

A COMPANY LIMITED BY GUARANTEE

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
BATHURST AERO CLUB LIMITED
(ACN 000 528 932)**

NEW SOUTH WALES

No. of Company
91506

Companies Act, 1961
(Section 16(3))

CERTIFICATE OF INCORPORATION

OF PUBLIC COMPANY

THIS IS TO CERTIFY that:-

BATHURST AERO CLUB LIMITED is, on and from the twenty ninth day of June, 1967, incorporated under the Companies Act 1961, that the company is a company limited by guarantee.

GIVEN under my hand and seal, at Sydney, this twenty ninth day of June, 1967.

F. J. O. Ryan.
Registrar of Companies

A COMPANY LIMITED BY GUARANTEE

**MEMORANDUM OF ASSOCIATION
OF
BATHURST AERO CLUB LIMITED
(ACN 000 528 932)**

1. The name of the Company is "Bathurst Aero Club Limited" (hereinafter called the Club).
2. The provisions of Schedule One Table A to the Corporations Act, 1989 shall not apply to the Club and the provisions of Clause 3 hereof shall be read and construed without reference to the provisions of that Schedule.
3. The objects for which the Club is established are:-
 - (a) To provide an airfield and other facilities at or near Bathurst in the State of New South Wales and to lay out and prepare the same for the use of aircraft and other purposes of the Club and to provide Club rooms and other conveniences in connection therewith.
 - (a1) To provide for members and for members' guests a social and sporting club with all the usual facilities of a club including residential and other accommodation, liquid and other refreshment, libraries and provision for sporting, musical and educational activities and other social amenities. (*Approved at EGM, 2.10.78.*)
 - (a2) In furtherance of the objects of the Club to apply for and obtain and hold a Club licence or any other licence or licences or certificate of registration under the Liquor Act, Gaming and Betting (Amendment) Act, or laws or any other Act or laws for the time being operative and for such purpose or purposes to appoint if necessary or desirable a Secretary/Manager or Managers or other officer or officers to act as licensee or licensees and hold a licence or licences or certificate of registration on behalf of the Club. (*Approved at EGM, 2.10.78.*)
 - (b) To promote the sport of flying and aeronautics and aeronautism generally and other sports and pastimes.
 - (c) To take over the funds and other assets and liabilities of the present un-incorporated Club known as "Bathurst Aero Club."
 - (d) To hold or arrange contests, competitions, trials and other sporting events and provide or contribute towards the provision of prizes, awards and distinctions, provided that no member of the Club shall receive any prize, award or distinction except as a successful competitor at any such contest, competition, trial or sporting event 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 regulation affecting the said contest, competition, trial or sporting event may be awarded to him.
 - (e) To subscribe, become a member and co-operate with any other Club, association or organisation whether incorporated or not, whose objects are altogether or in part similar to those of 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 of at least as great as that imposed on the Club under or by virtue of Clause 4 of this Memorandum.

(f) In furtherance of the objects of the Club to buy, sell and deal in all kinds of apparatus including aeroplanes, seaplanes, helicopters, airships and all manner of craft or conveyance in transit by air and any parts of or equipment for the same and all fuel and oil necessary for the operation thereof and all kinds of provisions liquid and solid required by members of the Club or persons frequenting the Club's premises.

(g) To purchase, take over on lease or in exchange, hire or otherwise acquire any lands, buildings, easements or property real and personal and any rights or privileges which may be requisite for the purposes of or capable of being conveniently used in connection with any 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.

(h) To enter into any arrangements with any government or authority supreme, municipal, local or otherwise that may seem conducive to the Club's objects or any of them; and to obtain from any such government or authority any rights, privileges and concessions which the Club may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

(i) To appoint, employ, remove and suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Club.

(j) To establish and support or aid in the establishment or support of associations, institutions, funds, trusts, and conveniences calculated to benefit employees or past employees of the Club or the dependents or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects or for any public, general or useful objects.

(k) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Club's interests, and to contribute to, subsidise or otherwise assist, and take part in the construction, improvement, maintenance, development, work, management, carrying out, alteration or control thereof.

(l) 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.

(m) To borrow or raise or secure the payment of money in such manner as the Club may think fit and secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Club in any way, in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Club's property (both present and future) and to purchase, redeem or pay off any such securities.

(n) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.

(o) In furtherance of the objects of the Club to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any of the property and rights of the Club.

(p) To take or hold Mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Club's property of whatsoever kind sold by the Club or any money due to the Club from purchasers and others.

(q) To make any gift of property whether subject to any special trust or not, for any one or more of the objects of the Club but subject always to the proviso in paragraph (g) of this Clause.

(r) To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring, contributions to the funds of the Club, in the shape of donations, annual subscriptions or otherwise.

(s) To print and publish any newspapers, periodicals, books or leaflets that the Club may think desirable for the promotion of its objects.

(t) In furtherance of the objects of the Club to amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those 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 that imposed upon the Club under or by virtue of Clause 4 of this Memorandum.

(u) In furtherance of the objects of the Club to purchase or otherwise acquire and undertake all or any of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Club is authorised to amalgamate.

(v) In furtherance of the objects of the Club to transfer all or any part of the property, assets, liabilities and engagements of the Club to *any* one of the companies, institutions, societies or associations with which the Club shall authorise to amalgamate.

(w) To make donations for patriotic or charitable purposes.

(x) To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged.

(y) To do all such other things as are incidental or conducive to the attainment of the objects of the exercise of the powers of the Club.

(z) To provide such aircraft and other charter service and generally provide such air and other transport facilities as the Club shall reasonably require or consider necessary.

4. Income and Property - The income and property of the Club, whencesoever derived, shall be applied solely towards the objects of the Club as set forth in this Memorandum of Association; and no portion thereof shall be paid to, 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 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 Bathurst for overdrawn accounts on money lent, or reasonable or proper rent for premises demised or let by any member to the Club; but so that no member of the committee 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 for any payment 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 committee of 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.

5. Liability - The liability of the members is limited.

6. Contribution - 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 the 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 Two dollars (\$2.00c).

7. Winding up - The Club shall not be dissolved except at a General Meeting of the Club specially convened for the purpose and by a resolution carried by a majority of four-fifths of the votes recorded in respect of the same. Upon the winding up or dissolution of the Club if there remains, after satisfaction of all 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 or 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 4, 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 the Chief Judge in Equity of the Supreme Court of the State of New South Wales or such other Judge of that Court as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

8. Account - True accounts shall be kept of the sums of money received and expended by the Club, and the matter in respect of which receipt and expenditure takes place, and of the property, credits and liabilities of the Club; 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 auditor or auditors.

9. The names and addresses and occupations of the subscribers to the Memorandum of Association are:-

William Lindsay Cox,
292 Durham Street,
Bathurst.
Commercial Pilot

John Alexander Valentine,
71 Rose Street,
Bathurst.
Real Estate Agent

John Thexter McAuley,
Arion,
Killongbutta.
Grazier

Jeremy Hugh Trevor-Jones,
73 Gilmour Street,
Kelso.
Sales Manager

Michael Joseph O'Rourke,
265 Browning Street,
Bathurst.
Shop Assistant.

Arthur Bowie,
Peel Road,
Kelso.
Earthmoving Contractor.

10. 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.

DATED this 1st day of May 1967.

Name address and description of Subscriber	No of shares taken by each subscriber	Witness
William Lindsay Cox 292 Durham Street Bathurst Commercial Pilot		
John Alexander Valentine 71 Rose Street Bathurst Real Estate Agent		
John Thexter McAuley Arion Killongbutta Grazier		F. Kenny Solicitor Bathurst Witness to all signatures.
Michael Joseph O'Rourke 265 Browning Street Bathurst Shop Assistant		
Jeremy Hugh Trevor-Jones 73 Gilmour St. Kelso Sales Manager		
Arthur Bowie Peel Rd. Kelso Earthmoving Contractor		

A COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

BATHURST AERO CLUB LIMITED
(ACN 000 528 932)

INTERPRETATION

1. In these regulations;

"The Act" means the Corporations Act, 1989;

"The Club" means the Bathurst Aero Club Limited;

"The Seal" means the Common Seal of the Club;

"The Committee" shall mean the Committee of the Club elected as herein provided.

"The Register" means the Register of members to be kept pursuant to the Act.

"The unincorporated Club" means the unincorporated body known as the "Bathurst Aero Club", whose funds and other assets and liabilities of the Club is authorised to take over by Clause 3 (c) of the Memorandum of Association;

"Full member" means a person who is a flying member or a life member of the Club;
(Approved at EGM, 25.2.80.)

"Flying member" means a person who is elected to membership of the Club in accordance with Article 5(b); *(Approved at EGM, 25.2.80.)*

"Social member" means a person who is elected to membership in accordance with Article 5(c); *(Approved at EGM, 25.2.80.)*

"Ordinary member" means a person who is elected to membership of the Club in accordance with Article 6; *(Approved at EGM, 2.10.78.)*

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

“State” means the State of New South Wales;

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

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

PURPOSE OF THE CLUB

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

NUMBER

3. For the purposes of registration but not by way of limitation the number of members of the Club is declared not to exceed 150 but the Committee may from time to time register an increase or decrease of members. *(Approved at EGM, 2.10.78.)*

MEMBERSHIP

4. The subscribers to the Memorandum of Association and such other persons as the Committee shall admit to Membership in accordance with these regulations shall be members of the Club.

PROPERTY

5. If the whole of the funds and other assets of the unincorporated Club become the absolute property of the Club forthwith after its incorporation then every person who at the date of incorporation of the Club is a member of the unincorporated Club and who on or before the 30th day of June 1967 agrees in writing to become a member of the Club shall be admitted by the Committee to Membership of the Club. Every Member of the Club who previously to his agreeing to become a member of the Club has paid his subscription due on the 30th day of November, 1966, as a member of the unincorporated Club, shall not be liable to pay any further sum by way of annual subscription to the Club for the period prior to the 30th day of November, 1967.

MEMBERSHIP (eligibility)

5. A. (a) No person under the age of eighteen years shall be admitted as a member of the Club. *(Approved at EGM, 2.10.78.)*

(b) Flying membership shall be open to persons who first became members of the Club before 1st of February 1980 and to persons who apply to become members after that date and who hold or have held a pilot's licence of any class issued in any country. *(Approved at EGM, 25.2.80.)*

(c) Social membership shall be open to all persons who evince an interest in flying or aviation. *(Approved at EGM, 25.2.80.)*

MEMBERSHIP (admission)

6. (a) Candidates for flying membership of the Club shall be proposed by one full member and seconded by another full member of the Club. Social members may be nominated and seconded by members of any class. Every nomination shall be made in writing and shall give the full name, address and occupation of the candidate, the names of his proposer and seconder and shall be in such form as the Committee shall from time to time require. *(Approved at EGM, 25.2.80.)*
- (b) The application for membership shall be accompanied by the amount of any entrance fee and subscription. *(Approved at EGM, 2.10.78.)*
- (c) Particulars of the nomination for membership shall be posted on the Notice Board in a conspicuous place in the Club premises and shall remain posted for at least one week prior to the date of the meeting of the Committee at which the application is to be considered. *(Approved at EGM, 2.10.78.)*
- (d) An interval of at least fourteen (14) days shall elapse between the date of application and the date of election of all candidates. *(Approved at EGM, 2.10.78.)*
- (e) The election of members shall be by the Committee at a meeting or meetings duly convened. The Secretary of the Club shall keep a record of the names of the Members of the Committee present and voting at such meetings and the names of the members elected. *(Approved at EGM, 2.10.78.)*
- (f) The Committee may reject any application for membership without assigning any reason for such rejection. The Secretary shall return to such rejected candidates the amount of entrance fee and subscription lodged with the application.
7. On the election of a member, the Secretary shall give to such member notice of his election and shall issue with such notice an account for the entrance fees and subscriptions if the same have not already been paid and such account shall specify the due date for payment. *(Approved at EGM, 2.10.78.)*
8. Every person elected to membership and informed of his election as directed in the foregoing article shall be deemed to agree to pay the entrance fee and annual subscription and other fees and charges as prescribed in the Memorandum and Articles of Association of the Club and to be bound by the Memorandum and Articles of Association of the Club and the Club's By-Laws from time to time in force and the payment of the said entrance fee or part thereof and/or the said subscription or part thereof shall be conclusive evidence of such agreement. *(Approved at EGM, 2.10.78.)*

ENTRANCE FEE AND ANNUAL SUBSCRIPTION

9. (a) The entrance fees and annual subscriptions payable by various classes of members shall be such as the Club in general meeting shall from time to time prescribe, provided that until the Club shall otherwise resolve, the entrance fee for flying members shall be \$15.00 and the annual subscription \$20.00, and for social members the entrance fee shall be \$5.00 and the annual subscription \$5.00. *(Approved at EGM, 25.2.80.)*
- (b) A social member being desirous of being admitted to flying membership may if so qualified apply to the Committee and if approved shall pay the difference in joining fee and annual subscription appropriate to flying membership. *(Approved at EGM, 25.2.80.)*

DUE DATE

10. All annual subscriptions shall become due and payable in advance on the first day of December in every year.
11. A. Life membership may be conferred on a flying or social member who has registered outstanding service to the Club or to the unincorporated Club for a period of at least 10 years. To be eligible for life membership, a member must be nominated by one flying or social member and seconded by another. The nomination, together with all evidence on which the nomination is based, shall then be forwarded to the Committee of the Club for approval and if there approved shall be submitted to a general meeting. If such nomination is approved at such general meeting the person nominated shall be a life member. Notwithstanding anything hereinbefore contained all persons who at the date of incorporation of the Club were honorary life members of the unincorporated Club shall upon becoming members of the Club be deemed to be life members of the Club. In addition any member nominated as an honorary life member prior to 31st August, 1978 by the Committee pursuant to the Memorandum and Articles of Association of the Club as they then stood shall be deemed to have had life membership duly conferred on him. The subscription for life members shall be such as the Committee may from time to time prescribe. *(Approved at AGM 17.11.97)*
12. A. A full member of any other Club who at the invitation of the Committee or of a full or social member of the Club attends on any day at the premises of the Club for the purposes of participating in a game or competition of a sporting or athletic nature to be conducted by the Club on that day shall be a temporary member from the time on that day when he so attends the premises of the Club until the end of that day. *(Approved at EGM, 25.2.80.)*

NON-PAYMENT

13. If the subscription of a member shall remain unpaid for a period of two calendar months after it becomes due then the member may after notice of the default shall have been sent to him by the Secretary or Honorary Treasurer be debarred by resolution of the Committee from all privileges of membership and his name may be removed by the Committee from the Register of Members provided that the Committee may reinstate the member and restore his name to the Register on payment of all arrears if the Committee thinks fit so to do.

RESIGNATION

14. A member may at any time by giving notice in writing to the Secretary resign his membership of the Club but shall continue liable for any annual subscription and all arrears due and unpaid at the date of his resignation and for all other moneys due by him to the Club and in addition for any sum not exceeding Two dollars (\$2.00) for which he is liable as a member of the Club under Clause 8 of the Memorandum of Association of the Club.

NON-COMPLIANCE

15. If any member shall wilfully refuse or neglect to comply with the provisions of the Memorandum or Articles of Association of the Club or shall be guilty of any conduct which in the opinion of the Committee is unbecoming of a member or prejudicial to the interest of the Club the Committee shall have power to expel the member from the Club and erase his name from the Register of Members provided that at least one week before the meeting of the Committee at which a resolution for his expulsion is passed the member shall have had notice of such meeting and of what is alleged against him and of the intended resolution for his expulsion and that he shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he may think fit and provided further that any such member may by notice in writing lodged with the Secretary at least twenty four hours before the time for holding the meeting at which the resolution for his expulsion is to be considered by the Committee elect to have the question of his expulsion dealt with by the Club in general meeting and in that event an extraordinary general meeting of the Club shall be called for the purpose and if at the meeting a resolution for the expulsion of the member be passed by a majority of two-thirds of those present and voting (such vote to be taken by ballot) the member shall be expelled and his name removed from the Register of Members.

FIRST MEETING

16. The first general meeting shall be held at such time, not being less than one month nor more than three months after the incorporation of the Club and at such place as the Committee may determine.

INITIAL MEETING

17. An annual general meeting of the Club shall be held in accordance with the provisions of the Act. All general meetings, other than the Annual General Meetings, shall be called extraordinary general meetings.

EXTRAORDINARY GENERAL MEETING

18. Any flying member of the Committee may whenever he thinks fit convene an extraordinary general meeting, and extraordinary general meetings shall be convened on such requisition or in default may be convened by such requisitionists as provided by the Act. (*Approved at EGM, 25.2.80.*)

NOTICE

19. Subject to the provisions of the Act relating to special resolutions and agreements for shorter notices, seven days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Club.

BUSINESS

20. All business shall be special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets, and the report of the Committee and Auditors, the election of officers and other members of the Committee in the place of those retiring, and the appointment and fixing of the remuneration of the Auditors. (*Approved at EGM, 25.2.80.*)

QUORUM

21. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, seven (7) flying members present in person shall be a quorum. (*Approved at EGM, 25.2.80.*)

ABSENCE OF QUORUM

22. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place as the Committee may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present (being not less than three) shall be a quorum.

CHAIRMAN

23. The President shall preside as chairman at every general meeting of the Club, or if there is no President, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President shall be the chairman or if the Vice-President is not present or is unwilling to act, then the flying members present shall elect one of their number to be chairman of the meeting. (*Approved at EGM, 25.2.80.*)

ADJOURNMENT

24. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING

25. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- (a) By the Chairman; or
- (b) By at least three flying members present in person. *(Approved at AGM 17.11.97.)*

Unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

POLL

26. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith.

CASTING VOTE

27. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

PRIVILEGES OF MEMBERSHIP

28. A. (a) All members shall have the use of club facilities and the right to attend general meetings of the Club. *(Approved at EGM, 25.2.80.)*
- (b) Full members shall have in addition: *(Approved at EGM, 25.2.80.)*
- (i) the right to use Club aircraft at such rates and subject to such conditions as the Committee may from time to time determine; *(Approved at EGM, 25.2.80.)*
- (ii) the right to stand for election to the Committee, to hold office thereon and to vote at such elections; *(Approved at EGM, 25.2.80.)*
- (iii) the right to speak, propose, or second motions at annual and extraordinary general meetings and otherwise to participate in the management of the Club. *(Approved at EGM, 25.2.80.)*
- (c) Social members shall not have the right to vote at annual or other general meetings of the Club, nor to stand for election to the Committee. *(Approved at EGM, 25.2.80.)*

MENTAL HEALTH

29. A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by his Committee or by his trustee or by such other person as properly has the management of his estate. *(Approved at AGM 17.11.97.)*

UNFINANCIAL

30. No member shall be entitled to vote at any general meeting if his annual subscription shall be more than one month in arrear at the date of the meeting.

NO PROXY VOTING

31. A person shall not:-
- (i) attend or vote at any meeting of the Club or of the governing body or any committee of the Club; or
 - (ii) vote at any election of, or of a member of, the governing body of the Club,
- as the proxy of another person. *(Approved at EGM, 2.10.78.)*
- 34.A. The Committee shall have power to appoint or arrange the election of an advisory panel of social members for the efficient communication of the views of social members to the Committee on matters affecting social members and their use of Club facilities. *(Approved at EGM, 25.2.80.)*
35. The business and affairs of the Club and the custody and control of its funds shall be managed by the Committee consisting of the President, Vice President, Honorary Treasurer, Secretary and six (6) other members who shall be elected by ballot by members at the Annual General Meeting. The members entitled to vote at such election shall consist only of such number of full members of the Club as comprises not less than a majority of the full members of the Club. *(Approved at AGM, 17.11.97.)*
36. Each member of the Committee shall be deemed to be a Director of a company limited by guarantee and in that capacity subject to the provisions of the Act.
37. At every annual general meeting the officers and other members of the Committee shall retire from office.
38. All nominations of officers and other members of the Committee may be made to the Secretary before the Annual General Meeting. Nominations may also be made at the Annual General Meeting.

39. Any meeting of members may by ordinary resolution remove any member of the Committee before expiration of the period of his office and elect another qualified person in his stead.
40. The Committee may continue to act notwithstanding any vacancies in its body.
41. Any casual vacancy occurring in the Committee other than that of President or Vice President shall be filled by the Committee.
42. The office of a member of the Committee shall become vacant if:-
- (a) He ceases to be a director by virtue of the Act or becomes prohibited from being a director by an Order under the Act;
 - (b) He becomes bankrupt;
 - (c) He becomes physically or mentally incapable of performing his duties;
 - (d) He is absent from Committee meetings for a period of three consecutive meetings without leave of the Committee;
 - (e) He resigns by notice in writing to the Club;
 - (f) He fails to declare the nature of his interest in a contract or office or property as provided by Section 231 of the Act;
43. Provided that a member of the Committee shall declare the nature of his interest at the meeting at which the contract or arrangement is discussed if his interest then exists; or in any other case at the first meeting after the acquisition of his interest then the following shall apply:-
- (a) No contract or arrangement entered into with the Club by any such member or by or on behalf of any Company in which any such member shall be in any way directly or indirectly interested shall be avoided;
 - (b) Nor shall any member of the Committee so contracting or being so interested be liable to account to the Club for any profit realised by the Contract or arrangement by reason of his holding that office or of the fiduciary relation thereby established.
44. A member of the Committee who holds any office or possesses any property whereby (whether directly or indirectly) duties or interests might be created in conflict with his duties or interests as a director of a Company shall declare the same in accordance with Section 231 of the Act.
45. A general notice to the Committee that a member thereof is a member, officer or director of any specified firm or company and is to be regarded as interested in any subsequent transaction with that firm or company shall be sufficient disclosure under these articles.
46. A member of the Committee shall not vote in respect of any contract or arrangement in which he is so interested.

47. The Committee shall meet at least once in every month for the transaction of business. The names of all members of the Committee present and voting and minutes of all resolutions of proceedings of the Committee shall be entered in a book provided for the purpose. The quorum of the Committee shall be five members of the Committee. (*Approved at EGM, 2.10.78.*)
48. At all meetings of the Committee the President, or in his absence the Vice-President, shall be Chairman. In the event of both President and Vice-President being absent from any meeting the Committee may elect one of its number to be Chairman.
49. A member of the Committee may at any time, and the Secretary shall upon the request of a member of the Committee, convene a meeting of the Committee. Questions arising at any meeting shall be decided by a majority of votes, and in the case of an equality of votes the Chairman shall have a second or casting vote.
50. The Committee may delegate any of its powers to Sub-Committees consisting of such member or members of its body as it thinks fit. Any Sub-Committee so formed shall, in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Committee.
51. The meetings and proceedings of any such Sub-Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Committee, so far as the same are applicable thereto, and are not superseded by any regulations made by the Committee.
52. All acts done by any meeting of the Committee, or by any Sub-Committee, or by any person acting as a Sub-Committee shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of any such Sub-Committee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Committee or Sub-Committee.
53. A resolution in writing signed by all the members of the Committee shall be as valid and effectual as if it had been passed at a meeting of the Committee duly called and constituted.
54. The management of the business and the control of the Club shall be vested in The Committee, which, in addition to the powers and authorities by these Articles expressly conferred upon it, may exercise all such powers and do all such acts and things as may be exercised or done by the Club, and are and not hereby or by statute expressly directed or required to be exercised or done by the Club in General Meeting, but subject nevertheless to any regulations from time to time made by the Club in General Meeting; provided that no regulation, shall invalidate any prior act of the Committee which would have been valid if such regulation had not been made.
55. The business and general affairs of the Club shall be under the management of the Committee which shall have full control of the property of the Club and absolute authority subject to the Memorandum of Association regarding its disposition and in the conduct and administration of all the affairs and business of the Club except insofar as is expressly provided by these Articles.

In particular but without derogating from the general powers hereinbefore conferred the Committee shall have power from time to time: *(Approved at EGM, 2.10.78.)*

(a) to appoint from among its members or members of the Club, Sub-committees for any purpose whatsoever which from time to time it may think desirable and to delegate to any such sub-committee such powers as it may think fit. Unless otherwise specified in the minutes of Directors appointing the sub-committee the quorum of all sub-committees shall consist of a majority of members of such sub-committee. *(Approved at EGM, 2.10.78.)*

(b) To make such By-Laws, Rules or Regulations not inconsistent with the Memorandum and Articles of Association of the Club as in the opinion of the Committee are necessary or desirable for the proper control, administration and management of the Club's finances, affairs, interests, effects and property and for the convenience, comfort and well being of the members of the Club and to amend or rescind from time to time any such By-Laws, Rules and Regulations. *(Approved at EGM, 2.10.78.)*

(c) To enforce the observance of all By-Laws, Rules and Regulations by suspension from enjoyment of Club privileges or any of them. *(Approved at EGM, 2.10.78.)*

(d) To appoint any delegate or delegates to represent the Club for any purpose with such powers as may be thought fit. *(Approved at EGM, 2.10.78.)*

(e) To engage, appoint, control, remove, discharge, suspend and dismiss such managers, secretaries, officers, representatives, agents and servants or other employees as it may from time to time think fit and to determine the duties, pay salary emoluments or other remuneration but no payment or part payment of any secretary, manager or other officer or servant of the Club shall be made by way of commission of allowance from or upon the receipts of the Club for liquor supplied. *(Approved at EGM, 2.10.78.)*

(f) To purchase or otherwise acquire for the Club any property, rights or privileges which the Club is authorised to acquire at such price and generally on such terms and conditions as it shall think fit. *(Approved at EGM, 2.10.78.)*

(g) To secure the fulfilment of any contracts or engagements entered into by the Club by mortgaging or charging all or any property of the Club as may be thought fit. *(Approved at EGM, 2.10.78.)*

(h) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Club or its officers or otherwise concerning the affairs of the Club and also to compound or allow time for payment and satisfaction of any debts due to and any claims or demands by or against the Club. *(Approved at EGM, 2.10.78.)*

(i) To determine who shall be entitled to sign or endorse on the Club's behalf contracts, receipts, acceptances, cheques, bills of exchange, promissory notes and other documents or instruments. *(Approved at EGM, 2.10.78.)*

(j) To invest and deal with any of the moneys of the Club not immediately required for the purposes of the Club upon such securities and in such manner as the Committee may think fit and from time to time vary or realise such investments. *(Approved at EGM, 2.10.78.)*

(k) From time to time at its discretion to borrow or secure payment of any sum or sums of money for the purposes of the Club and to raise or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as it shall think fit and in particular by the issue of debentures or debenture stocks perpetual or otherwise and whether

A COMPANY LIMITED BY GUARANTEE

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

BATHURST AERO CLUB LIMITED

(ACN 000 528 932)

charged upon all or any of the Club's property both present and future or not. Any debentures or other securities may be issued with any special rights privileges which the Committee may think proper to confer on the holders. *(Approved at EGM, 2.10.78.)*

(l) To sell, exchange or otherwise dispose of any furniture, fittings, equipment, plant or other goods or chattels belonging to the Club and to let any property of the Club with the sanction of a general meeting of the Club to lease, demise, exchange or sell all or any of the lands and buildings or other property or rights to which the Club may be entitled from time to time PROVIDED THAT the power to lease, let or demise shall not be exercised with respect to any part of the Club's premises which may be registered under the provisions of the Liquor Act 1912 as amended without the consent of the Licensing Court being obtained. *(Approved at EGM, 2.10.78.)*

(m) To fix the maximum number of each class of members who may be admitted to the Club. *(Approved at EGM, 2.10.78.)*

(n) To fine, caution or suspend for such period as it thinks fit any member who shall wilfully infringe any provision of the Memorandum of Articles of Association or of the By-Laws, Rules and Regulations of the Club or who shall in the opinion of the Committee be guilty either in or out of the Club premises of conduct unbecoming of a member or prejudicial to the interests of the Club. *(Approved at EGM, 2.10.78.)*

(o) To impose any restrictions or limitations on the rights and privileges of members, honorary members and visitors relating to the use by them of the Club premises and/or amenity or facility therein contained or relating to their conduct, behaviour, clothing and dress while on said premises. *(Approved at EGM, 2.10.78.)*

(p) To recommend the amount of honorarium payable to any member of the Committee under Clause 4 of the Memorandum and subject to approval by a General Meeting to pay such honorarium. *(Approved at EGM, 2.10.78.)*

(q) To repay actual out-of-pocket expenses incurred by any member of the Committee. *(Approved at EGM, 2.10.78.)*

57. The Committee shall provide for the safe custody of the Common Seal. The said Seal shall not be used except by the authority of the Committee previously given and every instrument to which the Seal is affixed shall be signed by two members of the Committee and countersigned by the Secretary or some other person appointed by the Committee.
58. The Committee shall cause correct accounts and books to be kept showing the financial affairs of the Club and the particulars usually shown in books of account of a like nature and showing in particular and without limiting the generality thereof: *(Approved at EGM, 2.10.78.)*
- (a) All sums of money received and expended by the Club and the matters in respect of which the receipt and expenditure takes place. *(Approved at EGM, 2.10.78.)*
 - (b) All sales and purchases of goods by the Club. *(Approved at EGM, 2.10.78.)*
 - (c) The assets, credits and liabilities of the Club. *(Approved at EGM, 2.10.78.)*

59. (a) The Secretary shall keep in the Club's premises a register of members setting forth the name in full, occupation and address of each member, and setting out the date of the latest payment by each member of his subscription. *(Approved at EGM, 2.10.78.)*
- (b) The Secretary shall keep on the Club premises a register in which he shall enter or cause to be entered the names and addresses of all persons (not being persons whose names and other particulars have been entered on the register kept pursuant to clause (a) of this Article) who are admitted as honorary or temporary members of the Club for a limited period (other than temporary members referred to in Article 12. A) and the date on which such period commences and terminates. *(Approved at EGM, 2.10.78.)*
- (c) The Secretary shall keep on the Club premises a register in which he shall enter on each occasion on any day on which a person enters the premises of the Club as a guest of a member, the name in full or the surname and initials of the given names and the address of that guest, the date of that day and the signature of that member. *(Approved at EGM, 2.10.78.)*
60. The Committee shall in accordance with Section 316 of the Act lay before the Club in general meeting such profit and loss accounts and balance sheets and reports as are referred to in that Section.
61. Only such Auditors shall be appointed who qualify as such according to Section 324 of the Act and their duties shall be regulated in accordance with Sections 331 and 332 of the Act.
62. The Club at each Annual General Meeting shall appoint an Auditor or Auditors to hold office until the next Annual General Meeting and their appointment, remuneration rights and duties shall be regulated in accordance with the provisions of the Act and these Articles.
63. The Auditors shall make a report to the members of the accounts examined by them and on every Balance Sheet laid before the Club in General Meeting during their tenure of office and the report shall state whether or not they have obtained all the information and explanation they have required and whether in their opinion the Balance Sheet and Profit and Loss Account referred to in the report are properly drawn up and so as to exhibit a true and fair view of the state of the Club's affairs and whether the accounting and other records are properly kept in accordance with the Act. A copy of the report shall be sent to each member.
64. Notice of every Annual General Meeting shall be given 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 of the Club.
- Notice of any other General Meeting shall be given in such manner as the Committee shall from time to time determine.
65. Notice may be given by the Club to a member either (a) personally or (b) by posting it to his registered address prepaid or, if he has no registered address within the State, the address within the State supplied by the member for the purpose of receiving notices. A notice posted as

aforesaid shall be deemed to have been served on the day after it was posted in the case of a notice of a meeting; in any other case service will be deemed to be effected at the time at which the letter would be delivered in the ordinary course.

66. No member shall give any money fee or gratuity or other gift or any tip to any employee of the Club in any circumstances whatsoever except in the course of a general collection approved by the Committee. Any breach of this Article may in the discretion of the Committee be deemed conduct unbecoming to a member prejudicial to the interests of the Club and dealt with by the Committee accordingly.

WINDING-UP

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

INDEMNITY

68. Every member of the Committee, auditor, secretary and other officer for the time being of the Club acting in the course of his duties as a member or director of the Club shall be indemnified out of the assets of the Club against any liability incurred by him in defending any proceedings whether civic or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.

VISITORS

69. Visitors shall not be admitted in the Club unless accompanied by a member. No visitors shall be supplied with liquor on the Club premises unless on invitation and in company of a member. *(Approved at EGM, 2.10.78.)*

SUPPLY AND USE OF POKER MACHINES

70. No person under the age of 18 years shall be sold or supplied with liquor or allowed to use or operate or play poker machines. *(Approved at EGM, 2.10.78.)*

MISCELLANEOUS

71. A person, other than the Club or its members, shall not be entitled under the rules of the Club or otherwise, to derive, directly or indirectly, any profit, benefit or advantage from the grant to the Club of, or the fact that the Club has applied for, a certificate of registration or from any added value that may accrue to the premises of the Club because of the grant to the Club of, or the fact that the Club has applied for, such a certificate. *(Approved at EGM, 2.10.78.)*
72. The power to lease contained in the Memorandum of Association and in these Articles shall not be exercised in respect of any part or parts of the premises of the Club which may be the subject of a Certificate of Registration granted under the provisions of the Registered Clubs Act, 1976

as amended without the consent of the Licensing Court being first obtained. (*Approved at EGM, 2.10.78.*)

73. The Secretary or Manager, or any employee, or a member of the governing body or of any committee, of the Club shall not be entitled, under the rules of the Club or otherwise, to receive, directly or indirectly, any payment calculated by reference to the quantity of liquor purchase, supplied, sold or disposed by the Club or the receipts of the Club for any liquor supplied or disposed by the Club. (*Approved at EGM, 2.10.78.*)
74. A member of the Club, whether or not he is a member of the governing body, or of any committee, of the Club, shall not be entitled under the rules of the Club or otherwise, to derive, directly or indirectly, any profit, benefit or advantage from the Club that is not offered equally to every full member of the Club. (*Approved at EGM, 2.10.78.*)
75. Subject to the provisions of Clause 4 of the Memorandum, no Director shall receive any remuneration for his services in his capacity as a director. (*Approved at EGM, 2.10.78.*)

WE the several persons whose names and addresses are subscribed being subscribers to the Memorandum of Association hereby agree to the foregoing Articles of Association.

Names, Addresses and Description
of Subscribers

Witness to Signatures

William Lindsay Cox
292 Durham Street
Bathurst
Commercial Pilot

John Alexander Valentine
71 Rose Street
Bathurst
Real Estate Agent

John Thexter McAuley
"Arion"
Killongbutta
Grazier

Jeremy Hugh Trevor-Jones
73 Gilmour St
Kelso
Sales Manager

Michael Joseph O'Rourke
265 Browning St
Bathurst
Shop Assistant

Arthur Bowie
Peel Rd.
Kelso
Earthmoving Contractor

Dated this 1st day of May 1967.