group shall be deposited as soon as practicable to the Group's nominated bank account(s).
3. The Group shall, as soon as practicable after receiving any money, issue an appropriate receipt.

### **41 FUNDS MANAGEMENT**

1. Subject to any resolution passed by the Group at a General Meeting, the funds of the Group will be used to promote the objects of the Group (refer to clause 3) in such a manner as determined by the Management Committee.
2. All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be authorised by any members of the Management Committee as determined by the Management Committee.
3. The assets and income of the Group shall be managed to promote the objects of the Group. At no time will any portion of the assets and income be distributed to the Members of the Group, except as compensation for services rendered or expenses incurred on behalf of the Group as determined by the Management Committee.

### **42 REMUNERATION**

1. Subject to Clause 41(1), no fees or any other remuneration shall be payable to a member of the Management Committee or other Member unless approved at a General Meeting of the Group.
2. In conjunction with Clause 41(3), Members of the Management Committee may be entitled, subject to prior approval of the Management Committee, to compensation for all reasonable expenses, or part thereof, incurred in the performance of their duties as members of the Management Committee.



#### **43 REPRESENTING THE GROUP**

The President or other Members approved by the Management Committee are the only persons permitted to represent, act or speak for on behalf of the Group to the public at large.

#### **44 DELETED**

#### **45 COMMON SEAL AND EXECUTION**

1. Documents may be signed on behalf of the Group in any way permitted by Law, including:
  - a. if the Group has a seal in accordance with Clause 45(3); and
  - b. if the Group does not have a seal, by either the President, Vice-President, Secretary or Treasurer, and countersigned by either the President, Vice-President, Secretary or Treasurer who have not signed in the first instance. The Management Committee may authorise other members of the Management Committee to be signatories for the execution of documents.
2. The Group may have a seal. If the Group has a seal the Management Committee must ensure the seal is held in safe custody at all times.
3. If the Group has a seal, it must be used only by the authority of the Management Committee and every document to which the seal is affixed, must be signed and countersigned in accordance with Clause 45 (1)(b).

#### **46 CUSTODY OF BOOKS ETC.**

1. Except as otherwise provided by this Constitution, all records, books and other documents relating to the Group shall be the responsibility of the Secretary.

#### **47 REGISTERED OFFICE**

1. The Group is incorporated in New South Wales.
2. The registered office of the Group shall at all times be in New South Wales and at an address determined the Management Committee.

#### **48 BY-LAWS AND CODES OF CONDUCT**

1. The Management Committee may make, amend or repeal by-laws and various codes of conduct, that are consistent with this Constitution.
2. A by-law or code of conduct may be set aside by a vote of Members at a General Meeting of the Group.

A condition of membership of the Group is that Members comply with the by-laws and codes of conduct.

#### **49 ALTERATION OF OBJECTS AND RULES**

1. Subject to the Act, the objects and rules in this Constitution may be amended, repealed, or added to by a Special Resolution.
2. Any amendment to the objects and rules will only have effect when a written notice is lodged with the Director-General in accordance with Part 2, Division 2 of the Act.

#### **50 INSPECTION OF BOOKS**

1. Except as otherwise provided by Law, a Member of the Group may inspect such books of the Group at the registered office of the Group, or as determined by the Management Committee, which must be made available by the Management Committee.

#### **51 SERVICE OF NOTICES**

1. For the purpose of this Constitution, a notice may be served by, or on behalf of, the Group upon a Member either personally, by email or by registered post to the Member at the Member's address recorded in the Register of Members.
2. Where a document is sent to a person in accordance with clause 51(1), the document shall be deemed to have been received by the person fourteen days after the date was sent.

#### **52 INDEMNITY OF OFFICIALS**

1. Every member of the Management Committee and Trip Leaders shall be indemnified against any liability incurred in carrying out the duties described in this Constitution, except where the Group is prohibited from indemnifying the Members or Trip Leaders by Law.
2. The Group may pay premiums in respect of insurance of persons who are or have been members of the Management Committee or Trip Leaders in accordance with clause 51(1).

#### **53 SURPLUS PROPERTY**

1. The management of surplus property shall be determined by Members at a General Meeting.

#### **54 WINDING-UP**

1. The Group may voluntarily wind-up under Part 6 (62) of the Act if:
  - a. the Group passes a Special Resolution of the Members at a General Meeting; and

- b. a copy of the Special Resolution is lodged with the President within one month from the passing of that resolution.
2. The Group may be wound-up by the Supreme Court under Part 6 (63) of the Act.
3. The disposal of any assets of the Group shall be agreed by members at a General Meeting. If no agreement is reached, the value of the disposed assets shall be donated to the Royal Flying Doctor Service.

## **55 MEMBERS LIABILITY**

1. In the event the Group is wound-up pursuant to Clause 54, the liability of a Member of the Group to contribute towards payment of the costs of winding up will be limited to any unpaid membership fees of the Group.

## **56 GROUP WEBSITE**

1. At the direction of the Management Committee, the Webmaster shall maintain the Group's website at <http://www.kkog.org.au> and any other domains and sub-domains owned by the Group for the purpose of:
  - a. being a closed forum for the discussion of the various aspects of on and off-road caravanning and camping, and in particular the use and maintenance of a Kimberley Karavan or Kruiser;
  - b. promoting a responsible attitude to on and off-road caravanning and camping and the associated lifestyle;
  - c. enabling the Management Committee to post information that may be of relevance to Members and vice versa;
  - d. enabling on-line meetings and discussions between members, and
  - e. enabling members to vote on matters by way of an on-line polling system which
    - i. Guarantees the anonymity of voters;
    - ii. Allows only Ordinary Members who are financial (ie an eligible member) to vote;
    - iii. Allows an eligible member only one vote;
    - iv. Does not allow a member to change their vote;
    - v. Does not allow a member to see the results of the vote until the vote is closed.
2. The Management Committee shall delegate authority to the Webmaster to moderate, block, censor or remove postings that are unacceptable, such as, but not limited to:
  - a. being defamatory or libellous;
  - b. containing offensive language or sexual content;
  - c. inciting racial hatred or other activities illegal under Australian law;

- d. promoting other sites in a way that might be expected to result in disadvantage to the Members of the Group and/or the Group's Website;
  - e. promoting 'get rich quick' schemes or e-mail solicitations to join such schemes;
  - f. unpaid advertisements or spam, and
  - g. irrelevant or off-topic postings such as political or religious rhetoric.
3. In promotion of clauses 56(1) and (2), the following must occur:
- a. the Management Committee shall provide the Webmaster any relevant information in a timely manner;
  - b. all Members shall comply with the Code of Conduct relating to the use of the Group's website; and
  - c. where necessary, the Webmaster may use 'moderators' to control the flow of information to and from the website.
4. The Webmaster has the authority to:
- a. enlist the support of 'moderators' to control the flow of information to and from the website;
  - b. moderate, block, censor or remove any posting referred to in Clause 56(3);
  - c. refer a Member to the Management Committee for disciplinary action pursuant to Clause 10 of this Constitution;
  - d. upon notification from the Secretary, grant Members access to the section of the website applicable to their membership category, pursuant to clause 5 of this Constitution;
  - e. upon notification from the Secretary, terminate access to the website for those members who have terminated their membership pursuant to clause 9 of this Constitution; and
  - f. liaise with applicable internet providers to ensure the Group's website is maintained and accessible to its Members at all times.

## **57. GROUP TRIPS**

1. Any Member may organise a group trip or gathering. Any such trip must be logged into the Group's database together with a nomination of a trip leader, duration of the trip and the maximum number of Qualifying Units that may participate. The Trip Leader must take all reasonable steps to ensure that during the trip, the members participating conduct themselves in a manner consistent with the rules of the Group.

## **58 GUESTS**

1. Any Member seeking to invite a guest to an activity of the Group, shall obtain prior written approval from the Management Committee.

2. An invitation to invite a guest to an activity of the Group, shall be at the sole discretion and approval of the Management Committee.
3. If an invitation is approved for a guest to participate in an activity of the Group, the Management Committee, at its discretion, may impose terms and conditions on the guest as it sees fit in the best interests of the Group.
4. A Member of the Management Committee, or applicable Trip Leader, has the authority of the Management Committee to request a guest to leave a Group activity if:
  - a. their behaviour is unacceptable to the Group or is not in accordance with the objects of the Group as described in clause 3 ;or
  - b. the majority of Members present at an activity request Members of the Management Committee or applicable Trip Leader to request the guest to leave.
5. If a guest is requested to leave an activity of the Group:
  - a. the guest has no right of appeal under this Constitution and must leave the activity of the Group without delay;
  - b. the guest is not entitled to any refund of money paid to participate in that activity; and
  - c. the guest shall not be invited to participate in any further activities of the Group.

## **59 GROUP LOGO**

1. The Management Committee may commission and determine the design of an official logo for the Group.
2. The official logo of the Group will be positioned on the front page of this Constitution and the Group's website.
3. The logo shall not be altered or changed without the prior approval of the Management Committee.
4. Members (other than Associate Members) may, with prior approval of the Management Committee, use the Group's logo on clothing apparel and head dress provided:
  - a. the logo is used in a complementary and tasteful manner;
  - b. the logo is complete and not altered or changed in any manner;
  - c. the logo is not used in conjunction with another logo or with commercial advertising material, unless approved by the Management Committee;
  - d. the clothing apparel or head dress is neat and tidy; and
  - e. the logo is for Members use only and permission to use the logo is not transferable to another Member or non-Members of the Group.

# Appendix 1

## SCHEDULE OF FEES

<b>Fee</b>	<b>Amount per Qualifying Unit</b>
<b>Entrance fee</b>	As last determined at an Annual General Meeting.
<b>Annual Membership fee</b>	As last determined at an Annual General Meeting.

## SCHEDULE OF MEMBERSHIP FEES FOR ORDINARY MEMBERS

<b>Joining Date</b>	<b>1<sup>st</sup> July to 31<sup>st</sup> December inclusive</b>	<b>1<sup>st</sup> January to 31<sup>st</sup> May inclusive</b>	<b>1<sup>st</sup> June to 30<sup>th</sup> June inclusive (13 months for the price of 12)</b>
<b>Entrance Fee</b>	Full Entrance fee	Full Entrance fee	Full Entrance fee
<b>Initial Membership Fee</b>	Full Annual Membership fee.	Half the Annual Membership fee.	Full Annual Membership fee.

The actual dollar amount of these fees are specified in the current on-line copy of the Application Form

## SCHEDULE OF MEMBERSHIP FEES FOR ASSOCIATE MEMBERS

<b>Joining Date</b>	<b>1<sup>st</sup> July to 31<sup>st</sup> May inclusive</b>	<b>1<sup>st</sup> June to 30<sup>th</sup> June inclusive (13 months for the price of 12)</b>
<b>Entrance Fee</b>	Full Entrance fee	Full Entrance fee
<b>Initial Membership Fee</b>	Half of the Annual Membership fee for Ordinary Members.	Half of the Annual Membership fee for Ordinary Members.

The actual dollar amount of these fees are specified in the current on-line copy of the Application Form