

### Company information

Company Name:

Address:

Postal Address:

Telephone:

ABN:

Website:

### Contacts

#### Key Contact

Name:

Position Title:

Direct Phone:

Mobile:

Email:

#### Chief Executive Officer (or similar)

Name:

Position Title:

Direct Phone:

Mobile:

Email:

### Nominated voter

Please nominate one person from your organisation to exercise voting rights associated with your Membership

Name:

Position Title:

Direct Phone:

Mobile:

Email:

### Membership category

(choose only one)

Industry Member

Global Revenue: \$

Developer (approvals process started)

CAPEX: \$

Early Developer (Feasibility Stage)

Junior Explorer

Extractive

Revenue: \$

Service Member

No. of Staff in SA:

Associate (individual retired from industry or student/recent graduate to 25 years of age)

## Membership value proposition

In a few words, please indicate the primary reason your organisation chose to become a SACOME member.

## Company bio

Please provide an 80-word biography about your company for use in SACOME publications.

## SACOME committee nomination

Please indicate if you would like to nominate someone from your organisation to be a representative on one of SACOME's committees.

Name:  Energy & Petroleum      Email:  Mining & Extractives       Exploration & Development

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## Privacy statement

We collect your company and personal information in connection with our role as an industry association to process your application for membership and in providing information, advocacy, networking opportunities and other services. We may disclose your company and personal information to members of SACOME, event participants and other third parties when we consider this to be of benefit to you. By submitting the form, you consent to us using and disclosing your company and personal information for these purposes. A copy of our Privacy Policy is available on request.

## Signature

I have read and accept the Terms and Conditions overleaf.

Print Name:

Date:

Signature:

### Office use only

Industry Member      Level:      M/ship Fee:      \$

Service Member      Level:      M/ship Fee:      \$

Date Received:      Date Paid:      Logo Received:

## Terms & Conditions of Membership

### 1. Types of Membership

- 1.1 The Council or the CEO may admit a person (including a body corporate) who has applied or been nominated for membership and qualifies as an Industry Member or as a Service Industry Member.
- 1.2 The Council or the CEO may admit a natural person interested in the objects of SACOME, as an Associate Member.
- 1.3 The Council may admit any natural person connected with the industry as an Honorary Member for a specified term, whether living in or visiting South Australia; and upon whom the Council believes such distinction should be conferred.
- 1.4 Other than Honorary Members, all Members will pay subscription (membership) fees as determined by Council from time to time.  
1.5 All Members are able to be entitled to attend and take part in any or all discussions at a General Meeting of SACOME, however only currently financial Industry and Service Industry Members have voting rights attached to their membership. For clarity, Associate and Honorary Members are not voting members.

### 2. Nomination/Application

- 2.1 A application for membership of a person as an Industry Member, Service Industry Member, or Associate Member must:
  - (a) be made by the person in writing in the form approved from time to time by the CEO; and
  - (b) be lodged with the CEO.
- 2.2 As soon as practicable after receiving an application for membership, the CEO or Council will determine whether to approve or reject the application.
- 2.3 Where the Council or CEO determines to approve or reject an application or nomination for membership, the CEO must, as soon as practicable after that determination, give the nominee or applicant notice:
  - (a) of that approval or rejection; and
  - (b) if the CEO or Council has determined to approve the nomination or application, requesting it to pay within the period of 28 days after the date of that notice the sum payable as annual subscriptions.
- 2.4 The CEO must, on payment by the nominee or applicant of the amounts referred to in clauses 1.4 and 8, within the period referred to clause 2.3(b), enter the nominee's name in the Register of Members and, upon the name being so entered, the applicant becomes a Member.

### 3. Cessation of Membership

- 3.1 A person ceases to be a Member of SACOME if:
  - (a) the person resigns that membership;
  - (b) ceases to be qualified as a Member;
- 3.2 Examples where a person ceases to be qualified as a Member include, but are not limited to;
  - (a) the person fails to pay the person's annual subscription or other amount payable by the person to SACOME within 30 days after it has become due and payable and does not remedy that failure within 30 days of written notice from SACOME requiring the person to do so;
  - (b) the person becomes; wound up OR insolvent OR under administration OR enters into a compromise or arrangement with creditors;
  - (c) the person is precluded under Law from being a Member of SACOME, e.g. conviction of an indictable offence or any offence involving fraud or dishonesty punishable by imprisonment of not less than 3 months; or
  - (d) the person is expelled as a Member.
- 3.3 Cessation of membership does not relieve a Member of their liabilities to SACOME.

### 4. Rights of Members

- 4.1 A Member does not acquire any right, title or interest in any real or personal property of SACOME.
- 4.2 Rights to participate in discussion and vote are defined by the Constitution and summarized in clause 1, and its subsections, as above.
- 4.3 Each Member is entitled to:
  - (a) make use of the data, information, materials and facilities of SACOME;
  - (b) receive copies of any publication of SACOME;
  - (c) and attend functions of SACOME.
  - (a) The Council may from time to time determine that Members must pay a charge for the provision by SACOME of any of these or any other services to the Member.

- 4.4 A Member being a body corporate may appoint, remove and replace a representative to exercise all the rights, powers and privileges of the Member under SACOME's Constitution and the Associations Incorporation Act (SA). Written notice of any appointment, removal or replacement must be given to the CEO.

### 5. Entitlements not transferrable

- A right, privilege or obligation which a Member has by reason of being a Member:
- (b) is not capable of being transferred or transmitted to another person; and
  - (c) terminates upon cessation of the Member's membership, however the obligation to pay any unpaid amounts does not cease.

### 6. Resignation

- 6.1 A Member is not entitled to resign as a Member except in accordance with Section 9 of the Constitution, particularly that they have paid all amounts due to SACOME at the time of resignation.
- 6.2 A Member who has paid all amounts payable by the Member to SACOME in respect of the Member's membership may resign as a Member by giving written notice (being not less than 1 month) to the CEO and, upon the expiration of the period of notice, the Member ceases to be a Member
- 6.3 Where a Member ceases to be a Member, the CEO must make an appropriate entry in the Register of Members recording the date on which the Member ceased to be a Member.

### 7. Registers

- 7.1 The CEO must maintain a Register of Members.
- 7.2 The Register of Members is kept at the principal place of administration of SACOME & be open for inspection, free of charge, by any Member at any reasonable hour, in accordance with Law & SACOME's Constitution.

### 8. Subscriptions

- 8.1 Other than Honorary Members, all other Members must pay annual subscriptions according to categories and, if determined by Council, sub-categories, and any other factors, as determined by the Council from time to time.
  - (a) In such amounts and;
  - (b) based on such other factors, if any, as the Council determines from time to time and,
  - (c) in making any such determination in respect of Industry Members and Service Industry Members, the Council must also determine the number of votes that each category, and if applicable, sub-category, of membership carries on a poll or ballot.
- 8.2 The Council may raise other funds from Industry and/or Service Industry Members for any purposes of SACOME on such basis as is determined by the Council from time to time.
- 8.3 Subject to these Terms and Conditions, the Council and the Constitution of SACOME, subscriptions are payable in advance on the first day of the financial year (1 July).
- 8.4 Every Member admitted during any financial year is liable to pay only a pro rata share of the annual subscriptions of the whole of the relevant financial year.

### 9. Members' Limited Liabilities

- The liability of a Member to contribute towards the payment of the debts and liabilities of SACOME or the cost, charges and expenses of the winding up of SACOME is limited to the amount, if any, unpaid by the Member in respect of the Member's membership.

### 10. Resolution of Internal Disputes

- 10.1 The policies, and particularly the Constitution, of SACOME establishes rights, duties and procedures in respect to the resolution of internal disputes between Members as Members, between Members and SACOME, and for the discipline of Members failing to meet their obligations to SACOME.
- 10.2 Except for cases where the Constitutional Resolution Process is still underway (Section 14 & 15), disputes between Members in their capacity as Members, and disputes between Members and SACOME, are to be referred for determination to an independent expert nominated by the President for the time being of the Law Society of South Australia Inc or that person's nominee.
- 10.3 The expert acts as an expert and not an arbitrator, the decision of the expert is final and binding on the Members and SACOME and the expert's costs are to be borne as the expert directs.

### 11. Discipline of Members & Rights of Appeal

- 11.1 Where the Council is of the opinion that a Member;
  - (a) has refused or neglected to comply with any duty or provision of the Constitution; or
  - (b) has willfully acted in a manner prejudicial to the interests of SACOME, the Council may, by resolution, but subject to compliance with the Constitution:
    - (i) expel the member from SACOME; or
    - (ii) suspend the member from membership for a specified period; or
    - (iii) withdraw the disciplinary action.
- 11.2 Where the Council has passed a resolution to expel or suspend a Member, the Member has the rights of appeal;
  - (a) initially to Council at a Council Meeting, and if the disciplinary measure is confirmed at that meeting, following it;
  - (b) to a Special General Meeting of Members.
- 11.3 At a Council and/or Special General Meeting where an appeal against disciplinary action against a Member is considered, Council must;
  - (a) give to the Member an opportunity to make oral representations;
  - (b) allow the Member to make written presentations at, or prior to, the meeting;
  - (c) give due consideration to any representations submitted to the Council by the Member at or prior to, the meeting.
  - (d) at a Council meeting, by resolution, determine whether to confirm or to revoke the resolution to expel or suspend the Member, or;
  - (e) at a Special General Meeting, by secret ballot, determine whether to confirm or revoke the resolution to expel or suspend the Member.
- 11.4 Where a Member has had a resolution passed against them to suspend or expel them at a Council meeting;
  - (a) in the instance of the Council meeting, the CEO must, as soon as practicable, cause a notice in writing to be served on that Member of that decision and their rights including to appeal to Council at a Council meeting to be held not earlier than 14 days and not later than 28 days after service of the notice.
  - (b) in the instance of failure of an appeal at, and considered by, the Council, the CEO must, within 7 days after confirmation, cause a notice in writing to be served to that Member of the decision and their right of further appeal to a Special General Meeting. The Member may appeal to SACOME at a General Meeting by giving notice of that appeal to the CEO within 7 days after notice of the resolution from the CEO. Upon receipt of such a notice from a Member, the CEO must notify the Council which must convene a Special General Meeting of SACOME to be held within 21 days after the date on which the CEO received the notice. No other business other than the question of the appeal may be transacted at that Special General Meeting.
- 11.5 A resolution confirmed by the Council to expel or suspend a Member does not take effect:
  - (a) until the expiration of the period(s) within which the Member is entitled to appeal against the resolution, where the member does not exercise the right of appeal within that period; or
  - (b) where the member correctly exercises the right of appeal to a General Meeting; unless and until the resolution is confirmed by a special resolution and secret ballot passed at that Special General Meeting.
12. Constitution  
All Members are bound by the current, and any future version of the Constitution of SACOME Incorporated for the time being in force.
13. Anti-trust Behaviour  
Members will avoid questions or discussions that could create the appearance of an attempt to set prices or engage in other anti-competitive behaviour. Members will not discuss terms of specific contracts, specific process for products or services (whether current or projected), allocation of markets, customers or territories, refusals to deal with particular suppliers or customers or any similar matters that might impair competition within the resources industry.