# Joining and Leaving Policy

October 2015



## Version 3: Adopted 14/10/2015

#### 1. **Previous versions**

- 14/09/2013 (Version 2)
- 2011 (Version 1)

This policy is subject to further amendments, as the necessary legal and financial models for the establishment of the community are developed further.

To the extent any inconsistency arises between this policy and the Rules, then the Rules should prevail.

#### 1.1. **Definitions**

**Household** – group of people who intend to reside in the same dwelling.

**Unit Holders** – The Urban Coup Inc. is constituted by 'Unit Holders' and those whom the Unit Holders have, subsequent to joining, deemed to be 'Members' (i.e. future household). Though all come to be referred to simply as Members, this policy differentiates between the two in order to highlight the primary legal/financial role of the Unit Holder *at the point of joining/leaving*.

**Provisional Member** – is evaluating whether to become a Full Member, with specific and general limits to participation and is not deemed to be a Unit Holder.

**Site-Specific Decision** – A decision on matters that explicitly relate to a particular site for which there is a Dwelling Selection Process, or indirect matters that in any case have a material effect on that site.

## 2. Member categories

	Full Member	Affiliate Member	Provisional Member	Mailing List
Purpose	Members fully intending to purchase.	Former Full Members who have chosen to step back for the current time.	A "taster" before Full Membership.	Those prospects who have not joined but wish to be kept informed in a limited way.
Automatically time- limited membership	No	No	Yes (12 months)	No
Can join working groups	Yes	At discretion of working group Full members	At discretion of working group Full members	No
Preferences count towards decision results	Yes, including site- specific decisions if part of a Dwelling Selection Process	No	No	No
Internal website access	Yes	Yes	Yes	No
Route to purchase dwelling	Via Dwelling Selection Process .	Upgrade to Full Membership and receive fresh joining date. Then proceed to Dwelling Selection Process.	Upgrade to Full Membership and receive joining date. Then proceed to Dwelling Selection Process.	Join as Full Member and receive joining date. Then proceed to Dwelling Selection Process.

All Member/s of a Unit Holders' household (including the Unit Holder) will have the same membership status (i.e. they will be Full Members, or all Affiliate Members).

- 2.1 A Full Member is either a Unit Holder or a Member of a Unit Holder's household, which meets all the Full Membership requirements.
- 2.2 A Full Member household may contribute to discussions for non-site-specific decisions, and its preferences count towards the results of these decisions. A Full Member household may also join a Dwelling Selection Process, allowing its preferences to count towards results for site-specific decisions (see Section 7).
- 2.3 An Affiliate Member is either a Unit Holder or a Member of a Unit Holder's household, which meets all the Full Membership requirements previously defined but has chosen to step back for the current time.
- 2.4 At any time, an Affiliate Member can ask to be reinstated to full Membership at no cost, but they lose their original position in the priority queue (joining date) for the purposes of possible dwelling selection and will join the end of the Full Member list with a new joining date.
- 2.5 An Affiliate Member household may contribute to discussions on decisions, but its preferences do not count towards the results of these decisions.

## 3. Joining the Urban Coup Inc. - Process

The process for joining the Urban Coup Inc. as a Full Member is:

- 3.1 The prospective Unit Holder must complete the application form located in the most recent Urban Coup Inc. prospectus and send it to the Secretary.
- 3.2 Upon receiving the completed application, the Secretary contacts the prospective Unit Holder and requests the full fee to be paid.
- 3.3 To join the Urban Coup Inc. and constitute a household, the prospective Unit Holder must pay the full fee. The date for joining will be the date that the full fee is received.
- 3.4 If the required fees are not received within 30 days, the Secretary must contact the prospective Unit Holder and inform them that the offer to join the Urban Coup Inc. has lapsed.

The process for joining the Urban Coup Inc. as a Provisional Member is:

- 3.5 The prospective Provisional Member must complete the application form located in the most recent Introduction To Urban Coup document and send it to the Secretary.
- 3.6 Upon receiving the application, the Secretary contacts the prospective Unit Holder and requests they pay the Provisional Membership fee.
- 3.7 If the required fees are not received within 30 days, the Secretary must contact the prospective Provisional Member and inform them that the offer to join the Urban Coup Inc. has lapsed.

#### 4. Joining the Urban Coup Inc. - Principles (see also Rule 4. The Rules)

The principles underpinning joining the Urban Coup Inc. as a Full Member are:

- 4.1 Unit Holders are self-selecting; that is, the Urban Coup Inc. does not vet them prior to their joining, acknowledging that the Unit Holder has signed up to the statement of principles in the application form.
- 4.2 A new Unit Holder and then the Full Member/s they nominate agree to abide by decisions made prior to their joining the Urban Coup Inc.
- 4.3 Once the new Unit Holder has paid the specified fees they, and the nominated Member/s of the household, are entitled to attend meetings, and access the Urban Coup Inc. website. They are also entitled to partake in a Dwelling Selection Process.

The principles underpinning joining the Urban Coup Inc. as a Provisional Member are:

- 4.4 A Provisional Member is entitled to access the members' internal website, to attend all social functions, information sessions and routine working meetings. Participation in specific working groups, attendance at meetings with prospective business partners, developers, architects, banks et al may be limited.
- 4.5 The fee to become a Provisional Member will count as part payment of becoming a Full Member.
- 4.6 Provisional Members can contribute to discussion, but their preferences do not count towards any decision result.
- 4.7 Consistent with the intended purpose of Provisional Membership, this type of membership is time-limited. All new Provisional Memberships are limited to 12 months, starting from the date of adoption of this policy (Version 3). All Provisional Memberships existing at the time of adoption of this policy (Version 3) receive the full 12 months, starting at that time. If a Provisional Member has not upgraded to Full Membership or Affiliate Membership within their 12-month time period, their membership may be automatically terminated after the period expires. The original Provisional Membership fee is not refunded. Urban Coup is not obligated to provide a warning before termination.

## 5. Leaving the Urban Coup Inc. - Process (see also Rule 6. The Rules)

The process for leaving the Urban Coup Inc. is:

- 5.1 To leave the Urban Coup Inc. a Unit Holder or Provisional Member is requested to give 30 days' notice in writing to the Secretary.
- 5.2 It is the Unit Holder's responsibility to inform all people in their household (i.e. Members) of his/her intention to leave.
- 5.3 Upon receiving notice of a Unit Holder's or Provisional Member's decision to leave, the Secretary must acknowledge receipt, and the membership ceases by a mutually agreed date no more than 30 days from the date the Secretary acknowledges receipt. During this period (between the Secretary's acknowledgement of receipt and the cessation of the membership), the household must withdraw from any and all Dwelling Selection Processes.
- 5.4 Unit Holders and their associated Members as well as provisional Members may be asked to leave the Urban Coup Inc. only in accordance with the Rules.

#### 6. Leaving the Urban Coup Inc. - Principles

The principles underpinning leaving the Urban Coup Inc. are:

- 6.1 A decision to leave the Urban Coup Inc. is a significant event and needs to be handled openly and honestly. This is to ensure that all parties gain a thorough understanding of the reasons for the separation and to learn from the experience.
- 6.2 It is expected the reasons for leaving the Urban Coup Inc. will be made known to the entire Urban Coup Inc.
- 6.3 For most households, fees paid to the Urban Coup Inc. are non-refundable, and membership is non-transferable. See 6.4 for the exception.
- 6.4 The following exception to 6.3 addresses the particular risk for households joining when the number of full members is approaching capacity for a development: Once the final off-the-plan sale has been made on a development, those full member households who joined less than 12 months prior to this date (the date of the final off-the-plan sale) may choose to leave Urban Coup and receive a refund of half the fee paid when they first joined as a full member. This offer lasts 6 months.
- Once a Unit Holder/Full Member has left the Urban Coup Inc. they will no longer be able to access the Urban Coup Inc. website.
- 6.6 If a Unit Holder/Full Member or Provisional Member has left the Urban Coup Inc. they are only able to re-join by following the policy as outlined above.

## 7. Dwelling selection process

- 7.1 When a site is selected for development, a formal process determines the relative priority given to Full Members for selection of dwellings in a development, primarily based upon the most recent date of joining or re-joining as a Full Member. This Dwelling Selection Process is described in detail in a separate policy document.
- 7.2 Participation in a Dwelling Selection Process entitles a household to have its preferences count towards results for site-specific decisions for that site.
- 7.2 Full Members can participate in a Dwelling Selection Process, except those leaving the Urban Coup (see 5.3).
- 7.3 Provisional Members cannot participate in any Dwelling Selection Process.
- 7.4 Affiliate Members cannot participate in any Dwelling Selection Process.

## 8. Household intending to buy multiple dwellings

The principles for a household's purchase of multiple dwellings are:

- 8.1 Each household will require a completed Application form and fully paid membership fee.
- 8.2 The final development *may* allow for 4-bedroom dwelling designs (whether achieved from the combination of other smaller dwelling designs or otherwise). From the perspective of membership in the current stage, a household aiming for such a dwelling still has one membership only.