

# APPENDICES

# **APPENDIX A**

## **LETTERS OF SUPPORT**



# SAVANNAH GUIDES



A.C.N. 055 771 054

HEAD OFFICE: 57 McLEOD STREET, CAIRNS  
P.O. BOX 6268, CAIRNS 4870, QUEENSLAND, AUSTRALIA  
PHONE: (070) 31 7933 FAX: (070) 317 939

9th May 1999

Wendy Hillman  
Department of Psychology & Sociology,  
Faculty of Special Sciences,  
James Cook University  
Townsville, QLD 4811

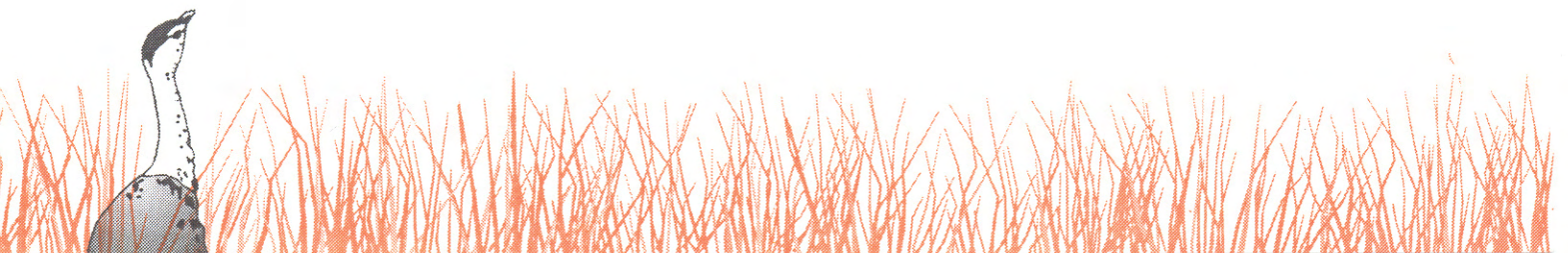
Dear Wendy,

This letter is to advise that at the last general meeting of Savannah Guides Ltd, held in Croydon on the 18<sup>th</sup> of April 1999, a resolution was carried approving your research project on Savannah Guides.

On behalf of Savannah Guides, we would like to thank you for taking an interest in our organisation and offer you the full assistance of the members at all times. We wish you well in your research and look forward to catching up with you at the next school in Katherine in October.

Kind Regards

Bram Collins  
Director  
Savannah Guides Ltd





# SAVANNAH GUIDES



A.C.N. 055 771 054

HEAD OFFICE: 57 McLEOD STREET, CAIRNS  
P.O. BOX 6268, CAIRNS 4870, QUEENSLAND, AUSTRALIA  
PHONE: (070) 31 7933 FAX: (070) 317 939

Wendy Hillman  
Postgraduate Student  
Department of Psychology and Sociology  
Faculty of Social Sciences  
James cook University  
TOWNSVILLE QLD 4811

16<sup>th</sup> August 99

Dear Wendy,

The Savannah Guides would like to express their support for studies towards your Doctorate of Philosophy on the Savannah Guides organisation. The thesis will examine ways in which Savannah Guides utilise ecotourism management practices whilst interpreting sites, stations and, as roving interpreters, throughout the Savannah region. The thesis will provide a basis for action to enhance the sustainability of the tropical savannahs.

At the last Savannah Guides General Meeting, held on the 18<sup>th</sup> April 99, it was recorded in the minutes that all agreed to allow your research on the Savannah Guides as a group, as enterprises and as individuals. We understand that there are three main themes to be investigated during the research as outlined below.

First is the theme of "Landscape Process", where the professional development of nature and culture based tourism will be investigated through association with Savannah Guides.

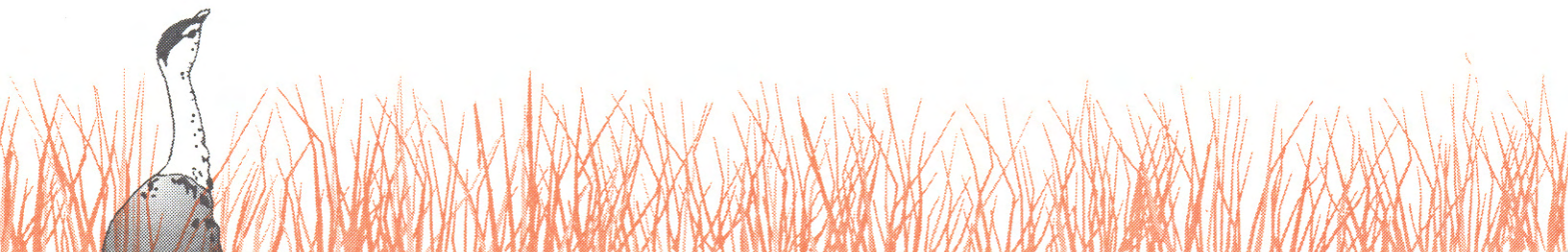
Second, the theme of "Ecosystem Management" will be investigated, involving the perceptions and processes of decision making by Savannah Guides, and an assessment of the value of the tropical savannah environment.

The last theme is "Human Capability Development", where activities are aimed at the improvement of awareness, education and training of Savannah Guides who manage, study and utilise tropical savannahs.

Again we would like to express our support for your research on the Savannah Guides.

Yours Sincerely,

Noeline Gross  
Secretary



## **APPENDIX B**

### **LETTER OF INTRODUCTION**

Ms Wendy Hillman  
School of Anthropology, Archaeology and Sociology  
Faculty of Arts, Education and Social Sciences  
Phone: (07) 4781 4714  
Fax: (07) 4781 4045  
Email: [Wendy.Hillman@jcu.edu.au](mailto:Wendy.Hillman@jcu.edu.au)

I am conducting a study of the Savannah Guides and the way they use ecotourism management as part of their daily routine and I would like to talk to you, as a member of the Savannah Guides Ltd., about this topic.

The purpose of the study is to examine the Savannah Guides on three different levels. At the individual level, at the enterprise level, which will involve talking about the place or enterprise organisation you work for and, at the overall organisational level, where the ethos and group logistics will be examined.

The interviews will focus on your ideas about ecotourism and how it is practised and managed while guiding and interpreting for tourist groups through specific sites in the tropical savannas. The interviews should take between thirty and sixty minutes. If, for any reason, during the course of the interview you wish to cease the interview you are free to do so. A requirement of conducting research as a member of a university is that the researcher guarantee anonymity. All identifying data will be removed from reports.

If you have any other queries please do not hesitate to bring them to my attention. Thank you for your participation.

Wendy Hillman  
BA(Hons), M Soc Sc, GCE(TT)  
Sociology

## **APPENDIX C**

### **INFORMED CONSENT FORM**



# JAMES COOK UNIVERSITY

TOWNSVILLE Queensland 4811 Australia Telephone: (07) 4781 4111

**PLEASE NOTE: THE INFORMED CONSENT FORM MUST BE PRESENTED TO THE HUMAN ETHICS SUB-COMMITTEE ON JCU LETTERHEAD/OR STATED IN THE ETHICS APPLICATION THAT THE RESEARCHER WILL PRESENT THE INFORMED CONSENT FORM TO PARTICIPANTS ON JCU LETTERHEAD**

## INFORMED CONSENT FORM

**SCHOOL :** *School of Anthropology, Archaeology and Sociology*

**PROJECT:** *PhD*

**CHIEF INVESTIGATOR:** *Wendy Hillman*

**CONTACT DETAILS:** *(07) 4781 4714, [Wendy.Hillman@jcu.edu.au](mailto:Wendy.Hillman@jcu.edu.au)*

**DETAILS OF CONSENT:**

***The participants in this study will be expected to answer questions asked of them by the researcher. Interviews will be audio taped, so I request permission to tape you. The research outcomes of the research will be used for my PhD thesis and for publication***

<b>CONSENT</b>	
The aims of this study have been clearly explained to me and I understand what is wanted of me. I know that taking part in this study is voluntary and I am aware that I can stop taking part in it at any time and may refuse to answer any questions.	
I understand that any information I give will be kept strictly confidential and that no names will be used to identify me with this study without my approval.	
<b>Name:</b> <i>(printed)</i>	
<b>Signature:</b>	<b>Date:</b>

**WITNESSED BY RESEARCHER OBTAINING CONSENT**

<b>Name:</b> <i>(printed) Wendy Hillman</i>	
<b>Signature:</b> <i>(Principal Investigator)</i>	<b>Date:</b>



## **APPENDIX D**

### **EXAMPLES OF OPEN ENDED QUESTIONS**

## QUESTIONS

How long have you been a Savannah Guide?

How did you hear about the Savannah Guides?

Why did you join the Savannah Guides?

What did you do before you joined the Savannah Guides?

What do you think about the training and subsequent levels of Savannah Guides and Site Interpreters?

What do you think about the accreditation process for Savannah Guides? Is peer group assessment appropriate?

What is the best thing about the Savannah Guide Schools?

Tell me about the place (site/station) you work for? How did you come to work there?

Why do tourists come to your particular site?

How do you tell tourists about the places you interpret for them? Is it a factual account? Is it in the form of story telling? Other?

Tell me about the different sorts of tourists you get on your tours? (Ages/nationality)

Tell me about your ideas of ecotourism? What is it? How do you practise it?

Tell me about good/bad tourist experiences you have had?

What are some of the pitfalls of being in the ecotourism industry?

Is it difficult being an owner/operator and running an ecotourism business which involves your family?

What sort of personal qualities are needed to be an ecotourism operator/Savannah Guide?

What type of restrictions are placed upon ecotourism operators as they travel across the tropical savannas of northern Australia?

How much effort is needed to develop a marketable and sustainable ecotourist product for the tourists?

Do you think joint marketing within the Savannah Guides is worthwhile? In other words, has advertising been effective?

What about pricing policies? Is there a lot of undercutting in the industry?

Do you have any qualifications along the ecotourism lines? Or, any other qualifications at all?

How do you make sure your tour group looks after the environment on your tours?

What sort of sustainable management practices do you use on a tour or, at your site/station?

What is/are the length/s of time of your tours?

## **APPENDIX E**

### **TABLE OF ECOTOUR GUIDE DEMOGRAPHICS**

**TABLE E.1****Ecotour Guide Demographics**

<b>NAME</b>	<b>Gender</b>	<b>Business Status</b>	<b>Education Level</b>	<b>Accredited Level</b>
Guide 1	Female	Employer	Tertiary	Site Interpreter
Guide 2	Male	Tour Operator	Secondary	Roving Interpreter
Guide 3	Male	Tour Operator	Tertiary	Site Interpreter
Guide 4	Male	Tour Operator	Secondary	Savannah Guide
Guide 5	Male	Tour Operator	Secondary	Savannah Guide
Guide 6	Male	Tour Operator	Tertiary	Savannah Guide
Guide 7	Male	Freelance Guide	Secondary	Savannah Guide
Guide 8	Female	Tour Operator	Tertiary	Site Interpreter
Guide 9	Male	Employee	TAFE	Savannah Guide
Guide 10	Male	Employee	TAFE	Savannah Guide
Guide 11	Male	Employee	Secondary	Site Interpreter
Guide 12	Male	Tour Operator	Secondary	Site Interpreter
Guide 13	Female	Employee	TAFE	Site Interpreter
Guide 14	Male	Tour Operator	Secondary	Savannah Guide
Guide 15	Male	Employee	TAFE	Roving Interpreter
Guide 16	Female	Tour Operator	Tertiary	Site Interpreter
Guide 17	Male	Freelance Guide	TAFE	Savannah Guide
Guide 18	Male	Employee	Secondary	Savannah Guide
Guide 19	Female	Employee	Secondary	Site Interpreter
Guide 20	Male	Tour Operator	Secondary	Savannah Guide
Guide 21	Male	Honorary Guide	Secondary	Honorary Guide
Guide 22	Male	Tour Operator	Tertiary	Roving Interpreter
Guide 23	Male	Freelance Guide	Secondary	Savannah Guide
Guide 24	Female	Employee	TAFE	Savannah Guide
Guide 25	Male	Employee	TAFE	Site Interpreter
Guide 26	Female	Tour Operator	Secondary	Site Interpreter
Guide 27	Male	Employee	TAFE	Site Interpreter
Guide 28	Male	Tour Operator	Tertiary	Roving Interpreter
Guide 29	Male	Tour Operator	Secondary	Site Interpreter
Guide 30	Male	Tour Operator	Tertiary	Roving Interpreter
Guide 31	Female	Employee	Tertiary	Savannah Guide
Guide 32	Male	Employee	Secondary	Site Interpreter
Guide 33	Male	Tour Operator	Tertiary	Savannah Guide
Guide 34	Male	Employee	TAFE	Savannah Guide
Guide 35	Male	Tour Operator	Secondary	Savannah Guide
Guide 36	Male	Employee	Secondary	Savannah Guide
Guide 37	Male	Tour Operator	Secondary	Savannah Guide
Guide 38	Male	Employee	Secondary	Savannah Guide
Guide 39	Female	Employee	Tertiary	Savannah Guide

## **APPENDIX F**

### **SAVANNAH GUIDE CONSTITUTION**

# **SAVANNAH GUIDES LIMITED**

Company Limited by Guarantee and not  
having a Share Capital



## **CONSTITUTION**

September 1999

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### **ADDENDUM**

Amended Clauses & Articles



Corporations Law  
Company Limited by Guarantee  
and not having a Share Capital

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MEMORANDUM OF ASSOCIATION

OF

SAVANNAH GUIDES LIMITED

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1. The name of the Company (hereinafter called "The Company") is **SAVANNAH GUIDES LIMITED**
2. The objects for which the Company is established are:-
  - (a) To acquire and take over all of the assets, undertaking and liabilities of the present unincorporated association known as "Savannah Guides"
  - (b) *Clause (b) was amended 3 September 1998 to incorporate the following clauses (refer Addendum for the previous wording):*
    - i. To promote and foster the development of diverse nature and culturally based tour guide enterprises which embrace ecologically sustainable tourism principles and actively participate in the protection and conservation of natural and cultural resources within Savannah Guides' designated area of operation.
    - ii. To protect and promote the heritage, customs and unique values of people living within Savannah Guides' designated area of operation.
    - iii. To facilitate the marketing of tour guide enterprises within the Savannah Guides' network that have satisfied the mandatory entry requirements as so determined by the Joongai from time to time.
    - iv. To encourage the study and practice of ecologically sustainable tourism principles in sensitive environments and to improve and elevate the general and technical knowledge of the environment by persons guiding or intending to engage in the guiding profession.

- v. To manage and deliver programs and projects that enhance the protection and conservation of natural and cultural resources within Savannah Guides' designated area of operation.
  - vi. To promote, implement and attain "Best Practice" standards in the provision and delivery of tourism services throughout the Savannah Guides network.
  - vii. To provide for the delivery of training that is designed to elevate the practice of tour guiding by increasing the knowledge and skills of persons guiding or intending to engage in the guiding profession.
  - viii. To test by peer group assessment, formal examination or otherwise the competence and appropriateness of persons guiding or intending to engage in the guiding profession.
- (c) To subscribe to become a member of and co-operate or affiliate with any other club, association or organisation whether incorporated or not whose objects are altogether or in part similar to those of the Company provided that the Company shall not subscribe to or support with its funds any club association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of Clause 3 of this Memorandum.
  - (d) To purchase take on lease or in exchange hire and otherwise acquire any lands buildings easements or property real or personal and any rights or privileges which may be requisite for the purposes of or capable of being conveniently used in connection with any of the objects of the Company.
  - (e) To enter into any arrangements with any government or authority local or otherwise that may seem conducive to the Company objects or any of them; and rights privileges and concessions which the Company may think is desirable to obtain; and to carry out exercise and comply with any such arrangements rights privileges and concessions.
  - (f) To appoint employ remove or suspend such managers clerks secretaries servants workmen and other persons as may be necessary or convenient for the purposes of the Company.
  - (g) To establish and support or aid in the establishment and support associations institutions superannuation funds trusts and conveniences calculated to benefit employees or past employees of the Company or the dependants or connections of any such

persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects or for any public general or useful object.

- (h) To invest and deal with the money of the Company not immediately required in such a manner as may be permitted by law for the investment of trust funds.
- (i) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Company's property (both present and future) and to purchase redeem or pay off any such securities.
- (j) To make draw accept endorse discount execute and issue promissory notes bills of exchange bills of lading and other negotiable or transferable instruments.
- (k) In furtherance of the objects of the Company to sell improve manage develop exchange lease dispose of turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (l) To take or hold mortgages liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price of any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchasers and others.
- (m) To take any gift of property whether subject to any special trust or not for any one or more of the objects of the Company.
- (n) To take such steps by personal or written appeals public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations annual subscriptions or otherwise.
- (o) To print and publish any newspapers periodicals books or leaflets that the Company may think desirable for the promotion of its objects.
- (p) In furtherance of the objects of the Company to amalgamate with any companies institutions societies or associations having objects altogether or in part similar to those of the Company and

which shall prohibit the distribution of its or their income or property among its or their members to an extent at least as great as that imposed upon the Company under or by virtue of Clause 3 of these Memorandum of Association.

- (q) Furtherance of the objects of the Company to purchase or otherwise acquire and undertake all or any part of the property assets liabilities and engagements of any one or more of the companies institutions societies or associations with which the Company is authorised to amalgamate.
  - (r) In furtherance of the objects of the Company to transfer al or any part of the property asset liabilities and engagements of the Company to any one or more of the Companies institutions societies or associations with which the Company is authorised to amalgamate.
  - (s) To make donations for patriotic or charitable purposes.
  - (t) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company.
3. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of 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 of the Company. Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any director officer or servant of the Company or to any member of the Company or to any member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding interest at the rate for the time being charged by Bankers in Cairns for overdrawn accounts on money lent or reasonable and proper rent for premises demised or let by any member to the Company.
4. The liability of the members is limited.
5. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member or within one year after he ceases to be a member for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding twenty dollars (\$20.00)

6. If upon winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 3 hereof such institution or institutions to be determined by the members of the Company at or before the time of dissolution and in default thereof such other judge of that court as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the aforesaid provisions then to some charitable object.
7. True accounts shall be kept of the sums of money received and expended by the Company and the matter in respect of which such receipt and expenditure takes place and of the property credits and liabilities of the Company; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force shall be open to the inspection of the members. Once at least in every year the accounts of the Company shall be examined and the correctness of the Balance Sheet ascertained by one or more properly qualified Auditor or Auditors.

8. The names, addresses occupations places and dates of birth of the subscribers are as follows and they shall be the first members of the Company:-

Full name of Subscriber	Address	Occupation	Date of Birth	Place of Birth
Leonard Morris	Agate Creek via Georgetown QLD 4871	Savannah Guide	23/11/45	Melbourne Victoria
John Jason Clark	310 Inaruwel St Kowanyama QLD 4871	Community Ranger	05/09/59	Mareeba QLD
Barry Joseph Kubala	Adels Grove Lawn Hill via Mt Isa QLD 4825	Resort Manager	21/08/45	Gore. N. Z.
Victor Gerald Collins	Lava Lodge Mt Surprise QLD 4871	Company Director	24/07/37	Cairns QLD
Peter Ernest Neven	Yaramulla Stn. Mt Surprise QLD 4871	Manager	12/09/50	Herberton QLD
Gerald Francis Lyons	Tallaroo Stn. Mt Surprise QLD	Property Owner	29/01/51	Charters Towers QLD
Bruce Edward Butler	Garland Street Mt Surprise QLD	Company Director	24/12/40	Tenterfield NSW
Tracy Ann Butler	Garland Street Mt Surprise QLD	Company Director	06/03/63	Cairns QLD

9. We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Dated this Thirteenth day of April 1992.

*On the hard copy each member listed above duly signed this document.*

CORPORATIONS LAW

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ARTICLES OF ASSOCIATION

OF

SAVANNAH GUIDES LIMITED

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Preliminary

1. In these presents unless there is something in the subject or context inconsistent therewith:

"The Law" means the Corporations Law.

"The Company" means the Company of which these are the Articles of Association.

"The Joongai" means the Committee of the Company who shall be Directors of the Company within the meaning of the Act.

"The Office" means the Registered Office for the time being of the Company.

"The Register" means the register of members to be kept pursuant to the Act.

"The Seal" means the common seal of the Company and includes any official seal of the Company.

"Month" means calendar month.

"Year" means the financial year of the Company.

"In writing" means written or printed or partly written and partly printed.

Words importing the singular number only include the plural and vice versa.

Words importing the masculine gender are unless the context otherwise requires to include the feminine gender.

Words importing persons include corporations.

2. (a) The profits (if any) and other income of the Company shall be applied to the promotion of the purposes for which its members are associated together that is to say its objects and the payment of any dividends or distribution of profits or income to or amongst the members of the Company is prohibited.

- (b) No member shall be entitled to any benefit or advantage from the Company which is not shared equally by every member thereof.

### Membership

3. The number of members is unlimited.
4. Each member shall be registered by number and a register of members of the Company for the time being shall be kept at the Registered Office of the Company.
5. No person under the age of eighteen years of age shall be admitted as an ordinary member of the Company.
6. The Membership of the Company shall comprise:
  - (a) ordinary members; and
  - (b) honorary members

### Ordinary Members

7. *Article 7 was amended 31 October 1998 to read as follows (refer Addendum for previous wording):*

Ordinary members of the company shall be separated into two categories:

- a) enterprise members; and
- b) individual members.

7(a) Enterprise Members

- i) Savannah Guide Station

A Savannah Guide Station is an enterprise, located within the Savannah Guides Limited's area of operation, that offers at or from its station a nature or culture based guided tour. The enterprise has acquired all necessary accreditation and contributes to the approved Savannah Guides Limited marketing plan at the primary level.

- ii) Savannah Guide Site

A Savannah Guide Site is a term for an enterprise, located within the Savannah Guides Limited's area of operation, that offers at or from its site a nature or culture based guided tour.



The enterprise has acquired all necessary Savannah Guides Site accreditation and contributes to the approved Savannah Guides Limited marketing plan at the secondary level.

iii) Savannah Guide Master Operator

A Savannah Guide Master Operator is an enterprise which conducts nature or culture based guided tours inter-region or intra-region within Savannah Guides Limited's area of operation. The enterprise has acquired all necessary accreditation and contributes to the approved Savannah Guides Limited marketing plan at the primary level.

iv) Savannah Guide Operator

A Savannah Guide Operator is an enterprise which conducts nature or culture based guided tours inter-region or intra-region within Savannah Guides Limited's area of operation. The enterprise has acquired all necessary accreditation and contributes to the approved Savannah Guides Limited marketing plan at the secondary level.

7(b) Individual Members

i) Savannah Guide

A Savannah Guide is a protector and master interpreter of the natural and cultural environment having an extensive knowledge of the flora, fauna, history, geography and geology relevant to the region containing their Savannah Guide Station or Site or their region of operation. The person has acquired all necessary accreditation, professional development and discipline to be a Savannah Guide and is an exemplary ambassador of the remote regions of northern Australia. The person is seen to be at the pinnacle of the guiding profession.

ii) Site Interpreter

A Site Interpreter embraces the principles of the Savannah Guides organisation with detailed knowledge and experience of the flora, fauna, history, geography and geology of their own Savannah Guide Station or Savannah Guide Site. The person has acquired all necessary accreditation to be a Site Interpreter but has yet to meet the training and professional development requirements necessary to be accredited as a Savannah Guide.

iii) Roving Interpreter

A Roving Interpreter embraces the principles of the Savannah Guides organisation with detailed knowledge and experience of the flora, fauna, history, geography and geology included in their tours or operational areas. The person has acquired all necessary accreditation to be a Roving Interpreter but has yet to meet the training and professional development requirements necessary to be accredited as a Savannah Guide.

### Social Members

8. *This Article was inserted in 3 September 1998.*

Enterprises or individuals seeking to be associated with Savannah Guides but are not in a position to meet the necessary entry or accreditation requirements can become a "Friend of Savannah Guides" as a social member and shall be bound by the rights and privileges for social members as so determined by the Joongai from time to time.

### Special Members

9. *This Article was inserted in 3 September 1998:*

Special membership can be extended to those who fully or partly own an enterprise or are involved in the management of an enterprise but have not previously been a Savannah Guide and are unlikely to be guiding due to managerial responsibilities or other business commitments.

### Honorary Members

10. (a) Honorary members may be admitted to the Company in the following manner:-

(i) A patron may be appointed by the Committee from time to time and the person so appointed shall be an honorary member of the Company;

(ii) The Committee may appoint, for a period not exceeding twelve months for any one appointment, any person to fill the following positions; and any person so appointed shall be an honorary member of the Company:-

(aa) An honorary financial adviser;

(bb) An honorary legal adviser;

*The following sub-articles were inserted 3 September 1998:*

- (cc) An honorary tourism adviser;
  - (dd) An honorary land management adviser; or
  - (ee) An honorary adviser as prescribed by the Joongai.
- (iii) A person who has successfully completed such course of training as may from time to time be prescribed by the Joongai under the direction of an ordinary member of the Company may be nominated by that member as an honorary member of the Company. The applicant and the member nominating the applicant shall complete an application in such form as may be from time to time be prescribed by the Joongai certifying that the applicant:-
- (aa) is over the age of eighteen (18) years;
  - (bb) has successfully completed such course of training as may from time to time be prescribed by the Joongai under the direction of the ordinary member nominating the applicant; and
  - (cc) is prepared to be bound by the Memorandum and Articles of Association of the Company and any rules, regulations or by-laws made thereunder.
- (b) Except as provided herein honorary members shall be entitled to exercise all the privileges of ordinary members of the Company.
- (c) The Committee shall have power to cancel the honorary membership of any person at any time and without assigning any reason therefor.
- (d) Honorary members shall not be entitled to vote at any meeting of the company or be elected as officers of the Company or to certify as to the qualifications of an applicant for membership or to nominate or second any candidate for membership.

### Members' Voting Rights

11. *This Article was inserted 3 September 1998.*

- (a) Only ordinary individual members shall be allowed to vote.
- (b) All ordinary individual members of Savannah Guides Limited shall have equivalent voting rights. Individuals with "Friends of Savannah Guides" status shall not have voting rights but Special Members, whose

enterprises have attained either Savannah Guide Station or Savannah Guide Master Operator status, shall.

- (c) Ordinary individual members can seek election to the Joongai provided they have been accredited as a *Savannah Guide*. Special Members may also seek election to the Joongai but only when their enterprise achieves either *Savannah Guide Station* or *Savannah Guide Master Operator* status, and providing they continue to attend Savannah Guide Schools as required.
- (d) Any existing individual members who no longer actively guide can retain their membership providing:
  - (i) they have previously guided within the Savannah Guides network for a period of no less than two years; and
  - (ii) they continue to attend Savannah Guide Schools as required.

#### Election of Members

- 12. (a) Every candidate for ordinary membership of the Company shall be proposed by one and seconded by another ordinary member of the Company. Every application for membership shall give the full name and the address and the occupation of the candidate and be signed by the candidate and his proposer and seconder and be in such form as the Joongai shall from time to time require.
  - (b) Every candidate for honorary membership eligible under Regulation 10(a)(iii) hereof shall be proposed by the ordinary member under whom the candidate completed the requisite course of training. Every application for honorary membership shall give the full name and the address and occupation of the candidate and be signed by the candidate and his proposer and be in such form as the Joongai shall from time to time require.
  - (c) Every nomination for ordinary or honorary membership shall be lodged with the Secretary together with the Certificate referred to in Regulation 7 (in the case of ordinary membership) or Regulation 10(a)(iii) (in the case of honorary membership).
13. The election of members shall be by the Joongai at a meeting or meetings duly convened. No application for membership shall be considered by the Joongai unless it is accompanied by tender of the amount of the entrance fee (if any) for the particular class of membership and the first annual subscription. The Joongai may reject any application for membership without assigning any reason for such rejection.
14. On the hearing by the Joongai of applications for membership the Secretary shall record in a book referred to as the "Members Admission Book" the time

and date of the meeting, names of the Joongai present and voting and the acceptance or rejection of the nomination.

15. (a) In the event of a proposal for membership being rejected the Secretary shall advise the applicant of such rejection.
- (b) Upon election to membership notice therefore shall be given to a member by the Secretary and the member shall thereupon become bound by these articles.
16. Every member at the time of enrolment shall inform the Secretary in writing of his private address, and shall from time to time inform him in writing of any alteration thereof, and all notices required to be given if delivered at or posted to his last registered address.
17. The right and privileges of every member shall be personal to himself; they shall not be transferable by his own act or by the operation of law.
18. Any person who shall cease to be a member shall nevertheless remain liable for and shall pay to the Company all money which at the time of his ceasing to be a member may be due by him to the Company.

#### Fees

19. (a) The amount of the entrance fee (if any) and annual subscription (if any) payable by any class of members and all other matters pertaining thereto not by these Articles otherwise provided for shall be such as shall from time to time be prescribed by the Joongai.
- (b) All annual subscriptions shall be payable annually in advance or on such other terms as may be determined by the Joongai.
- (c) No member shall be entitled to cast his vote at any meeting of the Company or exercise the rights and privileges of a member unless his fees and/or levies and/or other charges (if any) have been paid in full.
- (d) All annual subscriptions shall become due and payable on the 1st day of July in every year.

#### Cessation of Membership

20. If the subscription of a member shall remain unpaid for a period of three calendar months after it becomes due, then the member automatically ceases to be a member and his name shall be removed by the Secretary from the register of members.
21. A member may at any time by giving notice in writing to the Secretary resign his membership of the Company but shall continue liable for any annual subscription and all arrears due and unpaid at the date of his resignation for all other monies due by him to the Company and in addition for any sum not

exceeding twenty dollars (\$20.00) for which he is liable as a member of the Company under Clause 5 of the Memorandum of Association of the Company.

22. If any member shall refuse or neglect to comply with the provisions of the Memorandum of Association and Articles of Association or the by-laws rules or regulations of the Company or if any member shall in the opinion of the Committee be guilty of any conduct deemed by the Committee to be unbecoming of a member or prejudicial to the interest of the Company such member may be expelled or suspended (for such period as the Joongai may think fit) by resolution of the Joongai and such resolution need not state the facts grounds or opinions upon which it is based PROVIDED:-
- (a) That at least seven (7) days before the meeting of the Joongai at which such resolution is passed the member concerned shall have been notified in writing of such proposed meeting and of what is alleged against him and requested to be present at the meeting and that he shall at such meeting and before such resolution is passed have had an opportunity of giving orally or in writing any explanation or defence, he may think fit; and
  - (b) That at least seven (7) days written notice of the meeting to consider the case of a member under this Article shall be given to the members of the Joongai and that the notice convening the meeting shall state that the case of the particular member and the question of his membership are to be considered.
23. Should a member incur any debt to the Company (which debt is not covered by the provisions of Article 20 hereof) and fail to discharge such debt upon request in writing such member may by resolution of a meeting of the Joongai be suspended or expelled from membership provided that before so resolving the Joongai shall give the member concerned due notice of its intention to take such course. The provisions of Article 21 shall not apply to any action under this Article.

### Area of Operation

24. *This Article was inserted 3 September 1998:*

The area of operation for Savannah Guides Limited includes all parts of Australia incorporated in the bio-regional definition of tropical savannas. Accordingly, the area of operation is described as follows:

Northern boundary: Northern Australian coastline.

Eastern boundary: East Cape York coastline, but excluding wet tropic regions between Cooktown and Townsville, extending south to Mareeba, Charters Towers and then to Emerald and across to Blackall.

Southern boundary: Blackall, then north-west to Longreach and Boulia, along the northern edges of the Tanami Desert, across to Halls Creek and along the northern edges of the Great Sandy Desert and Pilbara region.

Western boundary: North-western Australian coastline south to Port Hedland.

The area of operation, at the discretion of the Joongai, can also be extended into bio-geographical regions abutting the southern boundary to incorporate nature and culturally based tours of significance which are located in these regions but are seeking to be part of the network.

### General Meetings

25. A General Meeting termed the Annual General Meeting shall be held not later than the 31st day of October in each year subject always to the provisions of the Law. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
26. The President or two members of the Joongai may whenever he or they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on requisition as provided for by the Law or in default by the requisitionists as provided for by the Act.
27. Subject to the provisions of the Law relating to special resolutions and agreements for shorter notice ten days notice at the least (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day for which notice is given) specifying the place the day and hour of meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Company.
28. All business shall be special that is transacted at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting with the exception of the consideration of the Accounts Balance Sheets and the report of the Joongai and Auditors the election of officers and other members of the Joongai in the place of those retiring and the appointment and fixing of the remuneration of the Auditors.

### Proceedings at General Meetings

29. No business shall be transacted at any General Meeting unless a quorum of ordinary members is present at the time when the meeting proceeds to business. Save as is otherwise in these Articles provided a quorum shall be the lesser of:-

- (a) double the number of members of the Joongai plus one present in person and entitled to vote; or
- (b) two thirds of the members of the company present in person and entitled to vote.

For the purposes of this Article "member" includes a person attending as a proxy.

- 30. If within half an hour from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of members shall be dissolved; if any other case it shall stand adjourned to the same day in the next week at the time and place or to such other day and at such other time and place as the Joongai may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the ordinary members present (being not less than two) shall be quorum.
- 31. The President shall preside as Chairman at every General Meeting of the Company or if there is no president or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act as Vice-President shall be the Chairman or if a Vice-President is not present or is unwilling to act then the members shall elect one of their number to be Chairman of the Meeting.
- 32. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 33. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-
  - (a) By the Chairman;
  - (b) By at least five ordinary members present in person or by proxy;

Unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.



34. If a poll is duly demanded it shall be taken in such manner and either at one or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith.
35. An ordinary member may vote in person or by proxy or by attorney and on a show of hands every person present who is an ordinary member or a representative of a member shall have one vote and on a poll every ordinary member present in person or by proxy or by attorney or other duly authorised representative shall have one vote.
36. An ordinary member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote whether on a show of hands or on a poll by his Committee or by his trustee or by such other person as properly has the management of his estate and any such Committee trustee or other person may vote by proxy or attorney.
37. The instrument appointing a proxy shall be in writing (in the common or usual form) under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation either under seal or under the hand of an officer or attorney duly authorise. A proxy may but need not be a member of the Company. The instrument appointing a proxy shall be deemed to confer authority to demand or joint in demanding a poll.
38. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit: -

SAVANNAH GUIDES LIMITED

I \_\_\_\_\_ of \_\_\_\_\_ being a member of the abovenamed Company hereby appoint \_\_\_\_\_ or failing him \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote for me on my behalf at the \*Annual or Extraordinary General Meeting of the Company to be held on the \_\_\_\_ day of \_\_\_\_\_ and at any adjournment thereof.

Signature: \_\_\_\_\_

Signed this \_\_\_\_ day of \_\_\_\_\_

This form is to be used \* \_\_\_\_\_ in favour of \_\_\_\_\_ the resolution.  
 \_\_\_\_\_ against \_\_\_\_\_

\* Strike out whichever is not desired. (Unless otherwise instructed the proxy may vote as he thinks fit).

39. The instrument appointing a proxy and the power of attorney or other authority if any under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or any such other place within the State as is specified for that purpose in the notice convening the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
40. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed if no intimation in writing of such death or unsoundness of mind or revocation as aforesaid has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

### Joongai

41. The officers of the Company shall consist of the President and the Secretary.
42. The Committee of the Company shall be known as the Joongai and shall consist of the officers and four other members of the company.
43. At the first Annual General Meeting of the Company to be held after the 30th June 1993 and at the Annual General Meeting in every subsequent year one third of the members of the Joongai for the time being, or, if their number is not three or a multiple of three, then the number nearest one third shall retire from office. A retiring member of the Joongai is eligible for re-election.
44. The members of the Joongai to retire at an Annual General Meeting are those who have been longest in office since their election, but as between persons who became Directors on the same day, those to retire (unless they otherwise agree amongst themselves) shall be determined by lot.
- 44A. (1) The Company may at the meeting at which a member of the Joongai so retires, by resolution fill the vacated office by electing a person to that office.  
(2) If the vacated office is not so filled the retiring member of the Joongai shall, if offering himself for re-election and not being disqualified under the Law from holding office as a Director be deemed to have been re-elected unless at that meeting -
  - (a) it is expressly resolved not to fill the vacated office; or

- (b) a resolution for the re-election of that member of the Joongai is put and lost.
- 45. The election of Officers and other members of the Joongai shall take place in the following manner:-
  - (a) Any two ordinary members of the Company shall be at liberty to nominate any other ordinary member of the Company to serve as an officer or other member of the Joongai.
  - (b) The nomination which shall be in writing and signed by the member and his proposer and seconder shall be lodged with the Secretary at least fourteen days before the Annual General Meeting at which the election is to take place.
  - (c) Balloting lists shall be prepared (if necessary) containing the names of the candidates only in alphabetical order and each ordinary member present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.
  - (d) The President and Secretary shall be elected in that order before the election of the other members of the Joongai and the result of the election of each announced before any other election is proceeded with.
  - (e) In case there shall not be a sufficient number of candidates nominated for the Joongai those members of the Joongai who are nominated and elected may at their discretion fill up the remaining vacancy or vacancies.
- 46. Any person who is nominated for any office shall if not elected to that office be also eligible for election to any other office subject to his being duly qualified.
- 47. The Joongai shall have power at any time and from time to time to appoint any ordinary members to the Joongai to fill a casual vacancy. Any officer or other member of the Joongai so appointed shall hold office only until the next following Annual General Meeting.
- 48. The Company may by ordinary resolution remove any officer or other member of the Joongai (other than any one of the original Joongai members) before the expiration of his period of office and may by ordinary resolution appoint another person in his stead; the person so appointed shall hold office only until the next following Annual General Meeting.
- 49. The office of a member of the Joongai shall become vacant if the member:-
  - (a) Ceases to be a member of the Joongai by virtue of the Law;

- (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) Becomes prohibited from being a director of a Company by reason of any order made under the Law;
- (d) Becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (e) Resigns his office by notice in writing to the Company;
- (f) For more than three months is absent without permission of the Joongai from meetings of the Joongai held during that period;
- (g) Holds any office of profit under the Company; or
- (h) Ceases to be a member of the Company.

### Power and Duties of the Joongai

50. The business of the Company shall be managed by the Joongai who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not by the Act or by these regulations required to be exercised by the Company in general meeting subject nevertheless to any of these regulations to the provisions of the Act and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Joongai which would have been valid if that regulation had not been made. In particular but without derogating from the general powers hereinbefore conferred the Joongai shall have power from time to time:-

- (a) To appoint from among its members (or from members of the Company) Sub-Committees for any purpose whatsoever which from time to time it may think desirable and to delegate to any such Sub-Committee such powers as it may think fit and to revoke or alter any such appointment. Unless otherwise specified in the minutes of the Joongai appointing the Sub-Committee the quorum of all Sub-Committees shall consist of a majority of the members of such Sub-Committees. Any powers so delegated to it confirm to any regulations that may be imposed on it by the Joongai.
- (b) To make such by-laws rules or regulations not inconsistent with the Memorandum and Articles of Association of the Company as in the opinion of the Joongai are necessary or desirable for the proper control administration and management of the Company's affairs finances

interests effects and property and for the convenience comfort and well being of the members of the Company and to amend or rescind from time to time any such by-laws rules and regulations.

- (c) To enforce the observance of all by-laws rules or regulations by suspension from enjoyment of Company privileges or any of them of otherwise as the Joongai thinks fit.
- (d) To appoint from among its members any delegate or delegates to represent the Company for any purpose with such powers as may be thought fit.
- (e) To fix the maximum number of each class of members who may be admitted to the Company.
- (f) To caution any member who shall wilfully infringe any provisions of the Memorandum and Articles of Association or of the by-laws rules or regulations of the Company or who shall in the opinion of the Joongai be guilty either in or out of the Company premises of conduct unbecoming of as member or prejudicial to the interests of the Company.
- (g) To lease or mortgage all or any of the property rights or undertakings of the Company.
- (h) To determine who shall sign bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts or documents of the Company.
- (i) To purchase or otherwise acquire for the Company any property, leases, rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as they think fit. At their discretion to pay for any rights or property acquired by or services rendered to the Company either wholly or partially in cash or in debentures or other securities of the Company as may be agreed upon. Such debentures or securities may be either specifically charged upon all or any part of the property, assets, rights or undertakings of the company or not so charged.
- (j) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company for the time being, or in such manner as they may think fit.
- (k) To appoint and at their discretion remove or suspend such managers, secretaries, officers, clerks, agents or servants as they may from time to time think fit, and to determine their duties and conditions of employment and fix and pay their salaries or emoluments, and to require security in such instances and to such amounts as they think fit.

- (l) To accept from any member on such terms and conditions as shall be agreed a surrender of his rights and privileges in the Company.
- (m) To institute, conduct, defend, compound or abandon legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.
- (n) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (o) To make and give receipts, releases, and other discharges for money payable to the Company and for the claims and demands of the Company.
- (p) To execute in the name and on behalf of the Company in favour of any director or other person who may incur or be about to incur any personal liability, whether as principal or surety, for the benefit of the Company such mortgages of the Company property, present or future, as they think fit. Any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed upon.
- (q) To set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for preparing, improving and maintaining any of the property of the Company, and for such other purposes as the Joongai shall in its absolute discretion think conducive to the interests of the Company, and to invest the several sums set aside upon such investments as they may think fit, and from time to time deal with and vary such investments and dispose of all or any part thereof at their discretion for the benefit of the Company, and to divide the reserve funds into such funds as the Committee may think fit.
- (r) From time to time to make rules in relation to the Company, and at any time in like manner to annul or vary any rules so made, and all rules so made and for the time being in force shall be binding on the members of the Company, and shall have full effect accordingly; and it is expressly declared that the following shall be deemed to be rules in relation to the Company within the meaning of this clause, that is to say, rules:-
  - (i) As to the conditions on which persons shall hereafter be admitted to membership of the Company;
  - (ii) As to the entrance fees (if any) payable in respect of membership of the Company;
  - (iii) As to annual subscriptions payable by the members of the Company;

- (iv) As to honorary members;
- (v) As to the rights and privileges which shall be accorded to the members of all classes of the Company;
- (vi) As to the qualifications, restrictions and conditions which shall be attached to members of the Company;
- (vii) As to committees of directors in connection with the management of the Company, and as to the appointment, removal, qualifications, disqualifications duties functions, powers and privileges of members of such committees;
- (viii) As to arrangements with any other Companies or Associations for reciprocal concession or otherwise;
- (ix) As to suspension of membership;
- (s) To enter into all such negotiations and contracts, and receive and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company, as they may consider expedient for otherwise for the purposes of the Company.

(t) *This sub-article was inserted 3 September 1998:*

To notify all members of changes to the Company's by-laws, rules and regulations within 21 days of such amendments or alterations being authorised.

51. The Joongai shall cause minutes to be made in a book provided for that purpose:-

- (a) of all appointments of officers and servants;
- (b) of names of members of the Joongai present at all meetings of the Company and of the Joongai; and
- (c) of all resolutions and proceedings at all meetings of the Company and of the Joongai

Such minutes shall be signed by the Chairman of the Meeting at which the proceedings were held or by the Chairman of the next succeeding meeting.

### Proceedings of the Joongai

52. *The wording for Article 52 was altered on 3 September 1998 (refer Addendum for previous wording):*

The Joongai may meet altogether for the dispatch of business adjourn and otherwise regulate its meetings as it thinks fit provided that Joongai meetings shall be held at least once every three calendar months. The President by himself or two members of the Joongai may, at any time, and the Secretary shall on the requisition of two members of the Joongai summon a meeting of the Joongai.

53. Subject to these regulations questions arising at any meeting of the Joongai shall be decided by a majority of votes and a determination by a majority of the members of the Joongai shall for all purposes be deemed a determination of the Joongai. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.
54. A member of the Joongai shall not vote in respect of any contract or proposed contract with the Company in which he is interested or any matter arising thereout and if he does so vote his vote shall not be counted.
55. The quorum necessary for the transaction of the business of the Joongai shall be four (4).
56. The continuing members of the Joongai may act notwithstanding any vacancy in the Joongai but if and so long as their number is reduced below the number fixed by or pursuant to these regulations as the necessary quorum of the Joongai the continuing member or members may act for the purpose of increasing the number of members of the Joongai to that number or summoning a General Meeting of the Company but for no other purpose.
57. The President shall preside as Chairman at every meeting of the Joongai or if there is no President or if he is unable or unwilling or if at any meeting he is not present within ten minutes after the time appointed for holding the meeting the Vice-President shall be Chairman or if the Vice-President is not present or is unable or unwilling then the members may choose one of their number to be Chairman of the meeting.
58. A Sub-Committee appointed by the Joongai may elect a Chairman of its meetings; if no such Chairman is elected or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting the members present may choose one of their number to be Chairman of the meeting. The President shall ex-officio be a member of all Sub-Committees.
59. A Sub-Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and in the case of an equality of votes the Chairman shall have a second or casting vote.
60. All acts done by any meeting of the Joongai or of a Sub-Committee or by any person acting as a member of the Joongai shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Joongai or person acting as aforesaid or that the members



of the Joongai or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a member of the Joongai.

61. A resolution in writing signed by members of the Joongai representing not less than 75% of their total number for the time being entitled to receive notice of a meeting of the Joongai shall be as valid and effectual as if it had been passed at a meeting of the Joongai duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more members of the Joongai.

### Notices

62. Any notice may be served by the Company upon any member either personally or by sending it through the post in prepaid envelope addressed to such member at his address as entered in the register of members.
63. Any notice required to be given by the Company to members, or any of them, and not expressly provided for by these Articles shall be sufficiently given if given by advertisement.
64. Any notice required to be or which may be given by advertisement shall be advertised once in one Cairns daily newspaper, and such notice shall be deemed to have been served on the date on which the advertisement appears in the newspaper.
65. Any notice sent by post shall be deemed to have been served at the expiration of ten days after the letter containing the same is posted and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office.
66. (a) Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-
  - (i) Every member except honorary members;
  - (ii) The Auditor or Auditors for the time being of the Company.(b) No other person shall be entitled to receive notice of General Meetings.
  - (c) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings at any meeting.

### Accounts

67. The Joongai shall keep correct accounts and books showing, the financial affairs of the Company and the particulars usually shown in books of account

of a like nature and shall distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditor's Report thereon as required by the Act provided however that the Joongai shall cause to be made out and laid before each Annual General Meeting a profit and loss account and balance sheet made up to a date not more than four months before the date of the meeting.

68. The Joongai shall from time to time determine in accordance with Clause 7 of the Memorandum of Association at what times and places and under what conditions or regulations the accounting and other records of the Company shall be open to the inspection of members not being members of the Joongai and no member (not being a member of the Joongai) shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or by Clause 7 of the Memorandum of Association or authorised by the Joongai or by the Company in general meeting.

### Chapters

69. *This article was inserted 3 September 1998:*

The Joongai may from time designate any group of members to be a Chapter of the Savannah Guides network and the Committee of any such Chapter shall exercise the powers, authorities and discretions imposed on it by these Articles and any by-laws made from time and time by the Joongai.

### Alteration of Objects and Articles

70. *This article was inserted 3 September 1998:*

- (a) The objects and articles of the Company may be altered by a special resolution passed by a majority of not less than three-quarters of the total number of Company members present, in person or by proxy, and entitled to vote at the meeting. The proposed alteration must be specified in the notice of the general meeting in writing.
- (b) The Secretary of the Joongai shall, within fourteen days after the making of the alteration, lodge notification of the alteration with the Australian Securities and Investment Commission. The alteration shall not take effect unless and until approved by the Australian Securities and Investment Commission.

### Annual Report

71. The Directors shall lay before the Annual General Meeting a report as to the transaction and position of the Company and as to the amount (if any) which they propose to carry to the reserve fund, according to the provisions in that behalf hereinbefore contained. The report, statement and balance sheet shall be signed by the President or other director appointed for the purpose and countersigned by the Secretary.

### Audit

72. Once at least in every year the accounts of the Company shall be examined, and the correctness of the Statement and balance sheet ascertained by an Auditor or Auditors.
73. Auditors shall be appointed by the Company at the Annual General Meeting of the company.
74. The remuneration of the Auditor or Auditors shall be fixed by the Joongai. Any Auditor or Auditors quitting office shall be eligible for re-election.
75. The Auditors shall at all reasonable times have access to the books and accounts of the Company, and they may in relation thereto examine the Joongai members or other officers of the Company.
76. Every account of the Joongai when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after the removal thereof. Whenever any such error is discovered within that period the accounts shall forthwith be corrected and thenceforth be conclusive.
77. The Auditor or Auditors may be a member or members of the Company, but no persons shall be eligible as an Auditor who is interested otherwise than as a member of the Company in any transactions thereof, and no Joongai member or other officer shall be eligible during his continuance in office.
78. The Joongai shall forthwith fill up any casual vacancy occurring in the office of Auditor.
79. The Auditors shall be supplied with copies of the statement of income and expenditure and balance sheet twenty-one days at least before the meeting, to which such documents are to be submitted, and it shall be their duty to examine them with the accounts and vouchers relating thereto, and report to the General Meeting thereon.

### Seal

80. The Joongai shall provide for the safe custody of the seal which shall only be used by authority of the Joongai or of a Sub-Committee of members of the





ADDENDUM:

## Amended Clauses & Articles

### Memorandum of Association

Clause 2 (b) previously read:

To promote a high standard of tour guide services offered by tour guides throughout all areas of Northern Queensland and the Northern Territory.

### Articles of Association

Original wording of Article 7 was:

Every candidate for admission as an ordinary member of the Company shall be of good repute and shall have completed an application in the form prescribed by the committee certifying that he or she is:-

- (a) over the age of eighteen (18) years of age;
- (b) employed or customarily employed or operates as a tour guide or wishes to be employed or operate as a tour guide in the region in which the Company conducts its operations;
- (c) prepared to be bound by the Memorandum and Articles of Association of the Company and any rules, regulations or by-laws made thereunder.

Article 7 was also amended on 3 September 1998 to read as follows:

7 (a) Enterprise Member

i) Savannah Guide Station

A Savannah Guide Station is an enterprise which offers a guided tour and accommodation facilities or a guided tour only within Savannah Guides Limited's area of operation. A Savannah Guide Station should not be located within the precincts of a town or regional city unless they have a cultural and/or historical tour within that town's or regional city's precinct.

ii) Preferred Site

A Preferred Site is a term for an enterprise seeking Savannah Guide Station status but has yet to acquire all the necessary accreditation or not in a financial position to contribute to all expenditure involved in marketing the network.

iii) A Roving Operator

A Roving Operator can also be an enterprise based in a town or regional city within the Savannah Guides Limited's area of operation

but conducts guided safaris, nature or culturally related activities outside those towns' or regional cities' precincts.

iv) Preferred Operator

A Preferred Operator is an enterprise seeking Roving Operator status but has yet to acquire all the necessary accreditation or not in a financial position to contribute to all expenditure involved in marketing the network.

7(b) Individual Members

i) Savannah Guide

A Savannah Guide is a person who intimately knows the savanna environment. He / she is seen as a protector of this environment and is a wealth of knowledge in the fauna, flora, geology and history relevant to his / her region. He / she is an excellent communicator and a great ambassador for people who live within the regional and remote regions of northern Australia. He / she is seen as a person at the pinnacle of the guiding profession.

ii) Site Interpreter

A Site Interpreter is a person who embodies the qualities of a Savannah Guide but whose knowledge on the environment is generally limited to their own location and has yet to meet all the training and professional development requirements necessary to be accredited as a Savannah Guide. A Site Interpreter works for an enterprise which is either a Savannah Guide Station or a Preferred Site.

iii) Roving Interpreter

A Roving Interpreter is a person who embodies the qualities of a Savannah Guide but whose knowledge on the environment is generally limited to their own location and has yet to meet all the training and professional development requirements necessary to be accredited as a Savannah Guide. A Roving Interpreter works for an enterprise which is either a Roving Operator or a Preferred Operator.

Original wording of Article 52 (previously Article 48) was:

51. The Joongai may meet altogether for the dispatch of business adjourn and otherwise regulate its meetings as it thinks fit provided that Joongai meetings shall be held at least once every two calendar months. The President by himself or two members of the Joongai may, at any time, and the Secretary shall on the requisition of two members of the Joongai summon a meeting of the Joongai.