

Date Approved
by Committee

Signature of
Committee Member



THE PORT KEMBLA SKI CLUB LIMITED

A.C.N. 000 468 226
(Lysaght Alpine Club)

Date / /

FULL MEMBERSHIP WAITING LIST APPLICATION FORM

Full Name

Address

State

PostCode

Home Phone

Work Phone

Fax

Mobile

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Email

Occupation

Company

Tick the Relevant Boxes to indicate that:- I am 18yo or older.

I am the husband or wife or son or daughter of a present Full Member.

I stayed at the Club Lodge Illabunda at Perisher Valley during Winter on

 / /

I hereby apply to be placed on the Waiting List for Full Membership of the Port Kembla Ski Club Ltd. I have read the **General Information for persons on the Waiting List**. I have read the **Conditions annexed to Club Debentures**, and agree to those conditions. I will advise the Debenture Registrar of any changes to my contact details. I understand that the Club is not binding itself to offering me a Full Membership at any time in the future. I understand that I must agree to buy any Debenture on offer, or my name will be removed from the Waiting List.

Signature of Applicant

Date

 / /

NOMINATED BY (FULL MEMBER OF AT LEAST 2 YEARS STANDING)

The applicant whose signature appears above has been known to me personally for _____ years, and I regard him/her as suitable to become a Full Member.

Full Member (block letters) Debenture No. Signature of Full Member

<input type="text"/>	<input type="text"/>	<input type="text"/>
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SECONDED BY (FULL MEMBER OF AT LEAST 2 YEARS STANDING)

The applicant whose signature appears above has been known to me personally for _____ years, and I regard him/her as suitable to become a Full Member.

Full Member (block letters) Debenture No. Signature of Full Member

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Send completed forms to The Secretary, Port Kembla Ski Club

PO Box 1985, South Coast Mail Centre, NSW, 2521

Enquiries to Debenture Registrar, Mike Salon

3301/12-14 Neild Ave, Rushcutters Bay, NSW, 2011; Phone: 02-9380 7331; Fax: 02-8569 2326

Email: membership@illabunda.com.au



THE PORT KEMBLA SKI CLUB LIMITED

A.C.N. 000 468 226

(Lysaght Alpine Club)

WAITING LIST – GENERAL INFORMATION – 2017

Friends of Full Members of **The Port Kembla Ski Club Ltd** are able to apply to join the Club. The Club has exactly 100 Full Members, so there is a Waiting List for people wanting to join. Memberships are only allocated when a current member leaves. The Waiting List is normally “open”, although the Club retains the right to “close” it at any time – this can occur when the Waiting List is too long.

Please note that applicants have to be nominated and seconded by two current Full Members (each of at least two years standing with the Club) who have to support your nomination. When completed & nominated, send the form to the Club Secretary whose address appears below & on the form. Applicants must be aged 18 or older, and must have previously stayed at the Club’s lodge Illabunda on at least one occasion in Winter so that they are familiar with and accept the operational practices of our Club lodge. Until you have stayed at the Lodge in Winter, your application will be provisional, and you will not be offered a Membership.

In receiving the application form, the Club does not bind itself to offering you Full Membership at any particular point in time. The current procedure is that once the Club committee receives the completed application form, it is subject to the approval of the committee. Once the application is approved, the person is admitted to the Waiting List. Then, when a Membership becomes available, EVERYONE on the Waiting List is asked to buy it from the departing Member. The Membership goes to the person highest on the Waiting List who replies to this request agreeing to the relevant conditions and paying the required amounts.

Anyone on the Waiting List who does not reply to this request, or who declines to buy the Membership, is removed from the Waiting List. There is, however, nothing to stop you reapplying for the Waiting List provided the List is “open” at the time. Because you must reply to these notices, it is vital that you keep the Debenture Registrar up-to-date with your contact details. The Club will not be responsible if we send notices to old addresses when changes have not been notified.

Email is the Club’s preferred means of contact, so please provide an email address on your application, & keep it up-to-date. Persons on the Waiting List are provided with a username and password so they can login to the www.illabunda.com.au members’ area and change their contact details. It is your responsibility to do this.

To join, a transfer fee is payable to the departing member, and a joining & annual fee is payable to the Club. These fees are currently:-

Transfer Fee (to member)	\$12,180
Joining Fee (to Club)	\$310
Annual Fee (to Club)	\$330

Persons joining mid year are only required to pay a proportion of the Annual Membership Fee. Occasionally, the Club levies Members to cover special requirements. For example, in 2002, Members had to make a once-off payment \$150 to cover the National Parks Sewerage Levy applied to all leaseholders in Perisher Valley.

Members have the right to pass their Memberships on to specified immediate members of their family, but such family transfers still have to be approved by the Committee before they can proceed. With family transfers, people on the Waiting List are not asked if they are prepared to buy the Membership. But it is when the Membership is offered back to the Club to sell that the Waiting List is asked. There are normally only one or two transfers a year, so persons going on the Waiting List can expect a wait of several years.

Under Club rules, the Waiting List is prioritised strictly in order of acceptance of applications, except that husbands, wives or adult children of current Full Members are given priority. If you wish to claim this priority, please be prepared to show the Club documentary evidence of your relationship with the current Full Member.

The Club expects that people on the Waiting List will be regular guests at Illabunda Lodge. In this way, the prospective Members will be able to enjoy our facilities and will better appreciate the value of the Membership they are seeking. They will also get to know more Full Members and they are also welcome to volunteer to assist with the running of the Club, such as by contributing to Working Bees during summer. The Club expects Full Members to assist in this way.

Send completed Waiting List Application forms to:-

Secretary, Port Kembla Ski Club Ltd PO Box 1985 South Coast Mail Centre, NSW, 2521
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Please direct any enquiries about the Waiting List, including changes of contact details for people on the Waiting List to:-

Debenture Registrar, Port Kembla Ski Club Ltd Mike Salon 3301/12 Neild Ave, Rushcutters Bay, NSW, 2011 Phone: 02-9380 7331 Email: membership@illabunda.com.au
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The Port Kembla Ski Club Limited

INCORPORATED UNDER THE COMPANIES ACT 1961
AS A COMPANY LIMITED BY GUARANTEE

ACCOMPANYING CONDITIONS TO DEBENTURES OF \$1,500.00 EACH

This and the following pages are the conditions attached and referred to in and deemed to be part of the debenture in the sum of \$1,500.00 reissued by Port Kembla Ski Club Limited on 10th June, 2016

1. This debenture is one of a series of 100 like debentures of The Port Kembla Ski Club Limited ("the Club") which are issued for a principal sum of \$1,500.00.
2. The Club will keep a register of debentures and enter therein the issue of all transfers and changes of ownership of this debenture. Such register shall at all reasonable times during business hours be open to the debenture holder and their legal personal representatives or any authorised person authorised by the debenture holder.
3. (a) Except as hereinafter provided the debenture shall not be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
(b) If the registered debenture holder being a full member of the Club ceases to be a full member for any reason whatsoever then that event shall constitute the Committee the debenture holders agent for the sale of the debenture to a candidate for full membership of the Club. If the registered holder of a debenture intends to transfer the debenture he/she shall give notice to the Committee in writing and that notice shall in like fashion constitute the Committee the agent for the sale of the debenture to a candidate for full membership of the Club. The price to be paid for the debenture shall be agreed by the vendor and the Committee, or, in the case of difference at the price which the Committee in its absolute discretion shall certify in writing to be a fair selling value thereof being a price not less than the face value of the debenture.
(c) Upon the price being fixed as above mentioned the Committee shall forthwith invite the person (if any) first in priority to make application for full membership of the Club in accordance with the By-laws thereof made in that behalf to purchase the debenture at the price so fixed. If the person to whom the debenture is offered for sale as above mentioned refuses to accept the offer then the Committee shall invite the person (if any) next in priority as above mentioned to purchase the debenture and shall continue to make such invitations in like manner until a willing purchaser for the debenture is found or until the list of persons entitled to make application for full membership and to each of whom the offer has been made and refused is exhausted. Upon acceptance of such offer to sell the vendor shall be bound on payment of the said price to transfer the debenture to the purchaser. If the vendor makes default in so doing the Chairperson for the time being of the Committee or failing the Chairperson one of the Committee duly nominated by resolution of the Committee for that purpose shall forthwith be deemed to be the duly appointed attorney of the vendor with the full power to execute complete and deliver in the name and on behalf of the vendor a transfer of the debenture to the purchaser and the Committee may receive and give a good discharge for the purchase money on behalf of the vendor and enter the name of the purchaser in the register of members as holder by transfer of the said debenture.
(d) In the event of the debenture not being sold under paragraph (c) of this Clause within the period of forty two (42) days from the date of the event or the notice in writing referred to in paragraph (b) of this Clause the vendor may at any time thereafter transfer the debenture not so sold to any person at any price.
(e) Clauses (a), (b), (c) and (d) hereof shall not apply to a transfer to the spouse or a child of a debenture holder nor to a transfer by personal representatives to a legatee under the will of or to the persons beneficially entitled thereto upon the distribution of the estate of a deceased debenture holder provided such person or persons is or are a spouse, child or children of the deceased debenture holder provided that it is approved to the satisfaction of the Committee that the transfer bona fide falls within one of these exceptions.
4. On the death of a sole debenture holder their personal representatives shall be the only persons recognised by the Club as having any title to this debenture.
5. Any persons entitled to this debenture by reason of the death of the debenture holder may with the consent of the Club which it shall not be under any obligation to give, be registered as holder upon such evidence being produced as the Club may require.
6. The Club shall recognise and treat the debenture holder as the sole and absolute owner as alone entitled to receive and give effectual discharge for the moneys hereby secured and notice of any trust shall be entered

in the books of the Club against the title of the debenture holder and the Club shall not be affected by notice of any right title or claim of any person to this debenture other than the debenture holder.

7. The moneys hereby secured will be paid without regard to any equities between the club and the original or any intermediate holder hereof and the receipt of the debenture holder shall be a good discharge to the Club.
8. Any transfer of this debenture shall be in writing under the hand of the debenture holder and shall be delivered to and retained by the Club.
9. The Club shall be entitled at any time or from time to time during the currency of this debenture to repay to the debenture holder the whole or any portion (not being less at any one time than \$5.00) of the principal moneys and on every occasion on which the Club shall desire to make such payment as above mentioned it shall give notice to the debenture holder stating the amount it desires to repay in respect of this debenture and the time and place where the same will be repaid and requiring the debenture holder to attend at such time and place and produce this debenture in order that a memorandum of the payment may be placed thereon. At the time and place fixed the debenture holder must produce this debenture and upon payment of the amount specified in such notice a note of such payment (which shall if the Club requires be signed by the debenture holder) will be placed on this debenture which will thereupon be returned unless the payment completes the full amount of the principal moneys in which case this debenture will be retained by the Club.
10. The principal moneys hereby secured shall become immediately payable in any of the following events:
 - (a) If a distress or execution is levied on any part of the property or assets of the Club.
 - (b) If an order is made or a resolution passed for the winding up of the Club.
11. A meeting of debenture holders may be summoned at any time in the manner prescribed by the Club's Articles of Association or by the Committee of the Club or by the receiver.
12. A meeting of debenture holders so summoned shall have power by extraordinary resolution to enter into any agreement with the Club for compromising modifying or releasing any of the rights of the debenture holders against the Club and such resolution shall be binding on the whole body of debenture holders.
13. An extraordinary resolution for this purpose is a resolution passed at a meeting of debenture holders duly convened and held at which a clear majority in value of the whole of the debenture holders is present in person or by proxy and carried by a majority consisting of not less than three-fourths of the persons voting upon a show of hands or if a poll is demanded then by a majority consisting of not less than three-fourths in value of the votes given at such poll.
14. Any notice required to be given to the club hereunder may be served by leaving the same at its registered office or sending such notice through the post in a prepaid letter envelope or wrapper addressed to it as such office. Any notice required to be given to the debenture holder hereunder may be given to the debenture holder personally or by sending it through the post in a prepaid letter envelope or wrapper addressed to his or her last known address or by advertisement in some newspaper published in Sydney. Any notice given by post shall be deemed to have been served on the following day that on which the letter envelope or wrapper containing the same is posted and in proving such service it shall be sufficient to prove that the letter envelope or wrapper containing the notice was properly addressed and put into the post office. A certificate in writing signed by the secretary or other officer of the Club that the letter envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.
15. In these presents unless there be something in the subject or context inconsistent therewith words importing the singular number only include the plural number and vice versa.