

Memorandum and Articles of Association

- of -

BERGHUTTE SKI CLUB

incorporated 30 September 1958

(Incorporating all amendments made up to and including
29 March 1988)

MEMORANDUM OF ASSOCIATION

OF

BERGHUTTE SKI CLUB

1. The name of the Company is the "Berghutte Ski Club".
2. The objects for which the Company (hereinafter called "the Club") is established are:-
 - (a) To take over all or any of the real and personal property assets goods chattels effects moneys credits securities debts liabilities and publications in any wise belonging or appertaining to the unincorporated Club known as Berghutte Ski Club or for which any person or persons on its behalf may be entitled or liable and for that purpose to execute and carry into effect any contract deed or other instrument which may be necessary in the premises.
 - (b) To promote and encourage the development of the sport of ski-ing and other athletic sports games and pastimes of all kinds.
 - (c) To promote good fellowship among and to make provision for the association of people interested in the sports of ski-ing, skating, mountaineering, sled-riding, walking, trail riding, fishing and other outdoor sports games or activities and hobbies and pastimes associated therewith and in the encouragement and development of such sports hobbies or pastimes in all their branches and all matters appertaining thereto.
 - (d) To establish maintain and conduct a club or clubs for the accommodation of members of the Club interested in or desirous of participating or engaging in any or all of the sports games activities hobbies and pastimes aforesaid and for their friends and generally to afford them all the privileges advantages conveniences and accommodation usually afforded by such a club or clubs.
 - (e) To promote encourage and assist in the construction improvement and maintenance of ski-ing facilities, shelter huts, chalets and accommodation house on or near snowfields and roads and tracts forming approaches to or lines of communication between snowfields and courses and grounds used for the purposes of such sports activities hobbies and pastimes as above referred to.
 - (f) To acquire establish provide or construct and maintain courses, grounds and other facilities for the convenience of persons engaged in the sports activities hobbies and pastimes as aforesaid including club houses lodges huts chalets meeting reading and writing rooms or the like with or without refreshment rooms and with or without residential accommodation and other conveniences in connection therewith and to furnish and maintain the same and to permit the same and any other property of the club to be used by members of the Club or other persons approved by the Club either gratuitously or for payment.

- (g) To promote and hold either alone or jointly with any other company corporation association club or person instructional classes meetings and competitions matches exhibitions and trials in respect of the sports activities hobbies and pastimes hereinbefore mentioned or referred to and to accept and to offer or give or contribute towards the provision of prizes medals awards and trophies in respect thereof and to promote give or assist in giving dinners concerts balls lectures cinematographic and other displays and entertainments. Provided that no member of the Club shall receive any prize, award or distinction except as a successful competitor at any match, sporting event, trial or competition held or promoted by the Club or to the cost of the holding or promotion of which the Club may have subscribed out of its income or property and which under the regulations affecting the said match, sporting event, trial or competition may be awarded to him.
- (h) To establish promote or assist in establishing or promoting and to amalgamate or affiliate with or become a member of or subscribe to any other company association club or body whose objects are similar either in part or wholly to the objects of the Club or the establishment promotion or assistance of which may be beneficial to the Club. Provided that the Club shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Club under or by virtue of clause 3 of this Memorandum.
- (i) To purchase take on lease or in exchange or otherwise acquire any real or personal property and any estate or interest in any property whether real or personal and any rights or privileges which the Club may think necessary or convenient for the furtherance of its objects and to erect construct repair maintain pull down dismantle alter and improve any buildings workshop machinery apparatus plant fixtures and fittings which may be requisite or necessary for the purposes of or conveniently used in connection with any of the objects of the Club to sell demise mortgage give in exchange or otherwise dispose of the same. In case the Club shall take or hold any property which may be subject to any trusts the Club shall only deal with the same in such manner as allowed by law having regard to such trusts.
- (j) To purchase hire make or provide and maintain sell let on hire trade or deal in all kinds of ski, skating and walking equipment or equipment for activities associated therewith and vehicles horses live stock furniture implements tools machinery utensils plate glass linen books papers periodicals stationery cards games ornaments and all other things required or which may be conveniently used in connection with ski-ing skating walking sled-riding mountaineering trail riding fishing and other outdoor sports or activities and hobbies and pastimes associated therewith and with club houses and other premises of the Club by persons frequenting same whether members of the Club or not.
- (k) To purchase, hire, maintain and operate motor vehicles, aeroplanes or other means of transport and provide transport facilities for the use of the members of the Club or others approved by it, to and from ski-ing mountain or other resorts in New South Wales or elsewhere either gratuitously or for payment.

- (l) To buy prepare make supply sell and deal in all kinds of foodstuffs refreshments required or used by members of the Club or other persons frequenting courses grounds facilities club houses or premises of the Club and to manage control and conduct premises licensed under the Licensing Act and to provide either gratuitously or for a charge entertainments for members of the Club and others of such a nature as the Club shall from time to time think fit.
- (m) To hire and employ secretaries clerks managers servants and workmen and to pay to them and to any other persons in return for services rendered to the Club salaries wages gratuities and pensions.
- (n) To print and publish gratuitously or for payment any newspapers periodicals books magazines journals advertisements programmes and leaflets that the Club may think desirable for the promotion of its objects.
- (o) To enter into any arrangements with any Government quasi Government or local authority or any club company or person which may seem to be conducive to the objects of the Club and to acquire or obtain from such Government or authority club company or person any charters decrees rights privileges and concessions which may be conducive to any such objects and comply with any such arrangements charters contracts decrees rights privileges and concessions.
- (p) To borrow or raise or secure the payment of money in such manner as the Club shall think fit and in particular by levies upon members or the issue of or upon bonds debentures bills of exchange promissory notes or other obligations or securities of the Club by mortgage or charge upon all or any part of the property of the Club both present and future and to redeem or pay off any such securities.
- (q) To sell improve lease mortgage dispose of or otherwise deal with all or any part of the property of the Club.
- (r) To solicit and obtain or accept subscriptions and donations of property whether real or personal or any estate or interest in property (real and personal) for any one or more of the objects of the Club. Provided that in case the Club shall take or hold any property which may be subject to any trusts the Club shall only deal with the same in such manner as is allowed by law having regard to such trusts.
- (s) To insure and keep insured all or any of the Club's property against theft loss or damage by fire storm tempest lightning flood explosion accident earthquake perils of the sea or other risks and to insure and keep insured the Club against all claims and demands which may arise through accident negligence injury or hurt howsoever arising to any person whomsoever whether an employee of the Club or not and to insure and keep insured the Club against any other insurable risk whatsoever.
- (t) To adopt such means of making known and promoting the objects and activities of the Club and procuring contributions to its funds as may seem expedient and in particular by advertising in the press by personal or written appeals wireless broadcasting television cinematographic displays or public meetings by publication of books and periodicals and in particular a journal or magazine specifically devoted to the affairs and interests of the Club and by granting prizes but subject always to the proviso in paragraph (g) of this Clause 2.

- (u) To amalgamate or affiliate with any other company or any club association or institution in New South Wales or elsewhere having a constitution and objects altogether or in part similar to those of this 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 that imposed upon the Club under or by virtue of Clause 3 of this Memorandum.
- (v) To purchase or otherwise acquire and undertake all or any part of the property assets liabilities and engagements of any company club association or institution with which the Club is authorised to amalgamate or affiliate.
- (w) To obtain in New South Wales or elsewhere any provisional order or act of Parliament for enabling the Club to carry any of its objects into effect or for effecting any modification of the Club's constitution or for any other purpose which may seem expedient.
- (x) To subscribe or contribute to any patriotic charitable or benevolent or useful objects.
- (y) To purchase or otherwise acquire any patents copyrights formulae recipes secret processes concessions trade marks brevets d'invention and other like rights conferring any exclusive or non-exclusive or limited rights to use any invention or process which the Club may think capable of being used for any of the purposes of the Club and to use exercise develop or grant licences in respect of or otherwise turn to account the property rights or information so acquired.
- (z) To hold exhibitions of works of art or interest in relation to any of the objects of the Club and to conduct competitions and demonstrations of skill in or in relation to any of the sports and pastimes hereinbefore referred to and to promote or provide such entertainments for the benefit of the members of the Club and others as the Club may think fit and for such purposes to engage artists but subject always to the proviso in paragraph (g) of this Clause 2.
- (aa) To provide storage accommodation either gratuitously or for a charge for the property of the members of the Club or others.
- (bb) To draw accept endorse discount execute and issue cheques drafts orders promissory notes bills of exchange bills of lading warrants bonds coupons debentures and/or other negotiable or transferrable instruments.
- (cc) To pay all costs charges and expenses of and incidental to or in connection with the incorporation of the Club.
- (dd) To procure the Club to be registered legalised recognised and established in any State country or place outside New South Wales and for that purpose to comply with any local laws regulating such registration legalisation recognition and establishment.
- (ee) To do all other such lawful things as are incidental or conducive to the attainment of the above objects.
- (ff) To do all or any of the above things in any part of the world.
- (gg) To invest and deal with the money of the Club not immediately required in such manner as may be permitted by law for the investment of trust funds.

3. The income and property of the Club, whencesoever derived, shall be applied solely towards the promotion of the objects of the Club as set forth in this memorandum of association; and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Club. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Club, or to any member of the Club, in return for any services actually rendered to the Club, nor prevent the payment of interest at a rate not exceeding interest at the rate for the time being charged by Bankers in Sydney for overdrawn accounts on money lent, or reasonable and proper rent for premises demised or let by any member to the Club; but so that no member of the Council of management or governing body of the Club shall be appointed to any salaried office of the Club, or any office of the Club paid by fees, and that no remuneration or other benefit in money or moneys worth shall be given by the Club to any member of such Council or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Club. Provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the council or management or governing body may be a member and in which such member shall not hold more than one-hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of such payment.
4. No addition, alteration or amendment shall be made to or in the Memorandum and Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Minister of the Crown for the time being administering the Companies Act, 1961 (hereinafter called "the Minister").
5. The third and fourth Clauses of this Memorandum contain conditions on which a licence is granted by the Minister to the Club in pursuance of Section 24 of the Companies Act, 1961.
6. The liability of the members is limited.
7. Every member of the Club undertakes to contribute to the assets of the Club, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Club contracted before he ceases to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding twenty dollars (\$20).
8. If upon the winding-up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the 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 it imposed on the Club under or by virtue of Clause 3 hereof, such institution or institutions to be determined by the members of the Club at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.
9. True accounts shall be kept of the sums of money received and expended by the Club, and the manner in respect of which such receipt and expenditure takes place, and of the property, credits, and liabilities of the Club; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Club for the time being in force, shall be open to the inspection of the members. Once at least in every year, the accounts of the Club shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

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

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association

Signatures of Subscribers

Witness to signature and address of witness

DEREK VERNON KING
31 Forest Way
Frenchs Forest
Architect

DAVID PHILIP HURLEY
36 Alfred Street
Milsons Point
Architectural Draftsman

NOEL MURRAY
37 Bramston Avenue
Earlwood
Salesman

JOHN KARS
50 Gardeners Avenue
Ryde
Service Station Proprietor

JOACHIM PELOW
27 Bramston Avenue
Earlwood
Clothing Manufacturer

STANLEY CLARKE
9 Drew Street
Westmead
Carpet Layer

PETER RITTER
"Suntop" Flats, Flat 4
Ocean Beach
Manly
Photographer

LEILA KARS
50 Gardeners Avenue
Ryde
Married Woman - Service Station
Proprietor

JANET CAREY TRELOAR
201A Spit Road
Mosman
Married Woman - Home Duties

JEAN COX
2A Brisbane Street
Granville
Spinster - School Teacher

Witness to all signatures:

RICHARD WARREN HOLT
8a Castlereagh Street
Sydney
Solicitor

WED this 24th day of September 1958.

ARTICLES OF ASSOCIATION

OF

BERGHUTTE SKI CLUB

INTERPRETATION

1. In these Articles unless there be something in the subject or context inconsistent therewith:-
 - "The Companies Act" means the Companies Act, 1961 of New South Wales or any statutory modification amendment or re-enactment thereof for the time being in force.
 - "These presents" and "the Articles" mean these articles of Association.
 - "The Club" means the abovenamed Company the "Berghutte Ski Club."
 - "The Register" means the Register of Members to be kept in pursuance of the Companies Act, 1936.
 - "The Seal" means the Common Seal of the Club.
 - "The Directors" means the Directors for the time being of the Club.
 - "The old Club" means the unincorporated Club known as the "Berghutte Ski Club" referred to in Clause 2(a) of the Memorandum of Association.
 - "Month" means calendar month.
 - "In writing" or "Written" means and includes words printed, typewritten, lithographed, represented or reproduced in any mode in a visible form.
 - Words importing the singular number only include the plural number and vice versa and words importing the masculine gender only include the feminine gender.
 - Words importing persons include corporations mutatis mutandis.

MEMBERSHIP

2. The number of members of the Club is declared not to exceed 250 but the Directors may from time to time register an increase of members.
3. The following persons shall be members of the Club:-
 - (a) Every person who is at the date of incorporation of the Club a foundation member of the old Club and who shall within the time prescribed by the Directors signify his desire in writing to become a member of the Club and his agreement to be bound by the Memorandum of Association and these Articles.
 - (b) Every person who is at the date of the special resolution adopting these articles a member of Berghutte Ski Club.
 - (c) Persons elected to membership of the Club in accordance with the provisions of Article 4 hereof.
 - (d) Persons elected to honorary membership or honorary life Membership of the Club in accordance with the provisions of Article 6 or Article 7 hereof.

ELECTION OF MEMBERS

4. (a) Every candidate for membership of the Club shall be proposed by one and seconded by another member of the Club, to both of whom the candidate shall be personally known. The application for membership of every such candidate shall be made in writing, signed by the candidate and by his proposer and seconder, and shall be in the following form:-

"To the Honorary Secretary of the
Berghutte Ski Club.

Sir,

I desire to become a member of the Berghutte Ski Club and I hereby agree, if elected, to become a member of the Company and to be bound by the Memorandum and Articles of Association and by-laws of the Company for the time being. The following particulars are correct:-

Full name of candidate

Address

Cheque/Postal Note for \$ representing
entrance fee and first year's subscription is
enclosed.

.....
(Signature of Candidate)

I have known the candidate for years.

.....Proposer

I have known the candidate for years.

.....Seconder

Dated the day of 19 ."

or in such other form as the Directors may from time to time approve or in particular cases accept.

- (b) Every application for membership shall be subject to a ballot at the meeting of Directors and negative votes at the rate of two in four shall exclude the applicant from admission.
5. If a candidate balloted for shall not be elected the Directors shall give him written notice to that effect within fourteen days after the ballot and shall refund to him the entrance fee (if any) and subscription paid by him.

HONORARY MEMBERS

6. Any person may be elected as an Honorary member of the Club by the Directors in meeting on such terms and subject to such regulations as the Directors may from time to time deem advisable, and upon such person intimating his willingness to take up his membership he shall become an Honorary member for a period of one year from the date of his election.
7. Any person who has in the opinion of the Directors rendered valuable service to the Club may on the recommendation of the Directors be elected as an Honorary Life member by resolution of a general meeting. The Secretary shall give to a person elected an Honorary Life Member written notice of his election and upon his intimating his willingness to take up his membership he shall become an Honorary Life Member.

CESSATION OF MEMBERSHIP

8. Any member wishing to resign his membership of the Club shall give notice in writing addressed to the Honorary Secretary and deposited at the registered office of the Club one month before the day of his intention so to do.
9. If any member shall wilfully refuse or neglect to comply with the provisions of the Memorandum and Articles of Association or any by-laws of the Club or shall be guilty of any conduct unworthy of a gentleman or lady or likely to be injurious to the Club, or fails to pay any annual subscription levy as the case may be, such member shall be liable to expulsion or such other penalty by a resolution of the Board of Directors, provided that at least one week before the meeting at which such resolution is proposed he shall have had notice of such meeting and of the intended resolution for his expulsion or such other penalty and that he shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he may think fit.
10. If any member shall be adjudged a bankrupt or shall make any composition or arrangement with his creditors, under the provisions of any statute, or, being engaged in any profession, shall on account of misconduct be prohibited by the governing body of such profession from continuing to practise under their regulations, he shall ipso facto cease to be a member of the Club, but upon application being made by such member to the Directors stating the cause of such adjudication in bankruptcy, making of any composition or arrangement or prohibition as aforesaid, as the case may be such member may be re-admitted and restored to his former rights by the Directors if they shall think fit.

HONORARY MEMBERSHIP

11. The Directors at their discretion, or a general meeting of members by ordinary resolutions may at any time revoke the honorary membership of any person and upon such revocation such person shall cease to be a member.
12. Honorary Life members shall be members for life subject to cessation of membership in accordance with the provisions of Article 11 or Article 13 hereof or by revocation by a general meeting of members at any time and upon such revocation such person shall cease to be a member.

RIGHTS AND DUTIES OF MEMBERS

13. The entrance fee and annual subscriptions payable by members of the Club shall be such as the Directors from time to time prescribe provided that until altered by the Club in general meeting such entrance fee and annual Subscriptions shall not exceed the following:-

Entrance fee	\$40,000.00
Annual Subscription	\$ 100.00

- 13A. A member may have the entrance fee paid by him repaid by the Club at any time provided that a prospective new member acceptable to the Directors and who is willing to pay the current entrance fee is available.
- 13B. A member may subject to approval of the Directors transfer his membership to a spouse son daughter brother or sister without attracting payment of any entrance fee.

14. All annual subscriptions payable by members shall become due and payable in advance on first day of December in every year or on such other date as may be decided by the Directors.
15. Honorary members shall not be required to pay any entrance fee or subscription but in all other respects they shall save as herein otherwise provided be entitled to all rights and be subject to all the liabilities of members of the Club.
16. Honorary Life members shall not be required to pay any entrance fee or subscription but in all other respects they shall save as herein otherwise provided be entitled to all rights and be subject to all the liabilities of members of the Club.
17. Subject to the express provisions of these Articles and of the Memorandum of Association, and to any by-laws for the time being in force made by the Directors as hereinafter provided, all members of the club shall be entitled at all times to use in common all the premises and property of the Club and to be supplied at such charges as the Directors shall from time to time determine, with such meals refreshments and amenities as are provided by the Club for the use of its members.
18. The Directors may in their discretion by ordinary resolution admit persons to associate membership of the Club such membership to continue until the first day of May next following after such admission and to be subject to such conditions as the Directors may think fit to impose.
19. In the month of November in each year or so soon thereafter as the Directors may consider convenient but not longer than fifteen months after the holding of the last preceding general meeting and at such place as shall be determined by the Directors there shall be held a general meeting of all members of the Club which shall be the annual general meeting. The first general meeting shall be held not less than one month nor more than three months from the time of incorporation of the Club. Such general meetings shall be called "ordinary meetings" and all other meetings of the Company shall be called "extraordinary meetings."
20. The Directors may, whenever they think fit, and shall, on a requisition made in writing by members holding or representing by proxy not less than one-tenth of the voting rights of all members, convene an extraordinary general meeting.
21.
 - (1) Any requisition made by the members must state the objects of the meeting and must be signed by the requisitionists and deposited at the office of the Club and may consist of several documents in like form each signed by one or more of the requisitionists.
 - (2) If the Directors do not proceed duly to convene a meeting within twenty-one days from the date of the requisitions being so deposited, the requisitionists or any of them representing more than one-half of the voting rights of all of them may themselves convene the meeting, but any meeting so convened shall not be held after three months from the date of such deposit.
 - (3) Any meeting convened under this clause by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

- (4) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Directors duly to convene a meeting shall be repaid to the requisitionists by the Club.
- (5) For the purposes of this Article, the Directors, shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened the meeting if they do not give such notice thereof as is required by Section one hundred and forty four of the Companies Act.
22. Twenty members personally present and entitled to vote shall be a quorum for a general meeting, and no business shall be transacted at any general meeting unless the quorum requisite be present at the commencement of the business.
23. The President, or in his absence a Vice-President, shall be entitled to take the chair at every general meeting. If neither the President nor a Vice-President shall be present within fifteen minutes after the time appointed for holding such meeting, or shall be unwilling to act, the Directors present may choose a Chairman and in default of their doing so the members present shall choose one of the Directors to be Chairman, and if no Director present be willing to take the Chair shall choose one of their number to be Chairman.
24. If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting if convened upon such requisition as aforesaid shall be dissolved; but in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day, time and place as the Directors may by notice to the members appoint. If at such adjourned meeting a quorum is not present, any twenty members who are personally present shall be a quorum, and may transact the business for which the meeting was called.
25. Every question submitted to a general meeting shall be decided in the first instance by a show of hands, and in the case of an equality of votes the Chairman shall, both on a show of hands and on a poll, have a casting vote in addition to the vote to which he may be entitled as a member.

TAKING A POLL

26. At any general meeting, unless a poll is demanded by the Chairman or by at least six members present and entitled to vote at the meeting, a declaration by the Chairman that a resolution has been carried, or carried by a particular majority and an entry to that effect in the book of proceedings of the Club, shall be conclusive evidence of the fact without proof of the number of proportion of the votes recorded in favour of or against such resolutions.
27. If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment, or otherwise provided that such time shall be within one calendar month of the time at which the poll is demanded, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of the poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote, the Chairman shall determine the same, and such determination made in good faith shall be final and conclusive.

28. The Chairman of a general meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
29. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
30. A poll demanded on the election of a Chairman or a meeting and a poll demanded on a question of adjournment shall be taken at the meeting without adjournment.

VOTING

31. Every member 18 years and over of the Club shall have one vote and not more. No member shall be entitled to vote at any meeting unless all moneys then due from him to the Club have been paid.
32. Honorary members and Honorary Life members shall not be entitled to be elected as officers or Directors of the Club or to vote at any general meeting.
33. On a poll votes may be given either personally or by proxy. A proxy shall be appointed in writing under the hand of the appointor. The instrument appointing a proxy shall only be used for the purpose of voting in favour of or against motions of which due notice in writing has been given.
34. Any instrument appointing a proxy shall be in the form for the time being sanctioned by the Directors and obtainable from the Secretary of the Club.
35. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death of the principal or revocation of the proxy, provided no intimation in writing of the death or revocation shall have been received at the office before the meeting.
36. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed shall be deposited at the registered office of the Club not less than twenty-four hours before the time of holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote.
37. Without the consent of the Directors no person shall be appointed a proxy who is not a member.
38. Subject to the provisions of sub-section (2) of Section one hundred and forty four of the Companies Act relating to special resolutions seven days' notice at the least, specifying the place, the day and the hour of meeting, and in case of special business, the general nature of the business shall be given to the members in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Club in general meeting; but the non-receipt of such a notice by any member shall not invalidate the proceedings at any general meeting.
39. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at an ordinary meeting with the exception of the consideration of the accounts, balance sheets, the reports of the Directors and Auditors, the election of officers, Directors and Auditors and the fixing of the remuneration of the Auditors.

DIRECTORS

40. The Directors shall be the officers hereinafter mentioned and (unless and until otherwise resolved by the Club in general meeting) not less than three nor more than six other members of the Club elected as herein provided.
41. The officers of the Club shall consist of a President, a Vice-President and an Honorary Treasurer, all of whom shall be members of the Club.
42. The Secretary shall in accordance with the Act be appointed by the Committee for such term, as such remuneration and upon such conditions as it thinks fit; and any secretary so appointed may be removed by it. Nothing herein shall prevent the Committee from appointing a member of the Club as Honorary Secretary and any member so appointed shall forthwith become an officer of the Club and, if not already a member of the Committee, ex officio a member of the Committee and he shall be subject to the provisions of Clause 3 of the memorandum of association.
43. No Director of the Club shall receive any remuneration for his services.
44. At the first and every subsequent ordinary general meeting all the Directors shall retire from office and shall be eligible for re-election.

ELECTION OF DIRECTORS

45. The Club at every ordinary meeting at which Directors retire in manner aforesaid shall fill up the vacated offices by electing a like number of persons to be Directors.
46. The election of Directors of the Club shall take place in the following manner:-
 - (a) Any two members of the Club shall be at liberty to nominate any other member to serve as a Director of the Club.
 - (b) In the event of the person nominated being absent from the Annual General Meeting the name of such member together with the names of his proposer and seconder shall be handed in writing to the Honorary Secretary of the Club at the Annual Ordinary General Meeting and such nomination shall be signed by the person so nominated, his proposer and seconder.
 - (c) Balloting lists shall be prepared (if necessary) containing the names of the candidates only, in alphabetical order, and each member present at the annual general meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.
 - (d) In case there shall not be a sufficient number of candidates nominated the Directors shall fill up the remaining vacancy or vacancies.
 - (e) If two or more candidates obtain an equal number of votes another ballot shall if necessary be taken in respect of such candidates. If two or more candidates again obtain an equal number of votes, the Directors shall select by lot from such candidates the candidate or candidates who is or are to be elected.

47. The Directors shall appoint in connection with any poll or election a Returning Officer to whom all completed ballot papers shall be returned and such Returning Officer shall report the result of such poll or election to the Chairman.
48. The Directors may appoint additional Directors, provided that the total number of Directors shall not at any time exceed the maximum number fixed by or pursuant to Article 40.
49. All casual vacancies occurring among the officers or other Directors of the Club shall be filled by the Directors. Any member so chosen shall retire at the following annual general meeting, but shall be eligible for election as a Director at such general meeting.

DISQUALIFICATION OF DIRECTORS

50. The Club may by special resolution remove any officer or other Director before the expiration of his period of office and may by ordinary resolution appoint another person in his stead; the person so appointed shall hold office during such time only as the person in whose place he is appointed would have held the same if he had not been removed.
51. The office of a Director shall ipso facto be vacated:-
 - (a) If he ceases to be a member of the Club.
 - (b) If he becomes a bankrupt or insolvent.
 - (c) If he 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.
 - (d) If he submits his resignation in writing to the Honorary Secretary.
 - (e) If his office is declared vacant by resolution of a general meeting.
 - (f) If he absents himself without leave of absence granted by the Directors from three consecutive regular meetings of the Directors.
 - (g) If without the approval of a resolution of the Directors he holds any office or place of profit in or is employed by any other company business or organisation carrying on the sports of ski-ing, skating, mountaineering, walking, trail-riding, sled-riding, stream-fishing, or is concerned otherwise than on behalf of the Club directly or indirectly in the training of pupils therein.
 - (h) Becomes prohibited from being a Director of a company by reason of any order made under the Companies Act, 1961.
 - (i) If he ceases to be a director by virtue of the Act.
 - (j) If he holds any office of profit under the Club.
 - (k) If he is directly or indirectly interested in any contract or proposed contract with the Club provided, however, that a member shall not vacate his office by reason of his being a member of any corporation society or association which has entered or proposes to enter into a contract with the Club if such corporation society or association is among the class of companies referred to in the proviso to Clause 3 of the memorandum of association of the Club and if he shall have declared the nature of his interest in manner required by the Act. Provided always that nothing in this article shall affect the operation of Clause 3 of the memorandum of association of the Club.

52. A member of the Committee shall not vote in respect of any contract or proposed contract with the Club in which he is interested, or any matter arising thereout, and if he does so vote his vote shall not be counted.

POWERS AND DUTIES OF DIRECTORS

53. The Directors of the Club may exercise all such powers and do all such things as may be exercised or done by the Club save such as are by these Articles or by any statute for the time being in force required to be exercised or done by the Club in general meeting.
54. The Directors of the Club may issue debentures, debenture stock bonds, or obligations of the Club at any time, in any form or manner, and for any amount, and may raise or borrow for the purposes of the Club any sum or sums of money either upon mortgage or charge of any of the property of the Club or on bonds or debentures or otherwise as they may think fit.
- 54A. The Directors of the Club as they see fit may make levies upon members generally provided that the levies payable in any one year shall not exceed the sum of \$500.
55. The Directors of the Club shall not, without the sanction of a general meeting of the Club demise underlet exchange sell or otherwise dispose of all or any part of the land, buildings, tenements or hereditaments of the Club, save so far as the Directors may deem it necessary or expedient or convenient for the purposes of Article 58 thereof. Provided nevertheless, that no mortgagee or other person advancing money to the Club shall be concerned to see that any money advanced by him is wanted for any purpose of the Club, or that no more than is wanted is raised or borrowed.
56. All funds of the Club shall be deposited in the first instance to the credit of the Club at such bank or banks as may be approved by the Directors. All cheques shall be signed as may be directed from time to time by the Directors. Banking accounts shall be kept in the name of the Club into which all moneys received shall be paid. All payments from such accounts shall be made by cheque signed as may be directed from time to time by the Directors. It shall be duty of the Treasurer to receive all subscriptions and contributions due by members and to pay them into the credit of the Club at the bank appointed. Accounts shall be passed for payment at any meeting of the Directors and payment made by cheque as hereinafter provided.
57. Official receipts for subscriptions donations or other payments to the Club shall be given by the Treasurer or other member of the Club duly authorised by the Directors.
58. The Directors shall have power from time to time to make, alter and repeal all such by-laws as they deem necessary or expedient or convenient for the proper conduct and management of the Club, and in particular but not exclusively they may by such by-laws regulate:-
- (a) The establishment of clubs or groups of members of the Club desirous of engaging in any of the outdoor sports and pastimes referred to in the Memorandum of Association in any places or areas.

- (b) The regulation of the terms and conditions on which members shall be admitted to membership of any club or group so established, the appointment powers and duties of officers and committees of management thereof, the entrance fees and subscriptions to be paid by members thereof and the provision of any playing grounds and other premises requisite for the purpose of any such club or group.
- (c) The times of opening any grounds, club houses and premises of the Club or of any such club or group as aforesaid.
- (d) The rules to be observed and prizes or stakes to be played for by members of the Club or of any such club or group as aforesaid competing or participating in any sport or games conducted promoted or permitted by the Club on the premises of the Club or elsewhere.
- (e) The prohibition of particular games on any premises of the Club entirely or at any particular time or times.
- (f) The conduct of members of the Club or of any such club or group as aforesaid in relation to one another and to the Club's servants.
- (g) The setting aside of the whole or any part or parts of the Club(s) premises for gentlemen members, lady members, or any other class or classes of members, at any particular time or times or for any particular purpose or purposes.
- (h) The rates and scale of charges for accommodation and amenities the imposition of fines sanctions terms or conditions on the use of the Club premises and equipment for breach of any of the Articles of Association or any by-law or for the failure to pay any money due by a member to the Club provided that no fine may be imposed exceeding \$20.00.
- (i) The procedure at general meetings and meetings of the Directors of the Club and meetings of Committees of Management appointed under paragraph (b) of this clause.
- (j) The terms and conditions under which entrance fees annual subscriptions levies and any other amounts due to the Club are to be paid.

The Directors shall adopt such means as they deem sufficient to bring to the notice of members of the Club all such by-laws, alterations and repeals, and all such by-laws, so long as they shall be in force, shall be binding upon all members of the Club. Provided nevertheless, that no by-law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum and Articles of Association of the Company, and that any by-law may be set aside by a special resolution of the general meeting of the Club.

59. The Secretary shall at all times hold at the Club's registered office a copy of all by-laws of the Club for the time being in force and any member shall be entitled to inspect any by-law at any reasonable time. Copies of any by-law shall be made available to any member upon payment by him of ten cents per folio, or such other sum as may be fixed by the Directors from time to time.

60. The Directors shall cause minutes to be made in books provided for the purpose -
- (a) of all appointment of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - (c) of all resolutions and proceedings at all meetings of the Club, and of the Directors, and of committees of Directors.

PROCEEDINGS OF DIRECTORS

61. The Directors shall meet at such times and places as they may deem fit and a special meeting of Directors may be summoned at any time by the President or on requisition signed by two Directors or the Secretary.
62. The quorum for a meeting of Directors shall be five and the Chairman shall have a deliberative vote and shall in addition have a casting vote where the voting after counting his deliberative vote shall be equal.
63. The President of the Club shall be Chairman of the Directors but in his absence the Chairman shall be the Vice-President. If none of these officers shall be present then the Directors present shall elect some other Director to be Chairman.
64. The Directors from time to time may delegate any of their powers to such committee or committees, consisting of one or more member or members of the Club and (subject to Article 66) not necessarily a Director or Directors, as they shall think fit to appoint, and may revoke any such delegation or appointment. Any such committee shall, in the exercise of the powers so delegated, conform to any regulations that may be prescribed by the Directors, provided that no such committee shall be empowered to enter into any binding contract on behalf of the Club.
65. Every or any such committee shall once at least in every month furnish to the Directors a report in writing as to its proceedings and activities.
66. The president and Honorary Secretary of the Club shall be ex officio members of every such committee.

ACCOUNTS

67. The Directors of the Club shall cause true accounts to be kept:
- (a) 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
 - (b) Of the assets and liabilities of the Club. The books of account shall be kept at the registered office of the Club, or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.
68. The Committee shall from time to time determine in accordance with Clause 9 of the memorandum of association at what times and places and under what conditions or regulations the accounting and other records of the Club shall be open to the inspection of members not being members of the Committee, and no member (not being a member of the Committee) shall have any right of inspecting any account or book or paper of the Club except as conferred by statute or by Clause 9 of the memorandum of association or authorised by the Committee or by the Club in general meeting.

59. A copy of every balance sheet (including every document required by law to be annexed or attached thereto) which is to be laid before the Club in general meeting shall not less than seven days before the date of the meeting be sent to all persons entitled to receive notice of general meetings of the Club.

NOTICES

70. (1) Notice of every general meeting shall be given in any manner hereinbefore authorised to -
- (a) every member except those members who (having no registered address within the State) have not supplied to the Club an address within the State for the giving of notices to them; and
 - (b) the auditor or auditors for the time being of the Club.
- (2) No other person shall be entitled to receive notices of general meeting.

SEAL

1. The Directors shall provide for the safe custody of the Seal, and the Seal shall not be used except in pursuance of a resolution of the Directors, and in the presence of two Directors who shall sign every instrument to which the Seal is affixed and every such instrument shall be countersigned by the Honorary Secretary or some other person appointed by the Directors.

AUDIT

2. Once at least in every year the accounts of the Club shall be examined and the correctness of the balance sheet and profit and loss account ascertained by one or more Auditors.
3. The Club shall at each ordinary meeting appoint an Auditor or Auditors, to hold office until the next ordinary meeting and their appointment remuneration rights and duties shall be regulated by Sections 165, 166 and 167 of the Companies Act.
4. Every account of the Directors when audited and approved by a general meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and thenceforth shall be conclusive.
5. A notice may be given by the Club to any member either personally or by sending it by post to him at his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing prepaying and posting a letter containing the notice and shall be deemed to have been effected at the time at which the letter would be delivered in the ordinary course of post.