



# Membership Information

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# Who is Tourism Top End?

Tourism Top End is the Regional Tourism Association (RTA) serving the area known as the “Top End” in the Northern Territory. This area includes the City of Darwin, world heritage listed Kakadu National Park, Arnhemland, Litchfield National Park and the Tiwi Islands. Our official boundaries are north of Elliot to the Queensland and Western Australian borders.

Tourism Top End is a non-profit Incorporated Association with over 570 members drawn from businesses, individuals and organisations committed to the growth of tourism in the Top End.

The Association is administered by an Executive Committee who are elected at each Annual General Meeting as the Members nominated representatives, this Committee meets monthly to review the performance and activities of the Association and provide direction to the General Manager and other Employees.

## **Tourism Top End has many different roles but its primary functions are:**

To represent the views of the tourism industry and logically lobby local and Territory Government on behalf of its members;

To work in close co-operation with Darwin City Council, Tourism NT, NT Regional Tourism Association’s and other Tourism organisations;

To keep our Members fully informed on matters affecting tourism via meetings, newsletters and other correspondence,

To actively promote the Top End as a premium tourism destination at all major travel and tourism trade and consumer shows in Australia;

To supply visitor information and provide an additional service to sell our members product from our permanent office locations.

## **How membership will benefit your business?**

There is not a business, professional service or commercial operation in Darwin and the Top End that does not ultimately receive some share of the revenue contributed to the local economy by tourism and its associated economic benefits. It is in the direct interest of all those who benefit from tourism to participate in and contribute to the effective promotion of the entire region and the planned management of its marketing activities.

Partnership & Interstate members benefit from membership through the pre-promotion and sale of their product over the counter to visitors planning their next destination from Darwin. The information provided at our information centre on is presented regionally and your promotional material will be exposed to over 150,000 visitors in the Centre per annum.



# Full Membership

## **Full Membership \$440 per calendar year (Jan-Dec)**

A Full Member is considered to have a primary tourism product within the Top End Region i.e. Tour Operator, Accommodation, Attraction, etc. All Full Members have equal benefits and voting rights within the Association regardless of the size of their business.

Full Members often have products that can be either promoted or sold on a 12.5% commissionable basis or distributed through the Tourism Top End Visitor Information Centres. Full Members may also take the opportunity to multi-list a second trading name (providing the business has the same company name) free of charge; additional listings will incur a fee of \$110 per calendar year. Individuals may also join as a Full Member if they wish to enjoy the benefits as listed.

### **Full Membership provides:**

- Guaranteed permanent brochure space for displaying and promoting your product in our main Visitor Information Center,
- Sales agent/booking service through our Visitor Information Centres (12.5% commissionable),
- Your own webpage on the TTE Website [www.tourismtopend.com.au](http://www.tourismtopend.com.au)
- Opportunity to conduct regular Product Briefings with Tourism Top End Sales Consultants (by prior arrangement),
- Utilise pull-up displays within our city Visitor Information Centre to further promote your product (by prior arrangement)
- Free directory listing and very competitive advertising rates in our publications – The Top End Holiday Guide and Destination Darwin & The Top End (discounts available for Tourism Accredited Members)
- Full voting rights at General Meetings and the opportunity to stand for election to the Executive Committee,
- Membership Certificate and Sticker to display within your business to show your support of the tourism industry in the Top End Region,
- Regional publicity generated through Tourism Top End media releases,
- Receive up to date information through regular Email/ Fax Streams and Newsletters highlighting issues that affect the local market,
- Opportunities to update industry on your products and services through our communication systems i.e. updates, fax streams and newsletters.
- Access the to Tourism Top End Membership List (on application)
- Utilise Tourism Top End logo as an advertising or marketing tool,
- Opportunities to participate in joint Tourism Top End/TNT marketing activities both inter and intra state,
- Networking opportunities,



# Transitional Membership

A **Transitional Member** is considered to be developing a primary tourism product within the Top End Region (i.e. Tour Operator, Accommodation, Attraction, Fishing charter). This category of Membership will be intergraded into a Full Member once all required document (i.e. public liability, boarding house Licence, business registration name ect) are received, approved and ratified by the Membership Committee.

## **Transitioanl Membership provides:**

- Your own webpage on the TTE Website [www.tourismtopend.com.au](http://www.tourismtopend.com.au) to showcase your new product providing a commencing date is issued.
- Opportunity to conduct regular Product Briefings with Tourism Top End Sales Consultants (by prior arrangement)
- Free directory listing and very competitive advertising rates in our publications – The Top End Holiday Guide and Destination Darwin & The Top End (discounts available for Tourism Accredited Members)
- Regional publicity generated through Tourism Top End media releases
- Receive up to date information through regular Email/ Fax Streams and Newsletters highlighting issues that affect the local market
- Opportunities to update industry on your products and services through our communication systems (i.e. updates, fax streams and newsletters).
- Utilise Tourism Top End logo as an advertising or marketing tool.
- Opportunities to participate in joint Tourism Top End & Tourism NT marketing activities both inter and intra state, (often a reduced fee if a member of Tourism Top End).
- Networking opportunities



# Associate Membership

## **Associate Membership \$220 per calendar year (Jan-Dec)**

Any business or individual located within the Top End Region, which while not directly involved in tourism, but supports the aims and objectives of Tourism Top End (i.e. Retail outlets, restaurants, media, etc)

### **Associate Membership provides:**

- Guaranteed permanent brochure/business card space for displaying and promoting your product in our main Visitor Information Center
- Your own webpage on the TTE Website [www.tourismtopend.com.au](http://www.tourismtopend.com.au)
- Free directory listing in our annual publication – The Top End Holiday Guide
- Free directory listing and very competitive advertising rates in our bi-annual publication Destination Darwin & The Top End.
- Opportunity to conduct regular Product Briefings with Tourism Top End Sales Consultants (by prior arrangement),
- Utilise pull-up displays within our city Visitor Information Center to further promote your product,
- Membership Certificate and Sticker to display within your business to show your support of the tourism industry in the Top End Region,
- Regional publicity generated through Tourism Top End media releases,
- Receive up to date information through regular Email/ Fax Streams and Newsletters highlighting issues that affect the local market,
- Opportunities to update industry on your products and services through our communication systems i.e. updates, fax streams and newsletters.
- Access the to Tourism Top End Membership List (on application)
- Utilise Tourism Top End logo as an advertising or marketing tool,
- Opportunities to participate in joint Tourism Top End / TNT marketing activities both inter and intra state,
- Networking opportunities,



# Partnership Membership

## **Partnership Membership \$110 per calendar year (Jan-Dec)**

Full Members (or equivalent) of another Northern Territory Regional Tourist Association, who do not operate a registered office within the Top End Region however wishes to have their product displayed and promoted by Tourism Top End.

### **Partnership Membership provides:**

- Guaranteed permanent brochure space for displaying and promoting your product in our main Visitor Information Centre on Bennett Street
- Your own webpage on the TTE Website [www.tourismtopend.com.au](http://www.tourismtopend.com.au)
- Sales agent/booking service through our Visitor Information Centres (12.5% commissionable),
- Free directory listings in our publications – The Top End Holiday Guide and Destination Darwin & The Top End
- Opportunity to conduct regular Product Briefings with Tourism Top End Sales Consultants (when in Darwin by prior arrangement),
- Utilise pull-up displays within our Visitor Information Center to further promote your product,
- Membership Certificate and Sticker to display within your business to show your support of the tourism industry in the Top End Region,
- Receive up to date information through regular Email/ Fax Streams and Newsletters highlighting issues that affect the tourism industry,
- Opportunities to update industry on your products and services through our communication systems i.e. updates, fax streams and newsletters.
- Access the to Tourism Top End Membership List (on application)
- Utilise Tourism Top End logo as an advertising or marketing tool,
- Networking opportunities,



# Interstate Membership

## **Interstate Membership \$110 per calendar year (Jan-Dec)**

Full Members (or equivalent) of an Interstate Regional Tourist Association, who do not operate a registered office within the Top End Region however wishes to have their product displayed and promoted by Tourism Top End.

### **Interstate Membership provides:**

- Guaranteed permanent brochure space for displaying and promoting your product in our main Visitor Information Centre on Bennett Street
- Your own webpage on the TTE Website [www.tourismtopend.com.au](http://www.tourismtopend.com.au)
- Sales agent/booking service through our Visitor Information Centres (12.5% commissionable),
- Free directory listings in our publications – The Top End Holiday Guide and Destination Darwin & The Top End
- Opportunity to conduct regular Product Briefings with Tourism Top End Sales Consultants (when in Darwin by prior arrangement),
- Utilise pull-up displays within our Visitor Information Centre's to further promote your product,
- Membership Certificate and Sticker to display within your business to show your support of the tourism industry in the Top End Region,
- Receive up to date information through regular Email/ Fax Streams and Newsletters highlighting issues that affect the tourism industry,
- Opportunities to update industry on your products and services through our communication systems i.e., updates, fax streams and newsletters.
- Access the to Tourism Top End Membership List (on application)
- Utilise Tourism Top End logo as an advertising or marketing tool,
- Networking opportunities



# Honorary Life Membership

The Executive Committee may recommend Honorary Life Membership for any individual Full Member who has rendered important and valued service to the Association. Honorary Life Members shall be elected at the Annual General Meeting by a majority of not less than 75% of the Membership present and entitled to vote.



# Visitor Information Services

## **Centre Locations:**

### **The Bennett Street Centre provides:**

Permanent brochure display space for all members

Information and Booking Service (12.5% commissionable)

Centre display opportunities to further promote your product

Product briefing opportunities to consultants

This centre alone attracts in excess of 150,000 people in the door per annum

For all enquiries please contact the Visitor Information Centre Manager on 08 89806000 or email [info@tourismtopend.com.au](mailto:info@tourismtopend.com.au)

### **The Darwin Airport Booth provides:**

Brochure distribution through booth for all Members

Information and Booking Service (12.5% commissionable)

Over \$640,000 of member product is sold per annum at the airport

For all enquiries please contact the Airport Supervisor on 08 89277071 or email [airport@tourismtopend.com.au](mailto:airport@tourismtopend.com.au)

### **The Ghan Railway Station Booth provides:**

Permanent display of our ever-popular publications Destination Darwin & The Top End and the Top End Holiday Guide Visitor Information Service to over 300 passengers arriving and disembarking the Ghan each week.

For all enquiries please contact the Visitor Information Centre Manager on 08 89806000 or email [info@tourismtopend.com.au](mailto:info@tourismtopend.com.au)

## **Mobile Locations**

Tourism Top End can provide visitor information and a booking service at markets, shows or other community events. We are also able to provide copies of the Destination Darwin & The Top End and The Top End Holiday Guide as promotional material for the region.

Tourism Top End meets and greets every passenger from the Cruise Ships on arrival to Darwin at Fort Hill Wharf.

We are also able to provide a Visitor Information Stand at your next community event, for more information please contact Marketing on 08 89806020 or email [marketing@tourismtopend.com.au](mailto:marketing@tourismtopend.com.au)



# Membership Services

**Tourism Top End prides itself on its ability to stay up to date with the needs and issues of its Members. We are able to achieve this through regular communication and support including:**

**General Meetings** are held monthly (except December). Their purpose is to inform Members of the Association's operations in relation to finance/budgets, marketing, sales performance, membership activities and staff movements. This is a forum to discuss any issues affecting the industry and invite guest speakers to highlight relevant topics.

**Sector Meetings** are held on a needs basis however Tourism Top End supports various industry groups including the Bed & Breakfast and Farmstay Association NT, NT Backpackers Association and regional community meetings.

**Email/Fax streams** are sent to Members on a needs basis (usually twice per week) with up to date news, reminders of deadlines and marketing opportunities.

**Membership Listings** can be supplied to members on a request basis. This list is beneficial to members for marketing and networking purposes.

**Customer Grievances:** The Membership Services Manager facilitates Customer Grievances regarding Members. Members will be provided with a copy of the complaint and requested to provide a written response to the allegations for consideration by the Membership Standing Committee. The majority of complaints can be easily settled if dealt with appropriately.

The Membership Standing Committee considers **Super Deed Award Nominations** received by the Association monthly. All nominations are recognised by a certificate of appreciation however the Committee will reward excellence in Customer Service with a trophy where appropriate.

## **Membership Standing Committee:**

The Membership Standing Committee is a group of Members representing all sectors of the industry. They meet monthly to:

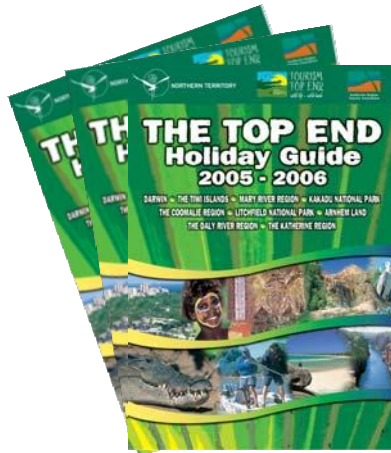
- Assess new member applications
- Review customer grievances received
- Review Super Deed Award Nominations

For further information on Membership with Tourism Top End contact 08 89806020 or email [membership@tourismtopend.com.au](mailto:membership@tourismtopend.com.au)



# The Top End Holiday Guide

The Top End Holiday Guide is an A4, full colour; high quality publication produced annually and is a benefit of Full Membership



**With a print run of approximately 110,000 pa this publication is distributed to:**

- Retail travel agents located interstate as a motivational selling tool
- Interstate consumer shows such as Caravan & Camping, Fishing & Outdoor Shows
- Pre-holiday planners to the Top End requesting for information on the Top End region to be sent to them prior to departing
- Provided at all Tourism Top End locations
- Supplied in bulk to many conferences, conventions and large group tours.
- Upon request

The publication includes Full Member listings and display advertisements ie. Tours and charters, accommodation, attractions, hire vehicles, etc.

It also contains relevant information, comprehensive maps and spectacular images highlighting each of the Top End's diverse regions.

All Full Members can take advantage of subsidised advertising rates which can vary from a basic listing of \$395 up to a full page advertisement of \$4100. Tourism Accredited Members receive additional 10% discount on advertising rates. Advertising paperwork will be distributed to all Full members around November in preparation for the publication to be printed and distributed for the following calendar year.

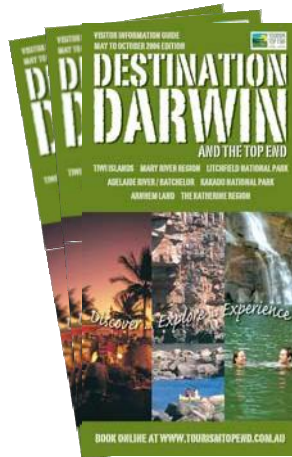
All Members will receive a free directory listing with contact telephone number in each edition.

For more information please contact Marketing on 08 89806020 or email at [marketing@tourismtopend.com.au](mailto:marketing@tourismtopend.com.au)



# Destination Darwin & The Top End

The Destination Darwin and the Top End Visitor Guide is a DL, full colour; high quality publication produced bi-annually and is a benefit of both Full and Associate Membership.



The combined print runs of both Wet (Nov-April) & Dry (May – Oct) Season editions are approximately 200,000.

It is the official FREE local guide distributed at all major Top End gateway points Including: Darwin International Airport, The Railway Terminal, to passengers off Cruise Ships, down the track and both east and west (Katherine, Tennant Creek & The Barkly, Alice Springs, Mt Isa, Kununurra).

The local distribution includes our Members outlets covering a range of accommodation establishments, restaurants, service stations, vehicle hire, public transport, etc

The publication is also supplied in bulk to many conferences, conventions and large group tours.

All Full and Associate Members can take advantage of subsidised advertising rates which can vary from a basic listing of \$400 up to a full page advertisement of \$3800. Tourism Accredited Members receive an additional 10% discount on advertising rates. Advertising paperwork will be distributed to members in mid July for the Wet Season Edition and at the beginning of March for the Dry Season Edition

All Members will receive a free directory listing with contact telephone number in each edition.

For more information please contact Marketing on 08 89806020 or email at

[marketing@tourismtopend.com.au](mailto:marketing@tourismtopend.com.au)



# www.tourismtopend.com.au

The tourismtopend.com.au website provides comprehensive information regarding the regions of the Top End and member products and services available throughout the Northern Territory.

## The major benefits of this site include:

Customer:

- Seamless e-commerce experience from the product discovery stage to making a booking.
- Itinerary planning options
- Detailed destination information

## Tourism Operators/Members

- Easy to maintain you own webpage including images
- Facility to synchronise operator rooms, rates & availability
- An online discussion board for regional networking
- Member News, Meeting Minutes & Newsletters are available anytime online
- Booking conditions, specials and cancellation policy's can be edited or updated at anytime

**Arafura Blue Water Charters** <sup>24</sup>

Arafura Bluewater Charters are based in Cullen Bay, NT. We specialise in bluewater reef and game fishing charters. Our day tours are a unique opportunity to make the catch of a lifetime. Our experienced crew operate two fantastic and well equipped vessels, the Ocean Fox and the Tere Tiki. Leave civilisation behind as you head out for the deep water to relax, enjoy a great day fishing with friends or even for corporate promotion or team building.

**Location** Shop 1/3 4331 Stuart Highway  
**Email** [tefishing@octa4.net.au](mailto:tefishing@octa4.net.au)  
**Website** [www.arafurablue.com](http://www.arafurablue.com)  
**Phone** +61 8 8932 3006  
**Fax No** +61 8 8932 6533  
**Mobile** 0407 882 704

Click on a tour below to book online

- ✓ 1 Day Fishing Tour per person
- ✓ 1 Day Fishing Tour whole boat

Arafura Bluewater charters offer exciting day charter trips for fishing and game enthusiasts. Situated on Australia's top end, we offer anglers a unique opportunity to catch a wide range of species in a pristine environment. From trolling surface lures chasing mackerel to hauling in giant jew fish you're sure to enjoy a memorable and unique fishing adventure.

Darwin's diverse range of quality reef fish includes snapper, jefish, coral trout, red emperor, plus many more. Our day charters include everything you will need for the trip, including shrimo fishing tackle, quality game rods and reels, all bait and ice. We also



# Marketing Services

Website [www.tourismtopend.com.au](http://www.tourismtopend.com.au)

All members of Tourism Top End have are entitled to their own webpage and products pages. These are created and monitored by the member themselves and can be done through their own console at home. When members join, they are issued with a unique username and password to upload their own information and photos. The TTE booking staff rely on this system to promote members product and when potential clients are browsing through our website from their own computers at home, they are viewing your information. It is imperative for you as the member to ensure that your information is entered and up-to-date as it best promotes your business services.

## **The primary marketing objectives for Tourism Top End are:**

- To effectively market and promote the Top End in conjunction with Tourism Top End Members and Tourism NT and to increase visitation (expenditure and length of stay) to the region from domestic and international markets
- To encourage the local business community to be involved and understand the value of tourism
- Promote Darwin as a year round destination.

## **Tourism Top End marketing activities include:**

- Co-operative Advertising takes three forms; print television and radio. On several occasions throughout the year Tourism Top End will provide Full Members with co-operative advertising opportunities. These opportunities allow Members to advertise utilising the campaign at a subsidised rate. Members are informed of the particulars of the campaign via a Top End Update or our monthly newsletter Top End Talk. Co-operative advertising campaigns are limited to space and numbers – be sure to respond promptly to avoid disappointment.
- **Media and Public Relations Activities** arise irregularly and are often dependant on campaign schedules and local topical issues. Members will be informed of media and public relations activities via Tourism Top End Updates or directly by the Marketing Manager.
- **Consumer Shows** are coordinated by Tourism NT and attended by representatives from the Regional Tourist Association's (RTA's). The RTA's attend the consumer shows to promote the Northern Territory as a destination and to disseminate a variety of generic NT publications such as the Top End Holiday Guide and Destination Darwin & The Top End to potential visitors. Consumer shows are tailored to suite all travel markets; self drive, fly / drive, visiting friends and relatives, backpackers and niche markets like eco-tourism and conventions. Consumer shows are held in a variety of Australian capital cities and regional

- centres at various times throughout the year. All Members have the opportunity to attend to promote the Northern Territory as a holiday destination as well their specific product.
- Members are informed of consumer shows and other marketing opportunities via the Top End Update.
- A consumer show policy handbook is available for Members who would like further information or contact the Marketing Manager
- **Trade Shows** are coordinated by Tourism NT and Regional Tourist Associations, they are held in a variety of Australian destinations at various times throughout the year. The aim is to primarily promote the Northern Territory as a destination and to promote specific products to the trade (Travel Agents, Inbound Agents and Wholesalers).
- Members have the opportunity to attend trade shows to invest in future sales and to ensure the product knowledge of the tourism industry is kept up to date, this also encourages travel agents to continue to promote the Northern Territory as a holiday destination. Members are informed of Tourism Top End supported trade shows via Top End Updates.

Tourism Top End produces an annual Marketing Plan that is available to Members on request.

The Marketing Manager is available to all Members to discuss promotion/marketing options suited to your individual business.

For more information contact 89806020 or [marketing@tourismtopend.com.au](mailto:marketing@tourismtopend.com.au)



# Constitution

## 1. NAME AND LOGO

- (a) The name of the Association shall be "Tourism Top End Incorporated".
- (b) The Association's logo from time to time shall be in the form approved by the Executive Committee and adopted by the Members in an Annual or Special General Meeting.

## 2. AIMS

The Association shall aim to:

- (a) promote the Region to encourage an increase in visitors, visitor nights and visitor expenditure;
- (b) assist visitors to the Region by making relevant information available to them;
- (c) initiate and / or implement development for the Region in the form of additional tourist facilities;
- (d) improve existing tourist facilities;
- (e) educate the population of the Region to the value and importance of tourism to the local economy.

## 3. OBJECTIVES

The objectives of the Association shall be:

- (a) to liaise with and assist commercial organisations, community bodies and individuals involved with tourism in the Region;
- (b) to promote the Region by advertising, publicity exhibitions and any other practicable means to achieve a greater awareness of what Northern Australia has to offer the target markets through effective marketing;
- (c) to produce printed and other forms of information, including electronic forms, promoting the Region in order to improve and increase visitor access to the Northern Australian holiday experience;
- (d) to encourage an environment conducive to tourism investment and the development of high quality tourist products and facilities;
- (e) to encourage tourism development which is in harmony with and which preserves and enhances Northern Australia's environment and lifestyle, and to encourage residents within the Region to appreciate the benefits of tourism to the Region as a whole;
- (f) to identify key tourism-related development projects and encourage their establishment and / or to initiate and create additional and varied tourist attractions;
- (g) to establish a tourism marketing policy for the Region, particularly to minimise the effects of cyclical demand;
- (h) to improve tourist product quality and develop a professional approach within the tourism industry;
- (i) to foster and maintain good industrial relations within the tourism industry;
- (j) to develop a cohesive and coordinated tourism industry and to represent the Region in any discussion with any government or other authorities to assist in coordinating and promoting the Region, and to convey its interests as a tourist Region;
- (k) to establish an awareness among politicians, unions, the community, business, industry, all levels of government and the media, that tourism is an industry of expanding economic and social importance;

- (l) to obtain strong Federal, Territory and Local government commitment to the tourism industry, and to liaise with these bodies regarding promotional projects;
- (m) to improve co-ordination and co-operation between the industry, Federal, Territory and Local Government, and local communities, particularly to establish a means of maintaining forward planning and monitoring growth;
- (n) to sustain and increase membership of the Association and to provide effective service to Members;
- (o) to ensure that Members promote membership of the Association so that the entire tourism industry and the public benefit from the training, experience and high standards of Members; and
- (p) to encourage Members to assist in the attainment of the Association's objectives, particularly in relation to recruitment of new Members.

#### **4. DEFINITIONS**

In this Constitution:

- (a)"Annual General Meeting" means the annual general meeting of the Members of the Association pursuant to clause 7.2;
- (b)"Association" means Tourism Top End Incorporated;
- (c)"Association's financial year" shall mean the period from 1 January to 31 December in each year;
- (d)"By-laws" means the by-laws made by the Association, and as amended or replaced from time to time in accordance with clause 19 of this Constitution;
- (e)"Constitution" means this constitution, as amended or replaced from time to time;
- (f)"Executive Committee" means the committee elected at the Annual General Meeting and as described in clause 8 of this Constitution;
- (g)"Special General Meeting" means a meeting of the Members of the Association pursuant to clause 7.3;
- (h)"General Manager" shall mean the person holding the office of General Manager from time to time;
- (i)"General Meeting" means a meeting of the Members of the Association pursuant to clause 7.1;
- (j)"Member" means a member of the Association whose name is entered in the Register;
- (k) "Region" means that area in the Northern Territory north of (and including) Elliot and from Elliot north- east to the Gulf of Carpentaria and from Elliot north-west to the Arafura Sea, (including the Tiwi Islands), and from Elliot west to the Western Australia boarder and east of Elliott to the Queensland Border
- (l)"Register" shall mean the Register of Members kept by the General Manager pursuant to clause 6.7 of this Constitution.

## 5. POWERS

The Association shall have the following powers:

(a) to acquire any property, real or personal, by purchase, exchange, gift, devise, lease or by any other means whatsoever, whether or not subject to any special or other conditions, and to sell all or any of the real or personal property of the Association, and to let, exchange or otherwise dispose of and to execute transfers, mortgages and assurances thereof;

(b) to employ or otherwise engage part time or full time any person or persons, company or organisation to assist the Association in the carrying out of its objectives and the exercise of its powers;

(c) to apply for, received and administer any grant or loan made to the Association under any State, Territory or Federal legislation or from statutory and municipal authority, individuals or private organisations;

(d) to borrow money on terms and conditions as the Association may think fit, including any mortgage or Bill of Sale on the security of the whole or any portion of the real or personal property of the Association;

(e) to assist in the establishment or maintenance of any body having similar objectives or powers to the Association, upon such terms as the Association thinks fit including the sale, gift, grant or lease of any property of the Association;

(f) to invest all or any of the funds of the Association in secured investments;

(g) to make By-Laws, rules or regulations for the due maintenance and control of the Association and for regulating the duties, control and conduct of person in the employ of or under the care or control of the Association for the purposes of giving effect to any of the aims, objectives or powers of the Association;

(h) to acquire and dispose of shares in a public or private company;

(i) all powers and authorities conferred and implied by the Associations Incorporation Act as amended and by the Schedule to the Corporations Law;

(j) to produce printed and other forms of information, including electronic forms, that promote the Region;

(k) to represent the Region in any discussions with various government authorities (Federal, Territory and Local) or other statutory or municipal authorities to assist in promoting tourism in the Region and protecting tourist interests in the Region;

(l) to promote and disseminate visitor information and make bookings for Members' products and facilities;

(m) to purchase tourism related items for the purpose of re-sale;

(n) to retail the products of Full Members, the products of Members of other Northern Territory regional tourism associations' and Members of similar associations in adjacent regions; and

(o) to do all things relevant or ancillary to:

- (i) the exercise of any power of the Association under this Constitution; or
- (ii) the attainment of the objects of the Association.

## **6. MEMBERSHIP**

### **6.1 TYPES OF MEMBERSHIP**

#### **6.1.1 FULL MEMBERS**

- (a) All individuals carrying on tourism related business as sole traders, all partnerships, all corporations incorporated pursuant to the Corporations Law, associations incorporated under the *Associations Incorporations Act (NT)* and any other persons or bodies corporate carrying on tourism related business within the Region shall be eligible to apply to the Association for membership as a Full Member.
- (b) Full Members who are individual persons shall be entitled to attend and have one vote at any General, Annual General and Special General Meeting.
- (c) Full Members other than individual persons shall be entitled to nominate a representative from time to time who may attend and have one vote at any General, Annual General or Special General Meeting.
- (d) Individual Full Members shall be entitled to nominate themselves for any position on the Executive Committee.
- (e) In relation to Full Members other than individual persons its duly appointed representative shall be eligible for election or appointment to any position on the Executive Committee.
- (f) Full Members shall pay an annual fee at a scale presented by the Executive Committee, to the general Membership for approval at the Annual General Meeting of the Association.

#### **6.1.2 ASSOCIATE MEMBERS**

- (a) Any incorporated associations, business partnerships, companies or individuals which, while not directly involved in tourism, support the aims and objectives of the Association are eligible to apply to the Association for membership as an Associate Member, provided that such a person or entity is not, for example:
  - (i) a tour operator;
  - (ii) an attraction;
  - (iii) an airline;
  - (iv) a coach company;
  - (v) an accommodation facility;
  - (1) is directly involved in the tourist industry in any way; or
  - (2) has product sold by the Association or the Northern Territory Government Tourist Commission.
- (b) Associate Members who are individual persons shall be entitled to attend, but not vote, at any General, Annual General and Special General Meeting of the Association.
- (c) Associate Members other than individual persons shall be entitled to nominate a representative from time to time who may attend, but not vote, at any General, Annual General and Special General Meeting of the Association.
- (d) Neither Associate Members nor their representatives shall be eligible for the Executive Committee.
- (e) Associate Members shall pay an annual fee at a scale presented by the Executive Committee, to the general Membership for approval at the Annual General Meeting of the Association.

### **6.1.3 HONORARY LIFE MEMBERS**

- (a) The Executive Committee may recommend for Honorary Life Membership any Full Member who is an individual person and has in the opinion of the Executive Committee rendered important and valued services to the Association.
- (b) Honorary Life Members shall be elected at an Annual General Meeting by a majority of not less than seventy-five percent (75%) of the Members present and entitled to vote.
- (c) There shall be no more than two Honorary Life Members elected at any one Annual General Meeting.
- (d) An Honorary Life Member shall have one vote at any General, Annual General and Special General Meeting of the Association and shall be eligible for election to the Executive Committee.
- (e) No membership fee shall be payable by an Honorary Life Member.

### **6.1.4 HONORARY GOVERNMENT OR MUNICIPAL ASSOCIATE MEMBERS**

- (a) Those bodies with local government functions that have similar goals and objectives to the Association are eligible to apply to the Association for membership of the Association as an Honorary Government or Municipal Associate Member.
- (b) An Honorary Government or Municipal Associate Member shall be entitled to nominate a representative from time to time to attend, but not vote, at any General, Annual General and Special General Meeting of the Association.
- (c) No representative of an Honorary Government or Municipal Associate Member shall be eligible for election to the Executive Committee.
- (d) No membership fee is payable by Honorary Government or Municipal Associate Members.

### **6.1.5 PARTNERSHIP MEMBERS**

- (a) Full members (or the equivalent) of other Northern Territory regional tourist associations who do not operate a registered office within the Region, and who wish to have their products displayed and promoted by the Association are eligible to apply to the Association for membership of the Association as a Partnership Member.
- (b) A Partnership Member who is an individual person shall be entitled to attend, but not vote, at any General, Annual General and Special General Meeting of the Association.
- (c) A Partnership Member other than an individual person shall be entitled to appoint a representative from time to time to attend, but not vote, at any General, Annual General and Special General Meeting of the Association.
- (d) Neither the Partnership Member nor a representative of it shall be eligible for election to the Executive Committee.
- (e) Partnership Members shall pay an annual fee at a scale presented by the Executive Committee, to the general Membership for approval at the Annual General Meeting of the Association.

### **6.1.6 INTERSTATE MEMBERS**

- (a) Full members (or the equivalent) of other regional tourist associations outside of the Northern Territory who do not operate a registered office within the Region, and who wish to have their products displayed and promoted by the Association are eligible to apply to the Association for membership of the Association as an Interstate Member.

- (b) An Interstate Member who is an individual person shall be entitled to attend, but not vote, at any General, Annual General and Special General Meeting of the Association.
- (c) An Interstate Member other than an individual person shall be entitled to appoint a representative from time to time to attend, but not vote, at any General, Annual General and Special General Meeting of the Association.
- (d) Neither the Interstate Member nor their representative shall be eligible for election to the Executive Committee.
- (e) Interstate Members shall pay an annual fee at a scale presented by the Executive Committee, to the general Membership for approval at the Annual General Meeting of the Association.

### **6.1.7 TRANSITIONAL MEMBERS**

- (a) All individuals, from concept to completion considered to be developing a tourism related business within the Region, such as sole traders, all partnerships, all corporations incorporated pursuant to the Corporations Law, associations incorporated under the *Associations Act (NT)* and any other persons or bodies corporate carrying on tourism related business within the Region shall be eligible to apply to the Association for membership as a Transitional Member.
- (b) Transitional Members who are individual persons shall be entitled to attend, but not vote, at any General, Annual General and Special General Meeting of the Association.
- (c) Transitional members who are not individual persons shall be entitled to nominate a representative from time to time who may attend, but not vote, at any General, Annual General and Special General Meeting of the Association.
- (d) Neither Transitional Members nor their representatives shall be eligible for the Executive Committee.
- (e) Transitional Members shall pay an annual fee at a scale presented by the Executive Committee, to the general Membership for approval at the Annual General Meeting of the Association.

### **6.2 NEW MEMBERS**

- (a) Applications for any type of membership of the Association, except for Honorary Life Membership shall:
  - (i) be made in writing, on the prescribed form;
  - (ii) in the case of an application for membership as a Full Member, contain the information set out in clause 6.7.4;
  - (iii) be lodged by the applicant with the General Manager of the Association;
  - (iv) as soon as is practicable after being received by the General Manager, be referred to the Membership Standing Committee and then the Executive Committee for consideration by those committees; and
  - (v) be either approved or rejected by the Executive Committee.
- (b) By making application to the Association for membership (and in the case of an Honorary Life Member, by accepting such membership), the applicant agrees to abide by and be bound by the Constitution and all By-laws of the Association, as amended or replaced from time to time.
- (c) Upon the application being approved by the Executive Committee, the General Manager shall, with as little delay as possible, notify the applicant in writing that he, she or it has been approved for membership of the Association and upon receipt of the applicable annual membership fee from the applicant shall enter the applicant's name in the Register to be kept by the General Manager, whereupon the applicant becomes a Member of the Association.

### **6.3 RENEWALS OF MEMBERSHIP**

- 6.3.1 All membership fees are due and payable annually on the first day of the Association's financial year<sup>1</sup>.
- 6.3.2 If the Association's Financial year is changed, then in the period between the date of that change to the date of the next Annual General Meeting, the membership fees payable for that period shall be calculated on a pro rata basis in the same proportion as that period bears to the year.

### **6.4 SUSPENSION OF MEMBERSHIP**

- 6.4.1 If a Member fails to pay the membership fees to the Association within one calendar month of the commencement of the Association's financial year, that Member's membership shall, without further notice to the Member, be suspended, together with all rights, powers and entitlements of that membership, including but not limited to, any voting rights and eligibility to be appointed as an officer of any committee of the Association.
- 6.4.2 If, within a period of one calendar month from the date of suspension:
- (a) the Member makes payment of the outstanding membership fees, the suspension of that Member's membership shall cease and the Member's rights and entitlements shall be restored from the date of such payment;
  - (b) the Member fails to make payment of the outstanding membership fees, the matter will be referred to the Executive Committee, and the Executive Committee may, by notice to the Member, terminate the Member's membership forthwith.

### **6.5 TERMINATION OF MEMBERSHIP**

- 6.5.1 Any Member of the Association may at any time terminate their membership of the Association by delivery, whether by post, electronic mail or personal delivery of a written notice of resignation to the Association's registered office.
- 6.5.2 A membership of the Association shall be deemed to have terminated upon:
- (a) the receipt by the Association of a notice pursuant to clause 6.51;
  - (b) a period of one (1) month elapsing after the date of suspension of membership pursuant to clause 6.4.2;
  - (c) termination of membership pursuant to the procedures specified in the By-Laws;
  - (d) termination pursuant to sub-clause 6.6.2 hereof; or
  - (e) the winding up of the Association.
- 6.5.3 Upon termination of membership the General Manager shall remove the name of the Member from the Register.
- 6.5.4 A party whose membership has been terminated pursuant to this clause shall not be entitled to a refund of any fees or a portion of them paid by it in relation to that membership.
- 6.5.5 Termination of a Member's membership does not affect a party's liability for any outstanding breaches of this Constitution, including but not limited to the payment of any membership fees due and payable to the Association.

### **6.6 RESTRICTIONS ON TRANSFER**

- 6.6.1 A transfer of membership may only be made in accordance with this clause 6.6, and any purported dealing with membership other than in accordance with this clause 6.6 shall be of no effect.
- 6.6.2 Where a Member wishes to transfer his, her or its membership, that Member shall give notice to the Executive Committee and the proposed transferee shall take all steps as if it were an applicant for new membership under clause 6.2.

- 6.6.3 A transfer of membership is not effective (and the proposed transferee acquires no rights) until the approval, if given, by the Executive Committee to the application from the transferee.
- 6.6.4 Where there is a change in:
  - (a) the effective control; or
  - (C) more than 49% of the beneficial ownership, of a company which is a Member, that company shall forthwith notify the Executive Committee of the change and apply for approval of the change, in the same manner that approval would be sought for a new membership pursuant to clause 6.2.
- 6.6.5 Subject to clause 6.6.6, the membership (and all flowing from membership) of a Member to which clause 6.6.4 applies, whether or not any notification of change or any application has been made, shall be suspended as from the date of such change.
- 6.6.6 Clause 6.6.5 shall not apply to a company which has received approval from the Executive Committee prior to the change.
- 6.6.7 Membership which is suspended under clause 6.6.5 shall:
  - (a) cease to be suspended if:
    - (i) the Executive Committee is notified of the change;
    - (ii) an application is lodged in the manner stipulated in clause 6.2; and
    - (iii) the Executive Committee has approved the application in the manner stipulated in clause 6.2 within 60 days after the change occurs; or
  - (b) be terminated upon the first to occur of:
    - (i) the date being 60 days after the change occurs if an approval in accordance with clause 6.6.5 (b) (i) is not given; or
    - (ii) Immediately if the Executive Committee rejects the application.
- 6.6.8 Where, notwithstanding this clause 6.6, the vote of a person whose membership is suspended or terminated is accepted or counted, or that person is counted for the purposes of a quorum or some other action is done by that person, such suspension shall not invalidate the vote, meeting or action.
- 6.6.9 Where, pursuant to this clause 6.6:
  - (a) a membership is terminated, then there shall be no entitlement by any party to receive a refund of fees already paid in respect of that membership; or
  - (b) a membership is transferred, then the transferor shall have no entitlement to receive a refund of, but the transferee shall be entitled to receive a credit for, fees already paid in respect of that membership.

**6.7 REGISTER OF MEMBERS AND NOTIFICATION REQUIREMENTS**

- 6.7.1 The General Manager, under the supervision of the Public Officer of the Association shall keep the Register at the Association's registered office.
- 6.7.2 Any Member of the Association may inspect the Register by appointment with the General Manager during normal working hours provided such inspection shall be limited to the information described in clause 6.7.4.
- 6.7.3 The Register shall be prima facie proof of the fact and particulars of Membership.
- 6.7.4 The Register shall contain at least the following information:
  - (a) Name of Member
  - (b) Address of the Member
  - (c) Telephone and facsimile numbers of the Member

- (d) in the case of a Full Member:
  - (i) the name and address and contact details of the insurer or insurers of that Member; and
  - (ii) a certificate of currency in respect of its relevant insurance policies,
- (e) Details of all trading names under which the Member operates including where applicable the Business Registration Number allocated by the Office of Business Affairs of such trading name or names.

6.7.5 For the avoidance of doubt the information required above shall include:

- (a) in the case of an individual, the full name, residential and business address;
- (b) in the case of a partnership:
  - i) the full names and residential and business addresses of all of the partners in the partnership;
  - ii) the full name and residential and business address of the person nominated as the duly authorised representative of that partnership;
- (c) in the case of a company:
  - i) the full names, residential addresses and business addresses of each of the directors;
  - ii) the full name, residential address and business address of the person nominated as the duly authorised representative of that company;
- (d) in the case of an incorporated association:
  - i) the full name of the association;
  - ii) the full names and residential and business addresses of each of the Members of the Committee and the Public Officer of the Association;
  - iii) the association number of the association allocated by the Registrar of Associations;
  - iv) the full name and residential and business address of the person nominated as the duly authorised representative of the association;
- (e) in the case of government or municipal authorities:
  - i) the full name of such government or municipal authority;
  - ii) the postal address of the head office;
  - iii) in the case of a statutory corporation or authority established pursuant to Northern Territory or Federal legislation, the official name or title of such legislation; and
  - iv) the full name and residential and business address of the person nominated as the duly authorised representative of that government or municipal authority;
- (f) home and office telephone and facsimile numbers' of each of the persons, corporations or authorities in respect of whom there is a requirement to provide residential or business addresses.

At the commencement of the Association's financial year the General Manager shall send to each Member an extract from the Register containing the information pertaining to that Member. Upon receipt of the extract, the Member shall either confirm to the General Manager that the membership details for that Member are complete and correct, or shall provide amended details to the General Manager, for correction of the Register.

- (g) notwithstanding clause 6.7.6, it shall be the responsibility of each Member to ensure that the part of the Register containing the details pertaining to that Member is complete and correct at all times.

## **6.8 CONDUCT OF MEMBERS**

All Members shall at all times abide by and observe the Constitution and all By-Laws of the Association, as amended or replaced from time to time.

## **7. MEETINGS**

### **7.1 GENERAL MEETING OF MEMBERS**

7.1.1 Subject to clause 7.1.2, there shall be a General Meeting of Members held once every calendar month at such date, time and place determined by the Executive Committee.

7.1.2 The requirement for the General Meeting for the month of December may be waived by the Executive Committee, in its discretion.

7.1.3 The Members at a General Meeting shall have all of the powers of the Association not reserved by this Constitution for the Members at an Annual General Meeting or Special General Meeting or reserved for an officer of the Association.

### **7.2 ANNUAL GENERAL MEETING**

7.2.1 An Annual General Meeting of Members of the Association shall be held in the month of March in each year.

7.2.2 The place and date of such Annual General Meeting shall be advertised in the major newspaper in the Region at least 7 days prior to the date of such meeting.

7.2.3 Notice of the Annual General Meeting shall also be sent by post, facsimile or electronic mail to all Members of the Association (other than Members whose membership has been suspended pursuant to this Constitution) not later than 14 days before the date of the meeting.

7.2.4 The failure to send a Notice of an Annual General Meeting to a Member or Members shall not invalidate such Annual General Meeting or any decisions or determinations made at such Annual General Meeting.

7.2.5 The Annual General Meeting shall be in addition to any other General Meetings or Special General Meetings that may be held in the same year or month.

7.2.6 The ordinary business of the Annual General Meeting shall be:

- to confirm the minutes of the last Annual General Meeting and of any Special General Meetings held since the last Annual General Meeting;
- to receive Annual Reports from the President, Treasurer, Auditor and General Manager of the Association on activities and events held during the preceding twelve months;
- (c) to appoint a returning officer and scrutineers for the election of the Executive Committee;
- (d) to elect the Executive Committee of the Association;
- (e) to appoint the Auditor and determine his or her remuneration;
- (f) to transact any other business required by this Constitution to be dealt with at an Annual General Meeting;
- (g) to consider and if appropriate, to confirm the appointment of the holders of the Association's Common Seal;
- (h) to consider, and if appropriate, to ratify the Executive Committee's recommended scale of annual membership fees.

7.2.7 All nominations for positions as officers of the Executive Committee shall be in writing and received at the Association's registered office, prior to 12.00 noon on a day being not later than seven (7) days before the advertised date of the Annual General Meeting.

**7.3 SPECIAL GENERAL MEETING**

7.3.1 A Special General Meeting may be called by the Executive Committee or will be called by the Executive Committee on receipt by the President of the Executive Committee of a requisition in writing and signed by not less than twenty-five (25) Full or Honorary Life Members (other than those Members whose membership has been suspended pursuant to this Constitution).

7.3.2 Notice of the Special General Meeting shall be given in the same manner as required for an Annual General Meeting and not later than 21 days before the date of the meeting.

**7.4 PROXY REPRESENTATION**

7.4.1 Save as hereafter provided there is no general right in a Member to appoint another Member as a proxy for the purposes of voting at any General, Annual General or Special General Meeting.

7.4.2 In the event that a Full Member or its duly authorised representative, as applicable, cannot attend any General, Annual General or Special Meeting, the Full Member may appoint another Full Member as his her or its proxy to vote at a General, Annual General or Special Meeting.

7.4.3 No Member shall be entitled to carry more than two proxy votes at any meeting of the Association.

7.4.4 No proxy under sub clause 7.4.2 shall be valid unless received at the office of the General Manager of the Association at least 26 hours before the relevant General, Annual General or Special Meeting.

7.4.5 Appointment of a proxy other than in accordance with this clause shall not invalidate any voting or other proceeding at any General, Annual General or Special General Meeting.

7.4.6 Where it is desirable to afford delegates an opportunity of voting for or against a resolution the instrument appointing a proxy should be in the following form or a form as near thereto as circumstances permit

TOURISM TOP END INC.

I .....being a full financial member of the above Association, hereby appoint ..... a full financial member of the Association as my proxy to vote for me on my behalf at the Annual / Special / General meeting of the Association, to be held on the .....day of .....20.... and at any adjoining thereof.

Signed this.....day of .....20....

Signature.....

- This form to be used \*in favour of / \*against resolution(s) listed (Strike out whichever is not desired)
- Unless otherwise instructed, the proxy may vote as she / he thinks fit.

**8. COMMITTEES**

**8.1 EXECUTIVE COMMITTEE**

8.1.1 The Executive Committee shall comprise:

- (a) a President;
- (b) two Vice-Presidents;
- (c) a Treasurer;
- (d) six ordinary Full or Honorary Life Members ;
- (e) the General Manager;
- (f) the representative from the Northern Territory Tourist Commission;
- (g) the representative from the Darwin City Council.

8.1.2 Subject to clause 8.1.3, officers of the Executive Committee shall be elected at an Annual General Meeting and shall hold office from the date of their election at the Annual General Meeting until the next Annual General Meeting.

8.1.3 Notwithstanding the provisions of clause 8.1.2:

Election of Vice President Number One will be conducted on odd numbered years and the Election of Vice President Number Two will be conducted on even numbered years. Both Vice Presidents will be elected to serve a two year term.

8.1.4 The Executive Committee shall have power to:

- (a) oversee the management of the affairs of the Association;
  - (b) dismiss any officer of the Executive Committee who fails to attend three consecutive meetings of the Executive Committee without the express leave of the Executive Committee;
- interpret and implement this Constitution and the By-laws;  
carry out all resolutions passed at a General, Annual General or Special General Meeting;  
enforce the provisions of this Constitution and the By-laws and implement disciplinary action for a breach or failure to observe the provisions of this Constitution or the By-laws, within the limits specified in this Constitution and the By-laws.

## 8.2 EXECUTIVE COMMITTEE VACANCIES

8.2.1 The Executive Committee has the power to fill the first two (2) casual vacancies in the positions of office of the Executive Committee which may occur between Annual General Meetings, by the appointment of a Full Member or Honorary Life Member **provided always** that any such appointed Member shall retire on the date which would have been the expiry of the term of office for that position had the casual vacancy not arisen.

8.2.2 Any vacancies in excess of the first two will be filled, by election, at the next General Meeting following the vacancy occurring provided that any such General Meeting shall be called in accordance with the procedure for calling an Annual General Meeting as set out in clause 7.2 and provided that the term of office for which an election is called pursuant to this section shall be limited to the unexpired portion of the term of office for which the casual vacancy arose.

## 8.3 DISCLOSURE OF INTEREST

8.3.1 An officer of any committee who is interested in any contract or arrangement made or proposed to be made by the Association shall disclose that interest at the first meeting of the committee at which the contract or arrangement is first taken into consideration if the interest then exists, or in any other case, as soon as practicable and in any event not later than the first meeting of the committee after the acquisition of the interest.

8.3.2 If an officer of any committee becomes interested in a contract or arrangement after it is made or entered into the officer shall disclose the interest at the first meeting of the committee after the officer becomes so interested.

8.3.3 No officer of any committee shall be entitled to vote as an officer of the committee in respect of any contract or arrangement in which the officer is interested and does so vote, the vote shall not be counted.

8.3.4 In this clause an officer of any committee is taken to be "interested" in a matter before the committee if:

- (a) the officer is a member of a company or other body with which a contract is made or proposed to be made, or which has a direct or indirect interest in a matter under consideration, by the committee;
- (b) the officer is a partner with, or an agent for, or consultant to, or is in the employment of, a person with whom a contract is made or is proposed to be made or who has a direct or indirect interest in a matter under consideration, by the committee;
- (c) the officer is a member of an incorporated company which consists of not more than 25 persons, or a director, manager, or employee of, or

agent for, such a company, which has an interest in a matter before the committee; or

- (d) the spouse of the officer (including a person to whom the officer is not legally married but who is living as a spouse on a bona fide domestic basis) has an interest of a kind referred to in paragraph (a), (b) or (c) and the officer is aware of that interest.

8.3.5 The General Manager shall maintain a Register of Interests declared in accordance with this clause.

#### **8.4 DUTIES OF OFFICE HOLDERS**

8.4.1 The duties of the President include:

- 1) (a) to preside at all meetings of the Association;
- 2) (b) to regulate proceedings and keep order at all meetings; and
- 3) (c) to implement the provisions of this Constitution and the By-laws.

8.4.2 The duties of the Vice-Presidents include to act as deputies for the President and to exercise the President's duties in the absence of the President. The person elected to the position of Vice President one, shall be the Public Officer of the Association.

8.4.3 The duties of the Treasurer include:

- (a) to oversee the preparation and to present a profit and loss statement and balance sheet to every General Meeting and meeting of the Executive Committee; and
- (b) to oversee the preparation and present the Association's financial statements to the Annual General Meeting

#### **9. STANDING COMMITTEES**

9.1 The Executive Committee shall have the power to establish such Standing Committees as it thinks fit, each under the chair of a Member of the Executive Committee, or, subject to the directions of the Executive Committee, under the chair of such person to whom that officer thinks fit to delegate the role of chair.

9.2 There shall be a permanent Standing Committee to be known as the Membership Standing Committee, the duties and powers of which shall include:

- (a) the investigation of complaints against Members by consumers;
- (b) the verification and consideration of applications for membership of the Association;
- (c) overseeing the implementation of the By-Laws and applicable codes of conduct; and
- (d) overseeing the compliance with and observation of clauses 6.3 to 6.7 (inclusive) of this Constitution.

9.3 Such Standing Committees shall consist of a Chairperson and such other Members or their duly authorised representatives as are nominated and duly appointed by the Executive Committee.

9.4 Such Standing Committees shall meet as often as required and their role shall be to advise and make recommendations to the Executive Committee. They shall have no powers to act on their own account unless so authorised in writing by the Executive Committee. Such Standing Committees' recommendations shall be conveyed to the Executive Committee in writing and the Executive Committee shall be empowered to accept or reject these recommendations as it sees fit.

9.5 Officers of such Standing Committees will cease to hold office at the Annual General Meeting or earlier if and when the Standing Committee's function has been fulfilled.

9.6 The Executive Committee may, at the request of a Member or group of Members, set up a Divisional Committee, being a Standing Committee whose function is to represent and act in the interests of, and consider issues relevant to, Members operating within a particular geographical area or industry group.

## **10. CHAIR OF MEETINGS**

- 10.1 At every General Meeting of the Association the President, and in the absence of the President, a Vice President, and then in the absence of a Vice-President, an ordinary officer of the Executive Committee shall be appointed to chair the General Meeting.
- 10.2 All persons chairing any General Meeting or any meeting of the Executive or a Standing Committee shall have a deliberative and in the event of equality of votes, a casting vote.

## **11. QUORUM AND MINUTES**

- 11.1 At the Annual General Meeting, General Meetings and any Special General Meeting of the Association a quorum shall be 25 Members present and entitled to vote.
- 11.2 At any Executive or Standing Committee meeting, a quorum shall be 50% of the officers of such committee, in addition to the Chairperson of the Meeting, present and entitled to vote.
- 11.3 The General Manager or the General Manager's nominee shall attend and be responsible for keeping Minutes of every General, Annual General or Special General Meeting and of every meeting of the Executive Committee or any Standing Committee.
- 11.4 The General Manager shall keep a Minute Book for each class of meeting in respect of which Minutes are required to be kept.
- 11.5 Any Member shall have access upon reasonable notice and during normal business hours, to Minutes of any General, Annual General or Special General Meeting, or any meeting of the Executive Committee or a Standing Committee.

## **12. FINANCE**

- 12.1 All monies received by the Association shall be banked in such bank or banks as the Executive Committee shall from time to time decide.
- 12.2 The Treasurer shall present to each meeting of the Executive Committee a statement of receipts and expenditure for the period to date of the month end immediately prior to the meeting and shall maintain at all times proper books of account.
- 12.3 The Treasurer must be a Member of the Association (and must not be a Member whose membership is suspended pursuant to this Constitution).
- 12.4 All cheques drawn on the Association's account shall be signed by the General Manager and an officer of the Executive Committee.
- 12.5 In the event that the General Manager cannot sign a cheque the Treasurer and an officer of the Executive Committee shall sign the cheque. Signatories to the Association's bank accounts may be any or all of the President, Vice-Presidents, Treasurer, the ordinary officers of the Executive Committee and the General Manager.
- 12.6 At the Annual General Meeting, the Treasurer will present a full financial statement and Balance Sheet duly audited by an auditor who shall have been appointed for the purpose at the previous Annual General Meeting. The auditor shall certify as to the correctness of the accounts and report to the Members at the Annual General Meeting. The auditor shall have right of access to all accounts, records, books and related information at least fourteen (14) days before the Annual General Meeting and may, conduct spot audits or progressive audits at any time.
- 12.7 The Association's financial year shall be from 1 January to 31 December in each year.
- 12.8 The income and property of the Association howsoever derived shall be applied solely towards the promotion of the objectives of the Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever by way of profit to the

Members, or relatives of Members provided that nothing herein shall prevent the payment in good faith of remuneration to any officer, consultant or servant of the Association and further provided that nothing herein shall prevent the payment in good faith of remuneration to any officer or servant of the Association, or to any Member in consideration of any services actually rendered to the Association, or reasonable and proper rent for premises let by any Member, or interest on current bank overdraft rate on money lent.

### **13. AUDITOR**

13.1 The position of Auditor shall be held by a qualified Auditor appointed at the Annual General Meeting in accordance with clause 7.2 of this Constitution.

13.2 In the case of a casual vacancy, the Executive Committee shall appoint a person to the position of Auditor, being a person selected by the Executive Committee in its discretion but subject to the requirement of clause 13.4.

(b) 13.3 The person appointed as Auditor shall hold that office until the next Annual General Meeting.

(c) 13.4 The Auditor must not be a Member of the Association.

13.5 The Auditor shall audit the financial statements of the Association for presentation at each Annual General Meeting.

### **14. GRIEVANCE AND DISPUTES**

#### **Grievance and disputes procedures**

14.1 This clause applies to disputes between –

- (a) a member and another member; or
- (b) a member and the Committee.

14.2 Within 14 days after the dispute comes to the attention of the parties to the dispute, they must meet and discuss the matter in dispute, and, if possible, resolve the dispute.

14.3 If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days after the meeting, hold another meeting in the presence of a mediator.

14.4 The mediator must be –

- (a) a person chosen by agreement between the parties; or
- (b) in the absence of agreement –
  - (i) for a dispute between a member and another member – a person appointed by the Committee; or
  - (ii) for a dispute between a member and the Committee – a person who is a mediator appointed or employed by the department administering the Act.

14.5 A member of the Association can be a mediator.

14.6 The mediator cannot be a party to the dispute.

14.7 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

14.8 The mediator, in conducting the mediation, must –

- (a) give the parties to the mediation process every opportunity to be heard;
- (b) allow due consideration by all parties of any written statement submitted by any party; and
- (c) ensure natural justice is accorded to the parties to the dispute throughout the mediation process.

14.9 The mediator must not determine the dispute.

14.10 If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

## **15. VOTING**

- 15.1 Unless otherwise specified in this Constitution, voting for the election of office holders at all General and Special General Meetings and Executive or Standing Committee meetings shall be by secret ballot of those Members present and entitled to vote.
- 15.2 At the Annual General Meeting voting for all office holders shall be by secret ballot unless there is only one nominee for each position to be filled, in which case the nominee will automatically be endorsed without the need for a vote to be held.
- 15.3 At all General, Annual General or Special Meetings or Executive or Standing Committee meetings of the Association voting (other than for the election of office holders) shall be by a show of hands but secret ballots may be used if so resolved by the Members present and entitled to vote.

## **16. EMPLOYMENT OF STAFF**

- 16.1 The Executive Committee shall be empowered to employ staff upon such terms as it sees fit provided always that it complies with minimum requirements imposed by law from time to time.
- 16.2 Such staff shall be responsible to the General Manager and shall carry out such duties and instructions as the General Manager may from time to time decide.
- 16.3 The Executive Committee may delegate on such terms as it thinks fit for the employment of staff to the General Manager.
- 16.4 The General Manager shall report to the Executive Committee and all other subordinate staff shall report to the General Manager.
- 16.5 No Member or officer (whether honorary or otherwise) or duly authorised representative of a Member, employee or servant of the Association shall be liable:
  - a) for the act, omission or default of any other Member, officer, employee or servant of the Association;
  - b) for any loss or expense incurred by the Association as a result of deficiency in title to any property or rights acquired by order of the Association;
  - c) for the insufficiency of any security in or upon which any of the monies of the Association are for the time being invested;
  - d) for any loss or damage arising from bankruptcy, insolvency or tortious act of any person with whom any monies, securities or effects of the Association have been deposited;
  - e) for any loss occasioned by an error of judgement, omission, default or oversight on that person's part; or
  - f) for any loss, damage or misfortune whatsoever which may occur whilst that person is performing the duties of his or her office and in relation thereto, unless the same shall have occurred through his or her own wilfulness or recklessness.

## **17. ALTERATIONS TO THIS CONSTITUTION**

- 17.1 Alterations to this Constitution may only be made by a two thirds majority of those present and entitled to vote at an Annual General Meeting or Special General Meeting called for the purpose, provided that a Notice of Motion proposing such change shall be lodged with the President and circulated to Members not less than twenty-one (21) days prior to such meeting.

## **18. WINDING UP**

- 18.1 If the Executive Committee does not operate in accordance with the provisions of this Constitution for a period of not less than three months, any officer of the Executive Committee or any of the Full or Honorary Life Members of the Association may call an Special General Meeting (and the provisions in this clause for the calling of an Special General Meeting shall be in addition to the other provisions in this Constitution for the calling of an Special General Meeting), and the Members at such meeting shall be empowered to:
  - (a) elect a new Executive Committee; or
  - (b) by a majority of those Members present and entitled to vote and voting, to wind up the affairs of the Association.

18.2 Should the Association be wound up or dissolved either under the provisions of this clause or under any other provision of law relating to the winding up or dissolution of the Association and if there shall be remaining after satisfaction of all of its debts and liabilities any property whatsoever, with the exception of prescribed property, the same shall be given or transferred to another non-profit institution or association having objectives similar to this Association.

18.3 A Member is not liable to contribute towards the payment of debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association.

## **19. COMMON SEAL**

19.1 This Association shall have a Common Seal which shall be in such form as is approved by the Executive Committee.

19.2 The Common Seal shall be held by the person or persons appointed for that purpose at the Annual General Meeting.

19.3 The Common Seal shall not be affixed to any document without a resolution to that effect having been duly passed by the Executive Committee. The affixing of the Common Seal to any document shall be witnessed by any two officers of the Executive Committee.

19.4 The Executive Committee shall keep a register detailing those occasions when the Common Seal is used.

## **20. BY-LAWS**

20.1 The Association at its Annual General Meeting or a Special General Meeting called for that purpose shall have the power to enact By-Laws and to amend, replace or vary those By-Laws from time to time.

## **21. COMMENCEMENT**

21.1 This Constitution and any By-Laws enacted from time to time and any amendments thereto shall be deemed to take effect immediately upon the passing of the resolutions adopting them at the Annual General or Special General Meeting called for that purpose.

### **By-Laws**

Adherence to these By-laws and the principles of professional conduct and ethics contained in these By-Laws signifies competence, fair dealing and high integrity.

Failure to adhere to these principles may subject a Member to disciplinary action, as set forth in the Association's Constitution and these By-Laws.

Where a term used in these By-Laws is defined in the Constitution of the Association, that term shall have the meaning ascribed to it in the Constitution of the Association, unless a contrary intention is expressed.

### **By-Law 1**

#### **(a) Members' Relations With Consumers**

1. Members shall, where possible, inform their customers of pertinent facts concerning tours, transportation, accommodation or other tourist services offered to consumers.
2. Members shall be factual and accurate when called upon to give information to a consumer.
3. Members shall keep their employees informed in an accurate and timely manner of all alterations to their services.
4. Members shall endeavour to eliminate any practices which could be damaging to consumers or to the dignity and integrity of the tourist industry.
5. Members shall consider every transaction with a customer to be confidential unless the person authorises disclosure or such disclosure is required by law.
6. Members shall avoid misleading and doubtful superlatives in their advertising. Phrases such as "our services are free" or "it costs not more" or words of similar import should not be used unless such statements are true and complete statements.
7. Members should advise their customers in writing, prior to the time initial payment is made for any booking, about cancellation policies and any service charges incurred upon cancellation.

## **(b) Members' Relations With Other Service Providers**

1. Members shall implement the best practice sales techniques and fair dealing according to fair, objective and impartial representation of other service providers which that member may from time to time represent.
2. Members shall not attempt in any illegal manner or through actions or means violate the policies of other service providers to influence the employees of other service providers for the purpose of securing preferential consideration in the assignment of space or for any other purpose.
3. In the event of a complaint or grievance to a Member by a customer against another service provider, Members should, as a first step, notify the service provider so that the service provider has the opportunity to resolve the matter.
4. Members should share with other Members the lessons of their experience and study which will improve the professionalism, competence and service of all of those who operate within the tourism industry.
5. Members should conduct their business so as to try and avoid conflict or disputes with other Members. In the event of a conflict or dispute between Members that does not appear to be able to be resolved by those Members, such conflict or dispute shall be referred to the Association for mediation or arbitration, where appropriate.
6. If an opinion is sought about a competitor, Members shall render it with professional integrity and courtesy.
7. Members shall not deliberately interfere or induce the cancellation of a sale made by another Member or otherwise seek to induce a customer to break a contractual obligation.
8. Members shall not take advantage of the former affiliation of a new employee by use of unauthorised lists or records which may accompany the employee.
9. When a written complaint is lodged against a Member, the Member shall, upon notification of the complaint, co-operate with an inquiry initiated by the Association.
10. Members should encourage and promote membership of the Association so that the entire tourism industry and the public benefit from the training, experience and high standards of Members.

## **By-Law 2**

### **CONDUCT OF MEMBERS**

Members shall at all times abide by and observe the Constitution of the Association and these By-Laws, and any codes of conduct made or promulgated by the Association.

Failure of a Member to abide by the Constitution, By-Laws and any codes of conduct and ethics shall render a Member liable for disciplinary action as specified in By-law 4.

The Members acknowledge and agree that disciplinary powers in relation to Members are conferred on the Executive Committee in accordance with clause 8 of the Constitution and shall be dealt with in accordance with these By-laws.

## **BY-LAW 3**

### **ADVERTISING AND PROMOTION OF PRODUCTS**

As a general rule, any person who is not a Member shall not be permitted to advertise in the Association's publications and visitor information bays and booths.

Applications to advertise in the Associations' publications and visitor information bays and booths shall be in writing and sent to the Association's registered office. The Executive Committee may accept or reject such applications.

Brochures or other forms of advertising to be displayed in the Association's publications and visitor information bays and booths are required to be lodged at the Association's registered office.

## **BY-LAW 4**

### **RESOLUTION OF DISPUTES AND DISCIPLINARY ACTION**

#### **Section 1 Resolution Of Consumer Disputes**

- a) Members will attempt to resolve any consumer or non-Member disputes with tourist suppliers who may be involved. Members will assist in efforts to mediate consumer or non-Member disputes and attempt to arrive at solutions which are satisfactory to all concerned.
- b) The Association shall arrange for arbitration, in accordance with the Association's arbitration procedures, of consumer disputes which cannot otherwise be resolved. Members are required to comply with binding arbitration of consumer disputes when arbitration is requested by either party and when all previous efforts to resolve the dispute in a reasonable time have not been successful.

#### **Section 2 Arbitration Of Disputes Between Members**

The Association will arrange for arbitration of disputes between Members when requested by the Member or Members involved. In these circumstances the Member or Members involved will be bound by the decision of such arbitration.

#### **Section 3 Causes For Enforcement Of Member Responsibilities**

If Members engage in one or more of the following actions, Members may be censured or their membership may be suspended for a period up to one year, in relation to some or all membership rights, or the Member's membership may be terminated, or the Members may have other appropriate action taken against them, for failure to abide by the following membership responsibilities:

1. Failure to comply with the Association's Constitution and any relevant codes of conduct;
2. Failure to comply with the Association's By-Laws;
3. Failure to continue to meet the requirements for membership of the Association;
4. Knowingly submitting false information on any membership application, application for advertising or any other Association document;
5. Finding of guilt in judicial or government proceedings for consumer fraud or for a felony;
6. Finding of liability in judicial or government proceedings for breach of contractual or fiduciary obligations to consumers or travel industry firms; or
7. Failure to comply with a decision of an arbitration hearing established by the Association to resolve conflicts or disputes.