

Constitution	Memorandum of Association
1. Background and Introduction	
1.1 The name of the Club is "University Ski Club".	<i>No change</i>
1.2 The Club is one of the oldest ski clubs in Victoria, being formed in 1929 as an initiative of likeminded students attending Melbourne University. The purpose was to foster and popularise skiing among past and present members of Melbourne University. The Club was originally called Melbourne University Ski Club, but in 1934, as skiing became accepted as an official intervarsity sport, a separate and solely undergraduate club of the same name was established and the Club continued as University Ski Club.	<i>New</i>
1.3 The Club is a company limited by guarantee and registered in Victoria.	2. The place in Victoria in which the registered office of the Club is proposed to be situated in Melbourne in the State of Victoria
This Constitution of the Club shall be construed in accordance with the Law and replaces the previous Memorandum and Articles of Association.	<i>New, procedural</i>
2. Objects	
2.1 The objects of the Club are to:	3. The objects for which the Club is formed are:
(a) encourage, develop facilities for, and foster interest in, the sports of skiing and snow-boarding (including competitive racing at both intra-club and inter-club levels) and other summer and winter mountain sporting activities among:	(a) To encourage, develop facilities for, and foster interest in, ski-ing among past and present members of the University of Melbourne and of all other universities recognised by the University of Melbourne. (b) To promote inter-University Ski-ing contests.

(i) past or present students of a University or other higher education institution approved by the Committee from time to time; and	<i>See above</i>
(ii) children attending schools approved by the Committee for annual membership from time to time (for the specific purpose of fostering the sport of skiing and snowboarding amongst school children and encouraging new members of the Club);	<i>New</i>
(b) provide, furnish and maintain Club facilities for its Members, families and friends;	3(c) To provide furnish and maintain club facilities for its members and friends.
<i>No longer required</i>	3 (d) To take over the assets and liabilities of the present unincorporated Club known as the "University Ski Club" and to acquire and dispose of any real and personal property for the benefit of the Club.
(c) do all such other things as are incidental or conducive to the attainment of the above objects or any of them or which may be conveniently carried on and done in connection therewith or which may be calculated directly or indirectly to enhance the value of any venture or property of the Club; and	(e) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them or-which may be conveniently carried on and done in connection therewith or which may be calculated directly or indirectly to enhance the value of any venture or property of the Club.
(d) borrow or secure the payment of money in such manner as the Club shall think fit and in particular by granting a charge upon all or any of the property (both present and future) and to redeem or pay off any such borrowing or security.	(f) To borrow or secure the payment of money in such manner as the Club shall think fit and in particular by issue of debentures or debenture stock perpetual or otherwise charged upon all or any of the property (both present and future) and to redeem or pay off any such securities.
2.2 It is hereby declared that the intention is that the objects specified in each of the paragraphs of this clause shall (except where otherwise expressed in such paragraph) be construed inclusively and not in a manner that would limit or restrict	AND IT IS HEREBY DECLARED that the intention is that the objects specified in each of the paragraphs of this clause shall (except where otherwise expressed in such paragraph) be construed in

the interpretation of this Constitution.	the most liberal way and shall in no wise be limited or restricted by reference to or inference from the terms of the first or any other paragraph or the name of the Club.
3. Interpretation	<i>New, procedural, but see also clause 1 of Articles of Association</i>
4. Replaceable Rules Inapplicable	<i>New, procedural</i>
5. Use of Income and Property	
5.1 The income and property of the Club shall be applied solely towards the promotion of the objects set forth in this Constitution and no portion thereof shall be paid or transferred, either directly or indirectly, or by way of dividend, bonus or profit, to any person who at any time is or has been a Member of the Club, or to any person claiming through them provided that:	5. The income and property of the Club shall be applied solely towards the promotion of the objects set forth in this Memorandum and no portion thereof shall be paid or transferred either directly or indirectly or by way of dividend bonus or profit to any person who at any time is or has been a member of the Club or to any person claiming through him ALWAYS PROVIDED that:
(a) if the Club desires to reward any Member for goods or services provided by the Member to the Club, then it shall have power to do so by the payment to such Member of such a sum of money as it shall see fit as an honorarium;	(a) if the Club desire to reward any member for services to the Club then it shall have power to do so by the payment to such member of such a sum of money as it shall see fit as an honorarium;
(b) any rebate discount or other concession granted to any Member of the Club by any other person, firm, corporation or government department in respect of any transaction made between the Club and such other person or body for the purpose of securing any such benefit for such Member, shall be specifically excluded from and not be in any way deemed a breach of the above provisions; and	(b) any rebate discount or other concession granted to any member of the Club by any other person firm corporation or government department in respect of any transaction made between the Club and such other person or body for the purpose of securing any such benefit for such member shall be specifically excluded from and not be in any way deemed a breach of the above provisions;
(c) this clause shall not limit the Club contracting in the ordinary course of business with any Member.	(c) this clause shall not limit the Club contracting in the ordinary course of business with

	any Club member.
<p>5.2 If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed among the Members of the Club, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club, 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 Club, such institution or institutions to be determined by the Members of the Club at or before the time of dissolution, and in default thereof by such Judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the foregoing provision then to some charitable object.</p>	<p>6. The fifth paragraph of this memorandum is a condition on which a license may be granted to the Club in pursuance of Section 18 of the Companies Act 1938.</p> <p>7. If any member of the Club pays or receives any dividend bonus or other profit in contravention of the terms of the fifth paragraph of this Memorandum his liability shall be unlimited.</p> <p>8. Every member of the Club undertakes to contribute to the assets of the Club for payment of the debts and liabilities of the Club contracted while he was a member and of the expenses of winding up the Club such amount as may be required not exceeding \$1.00 in the event of the Club being wound up during the time that he is a member or within a year thereafter.</p> <p>9. If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed among the members of the Club but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club, 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 Club under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Club at or before the time of dissolution, and in default thereof by such Judge of the Supreme Court of Victoria as may have or acquire jurisdiction in</p>

	the matter and if and so far as effect cannot be given to the foregoing provision then to some charitable object.
6. Members	
6.1 General	
(a) The Members consist of:	
(i) all current persons registered as Members of the Club (including full Members, Life Members, Associate Members and Provisional Members) at the date this Constitution is adopted as the Constitution of the Club; and	4. The subscribers to the Memorandum of Association and all persons who were members of the Club before incorporation shall be members of the Club upon incorporation provided that the current subscription of each subscriber or person has been paid.
(ii) all other persons admitted to membership in accordance with this Constitution.	
(b) The Committee may from time to time determine the number of Members of the Club, including the number of Provisional or School Members.	2. The Committee may from time to time determine the number of members of the club, including the number of Associate and Provisional Members.
6.2 Membership Qualifications	
(a) A person cannot become a Member of the Club unless the person is a past or present student of a university or other higher education institution approved by the Committee from time to time.	3. No person except a past or present member of the Melbourne University Union or a past or present member of a University recognised by the University of Melbourne may become a member of the Club.
(b) A school can only be a School Member if approved by the Committee for annual membership from time to time (for the specific purpose of making the sport of skiing and snowboarding accessible to schoolchildren and encouraging new Members of the Club).	New
6.3 Nomination and Election of Members	
(a) Subject to clause 6.2 of this Constitution, any person who wishes to become a Member of the Club shall make application in	5. Subject to Article 3 of these regulations, any person who wishes to become a member of the Club shall make application in writing

writing to the Secretary.	to the Secretary of the Club. The application must be signed by the applicant for membership and by his proposer and seconder (who must be members of the Club) and shall be in the following form:-
(b) Except in the case of School Membership, the application must be signed by the applicant for membership and by his or her proposer and seconder (who must be Members of the Club) and shall be in the form prescribed by the Club. In the case of School Memberships, the application must be signed by an employee of the relevant school but does not need to be proposed or seconded.	New
(c) All applications for membership shall be considered by the Committee at such times and in such a manner as the Committee may determine.	6. All applications for membership shall be considered by the committee at such times and in such manner as the Committee in its discretion deems fit. (Amended from original Article 6).
(d) Every applicant for membership who is accepted by the Committee shall be duly notified to that effect by the Secretary who shall also request that the successful applicant pay the entrance fee and at least one year's subscription.	7. Every applicant for membership who is accepted by the Committee shall be duly notified to that effect by the Secretary who shall also request that the successful applicant pay the entrance fee and at least one year's subscription. If the said entrance fee and subscription are not paid by an applicant within one month of the date of the said notification to him by the Secretary (or within such further period as the Committee may from time to time determine) then both the application and the acceptance by the Committee shall be of no effect. (Amendment made 30.3.1966 replaced earlier Article 7).
(e) If the entrance fee and subscription are not paid by an applicant within one month of the date he or she is notified by the Secretary (or within such further period as the	New

<p>Committee may from time to time determine) then both the application and the acceptance by the Committee shall be of no effect.</p>	
<p>7. Classes of Members</p>	
<p>7.1 The Committee may from time to time:</p>	
<p>(a) establish such additional categories of membership and may make appropriate provisions for the granting of such membership and the conditions of such membership;</p>	<p>New</p>
<p>(b) change or modify the existing entitlements of Members with regard to the Member's rights to book accommodation at the Club's lodges, have guests and Member's Affiliates stay at the Club's lodges or the right to book during priority periods provided that such changes are solely for administration, safety or other reasonable factors.</p>	<p>New</p>
<p>7.2 Life Membership</p>	
<p>(a) The Club may confer Life Membership upon any Member in consideration of long and outstanding service to the Club.</p>	<p>8. The Club may confer Life Membership upon any member in consideration of long and outstanding service to the Club.</p>
<p>(b) A member of the Committee may at any properly constituted meeting of the Committee propose a Member of the Club for Life Membership. If the members of the Committee at such meeting agree to the nomination without dissent, the nomination shall be placed before Members at a General Meeting of the Club.</p>	<p>A member of the Committee may at any properly constituted meeting of the Committee propose a member of the Club for Life Membership. Provided that the members of the Committee at such meeting agree to the nomination without dissent, the nomination shall be placed before members at a General Meeting of the Club.</p>
<p>(c) The passing of a resolution electing a Life Member requires a 75% majority of Members voting at such General Meeting.</p>	<p>The passing of a resolution electing a Life Member shall require a three fourth majority of members present at such General Meeting.</p>
<p>(d) A Life Member shall be entitled to all the rights and privileges of membership of the Club but shall be absolved from the payment of the Member's annual subscription,</p>	<p>9. A Life Member shall be entitled to all the rights and privileges of membership of the Club but shall be absolved from the payment of the member's</p>

<p>provided that they shall be required to pay all dues and subscriptions paid specifically on their behalf by the Club to other bodies connected with mountain activities.</p>	<p>annual subscription and any requirement to contribute money on the security of an issue of debentures, PROVIDED THAT he shall be required to pay all dues and subscriptions paid specifically on his behalf by the Club to other bodies connected with skiing.</p> <p>(Amended 14.2.1981 by addition of words "any requirement to contribute money on the security of an issue of debentures").</p>
<p>7.3 Associate Members</p>	
<p>(a) Any Member who has been a Member of the Club for 25 years and is 70 years of age or over may, on application to the Committee, become an Associate Member of the Club, provided that at no time shall the number of Associate Members of the Club exceed 25% of the total membership of the Club.</p>	<p>9A Any member who has been a member of the Club for 25 years may, on application to the Committee, become an Associate member of the Club, provided that at no time shall the number of Associate members of the Club exceed 25% of the total membership of the Club.</p>
<p>(b) The Committee may, in exceptional circumstances, permit a Member to become an Associate Member notwithstanding they have not been a Member for 25 years or are not 70 years of age or older.</p>	<p>In addition, the Committee may in exceptional circumstances, permit a member to become an Associate member notwithstanding he has not been a member for 25 years.</p>
<p>(c) An Associate Member shall not be liable for any levies or calls other than the annual subscription applicable to Associate Members and any amount required to be paid.</p>	<p>An Associate member shall not be liable for any debentures or levies or calls other than the annual subscription applicable to Associate members and any amount required to be paid pursuant to Clause 8 of the Memorandum of Association of the Club.</p>
<p>(d) Associate Members shall not be eligible for election to the Committee of the Club and may not nominate any Member to the Committee of the Club but shall, in all other respects, have the same rights and duties as other members of the Club.</p>	<p>Associate members shall not be eligible for election to the Committee of the Club nor to nominate any member to the Committee of the Club nor to exercise any vote at any meeting of the Club but shall, in all other respects, have the same rights and duties as other members</p>

	of the Club.
7.4 Provisional Members	PROVISIONAL MEMBEERS
(a) The Committee may determine the number of Provisional Members from time to time as part of the total number of Members determined by the Committee under clause 6.1(b). An individual may apply for Provisional Membership of the Club in the same way as a full member.	9B The Committee may determine the number of Provisional Members from time to time as part of the total number of members determined by the Committee under clause 2. An individual may apply for Provisional Membership of the Club in the same way as a full member.
(b) Provisional Members:	Provisional Members:
(i) have no right to vote at Members' meetings;	(a) have no right to vote at members meetings;
(ii) will not be able to book use of the Club's lodges during the winter period unless determined otherwise by the Committee from time to time (which may include altering the membership rights under section Error! Reference source not found..1(b));	(b) will not be able to book use of the Clubs lodge's during the winter period unless determined otherwise by the Committee from time to time;
(iii) are only required to pay 50% of the entrance fee and 50% of the annual subscription payable by full members as determined by Members in Annual General Meeting;	(c) are only required to pay 50% of the entrance fee, annual subscription and any debentures payable by full members as determined by the Club in annual general meeting pursuant to clause 13;
(iv) will not be entitled to be a member of the Committee; and	(d) will not be entitled to be a member of the executive (but may be an ordinary committee member); and
(v) may become Associate Members but always subject to the limits set out in this clause.	(e) may become Associate Members but always subject to the limits set out in this clause 9B.
(c) A Provisional Member may convert their membership to full membership by the same application process as new Members, including any waiting list or eligibility criteria.	9C Provisional Member may convert their membership to full membership by the same application process as new members, including any waiting list or eligibility criteria.

<p>(d) If a Provisional Member paid 50% of an entrance fee when they initially joined and an entrance fee is applicable at the time full membership is offered, the Provisional Member will be credited as having paid 50% of the any applicable entrance fee on becoming a full Member.</p>	<p>If a Provisional Member paid 50% of an entrance fee when they initially joined and an entrance fee is applicable at the time full membership is offer, the Provisional Member will be credited as having paid 50% of the any applicable entrance fee on becoming a full member.</p>
<p>(e) Full Members are not able to convert to Provisional Members.</p>	<p>Full members are not able to convert to Provisional Members.</p>
<p>7.5 School Membership</p>	<p>New</p>
<p>8. Rights and Duties of Members</p>	
<p>8.1 Subscriptions</p>	
<p>The payment by any Member of their subscription shall imply their acquiescence to the Constitution of the Club and shall bind him or her accordingly.</p>	<p>42. The payment by any member of his subscription shall imply his acquiescence in the Memorandum and Articles of Association and By Laws of the Club and shall bind him thereunder accordingly.</p>
<p>8.2 Communications</p>	
<p>All communications to Members shall be deemed to have been properly served if they are sent through the post to the Member's address or sent via email to the Member's email address. The address and email address of any Member for the purpose of service of any communication shall be the address and email address given on that Member's application for membership or such other address or email address of which the Member informs the Secretary in writing.</p>	<p>43. All communications to members shall be deemed to have been properly served if they are sent through the post in a prepaid letter envelope to the member's address. The address of any member for the purpose of service of any communication shall be the address given on that member's application for membership or such other address of which the member informs the Secretary in writing.</p>
<p>8.3 Register of members</p>	
<p>(a) The name of each person who becomes a Member shall be entered in the Register of Members together with the date of their election and their address. No name shall be removed from the Register of Members except by order of the Committee duly minuted.</p>	<p>44. The name of each person who becomes a member shall be entered in the Register of Members together with the date of his election and his address. No name shall be removed from the Register of Members except by order of the Committee duly minuted.</p>
<p>(b) The name of a School Member will be entered into the Register of</p>	<p>New procedural</p>

Members for the year for which the membership is granted and will be removed on expiry.	
9. Fees to be paid by Members	
9.1 Entrance Fee	
The entrance fee payable by Members is such amount as determined from time to time by the Club in General Meeting and such determination shall require 75% majority of Members voting at such General Meeting.	<p>13. The amount of the entrance fee to the Club, the annual subscription, or subscriptions for both members and Associate members and the amount of any debentures to be issued to members of the Club and the date at which membership be determined for the issue of such debentures, shall be determined from time to time by the Club in general meeting and such determination shall require a three fourths majority of members attending such general meeting.</p> <p>(Amended 14.2.1981 adding reference to debentures).</p> <p>(Further amended 28.7.1982 adding reference to subscription of Associate members).</p>
9.2 Annual Subscription	
(a) The annual subscription payable by Members is such amount as determined from time to time by the Club in General Meeting and such determination shall require a 75% majority of Members voting at such General Meeting.	<i>See above</i>
(b) The annual subscription shall be due and payable on the first day of January.	14 Subject to Article 7 of these regulations, the annual subscription shall be due and payable on the first day of January.
<i>No longer needed</i>	<p>(Deleted at Extraordinary General Meeting 11.3.1970).</p> <p>16. The Club may, in general meeting, subject to such conditions, as it sees fit, determine that if any member of the Club fails to take up the number of debentures which he is requested by the Club to take up (being the</p>
9.3 No rights	
While a Member's annual subscription remains unpaid, a Member shall not be entitled to any of the rights and privileges of membership of the Club and each provision of this Constitution	17. While his annual subscription being due remains unpaid a member shall not be entitled to any of the rights and privileges of

relating to rights of Members shall be read subject to this clause.	membership of the Club and each provision of these Articles relating to rights of Members shall be read subject to this Article.
9.4 Waiver	
The Committee may at any time fix at different rates, suspend or waive payment of the entrance fee or annual subscription in favour of any Member.	New
10. Cessation of Membership	
10.1 Cessation	New
A person ceases to be a Member of the Club if the person:	
(a) dies;	
(b) resigns that membership;	
(c) fails to pay that person's annual subscription within six months from the date determined by the Committee;	
(d) is expelled from the Club under this Constitution; or	
(e) is a person whose actions in the opinion of the Committee brings the Club into serious disrepute.	
10.2 Resignation / Retirement	
(a) A Member may resign or retire from membership of the Club by making known his or her intention to do so to the Secretary in writing.	10. A member may retire from membership of the Club making known his intention to do so to the Secretary in writing,
(b) Resignation or retirement from membership shall not relieve a Member of their liability to pay any outstanding fees or annual subscription.	but retirement from membership shall not relieve a member of his liability to pay arrears of his subscription.
10.3 Membership not transferable	
A right, privilege or obligation, which a person has by reason of being a Member of the Club:	New
(a) is not capable of being transferred or transmitted to another person; and	
(b) terminates upon cessation of the person's membership.	
10.4 Reinstatement of a Member	

<p>The Committee may, upon application to it, resolve to reinstate a person whose membership has lapsed by reason of this Constitution if good reason is shown.</p>	
<p>10.5 No rights upon cessation</p>	
<p>A person whose membership of the Club has ceased for any cause shall have no rights whatever in the assets of the Club.</p>	
<p>11. Discipline of Members</p>	<p>45 If a member commits a grave breach of the By Laws or if he so conducts himself that the committee deems if desirable that he should, cease to be a member, he shall be called before the Committees. The Committee may in its discretion caution, suspend him or require him to resign.</p> <p>46. A person ceasing to be a member by virtue of the provisions of Articles 45 shall have a right of appeal to a Special General Meeting of the Club within two months of his suspension or resignation.</p>
<p>12. Office-Bearers and Committee</p>	
<p>12.1 Office-Bearers</p>	
<p>(a) The Office-Bearers of the Club are:</p>	
<p>The President</p> <p>(b) The Club shall be governed by a Committee made up of the following persons:</p>	<p>The Treasurer The office bearers of the Club shall be :</p> <p>The Secretary</p> <p>The President The Vice Presidents</p> <p>The Auditor The Secretary</p> <p>The Treasurer Nine Ordinary Committee Members</p>
<p>The President</p> <p>Ordinary Committee Members</p> <p>12.2 Ordinary Committee</p>	<p>The Treasurer The Club shall be governed by the Committee which shall consist of the following persons :-</p> <p>The Secretary</p>

	<p>The President The Secretary</p> <p>The Treasurer</p>
<p>In addition to the Office-Bearers of the Club, the Club must have a minimum of 6 and not more than 12 Ordinary Committee Members. The number of Ordinary Committee Members elected at the Annual General Meeting will be as recommended by the outgoing Committee.</p>	<p>From AGM 1997</p> <p>Up to Twelve but not less than Nine Ordinary Committee Members.</p> <p>Up to Twelve but not less than Nine Ordinary Committee Members and the number of Ordinary Members elected at an annual general meeting (AGM) will be as recommended by the outgoing committee to the AGM.</p> <p>the quorum of the Committee at a regular meeting shall be 2/3 of the committee and shall be 1/2 of the committee at a Special Meeting.</p>
<p>12.3 Casual Vacancies</p>	
<p>The Committee shall have the power to fill any vacancy occurring on the Committee until the next Annual General Meeting.</p>	<p>20. The Committee shall have the power to fill any vacancy occurring on the Committee until the next Annual General Meeting.</p>
<p>13. Executive</p>	
<p>13.1 In circumstances where urgency does not permit a matter to be brought before the Committee, the President, Treasurer and Secretary may act as an executive of the Committee and deal with any matter with which the Committee normally deals. All decisions and actions of the executive shall be reported to the next Committee meeting.</p>	<p>22. In circumstances where urgency does not permit a matter to be brought before the Committee the President Treasurer and Secretary may act as an executive of the Committee and deal with any matter with which the Committee normally deals. All decisions and actions of the executive shall be reported to the next Committee meeting.</p>
<p>13.2 The quorum of the executive shall be three.</p>	<p>23. The quorum of the executive shall be three.</p>

14. Election of Officers and Committee	
14.1 Members at the Annual General Meeting shall elect all Office-Bearers and Ordinary Committee Members of the Club.	24. Subject to Article 20 and 21 all office bearers of the Club shall be elected by the members at the Annual General Meeting.
14.2 All Office-Bearers and Ordinary Committee Members shall be elected until the next Annual General Meeting where they shall retire and be eligible for re-election.	25. All office bearers shall be elected for one year. They shall retire at the Annual General Meeting and be eligible for re election.
14.3 Nomination of candidates for election as Office-Bearers and Ordinary Committee Members must be made in writing, signed by the nominee and two Members and delivered to the Secretary at least seven days prior to the Annual General Meeting. A list of the candidates for nomination must be available at the Annual General Meeting at which they are to be elected.	26. Nomination of candidates for election as Office bearers may be made as follows : (a) in writing signed by the nominee and two members and delivered to the Secretary prior to the Annual General Meeting; (b) at the Annual General Meeting by two members present when nominations are called for by the Chairman of the meeting.
14.4 The election of Office-Bearers and Ordinary Committee Members is to be determined by preference voting in accordance with clause 19.	27. Preference voting by poll shall be the method employed for the election of all office bearers. 28. The members present shall elect two of their number to act as Returning Officer and Assistant Returning Officer. The Returning Officer shall report the result of the poll to the Chairman of the meeting, who shall announce the result to the meeting.
15. Removal of Members of Committee	
The office of a member of the Committee shall become vacant if:	29. The office of a member of the Committee shall become vacant

<p>(a) they cease to be a Member of the Club;</p> <p>(b) they submit their resignation from the Committee in writing to the Secretary;</p> <p>(c) their office is declared vacant by a resolution of a General Meeting provided that due notice of this resolution is given to Members;</p> <p>(d) they absent them self without leave from the Committee for three consecutive regular meetings of the Committee provided that they have received prescribed notices of such meetings; or</p> <p>(e) they become an Associate Member.</p>	<p>(a) If he ceases to be a member of the Club.</p> <p>(b) If he submits his resignation in writing to the Secretary.</p> <p>(c) If his office is declared vacant by a resolution of a general meeting provided that due notice of this resolution is given to members.</p> <p>(d) If he absents himself without leave from the Committee for three consecutive regular meetings of the Committee provided that he has received a prescribed notices of such meetings.</p> <p>(e) If he becomes an Associate member.</p> <p style="text-align: right;">(Amended 28.7.1982.)</p>
<p>16. Meetings of Committee</p>	
<p>16.1 The Committee must meet at least 4 times in each year at the dates, times and places determined by the Committee.</p>	<p>30. The Committee shall meet at such times and places as it may arrange and a special meeting may be summoned at any time by the President or on requisition signed by two members of the Committee.</p>
<p>16.2 The date, time and place of the first Committee meeting must be determined by the members of the Committee as soon as practicable after the Annual General Meeting of the Club at which the members of the Committee were elected.</p>	<p>31. The quorum of the Committee at a regular meeting shall be eight and shall be six at a Special Meeting.</p>
<p>16.3 The President shall be Chair of the Committee but in his or her absence the Committee shall elect a Chair from among its number.</p>	<p>32. The President shall be Chairman of the Committee but in his absence the Committee shall elect a Chairman from among its number.</p>
<p>16.4 Questions arising at any meeting shall be decided by majority of votes. In the case of an equality of votes the Chair shall have a second or casting vote.</p>	<p>33. Questions arising at any meeting shall be decided by majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote.</p>
<p>16.5 Meetings of the Committee may be held electronically by telephone, internet, video conference or other means.</p>	<p>New</p>
<p>17. Powers and Functions of Committee</p>	

<p>17.1 The Committee shall have all the powers conferred on Directors under the Law and shall be the sole authority of the interpretation of this Constitution. The Committee may exercise all powers and do all things, which may be exercised or done by the Club, except those, which are required by this Constitution or the Law, to be exercised or done by the Club in General Meeting.</p>	<p>34. The Committee shall have all the powers conferred upon Directors by the Companies Act 1938 and shall be the sole authority of the interpretation of its by laws. The Committee may exercise all powers and do all things, which may be exercised or done by the Club, except those, which are required by these Articles or any Statute to be exercised or done by the club in general meeting.</p>
<p>17.2 Without limiting the generality of the preceding or any other clause of this Constitution, the Committee shall have power to make, alter and rescind rules and regulations as it may deem necessary including rules and regulations with respect to:</p>	<p>35. Without limiting the generality if the proceeding or any other Article of these Regulations, the Committee shall have power to make alter or rescind by laws as it may deem necessary including by laws with respect to:</p>
<ul style="list-style-type: none"> (a) the use of any premises under the control of the Club; (b) competitions and race meetings; (c) the conduct of Members in relation to one another including a Code of Conduct; and (d) the procedure at General Meetings and meetings of the Committee. 	<ul style="list-style-type: none"> (a) The use of any premises under the control of the Club. (b) Competitions and race meetings. (c) The conduct of members in relation to one another. (c) The procedure at General Meetings and meetings of the Committee.
<p>18. Sub-Committee</p>	
<p>18.1 The Committee at its discretion may and at the request of a General Meeting of Members shall appoint Members of the Club as a Sub-committee and subject to clause 18.2 shall delegate to such Sub-committee such powers as it may think fit or which may be required by a General Meeting of Members.</p>	<p>36. The Committee at its discretion may and at the request of a general meeting of members shall appoint members of the club as a Sub Committee and shall delegate to such Sub Committee such powers as it may think fit or which may be required by a general meeting of members.</p>
<p>18.2 The powers which are so delegated shall be specified by the Committee in writing under the hand of the Secretary as terms of reference to the Sub-committee. It shall however be an express condition of the constitution of a Sub-committee that it shall not have or be deemed to have power to commit the Club in contract at law and shall only function for the purpose</p>	<p>The powers which are so delegated shall be specified by the Committee in writing under the hand of the Secretary as terms of reference to the Sub Committee. It shall however be an express condition of a Sub Committee that it shall not have or be deemed to have power to commit the Club in contract at law and shall function for the purpose of making recommendations to the Committee.</p>

	of making recommendations to the Committee.	
18.3	The Committee shall appoint one of its number as Chair of each Sub-committee.	37. The Committee shall appoint one of its number as Chairman of each Sub Committee.
18.4	Each Sub-committee shall report in writing to the Committee from time to time, as the Committee requires.	38. Each Sub Committee shall report in writing to the Committee from time to time, as the Committee requires.
18.5	The quorum of a Sub-committee shall be fixed by its terms of reference.	39. The Quorum of a Sub Committee shall be fixed by its terms of Reference.
18.6	The Committee may appoint additional Members to a Sub-committee or fill vacancies on any Sub-committee.	40. The Committee may appoint additional members to or fill vacancies on any Sub Committee.
18.7	The President and Secretary of the Club shall ex-officio be members of each Sub-committee.	41. The President and Secretary of the Club shall ex officio be members of each Sub Committee.
18.8	Meetings of the Sub-committee may be held electronically by telephone, internet, video conference or other means.	New
19.	General Meetings	
19.1	The Annual General Meeting of the Club shall be held each calendar year and within 5 months after the end of its financial year.	47. The Annual General Meeting shall be held during the month of March in each year.
19.2	The notice convening the Annual General Meeting must state the time and place of the meeting and the business to be transacted and be sent to Members at least 21 days prior to the date of the meeting.	48. The notice convening this meeting shall state the time and place of such meeting and the business to be transacted and shall be sent to members at least fourteen days prior to the date of the meeting.
19.3	The business to be transacted at the Annual General Meeting shall be: (a) reception and adoption of the annual report and accounts; (b) election of Office-Bearers and Ordinary Committee Members for the ensuing year; (c) appointment of the Auditor; and (d) any other business which may be properly brought before the meeting.	49. The business to be transacted at the Annual General Meeting shall be :- (a) Reception and adoption of the Annual Report and Balance sheet. (b) Election of Office Bearers for the ensuing year. (c) Appointment of the Auditor. (d) And any other business, which may be properly brought forward.
19.4	A Special General Meeting shall be held by the direction of the Committee or on a	50. A Special General Meeting shall be held by the direction of

<p>written request to the Secretary signed by not less than twenty members. The direction or request shall state the purpose for which the meeting is to be held. The Secretary must notify Members not less than 21 days before the date of the meeting which shall be held within two months from the date of the direction or request as the case may be.</p>	<p>the Committee or on a written request to the Secretary signed by not less than ten members. The direction or request shall state the purpose for which the meeting is to be held. The Secretary shall notify members not less than fourteen days before the date of the meeting which shall be held within two months from the date of the direction or request as the case may be. (Amended to two months from one month 30.3.1966).</p>
<p>19.5 The quorum for a General Meeting is 20 Members who are entitled to vote.</p>	<p>51. Twenty members shall be a quorum for a General Meeting.</p>
<p>19.6 Subject to clause 7.4(b), every Member present at a General Meeting has one vote.</p>	<p>52. Every member present at a General Meeting shall have one vote but this Article shall be read subject to Article 17.</p>
<p>19.7 Except where a resolution requires a special majority, questions arising at a General Meeting will be decided by a majority of votes cast by the Members present at the meeting. A decision made in this way is for all purposes a decision of the Members.</p>	<p>53. Questions arising at a General Meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote.</p>
<p>19.8 If the votes are equal on a proposed resolution, the Chair of the meeting has a casting vote, in addition to any deliberative vote.</p>	<p>New, procedural, based on the model provisions from Governance Institute of Australia.</p>
<p>19.9 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is demanded:</p>	
<p>(a) before the show of hands is taken;</p>	
<p>(b) before the result of the show of hands is declared; or</p>	
<p>(c) immediately after the result of the show of hands is declared.</p>	
<p>19.10 A poll may be demanded by:</p>	
<p>(a) the Chair of the meeting</p>	
<p>(b) at least five Members entitled to vote on the resolution, or</p>	
<p>(c) Members with at least 5 per cent of</p>	

<p>the votes that may be cast on the resolution on a poll.</p>	
<p>A demand for a poll does not prevent a general meeting continuing to transact any business except the question on which the poll is demanded.</p>	
<p>19.11 Unless a poll is duly demanded, a declaration by the Chair of a general meeting that a resolution has on a show of hands been carried or carried unanimously, or carried by a particular majority, or lost, and an entry to that effect in the minutes of the proceedings of the Club, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against the resolution.</p>	
<p>19.12 If a poll is duly demanded at a general meeting, it must be taken in the way and either at once or after an interval or adjournment as the Chair of the meeting directs. The result of the poll as declared by the Chair is the resolution of the meeting at which the poll was demanded.</p>	
<p>19.13 A poll cannot be demanded at a general meeting on the election of a Chair of the meeting.</p>	
<p>19.14 The demand for a poll may be withdrawn with the Chair's consent.</p>	
<p>19.15 The Committee may determine that at any general meeting, a Member who is entitled to attend that meeting is entitled to a direct vote. A 'direct vote' includes a vote delivered to the Club by post, fax or other electronic means approved by the Committee. The Committee may specify the form, method and timing of giving a direct vote at a meeting in order for the vote to be valid.</p>	
<p>20. Minutes</p>	
<p>The Secretary or some other office-bearer of the Club duly authorised by the Committee to act in his stead shall attend all meetings of the Club and of the Committee and take minutes of the proceedings. Such minutes shall be appropriately</p>	<p>54. The Secretary or some other office Bearer of the Club duly authorised by the Committee to act in his stead shall attend all meetings of the Club and of the</p>

recorded and presented for confirmation at the following meeting.	Committee and take minutes of the proceedings. Such minutes shall be entered in a book and presented for confirmation at the following meeting.
21. Secretary	
<p>The Secretary shall:</p> <p>(a) Make the requisite entries in the Register of Members.</p> <p>(b) Keep a record of all proceedings and meetings and of the attendance of officers and members of the Committee at such meetings.</p> <p>(c) Do all other such things in relation to the affairs of the Club as the Committee may require him or her to do from time to time.</p>	<p>55. The Secretary shall:</p> <p>(a) Make the requisite entries in the Register of Members.</p> <p>(b) Keep a record of all proceedings and meetings and of the attendance of officers and members of the Committee at such meetings.</p> <p>(c) Do all other such things in relation to the affairs of the Club as the Committee may require him to do from time to time.</p>
22. Account and Monies	
22.1 A bank account shall be kept in the name of the Club.	56. A banking account shall be kept in the name of the Club.
22.2 All monies payable to the Club shall be recovered by the Treasurer or some other person authorised by the Committee and shall be paid into the bank account of the Club.	57. All monies payable to the Club shall be recovered by the Treasurer or some other person authorised by the Committee and shall be paid into the banking account of the Club.
22.3 All payments shall be authorised by and at the discretion of the Committee beforehand or ratified by the Committee subsequent to the payment where authorisation beforehand is not reasonably possible and the payment is required to be made.	58. All payments shall be authorised by the Committee.
22.4 The Treasurer shall keep correct accounts and books showing all receipts and disbursements. The Treasurer shall submit them to the Committee when required and shall present a duly audited Balance Sheet and a Statement of Income and Expenditure at the Annual General Meeting.	59. The Treasurer shall keep correct accounts and books showing all receipts and disbursements. He shall submit them to the Committee when required so to do and shall present a duly audited Balance Sheet and a Statement of Income and Expenditure at the Annual General Meeting.
22.5 True accounts shall be kept of the sums of money received and expended by the Club and the matters in respect of which such receipts and expenditure take place and the credits and liabilities of the Club and,	New

<p>subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the rules and regulations of the Club, for the time being shall be open to the inspection of the Members.</p>	
<p>23. Audit</p>	
<p>23.1 At least once every year the funds and accounts of the Club shall be audited by the auditor.</p>	<p>60. At least once every year the funds and accounts of the Club shall be audited by the auditor.</p>
<p>24. Indemnity of Officers</p>	
<p>24.1 All Office-Bearers and Ordinary Committee Members of the Club shall be indemnified by the Club for all losses, costs and expenses incurred by them in the discharge of their duties except such as may happen through their own default or through a breach of any direction of the Committee. The Club must take out and maintain appropriate directors and officers insurance which complies with the requirements of the Law.</p>	<p>61. All Office Bearers of the Club shall be indemnified by the Club for all losses and expenses incurred by them in the discharge of their duties except such as may happen through their own default or through a breach of any direction of the Committee.</p>
<p>25. Seal</p>	
<p>25.1 The seal of the Club shall not be affixed to any instrument except by the authority of a resolution of the Committee and in the presence of the President and Secretary or such other person as the Committee appoints for the purpose and the President and Secretary or other person as aforesaid shall sign every instrument to which the seal of the Club is so affixed in their presence.</p>	<p>62. The seal of the Club shall not be affixed to any instrument except by the authority of a resolution of the Committee and in the presence of the President and Secretary or such other person as the Committee appoints for the purpose; and the President and Secretary or other person as aforesaid shall sign every instrument to which the seal of the Club is so affixed in their presence.</p>
<p>26. Alteration of Constitution</p>	
<p>26.1 The mode of alteration of this Constitution shall be by the passing of a 75% majority of Members voting at a General Meeting.</p>	<p>63. The mode of alteration of these Articles shall be by the passing of a resolution by at least three fourths of the members present at a Special General Meeting convened for the purpose. At least twenty one day's notice of such a meeting shall be given to members.</p>

27. Members Liability	
<p>27.1 Every Member of the Club undertakes to contribute to the assets of the Club for payment of the debts and liabilities of the Club contracted while he or she is a Member and of the expenses of winding up the Club such amount as may be required not exceeding \$1.00 in the event of the Club being wound up during the time that he or she is a Member or within a year thereafter.</p>	<p>4. The liability of the members is limited.</p> <p>5. The income and property of the Club shall be applied solely towards the promotion of the objects set forth in this Memorandum and no portion thereof shall be paid or transferred either directly or indirectly or by way of dividend bonus or profit to any person who at any time is or has been a member of the Club or to any person claiming through him ALWAYS PROVIDED that:</p>
<p>27.2 If any Member of the Club pays or receives any dividend bonus or other profit in contravention of this Constitution, his or her liability shall be unlimited.</p>	
28. Winding up of the Club	
<p>28.1 The Club may be wound up voluntarily by the passing of a resolution by 75% majority of Members voting at such General Meeting.</p>	
<p>* * * * *</p>	