



## Destination Queenstown Definition of a DQ Member

Clause 7. Of the DQ constitution outlines DQ membership as such:

### 7. Membership

7.1 For the purposes of these rules a member shall include:

- (A) An individual, company or partnership which has paid or contributed to the current tourism development rate by way of Queenstown Lakes District Council (QLDC) Special Order 1992 AND satisfies sufficient of the criteria set out in clause 7.2 so that in the opinion of the Board that individual, company or partnership meets the objects of Destination Queenstown Incorporated so as to merit membership

7.1.1 The words '*paid or contributed*' shall mean rates paid directly to QLDC or rates paid by a tenant to a Landlord who pays commercial rates to QLDC.

- (B) Any non-commercial QLDC ratepayer or individual, company or partnership trading in the QLDC region who has paid the appropriate membership fee determined by the Board from time to time AND satisfies sufficient of the criteria set out in clause 7.2 so that in the opinion of the Board that non commercial rate payer, individual, company or partnership meets the objects of Destination Queenstown Incorporated so as to merit membership.

7.2 The criteria to be considered by the Board in determining eligibility for membership. Does the prospective member:

- (i) have a significant operating base in the Wakatipu area;
- (ii) provide substantial local employment or local economic activity in the Wakatipu area for employees resident in the QLDC region;
- (iii) have individuals, principals, officers or partners resident and/or paying rates in the QLDC region;
- (iv) contribute to the wider tourism product or infrastructure of the Wakatipu area;
- (v) have a substantial and consistent presence in the Wakatipu area;

7.3 The decision of the Board as to whether a prospective member satisfies sufficient of the criteria set out in clause 7.2 so as to merit membership shall be given by the Board by resolution, and should the prospective member disagree with such resolution, the prospective member shall have the right of appeal against such resolution as set out in clauses 7.7 and 7.8.

- 7.4 Any member may resign at any time by giving notice in writing to the Board.
- 7.5 If any member does not abide by the Rules of Destination Queenstown Incorporated, or shall not comply with any resolution, agreement or contract that may be passed, adopted or entered into by Destination Queenstown Incorporated, or in the opinion of the Board no longer satisfies sufficient of the criteria set out in clause 7.2 so as to merit membership, the Board may by resolution request in writing such member to resign.
- 7.6 In the event of such member refusing or neglecting to resign within ten (10) days of the delivery of such notice, such member may be expelled by a majority vote of the Board.
- 7.7 Such member (or prospective member refused membership pursuant to clause 7.3) shall have the right to appeal against such expulsion (or refusal of membership) to a meeting of the Strategic Review Board at one of their scheduled annual meetings. A bare majority of the members then present and voting will be binding on such member (or prospective member) and on the Board.
- 7.8 The member (or prospective member) shall give notice of any appeal to the Strategic Review Board within fourteen (14) days from the date of posting a copy of the resolution of the Board to the address of the member (or prospective member) as held by Destination Queenstown Incorporated.
- 7.9 In the event that Clause 7.5 applies or a member's subscription has been requested and which remains unpaid after the expiration of ninety (90) days from the date of the invoice shall cease to be a member and shall be struck off the membership register by the Board, providing that:
- (a) in the absolute discretion of the Board, such member's name may be restored to the register any time upon the payment of all arrears due at the date of striking off.
  - (b) all arrears due at the date of striking off shall be recoverable by Destination Queenstown Incorporated notwithstanding such striking off.
- 7.10 If any invoice issued by Destination Queenstown to a member remains unpaid at the expiry of 90 days from the date of the invoice, then the Board (at its entire discretion) may withhold, suspend or remove benefits that the member would otherwise receive, including (but not limited to) the following:
- (a) website listing of the member
  - (b) conference and incentive leads
  - (c) email updates (Fortnightly Remarks etc.)
  - (d) invitations to attend trade and consumer shows
  - (e) the opportunity to host media and trade
  - (f) other benefits which may arise from time to time