

*Ted Kingham*

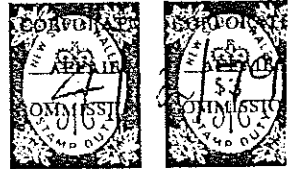
MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

SPENCERS CREEK SKI LODGE CLUB LIMITED



NEW SOUTH WALES



CORPORATE AFFAIRS COMMISSION

No. of Company

234757-38

Companies Act, 1961

(Section 16 (3))

Certificate of Incorporation of Public Company

This is to Certify that

"SPENCERS CREEK SKI LODGE CLUB LIMITED"

is, on and from the fourth day of December, 19 79, incorporated under the Companies Act, 1961, and that the company is a company limited by ~~shares~~ Guarantee.

Given under the seal of the Corporate Affairs Commission at Sydney,

this fourth day of December, 19 79.

F. J. O. Ryan



Commissioner

Exd.

The Companies Act, 1961  
A Company Limited by Guarantee

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MEMORANDUM OF ASSOCIATION

of

SPENCERS CREEK SKI LODGE CLUB LIMITED

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1. The name of the Company is "Spencers Creek Ski Lodge Club Limited" (hereinafter called "the Company").
2. The Registered Office of the Company will be at 6th Floor, 65 York Street, Sydney in the State of New South Wales or at such other place in the said State as the Committee shall from time to time determine.
3. The objects for which the Company is established are:-
  - (a) To provide and maintain ski lodges, club houses, chalets, huts, shelters, ski equipment, ski tows, ski-ing grounds, ski-ing facilities, roads, water supplies, electrical and other heating and power equipment, sanitary conveniences and all types of amenities and comforts for members and to permit any Company property or facilities to be used by members and other persons either gratuitously or for a consideration as the Company shall determine.
  - (b) To assist in the advancement of skill on skis and of matters pertaining to ski-running, snow sports and snow craft including the study of equipment and snow craft and to encourage and contribute towards tests and competitions in all forms of snow sports and snow crafts.
  - (c) To organise tours and expeditions whether on skis or otherwise.
  - (d) To promote and encourage fishing in mountain streams, lakes and reservoirs.

- (e) To promote such sports games and pastimes indoor and outdoor as the Company may deem expedient.
- (f) To encourage and foster the sport of ski-running in all its aspects and to promote a spirit of good fellowship amongst all persons interested in snow sport.
- (g) To enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive to the attainment of the objects of the Company or any of them and to acquire or obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions
- (h) 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.
- (j) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employe or past employe 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.
- (k) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the interests of the Company and to contribute to, subsidize or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.
- (l) To invest and deal with the money of the Company not immediately required in such manner as the Committee thinks fit.

- (m) 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 anyway 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.
- (n) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- (o) 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.
- (p) 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 or others.
- (q) 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.
- (r) 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
- (s) To print and publish any newspapers, periodicals, books or leaflets that the Company may think desirable for the promotion of its objects.
- (t) In 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 authorized to amalgamate.

- (u) In furtherance of the objects of the Company to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorized to amalgamate.
- (v) To make donations for patriotic or charitable purposes.

The powers set forth in the Third Schedule to the Companies Act, 1961, shall not apply to the Company except insofar as they are expressly set out herein but in the interpretation of this clause the meaning of any of the Company's objects shall not be restricted by reference to any other object or by the juxtaposition of any two or more objects and in the event of any ambiguity this clause shall be construed in such a way as to widen and not to restrict the powers of the Company.

4. 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 to the members of the Company PROVIDED that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant 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 the rate for the time being charged by bankers in Sydney for overdrawn accounts on money lent, or reasonable and proper rent for premises demised or let by any member to the Company, but so that no member of the committee of management or other governing body of the Company shall be appointed to any salaried office of the Company, or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of such committee or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company AND PROVIDED that the provision last aforesaid shall not apply to any payment to any company of which a member of the committee of management or other governing body may be a member and

in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of such payment.

5. The liability of the members is limited.
6. 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 ten dollars (\$10).
7. If upon the 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 and by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.
8. 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 articles 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 by one or more properly qualified Auditor or Auditors who shall report to the members in accordance with the provisions of the Companies Act, 1961.

9. The names, addresses and occupations of the subscribers are as follows:

KENNETH WALTER DAY	70 Rose Avenue, Collaroy Plateau, Accountant.
KENNETH MILTON BAIN	3 Grey Stokes Street, Wheeler Heights, Builder.
EDWARD DONALD LYNDON	3 Windermere Place, Wheeler Heights, Builder.
ROBYN DAVID SENIOR	71 Washington Avenue, Cromer, Builder.
EDWARD JOHN KINGHAM	5 Best Road, Dural, Builder.

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

*Kenneth Walter Day*  
.....  
KENNETH WALTER DAY  
70 Rose Avenue, Collaroy Plateau,  
Accountant.

Witness: *KM Bain*

*Kenneth Milton Bain*  
.....  
KENNETH MILTON BAIN  
3 Grey Stokes Street, Wheeler Heights,  
Builder

Witness: *KM Bain*

*Edward Donald Lyndon*  
.....  
EDWARD DONALD LYNDON  
3 Windermere Place, Wheeler Heights,  
Builder

Witness: *ED Lyndon*

*Robyn David Senior*  
.....  
ROBYN DAVID SENIOR  
71 Washington Avenue, Cromer,  
Builder

Witness: *RD Senior*

*Edward John Kingham*  
.....  
EDWARD JOHN KINGHAM  
5 Best Road, Dural,  
Builder

Witness: *EJ Kingham*



The Companies Act, 1961  
A Company Limited by Guarantee

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ARTICLES OF ASSOCIATION

of

SPENCERS CREEK SKI LODGE CLUB LIMITED

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INTERPRETATION

1. In these articles --

"the Act" means the Companies Act, 1961;

"the Club" means the Company of which these are the Articles of Association;

"the Committee" means the board of directors, committee of management or other governing body of the Club;

"Secretary" means any person appointed to perform the duties of a secretary of the Club and includes an honorary secretary;

"State" means the State of New South Wales;

expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form; and

words or expressions contained in these articles shall be interpreted in accordance with the provisions of the Interpretation Act of 1897 and of the Act as in force at the date at which these articles become binding on the company.

2. The Club is established for the purposes set out in the Memorandum of Association.

MEMBERSHIP

3. The number of members with which the Club proposes to be registered is eighty (80) but the Secretary may from time to time register an increase of members pursuant to a special resolution of a general meeting of the Club.

4. Membership shall be open to any person who has attained the age of eighteen (18) years and who is an amateur at ski-running and shall consist of the following:-
  - (a) Foundation Members; who shall be those persons who have subscribed to the Memorandum of Association of the Club and have paid for debentures in the Club.
  - (b) Debenture Holders; (which expression shall include Foundation Members) who shall be those persons who have been duly elected and have paid for debentures in the Club even though such debentures may have been redeemed either wholly or in part.
  - (c) Ordinary Members; who shall be those persons who have been accepted for membership without being required to pay for debentures.
5. Until otherwise determined by a special resolution at a general meeting of the Club the maximum number of Debenture Holders (including Foundation Members) shall be sixty (60), the maximum number of Ordinary Members shall be twenty (20) and the category of Ordinary Membership shall be restricted to those persons who at the time of their election have at least one parent who is a Debenture Holder.
6. Corporations sole or aggregate of any description shall not be eligible for membership.
7. Every applicant for membership of the Club (other than the subscribers to the Memorandum of Association) shall be proposed by one and seconded by another member of the Club to both of whom the applicant shall be personally known. The application for membership shall be made in writing (in such a form as the Committee from time to time prescribe) signed by the applicant and his proposer and seconder and shall be accompanied by the applicant's debenture fee or entrance fee as the case may be.
8. At the next meeting of the Committee after the receipt of any application for membership, such application shall be considered by the Committee, who shall thereupon determine upon the admission or rejection of the applicant, or that the applicant's name should be placed on a waiting list, or that a decision on the application should be deferred. Notification of such determination should be sent to each applicant but in no case shall the Committee be required to give any reason therefor.

9. When an applicant has been accepted for membership the Secretary shall forthwith send to the applicant written notice of his acceptance and a request for payment of his first annual subscription. On the date of service of such notice the applicant shall become a member of the Club, and his first annual subscription shall be due PROVIDED however that an applicant may, at any time until such notice of acceptance for membership has been served on him, withdraw his application and all monies paid by him to the Club shall be refunded.
10. The entrance fee and annual subscription payable by members of the Club shall be such as the Club in general meeting shall from time to time by ordinary resolution determine.
11. All annual subscriptions shall become due and payable in advance on the First day of January in every year. A member who has not paid his annual subscription or any other fees or dues properly owed by him to the Club shall not be entitled to use any facilities of the Club nor to exercise any of the rights incidental to membership.

#### CESSATION OF MEMBERSHIP

12. If the subscription of any member shall remain unpaid for a period of two calendar months after it becomes due then the member may, after notice of the default shall have been sent to him by the Secretary or Honorary Treasurer, be debarred by resolution of the Committee from all privileges of membership and his name may be removed by the Committee from the Register of Members PROVIDED that the Committee may reinstate the member and restore his name to the Register on payment of all arrears if the Committee thinks fit to do so.
13. If any member shall wilfully refuse or neglect to comply with the provisions of the Memorandum or Articles of Association of the Club or with any by-laws or rules made by the Committee or shall be guilty of any conduct which in the opinion of the Committee is unbecoming of a member or prejudicial to the interests of the Club the Committee shall have power by resolution to censure, fine, suspend or expel the member from the Club and in the latter case to erase his name from the Register of Members (subject, however, in the case of a Debenture Holder, to Article 20) PROVIDED that no member shall be fined an amount exceeding the annual subscription of an ordinary member of the Club AND PROVIDED that at least one week before the meeting of the Committee at which such a resolution is passed the member shall have had notice of such meeting and of what is alleged against him and of the intended resolution and

that he shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he may think fit AND PROVIDED FURTHER that any such member may by notice in writing lodged with the Secretary at least twenty-four hours before the time for holding the meeting at which the resolution is to be considered by the Committee, elect to have the question dealt with by the Club in general meeting and in that event an extraordinary general meeting of the Club shall be called for the purpose and if at the meeting such a resolution be passed by a majority of two-thirds of those present and voting (such vote to be taken by ballot) the member concerned shall be punished accordingly and in the case of a resolution for his expulsion the member shall be expelled and his name removed from the Register of Members.

14. An Ordinary Member may at any time, by giving notice in writing to the Secretary, resign his membership of the Club but shall continue liable for any annual subscription and all arrears due and unpaid at the date of his resignation and for all other moneys due by him to the Club and in addition for any sum not exceeding ten dollars (\$10) for which he is liable as a member of the Club under Clause 6 of the Memorandum of Association.

#### DEBENTURES

15. Until otherwise determined by ordinary resolution at a general meeting of the Club the fee payable for a debenture shall be Two Thousand Five Hundred Dollars (\$2,500).
16. A debenture shall not be transferable except as herein specifically provided.
17. A Register of Debenture Holders shall be kept by the Club. Such record shall be final in the case of dispute. No scrip shall be issued (unless otherwise decided by the Committee) and no person shall be entitled to be registered as the holder of more than one debenture.
18. As far as the Club is concerned the recorded holder of a debenture shall be treated as the absolute owner and the Club shall not be responsible for acknowledging any limited or other interest, trust or minority. The receipt of the recorded holder shall be full and sufficient discharge to the Club for all purposes for which the receipt is given.

19. Any Debenture Holder wishing to resign from the Club shall notify the Secretary of the Club in writing of his or her resignation. Such a notice, or advice as to the death of a Debenture Holder, shall entitle the Committee to acquire on behalf of the Club the debenture held by the retiring or deceased Debenture Holder on payment of the unredeemed face value thereof. If the retiring Debenture Holder at the time of resigning, or the personal representative of a deceased Debenture Holder within six months of death of the Debenture Holder, shall submit an application for membership by the spouse, brother, sister or child of the retiring or deceased holder in the correct form, duly signed by a proposer and seconder and lodged with the amount of the unredeemed face value of the debenture then such application shall be considered by the Committee in priority to any other applications for membership. If approved for membership the applicant may take up the debenture concerned at its then unredeemed face value and shall be entitled to a transfer thereof in the books of the Club. The retiring Debenture Holder or personal representative of a deceased Debenture Holder shall be entitled, subject to these articles, to receive the unredeemed face value of the debenture transferred. If no application for membership as in this paragraph provided for is received by the Committee then the Committee shall, within such reasonable period as they shall think fit, purchase the debenture on behalf of the Club at its unredeemed face value PROVIDED however that the Committee shall not be obliged to make payment until the debenture has been taken up by an applicant therefor. The Committee shall be entitled to deduct from the amount payable on such redemption any fees, compensation or other moneys owing to the Club by the retiring or deceased Debenture Holder concerned.
20. In the event of expulsion of a Debenture Holder (whether for non payment of subscription or for disciplinary or other reasons) the Committee shall purchase on behalf of the Club at its unredeemed face value the debenture held by the person expelled PROVIDED however that the Committee shall not be obliged to make payment until the debenture has been taken up by an applicant therefor. The Committee shall be entitled to deduct from the amount payable on such redemption any fees, compensation or other moneys owing to the Club by the expelled Debenture Holder concerned.
21. Debentures which are acquired by the Committee and which are not taken up in accordance with the special provisions contained in Article 19 above and any new debentures to be issued by the Club may be made available for such value as

has been determined by resolution at a general meeting of the Club to applicants for membership whose applications as Debenture Holders are approved by the Committee.

22. Payment of interest on debentures, the issue of security therefor, the redemption thereof and other conditions not otherwise herein specified shall be as decided from time to time by annual general or special general meeting of the Club.
23. All debentures shall rank jointly as a first charge on the property of the Club both present and future without any preference or priority one over another (but so that each Debenture Holder is entitled in direct proportion to the unredeemed face value of his debenture) and such charge shall be a floating security PROVIDED that the Club shall not be at liberty to create any mortgage or charge in priority to the said debentures.

#### GENERAL MEETINGS

24. The first general meeting shall be held at such time, not being less than one month or more than three months after the incorporation of the Club, and at such place as the Committee may determine.
25. An annual general meeting of the Club shall be held in accordance with the provisions of the Act. All general meetings, other than annual general meetings, shall be called extraordinary general meetings.
26. Any member of the Committee may whenever he thinks fit convene an extraordinary general meeting, and extraordinary general meetings shall be convened on such requisition or in default may be convened by such requisitionists as provided by the Act.
27. Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, fourteen 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 the 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 Club.
28. For the purpose of Article 27 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 Committee and Auditors, the election of a President and other members of the Committee in the place of those retiring, and the appointment of the Auditors.

## PROCEEDINGS AT GENERAL MEETINGS

29. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided ten (10) members present in person shall be a quorum. For the purpose 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; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Committee 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 members present (being not less than three) shall be a quorum.
31. The President shall preside as Chairman at every general meeting of the Club, 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 then the members present shall elect one of their members to be Chairman at 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 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; or
  - (b) by at least three 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 Club 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 once 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. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
36. A member may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote and on a poll every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote.
37. A 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.
38. The instrument appointing a proxy shall be in writing 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 authorized. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A member shall be entitled to instruct his proxy to vote in favour of or against any proposed resolutions. 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 of authority shall be lodged with the Secretary before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, 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, unsoundness of mind or revocation as aforesaid has been received by the Club at its Registered Office before the commencement of the meeting or adjourned meeting at which the instrument is used.

THE COMMITTEE (INCLUDING OFFICE BEARERS)

41. The office-bearers of the Club shall consist of a President an Honorary Secretary and an Honorary Treasurer, all of who shall be members of the Club, but nothing in this article shall preclude a member from holding more than one such office simultaneously.
42. The following named persons who have subscribed to the Memorandum of Association shall constitute the first Committee and the first office-bearers shall be as set out below:

President	- KENNETH WALTER DAY
Honorary Secretary	- KENNETH WALTER DAY
Honorary Treasurer	- KENNETH WALTER DAY
Committee Members	- KENNETH MILTON BAIN EDWARD DONALD LYNDON ROBYN DAVID SENIOR EDWARD JOHN KINGHAM

all of whom shall retire at the first general meeting, but shall be eligible for re-election.

43. Thereafter the Committee shall consist of a President and four other members all of whom shall be elected or appointed as herein provided and the Honorary Secretary and Honorary Treasurer shall be appointed by the Committee from within its own ranks.

44. At the first general meeting of the Club and at the next succeeding four annual general meetings the President shall be elected from among the Foundation Members and the result of such election shall be announced before any other election is proceeded with. Two further members of the Committee shall be elected from among the Foundation Member and the result of that election shall also be announced before any further election is proceeded with. The remaining two members of the Committee, or (if fewer than three members shall have been nominated from among the Foundation Members) such other number as may be required to

complete the Committee of five, shall then be elected from among all the members of the Club.

45. At the fifth and subsequent annual general meetings the President shall be elected from among all the members of the Club and the result of such election shall be announced before any other election is proceeded with. The remaining four members of the Committee shall then be elected also from among all the members of the Club.
46. The President and other members of the Committee shall hold office until the next annual general meeting when they shall retire but they shall be eligible for re-election.
47. The election of the President and other members of the Committee shall be conducted in the following manner:
  - (a) any two members of the Club shall be at liberty to nominate any other member (subject to Article 44) to serve as President or other member of the Committee.
  - (b) the nomination, which shall be in writing and signed by the member and his proposer and seconder shall be lodged with the Secretary 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 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) in case there shall not be a sufficient number of candidates nominated to complete a Committee of five (5) the Committee shall fill up the remaining vacancy or vacancies.
48. The Club may from time to time by ordinary resolution passed at a general meeting increase or reduce the number of office-bearers or other members of the Committee.
49. The Committee shall have power at any time, and from time to time, to appoint any person to the Committee, either to fill a casual vacancy or as an addition to the existing office-bearers or other members of the Committee, but so that the total number of office-bearers or other members of the Committee shall not at any time exceed the number fixed in accordance with these articles. Any office-bearer or other member of the Committee so appointed shall hold office only until the next following annual general meeting.
50. The Club may by ordinary resolution remove any office-

bearer or other member of the Committee before the expiration of his period of office, and may by ordinary resolution appoint another person in his stead; but the person so appointed shall hold office only until the next following annual general meeting.

51. The office of a member of the Committee shall become vacant if the member -
- (a) ceases to be a member of the Committee by virtue of the Act;
  - (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 Act;
  - (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 Club;
  - (f) holds any office of profit under the Club;
  - (g) ceases to be a member of the Club, or
  - (h) is directly or indirectly interested in any contract or proposed contract with the Club PROVIDED that a member shall not vacate his office by reason of his being a member of any corporation, society, or association which has entered or proposes to enter into a contract with the Club if such corporation, society or association is among the class of companies referred to in the proviso to Clause 4 of the Memorandum of Association and if he shall have declared the nature of his interest in manner required by the Act.

Nothing in this article shall affect the operation of Clause 4 of the Memorandum of Association.

#### POWERS AND DUTIES OF THE COMMITTEE

52. The business of the Club shall be managed by the Committee who may pay all expenses incurred in promoting and registering the Club, and may exercise all such powers of the Club as are not, by the Act or by these articles, required to be exercised by the Club in general meeting, subject, nevertheless, to any of these articles, to the provisions of the Act, and to such regulations (not being inconsistent with the

aforesaid articles or provisions) as may be prescribed by the Club in general meeting PROVIDED that any rule, regulation or by-law of the Club made by the Committee may be disallowed by the Club in general meeting but so that no resolution of or regulation made by the Club in general meeting shall invalidate any prior act of the Club which would have been valid if that resolution or regulation had not been passed or made.

53. The Committee may exercise all the powers of the Club to borrow money and to mortgage or charge its property, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Club.
54. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two members of the Committee or in such other manner as the Committee may from time to time determine.
55. The Committee shall cause minutes to be made -
  - (a) of all appointments of officers and servants;
  - (b) of names of members of the Committee present at all meetings of the Club and of the Committee, and
  - (c) of all proceedings at all meetings of the Club and of the Committee.

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.

56. Without limiting its general powers of management and control as vested in the Committee by these articles the Committee shall have the following special powers:
  - (a) from time to time to make such decisions, by-laws, rules and amendments thereto as it thinks fit to promote the objects and assist in the smooth management of the Club including but without limiting the generality of the foregoing the allocation of accommodation among members and visitors in such manner and by such methods as may from time to time be determined by the Committee provided that such decisions and by-laws do not conflict with these articles.

- (b) to define the rights and obligations of and to control visitors to the Club;
- (c) to fix from time to time the accommodation rates and charges for the use of Club facilities, to provide for compensation to be paid by members responsible for damage to Club property and to make such provisions as to payment and penalties for late payment as it shall from time to time think fit.
- (d) To appoint and dismiss staff and to determine the duties of staff engaged from time to time;
- (e) to discipline any member in any manner it considers applicable (but subject to Articles 12 and 13) in relation to such member's own conduct or in relation to any guest or visitor introduced by such member.

#### PROCEEDINGS OF THE COMMITTEE

- 57. The Committee may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A member of the Committee may at any time (and the Secretary shall on the requisition of a member of the Committee) summon a meeting of the Committee.
- 58. Subject to these articles questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination by a majority of the members of the Committee shall for all purposes be deemed a determination of the Committee. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.
- 59. A member of the Committee shall not vote in respect of any contract, or proposed contract with the Club in which he is interested, or any matter arising thereout, and if he does so vote his vote shall not be counted.
- 60. The quorum necessary for the transaction of the business of the Committee shall be three or such greater number as may be fixed by the Committee.
- 61. The continuing members of the Committee may act notwithstanding any vacancy in the Committee, but if and so long as their number is reduced below the number fixed by or pursuant to these articles as the necessary quorum of the Committee, the continuing member or members may act for the purpose of increasing the number of members of the Committee to that number or of summoning a general meeting of the Club, but for no other purpose.

62. The President shall preside as Chairman at every meeting of the Committee, or if there is no President, or if at any meeting he is not present within ten minutes after the time appointed for holding the meeting, then the members may choose one of their number to be Chairman of the meeting.
63. The Committee may delegate any of its powers and or functions (not being duties imposed on the Committee as the directors of the company by the Act or the general law) to one or more sub-committees consisting of such member or members of the Club as the Committee thinks fit. Any sub-committee so formed shall comply with any regulations that may be imposed by the Committee and subject thereto shall have power to co-opt any members of the Club and all members of such committees shall have one vote.
64. 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.
65. All acts done by any meeting of the Committee or of a sub-committee or by any person acting as a member of the Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Committee or person acting as aforesaid, or that the members of the Committee 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 Committee.
66. A resolution in writing signed by all the members of the Committee in Australia for the time being entitled to receive notice of a meeting of the Committee, shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held.

SECRETARY

67. The Honorary Secretary appointed by the Committee shall be the Secretary of the Club for all purposes.

SEAL

68. The Committee shall provide for the safe custody of the common seal, which shall only be used by the authority of the Committee or of a sub-committee of members of the

Committee authorized by the Committee in that behalf, and every instrument to which the seal is affixed shall be signed by a member of the Committee and shall be countersigned by the Secretary or by a second member of the Committee or by some other person appointed by the Committee for the purpose.

#### ACCOUNTS

69. The Committee shall cause proper accounting and other records to be kept 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 Auditors' report thereon as required by the Act and in particular shall cause to be made out and laid before each annual general meeting a balance-sheet and profit and loss account made up to date not more than six months before the date of the meeting.
70. The Committee shall from time to time determine in accordance with Clause 8 of the Memorandum of Association at what times and places and under what conditions or regulations the accounting and other records of the Club shall be open to the inspection of members (not being members of the Committee) and no member (not being a member of the Committee) shall have any right of inspecting any account or book or paper of the Club except as conferred by statute or by Clause 8 of the Memorandum of Association or authorized by the Committee or by the Club in general meeting.

#### AUDIT

71. A properly qualified Auditor or Auditors shall be appointed and his or their duties regulated in accordance with the Act and Clause 8 of the Memorandum of Association.

#### NOTICES

72. Any notice required by law or by or under these articles to be given to any member or applicant for membership shall be given by sending it by post to him at his registered address or (if he has no registered address within the State) to the address, if any, within the State supplied by him to the Club for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected on the day after the date of its posting.
73. Notices of every general meeting shall be given in any manner hereinbefore authorized to -
  - (a) every member except those members who (having no registered address within the State) have not supplied

to the Club an address within the State for the giving of notices to them; and

- (b) The Auditor or Auditors for the time being of the Club.

No other person shall be entitled to receive notices of general meetings.

WINDING-UP

- 74. The provisions of Clause 7 of the Memorandum of Association relating to the winding-up or dissolution of the Club shall have effect and be observed as if the same were repeated in these articles.

INDEMNITY

- 75. Every member of the Committee, Auditor, Secretary and other officer for the time being of the Club shall be indemnified out of the assets of the Club against any liability arising out of the execution of the duties of his office which is incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.

We the several persons whose names, addresses and occupations are subscribed to the Memorandum of Association hereby agree to the foregoing articles.

..... KENNETH WALTER DAY	70 Rose Avenue, Collaroy Plateau. Accountant.
..... KENNETH MILTON BAIN	3 Grey Stokes Street, Wheeler Heights. Builder.
..... EDWARD DONALD LYNDON	3 Windermere Place, Wheeler Heights. Builder.
..... ROBYN DAVID SENIOR	71 Washington Avenue, Cromer. Builder.
..... EDWARD JOHN KINGHAM	5 Best Road, Dural. Builder.

Witness to all the above signatures:

.....

DATED this                      day of



