

DATED THIS

DAY OF

Arlberg Ski Club Limited

ACN 001 720 707

CONSTITUTION

Updated: 14 September 2008



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TABLE OF CONTENTS

1	Interpretation	3	
	Definitions	3	
2	Name	4	
3	Objects	4	
4	Income and Property	6	
5	Liability	7	
6	Accounts	7	Kristin Prescott 17/4/09 9:26 PM Deleted: 6
7	Membership	8	
	Number of Members	8	
	Applications for membership	8	
	Annual Subscriptions	9	
	Cessation of Membership	9	
8	Ordinary Members	10	
	Resignation of Ordinary Member	10	
9	Debentures	11	
	Purchase	11	
	Register of Debenture Holders	11	
	Resignation of Debenture Holder	11	
	Expulsion of a Debenture Holder	11	
	Debentures acquired by the Committee	12	
	Other matters relating to Debentures	12	Kristin Prescott 17/4/09 9:26 PM Deleted: 11
10	General Meetings	12	
	First General Meeting	12	
	Annual General Meetings	12	
	Business at General Meetings	13	
	Quorum	13	Kristin Prescott 17/4/09 9:26 PM Deleted: 12
	Chairperson at General Meetings	13	
	Voting	13	
	Proxy	14	
11	Committee	15	
	Office Bearers	15	
	Election of Committee	16	
	Power and Duties of the Committee	17	Kristin Prescott 17/4/09 9:26 PM Deleted: 15
	Business of the Committee	18	
	Voting	18	
	Quorum	18	
	Chairperson	19	
	Delegation of Power	19	Kristin Prescott 17/4/09 9:26 PM Deleted: 18
	Sub- Committees	19	
	Valid Acts of the Committee	19	
	Financial Decisions	19	
12	Secretary	19	
13	Seal	20	
14	Audit	20	Kristin Prescott 17/4/09 9:26 PM Deleted: 19
15	Notices	20	
16	Winding Up	20	
17	Indemnity	21	
18	Disputes Resolution	21	Kristin Prescott 17/4/09 9:26 PM Deleted: 20

1 Interpretation

Definitions

1.1 In this Constitution, unless the context otherwise requires:

- a) "Act" means the Corporations Act 2001 (Cth) and includes any amendment or re-enactment of that Act or any Act, code or other statutory instrument in substitution of that Act;
- b) "Auditor" means auditor or auditors for the time being of the Company appointed pursuant to clause 13;
- c) "Club" means Arlberg Ski Club Limited;
- d) "Committee" means the board of Directors, committee of management or other governing body of the Company;
- e) "Company" means Arlberg Ski Club Limited ACN 001 720 707;
- f) "Constitution" means the Constitution of the Company, as amended from time to time;
- g) "Director" means any director of the Company for the time being, and includes a deputy director;
- h) "entrance fee" means the fee more particularly described in clause 7.11;
- i) "levies" means an amount of money to be raised or collected from members in a manner determined by the Company
- j) "may" or a similar word or expression, used in relation to a power of the Committee indicates that the power may or may not be exercised at the Committee's discretion;
- k) "member" means a member of the Company;
- l) "month" means a calendar month;
- m) "Regulations" means regulations made under the Act;
- n) "special resolution" means a resolution which is passed in accordance with the relevant provisions of the Act;
- o) "Secretary" means any person appointed to perform the duties of a secretary of the Company and includes an honorary secretary;
- p) "State" means the State of New South Wales; and
- q) "writing" includes printing, typing, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

1.2 Words importing one gender include other genders.

- 1.3 Words importing persons include corporations.
- 1.4 Words in the singular include the plural and vice versa.
- 1.5 Words or expressions used have the same meanings as those given to them by the Act.
- 1.6 Words or expressions used will be interpreted in accordance with the provisions of the Interpretation Act of 1987 and of the Act.

2 Name

- 2.1 The name of the Company is Arlberg Ski Club Limited.

3 Objects

- 3.1 The objects of the Company are:
 - a) to encourage and 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.
 - b) to encourage and contribute towards tests and competitions in all forms of snow sports and snow craft.
 - c) to encourage and foster the sport of ski-running in all its aspects.
 - d) to promote a spirit of good fellowship amongst all persons interested in snow sport.
 - e) to organise tours and expeditions whether on skis or otherwise; and
 - f) to promote and encourage fishing in mountain streams, lakes and reservoirs.
 - g) to promote sports games and pastimes indoor and outdoor as the Company deems expedient.
 - h) to provide and maintain ski lodges, club houses, skiing facilities, water supplies, electrical and other heating and power equipment, sanitary conveniences and all types of amenities and comforts for members.
 - i) to permit any property or facilities of the Company to be used by members and other persons either gratuitously or for consideration as the Company determines.
 - j) to manage the Company's operations in an environmentally responsible manner at all times, aiming to increase the environmental awareness of staff, suppliers, members and guests of the Company, while seeking their ideas for enhancing the Company's environmental performance.
 - k) to enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise, that may be conducive to the attainment of the objects of the Company and to acquire or obtain from any such Government or authority any rights, privileges and

concessions which the Company thinks it is desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

- l) 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.
- m) to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees 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.
- n) 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, subsidise or otherwise assist and take part in the construction improvement, maintenance, development, working, management, carrying out, alteration or control thereof.
- o) to invest and deal with the money of the Company, not immediately required, in such manner as the Company thinks fit.
- p) 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 any way 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.
- q) to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- r) 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.
- s) 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 the purchaser of others.
- t) to take any gift or property, whether subject to any special trust or not, for any one or more of the objects of the Company.
- u) 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, levies or otherwise.

- v) to print and publish any newspapers, periodicals, books or leaflets that the Company may think desirable for the promotion of its objects.
- w) 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 authorised to amalgamate.
- x) 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 authorised to amalgamate.
- y) to make donations for patriotic or charitable purposes.

4 Income and Property

- 4.1 The income and property of the Company will be applied solely towards the promotion of the objects of the Company, as set out in clause 3 above. No portion of income or property of the Company will be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the members of the Company.
- 4.2 Nothing in clause 4.1 will prevent:
- a) 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;
 - b) the payment of interest at a rate not exceeding the rate for the time being charged by bankers in Sydney for overdrawn accounts or money lent;
 - c) the payment of reasonable and proper rent for premises demised or let by any member to the Company;
- 4.3 No member of the Committee or other governing body of the Company will be appointed to any salaried office of the Company, or any office of the Company paid by fees.
- 4.4 No remuneration or other benefit in money or money's worth will be given by the Company to any member of the Committee or other governing body of the Company, except repayment of out-of-pocket expenses and interest at the rate referred to in clause 4.2(b) on money lent or reasonable and proper rent for premises demised or let to the Company.
- 4.5 Clauses 4.1 to 4.4 will not apply to any payment to any company of which a member of the Committee or other governing body may be a member (holding less than one-hundredth (1/100) part of the capital). Such a member will not be bound to account for any share of profits they may receive in respect of such payment.

5 Liability

- 5.1 The Liability of members is limited.
- 5.2 Every member of the Company undertakes to contribute to the assets of the Company in the event of the Company being wound up while they are a member, or within one year of their membership ceasing, for the payment of the debts and liabilities of the Company (contracted before they cease to be a member) and of the costs, charges, and expenses of winding up. The adjustment of the rights of the contributories among themselves, as may be required, must not exceed ten dollars (\$10.00).
- 5.3 If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, that property must not be paid to or distributed among the members of the Company but will be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under or by virtue of clause 4 above. Such institution or institutions are to be determined by the members of the Company at or before dissolution of the Company.
- 5.4 If effect cannot be given to clause 5.3, then any property which may remain after the satisfaction of all the Company's debts and liabilities must be used for some charitable object, as the Company thinks fit.

6 Accounts

- 6.1 True accounts must be kept of:
 - a) the sums of money received and expended by the Company;
 - b) the manner in which money is received or expended, and
 - c) the property, credits and liabilities of the Company;subject to any reasonable restrictions as to the time and manner of inspecting the accounts that this Constitution may impose.
- 6.2 The accounts of the Company will be open to inspection by the members, at least once a year.
- 6.3 The accounts of the Company will be examined by one or more properly qualified Auditors who will report to the members in accordance with divisions 3 and 4 of the Act.
- 6.4 The Committee will cause proper accounting and other records to be kept and will distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached) accompanied by a copy of the Auditor's report as required by the Act. In particular the Committee will cause to be made out and laid before each Annual General Meeting, an up to date balance sheet and profit and loss account (dated not more than six months before the date of the meeting).

6.5 The Committee will, from time to time, determine (in accordance with clause 6.2) the times, places and conditions or regulations the accounting and other records of the Company will be open to the inspection of members (not being members of the Committee). No member (not being a member of the Committee) will have any right to inspect any account or book or paper of the Company except as conferred by statute or by clause 6.2 of this Constitution, or as authorised by the Committee or the Company in a general meeting.

7 Membership

7.1 Membership is open to any person who is:

- a) at least eighteen (18) years of age; and
- b) an amateur at ski-running;

7.2 There are two classes of membership:

- a) Debenture Holders - those persons who have been duly elected and have paid for debentures in the Company; or
- b) Ordinary Members - those persons who have been duly elected and have paid for an ordinary membership.

7.3 A corporation (sole or aggregate) of any description will not be eligible for membership.

Number of Members

7.4 The maximum number of members of the Company is one hundred and fifteen (115).

7.5 The Secretary may from time to time register an increase of Members pursuant to a special resolution of a General Meeting of the Company.

7.6 Until otherwise determined by a special resolution at a General Meeting of the Company, the maximum number of:

- a) Debenture Holders will be seventy five (75); and
- b) Ordinary Members will be forty (40).

Applications for membership

7.7 An application for membership must be made in writing (in the form as the Committee from time to time prescribes) and must be signed by the applicant.

7.8 Every application for membership of the Company (other than existing members) must be proposed by one member and seconded by another member of the Company.

7.9 At the meeting of the Committee after the receipt of any application for membership, applications must be considered by the Committee.

- 7.10 The Committee, in its absolute discretion, determines:
- a) whether to grant the admission or rejection of the applicant;
 - b) whether the applicant's name should be placed on a waiting list; or
 - c) whether the application should be deferred.

Notification of the Committee's determination will be sent to each applicant, but under no circumstances is the Committee required to give any reason for its determination.

- 7.11 When an applicant has been accepted for membership they must pay an entrance fee to the Club, equivalent to the then current annual subscription of an Ordinary Member, or such other amount as the members of the Company in a general meeting by ordinary resolution may determine.
- 7.12 Following payment of the entrance fee the new member must become an Ordinary Member (clause 8) or purchase a Debenture (clause 9).

Annual Subscriptions

- 7.13 All members of the Company shall pay an annual subscription.
- 7.14 Annual subscriptions are due and payable (in advance) on the first day of January in each year.
- 7.15 Any member who has not paid their annual subscription or any other fees owed to the Company will not be entitled to use any facilities of the Company nor to exercise any of the rights incidental to membership.

Cessation of Membership

- 7.16 If the subscription of any member remains unpaid for a period of two months after it becomes due, then the member may, after notice of the default has been sent to him by the Secretary or Honorary Treasurer, be debarred by resolution of the Committee from all privileges of membership and the member's name may be removed by the Committee from the Register of Members.
- 7.17 The Committee may reinstate the member and restore their name to the Register upon payment of all arrears, if the Committee thinks fit to do so.
- 7.18 If any member:
- a) wilfully refuses or neglects to comply with the provisions of this Constitution; or with any by-laws or rules made by the Committee; or
 - b) is found guilty of any conduct, which in the opinion of the Committee is unbecoming of a member or prejudicial to the interests of the Company;

the Committee will have power by resolution to censure, fine, suspend or expel the member from the Company. If a member is expelled, their name will be erased from the Register of Members (subject, however, in the case of a Debenture Holder, to clause 9).

7.19 No member will be fined an amount exceeding the annual subscription of an ordinary member of the Company, provided that at least one week before the meeting of the Committee at which such a resolution is passed, the member has received notice of:

- a) the meeting;
- b) the allegations made against the member;
- c) the intended resolution;
- d) the opportunity (at the meeting and before the passing of the resolution) for that member to give an oral or written explanation or defence.

Any such member may, by notice in writing, lodge with the Secretary at least twenty-four (24) 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 Company in general meeting. If a member so elects, an extraordinary general meeting of the Company will be called. If at the extraordinary meeting, a resolution is passed by a majority of two-thirds (2/3) of those present and voting, (such vote to be taken by ballot) the member concerned will be dealt with accordingly. If a resolution is passed for the expulsion of a member, that member's name will be removed from the Register of Members.

8 Ordinary Members

8.1 The fee for Ordinary Membership will be equal to two (2) times the then current annual subscription of an Ordinary Member.

8.2 Upon an application for Ordinary Membership being accepted, the Secretary will send the applicant written notice of their acceptance and a request for payment of the fee described in clause 8.1). On the date of service of such notice, the applicant will become a member of the Company and entered on the Register of Members.

8.3 Payment of the fee falls due on the date the applicant receives notice of their acceptance.

8.4 An applicant may, at any time until such notice of acceptance for membership has been served, withdraw their application for membership and all monies paid by the applicant to the Club will be refunded.

Resignation of Ordinary Member

8.5 An Ordinary Member must not assign or transfer his membership but may at any time, by giving notice in writing to the Secretary, resign from membership of the Company. If a member resigns from membership they will continue to be liable for:

- a) any annual subscription and all arrears due and unpaid at the date of resignation; and

- b) all other moneys due to the Company; and in addition for any sum not exceeding ten dollars (\$10.00) for which they are liable as a member of the Company under clause 5.2.

The Committee in its absolute discretion may remit the whole or any part of the entrance fee paid by an Ordinary Member.

9 Debentures

Purchase

- 9.1 Following approval of a membership application and payment of the entrance fee, a new member may negotiate to purchase a Debenture.
- 9.2 The fee payable for a Debenture must be determined by the seller and the purchaser of that Debenture.
- 9.3 A Debenture is not transferable except as specifically provided by clause 9.

Register of Debenture Holders

- 9.4 A Register of Debenture Holders will be kept by the Company. The record contained in the Register of Debenture Holders will be final in the case of dispute.
- 9.5 No scrip will be issued (unless otherwise decided by the Committee).
- 9.6 As far as the Company is concerned, the recorded holder of a debenture will be treated as the absolute owner and the Company will not be responsible for acknowledging any limited or other interest, trust or minority. The receipt of the recorded holder will be full and sufficient discharge to the Company for all purposes for which the receipt is given.

Resignation of Debenture Holder

- 9.7 Any Debenture Holder wishing to resign from the Company may assign his or her debenture to a person approved by the Committee as being a suitable member of the Company. In the event of a Debenture Holder being unable to assign his or her debenture to such an approved person, the Committee may acquire on behalf of the Company the debenture held by the retiring Debenture Holder on payment of the debenture's unredeemed face value. However, the Committee will not be obliged to make payment until the debenture has been taken up by another applicant. The Committee will be entitled to deduct from the amount payable on such redemption any fees, compensation or other moneys owing to the Company by the retiring Debenture Holder concerned.

Expulsion of a Debenture Holder

- 9.8 In the event of expulsion of a Debenture Holder (whether for non-payment of subscription or for disciplinary or other reasons) the Committee will purchase on behalf of the Company, at its unredeemed face value, the debenture held by the person expelled. However the Committee will not be obliged to make payment until the debenture has been taken up by another applicant. The Committee will be entitled to deduct from the amount payable, on redemption, any fees, compensation or other moneys owing to the Company by the expelled Debenture Holder concerned.

Debentures acquired by the Committee

- 9.9 Debentures acquired by the Committee (which are not taken up in accordance with the special provisions contained in clause 9.7 above) and any new debentures to be issued by the Company, may be made available for such value as determined by resolution at a general meeting of the Company, to applicants for membership whose applications as Debenture Holders are approved by the Committee.

Other matters relating to Debentures

- 9.10 Payment of interest, the issue of security, the redemption and other conditions not otherwise herein specified will be as decided, from time to time, by annual general meeting or special general meeting of the Company.
- 9.11 All debentures will rank jointly as a first charge on the property of the Company (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 will be a floating security. The Company will not be at liberty to create any mortgage or charge in priority to the debentures.

10 General Meetings

First General Meeting

- 10.1 The first general meeting of the Company will be held at such time, not being less than one month and not more than three months after the incorporation of the Company, and at such place as the Committee may determine.

Annual General Meetings

- 10.2 An Annual General Meeting of the Company will be held in accordance with the provisions of the Act. All general meetings, other than Annual General Meetings, will be called extraordinary general meetings.
- 10.3 Any member of the Committee may, whenever they think fit, convene an extraordinary general meeting. Extraordinary general meetings will be convened on such requisition or in default, may be convened as provided by the Act.
- 10.4 Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, at least twenty one (21) days' notice (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) will be given to those entitled to receive notices from the Company, specifying:
- a) the place;
 - b) the day;
 - c) the hour of meeting; and
 - d) in case of special business, the general nature of that business.
- 10.5 For the purposes of clause 10.4, all business will be special business if it is transacted at an extraordinary general meeting or at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the election of the Committee in the place of those retiring, and the appointment of Auditors.

Business at General Meetings

- 10.6 No item of business will be transacted at any general meeting unless a quorum of members is present at the time when the meeting considers that item of business.

Quorum

- 10.7 Except where this Constitution states otherwise, eight (8) members, being Debenture Holders, present in person will constitute a quorum. For the purpose of this clause "member" includes a person attending as a proxy.
- 10.8 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, will be dissolved. In any other case it will 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. 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 (3)) will constitute a quorum.

Chairperson at General Meetings

- 10.9 The President will preside as Chairman at every general meeting of the Company, 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 will elect one of their number to be Chairman of the meeting.
- 10.10 The Chairman may, with the consent of any meeting at which a quorum is present (and will, if directed by the meeting) adjourn the meeting from time to time and from place to place, but no business will 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 (30) days or more, notice of the adjourned meeting will be given as in the case of an original meeting. Except as provided above, it will not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.

Voting

- 10.11 At any general meeting, a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands) by:
- a) the Chairman; or
 - b) at least three members present in person or by proxy.
- 10.12 Unless a poll is 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, an entry to that effect in the book containing the minutes of the business of the Company will be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 10.13 The demand for a poll may be withdrawn.

10.14 If a poll is duly demanded, it will 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 will be the resolution of the meeting at which the poll was demanded. However, a poll demanded on the election of a Chairman or on a question of adjournment will be taken immediately.

10.15 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 will be entitled to a second or casting vote.

10.16 A member may vote:

- a) in person;
- b) by proxy;
- c) by attorney; or
- d) on a show of hands.

Every person present at a general meeting, who is a member or a representative of a member, will have one vote and on a poll, Debenture Holders will be entitled to five (5) votes each and Ordinary Members one (1) vote each.

10.17 The majority of the voting power in the Company must not be held by less than ten (10) persons. In the event of a member being the holder or becoming the holder of more than one (1) debenture, such member must not be entitled to more than five (5) votes, regardless of the number of debentures held.

10.18 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 committee or by trustee or by such other person as properly has the management of their estate, and any such committee, trustee or other person may vote by proxy or attorney.

Proxy

10.19 The instrument appointing a proxy must be in writing:

- a) under the hand of the appointor; or
- b) under the hand of the appointor's attorney (duly authorised in writing).

10.20 The instrument appointing a proxy will be deemed to confer authority to demand, or join in demanding a poll.

10.21 A member will be entitled to instruct their proxy to vote in favour of or against any proposed resolutions. A member's instructions to their proxy must be in writing. Unless otherwise instructed the proxy may vote as they think fit.

- 10.22 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 must 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 will not be treated as valid.
- 10.23 The instrument appointing a proxy is deemed to be received when the instrument is received at any of the following:
- a) the company's registered office;
 - b) a fax number at the company's registered office;
 - c) a place, fax number or electronic address specified for the purpose in the notice of meeting:
- 10.24 A vote given in accordance with the terms of an instrument of proxy or attorney will be valid despite the previous death or unsoundness of mind of the principal or revocation of the instrument or the authority under which the instrument was executed if no intimation in writing of such death, unsoundness of mind or revocation has been received by the Company at its registered office before the commencement of the meeting of adjourned meeting at which the instrument is used.

11 Committee

Office Bearers

- 11.1 The office-bearers of the Company will consist of the following:
- a) a President;
 - b) an Honorary-Secretary; and
 - c) an Honorary Treasurer.

The above office bearers must be members of the Company, but nothing in this clause precludes a member from holding more than one such office simultaneously.

- 11.2 The Committee will consist of a President and eleven (11) other members, all of whom must be elected or appointed as provided by this clause. The Honorary Secretary and Honorary Treasurer must be appointed by the Committee from within its own ranks.
- 11.3 At the first general meeting of the Company and at all succeeding Annual General Meetings the President will be elected from among the members and the result of such election will be announced before any other election proceeds.
- 11.4 The President and other members of the Committee will hold office until the next Annual General Meeting when they will retire but they will be eligible for re-election.

Election of Committee

11.5 The election of the President and other members of the Committee will be conducted in the following manner:

- a) any two members of the Company will be at liberty to nominate any other member to serve as President or other member of the Committee.
- b) the nomination, which must be in writing and signed by the member, the proposer and a seconder, must be lodged with the Secretary before the Annual General Meeting at which the election is to take place.
- c) balloting lists will be prepared (if necessary) containing only the names of the candidates (in alphabetical order) and each member present at the Annual General Meeting will be entitled to vote for any member of such candidates not exceeding the number of vacancies.
- d) in case there is not a sufficient number of candidates nominated to complete a Committee of twelve (12), the Committee will fill up the remaining vacancy or vacancies.
- e) The Company may, from time to time, by ordinary resolution passed at a general meeting, increase or decrease the number of office-bearers or other members of the Committee.
- f) The Committee will 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. The total number of office-bearers or other members of the Committee must not at any time exceed the number fixed in accordance with this Constitution. Any office-bearer or other member of the Committee so appointed will hold office only until the next following Annual General Meeting.
- g) The Company may, by ordinary resolution, remove any office-bearers or other member of the Committee before the expiration of their period of office. The Company may, by ordinary resolution, appoint another person in their stead. Any person so appointed will hold office only until the next following Annual General Meeting.
- h) The office of a member of the Committee will become vacant if the member:
 - (i) ceases to be a member of the Committee by virtue of the Act;
 - (ii) becomes bankrupt or makes any arrangements or composition with their creditors generally;
 - (iii) becomes prohibited from being a director of a company by reason of any order made under the Act;
 - (iv) 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;
 - (v) resigns office by notice in writing to the Company;

- (vi) holds any office of profit under the Company;
- (vii) ceases to be a member of the Company; or
- (viii) is directly or indirectly interested in any contract or proposed contract with the Company provided that a member must not vacate office by reason of them being a member of any corporation, society or association which has entered or proposes to enter into a contract with the Company, if such corporation, society or association is among the class of companies referred to in the provisions of clause 4 of this Constitution or if they have declared the nature of their interest in the manner required by the Act.

Power and Duties of the Committee

- 11.6 The business of the Company will be managed by the Committee.
- 11.7 The Committee may pay all expenses incurred in promoting and registering the Company and may exercise all powers of the Company which are not, by the Act or by this Constitution, required to be exercised by the Company in general meeting. This clause is subject to this Constitution, to the provisions of the Act, and to such requirements as may be prescribed by the Company in general meeting. Any rule, regulation or by-law of the Company made by the Committee may be disallowed by the Company in general meeting but so that no resolution of or regulation made by the Company in general meeting can invalidate any prior act of the Company which would have been valid if that resolution or regulation had not been passed or made.
- 11.8 The Committee may exercise all the powers of the Company to borrow money and to mortgage or charge its property, or any part of its property, and to issue debentures and other securities whether outright or as security for any debt, liability, or obligation of the Company.
- 11.9 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, must 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.
- 11.10 The Committee will 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 Company and of the Committee; and
 - c) of all proceedings at all meetings of the Company and of the Committee.

Such minutes must be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting.

- 11.11 Without limiting its general powers of management and control as vested in the Committee by this Constitution, the Committee will have the following special powers:

- a) from time to time, to make such decisions, by-laws, rules and amendments to this Constitution as it thinks fit to promote the objects and assist in the smooth management of the Company, provided that such decisions and by-laws do not conflict with this Constitution;
- b) to define the rights and obligations of and to control visitors to the Company;
- c) to fix, from time to time, the accommodation rates and charges for the use of Company facilities by Debenture Holders and Ordinary Members.
- d) to provide for compensation to be paid by members responsible for damage to Company property and to make such provisions as to payment and penalties for late payment as it (from time to time) thinks fit;
- e) to appoint and dismiss staff and to determine the duties of staff engaged from time to time;
- f) to discipline any member in any manner it considers applicable (but subject to clauses 7.16 to 7.19) in relation to such member's own conduct or in relation to any guest or visitor introduced by such members.

Business of the Committee

11.12 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 will on the requisition of a member of the Committee) summon a meeting of the Committee.

Voting

11.13 Subject to this Constitution, questions arising at any meeting of the Committee will be decided by a majority of votes and a determination by a majority of the members of the Committee. In case of an equality of votes the Chairman of the meeting will have a second or casting vote.

11.14 A member of the Committee must not vote in respect of any contract or proposed contract with the Company in which they are interested, or any matter arising from such a contract, and if a member does so vote, their vote will not be counted.

Quorum

11.15 The quorum necessary for the transaction of the business of the Committee will be four (4) or such greater number as may be fixed by the Committee.

11.16 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 this Constitution 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 Company, but for no other purpose.

Chairperson

11.17 The President will preside as Chairperson at every meeting of the Committee, or if there is no President, or if at any meeting the Chairperson 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.

Delegation of Power

11.18 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 Company as the Committee thinks fit. Any sub-committee so formed must comply with any regulations that may be imposed by the Committee and will have power to appoint any members of the Company. All members of such committees will have one (1) vote.

Sub- Committees

11.19 A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting will be determined by a majority of votes of the members present, and in the case of an equality of votes the Chairman will have a second or casting vote.

Valid Acts of the Committee

11.20 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 will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Committee or person acting, 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.

11.21 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, will be as valid and effective as if it had been passed at a meeting of the Committee duly convened and held.

Financial Decisions

11.22 Any financial decision over five thousand dollars (\$5,000) requires the approval of the following:

- a) the President; and
- b) the Treasurer; and
- c) two (2) other Committee members.

12 Secretary

12.1 The Honorary Secretary appointed by the Committee will be the Secretary of the Company for all purposes.

13 Seal

- 13.1 The Committee will provide for the safe custody of the common seal, which must only be used by the authority of the Committee or of a sub-committee of members of the Committee authorised by the Committee.
- 13.2 Every instrument to which the Company seal is affixed must be signed by:
- a) a member of the Committee; and
 - b) by the Secretary or by a second member of the Committee or by some other person appointed by the Committee for that purpose.

14 Audit

- 14.1 A properly qualified Auditor or Auditors will be appointed and their duties regulated in accordance with the Act and clause 6 of this Constitution.

15 Notices

- 15.1 Any notice required by law or by or under this Constitution to be given to any member or applicant for membership, must be given
- a) by sending it by post to that person's registered address, or to the alternative address (if any) nominated by the member for giving of notices; or
 - b) by sending it to the member by electronic address (if any) or other electronic means (if any) nominated by the member
- 15.2 A notice of meeting sent by post is taken to be given 3 days after it is posted. A notice of meeting sent by electronic means, is taken to be given on the business day after it is sent.
- 15.3 Notices of every general meeting must be given in any manner authorised by this clause 15 to each of the following persons:
- a) every member, except those members who (having no registered address within the State) have not supplied to the Company an address within the State for the giving of notices to them; and
 - b) the Auditor or Auditors for the time being of the Company.
- 15.4 No other person will be entitled to receive notices of general meetings.

16 Winding Up

- 16.1 The Company will be wound up in the event of the membership falling below thirty (30) persons.
- 16.2 For the purpose of applying this clause, a person and their relatives and nominees or the nominees of any of their relatives will be deemed to be one person.

- 16.3 The provisions of clauses 5.2 to 5.4 of this Constitution relating to the winding up or dissolution of the Company will have effect and be observed, in the event of winding up of the Company.

17 Indemnity

- 17.1 Every member of the Committee, the Auditor/s, the Secretary and all other officers for the time being of the Company will be indemnified out of the assets of the Company against any liability arising out of the execution of the duties of office which is incurred in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application under the Act in which relief is granted to them by the Court in respect of any negligence, default, breach of duty or breach of trust.

18 Disputes Resolution

- 18.1 The Company is required to establish and maintain an appropriate complaints resolution and mediation process.
- 18.2 The Committee has the authority to amend the complaints resolution and mediation process from time to time
- 18.3 Members and their guests must raise any complaint or dispute within 30 days of the matter or incident arising.
- 18.4 The Company requires members to attempt to resolve their disputes with the Company before proceedings can be commenced for mediation or litigation.
- 18.5 In the event of mediation, all parties are responsible for an equal share in the costs associated with the mediation.

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