

Constitution of Alexandra Ski Club ACN 000 336 783

**A company limited by guarantee and having a share capital
Incorporated in NSW**

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Constitution of Alexandra Ski Club

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GENERAL

1. Definitions

The following definitions apply in this Constitution unless the context otherwise requires:

The company means Alexandra Ski Club .

Director means a person appointed or elected to the office of director of the company in accordance with this Constitution and includes any alternate director duly acting as a director.

Law means the Corporations Law and the Corporations Regulations.

Member Present means, in connection with a meeting, the Member present in person at the venue or venues for the meeting or by proxy or by attorney.

Prescribed Rate means the base rate charged by the company's principal banker to corporate customers from time to time in respect of overdraft loans in excess of \$100,000 calculated on a daily basis and a year of 365 days.

Seal means any common seal or duplicate common seal of the company.

Spouse means the wife, husband, defacto wife or defacto husband of a Member.

The Club means the ski lodge known as Alexandra at Perisher Valley in New South Wales.

2. Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) A **gender** includes all genders.
- (b) The **singular** includes the plural and conversely.
- (c) Where a **word** or **phrase** is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a **paragraph** or **sub-paragraph** is to a paragraph or sub-paragraph, as the case may be, of the Article or paragraph, respectively, in which the reference appears.
- (e) A reference to any **legislation** or to any **provision** of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.
- (f) Division 10 of Part 1.2 of the Law applies in relation to this Constitution as if it were an instrument made under the Law.
- (g) Except in so far as a contrary intention appears in this Constitution, an expression has, in a provision of this Constitution which relates to a particular provision of the Law, the same meaning as in that provision of the Law.
- (h) A mention of anything after **include**, **includes** or **including** does not limit what else might be included.

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3. Name

The name of the company is Alexandra Ski Club.

4. Replaceable rules

The replaceable rules contained in the Law do not apply to the company.

5. Previous constitution superseded

This Constitution supersedes the Memorandum and Articles of Association of the company which are taken to be the company's constitution in force immediately before the adoption of this Constitution.

6. Transitional

Everything done under any previous constitution of the company shall continue to have the same operation and effect after the adoption of this Constitution as if properly done under this Constitution. In particular:

- (a) every director, alternate director and secretary in office immediately before adoption of this Constitution shall be taken to have been appointed and shall continue in office under this Constitution; and
- (b) any Seal adopted by the company before the adoption of this Constitution shall be taken to be a Seal properly adopted under this Constitution.

7. Actions authorised under the law

Where the Law authorises or permits a company to do any matter or thing if so authorised by its constitution, the company is and shall be taken by this Article to be authorised or permitted to do that matter or thing, despite any other provisions of this Constitution.

8. Aims and Objectives

- (a) The aims and objectives for which the company is established are:
 - (i) To promote the sport of ski-ing and to promote good fellowship among and to make provision for the association of people interested in the sport.
 - (ii) To erect maintain improve and conduct a ski lodge or ski lodges for the accommodation and use of Members of the company interested in or desirous of participating in the sport of ski-ing or any other sport.
 - (iii) To encourage and promote the use of the Club by Members and their families.
 - (iv) When a Member wishes to transfer his or her Membership, to encourage and promote the transfer of the Membership to a person within the Member's family.

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- (v) To do all things incidental, supplementary to or consistent with the remainder of this Article 8 as the Board may decide from time to time.
- (b) Nothing in this Article 8 is intended to operate to act as a restriction on or a prohibition of the company's exercise of any power it may have at law or under this Constitution. In particular, Article 7 of this Constitution is in no way limited or prejudiced by this Article 8.

INCOME AND PROPERTY

9. Application of income and property

- (a) Subject to Articles 9(a), 9(b) and 82, the profits (if any) or other income and property of the company must be applied solely towards the promotion of the aims and objectives of the company set out in Article 8 and no portion of it may be paid or transferred, directly or indirectly, to any Member of the company whether by way of dividend, bonus or otherwise.
- (b) Nothing in Article 9(a) prevents any payment in good faith by the company of:
 - (i) reasonable and proper remuneration to any Member for any services actually rendered or goods supplied in the ordinary and usual course of business to the company;
 - (ii) the payment or reimbursement of out-of-pocket expenses incurred by a Member of the company on behalf of the company where the amount payable does not exceed an amount previously approved by the directors of the company;
 - (iii) reasonable and proper rent for premises let or demised by any Member of the company to the company;
 - (iv) moneys to any Member, being a solicitor, accountant or other person engaged in any profession, for all usual professional or other charges for work done by that person or that person's firm or employer, where the provision of the service has the prior approval of the directors and where the amount payable is approved by the directors and is not more than an amount which commercially would be reasonable payment for the service; or
 - (v) interest at a rate not exceeding the Prescribed Rate on money borrowed from Members of the company.
- (c) The company must not pay fees to directors but the company may make payments in good faith for:
 - (i) the payment or reimbursement of out-of-pocket expenses incurred by a director in the performance of any duty as director where the amount payable does not exceed an amount previously approved by the directors;
 - (ii) moneys to any director, being a solicitor, accountant or other person engaged in any profession, for all usual professional or other charges for work done by that person or that person's firm or employer where the provision of the service has the prior approval of the directors and where the amount payable is approved by the directors and is not more than amount which commercially would be reasonable payment for the service;

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- (iii) any salary or wage due to the director as an employee of the company where the terms of employment have been approved by the directors of the company;
- (iv) an insurance premium in respect of a contract insuring a director as permitted by law from time to time; and
- (v) any payment to a director in his/her capacity of a Member as permitted by clause 9(b).

LIABILITY

10. Limited Liability

The liability of the Members is limited.

11. Extent of liability

Each Member undertakes to contribute to the property of the company if the company is wound up while he is a Member or within 1 year after he ceases to be a Member, for payment of the company's debts and liabilities 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, but not exceeding \$10.00.

CAPITAL

12. Power of directors to issue shares

- (a) The directors may issue shares in the company.
- (b) The directors may only issue shares in the company which are fully paid and in parcels of 200 shares per Member at \$2.00 per share. No Member may hold more or less than 200 shares.
- (c) Shares cannot be jointly owned.
- (d) Shares can only be subscribed for by persons who become Members in accordance with Article 24 or Article 60(c).
- (e) Shares can only be transferred in accordance with Article 25.

13. Recognition of third party interests

- (a) Except as required by law, the company shall not recognise a person as holding a share on any trust.
- (b) Whether or not it has notice of the rights or interests concerned, the company is not bound to recognise:
 - (i) any equitable, contingent, future or partial interest in any share or unit of a share; or
 - (ii) any other right in respect of a share,

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except an absolute right of ownership of the Member or as otherwise provided by this Constitution or by law.

CERTIFICATES FOR SHARES

14. Share certificates

- (a) A person whose name is entered as a Member in the register of Members is entitled without payment to receive a certificate in respect of the Member's shares in accordance with the Law.
- (b) The company is not bound to issue more than one certificate in respect of a share.

15. Form of share certificates

A certificate for shares shall be in a form that the directors from time to time decide.

16. Worn out or defaced share certificates

- (a) Subject to paragraph (b), the provisions of the Law with respect to certificates which are lost or destroyed shall apply to certificates which are worn out or defaced. The directors may exercise all the powers in relation to certificates which are lost, destroyed, worn out or defaced as are exercisable by the company or its directors under the Law in relation to certificates that are lost or destroyed.
- (b) The company:
 - (i) shall issue a certificate in replacement of a worn out or defaced certificate only if the certificate to be replaced is received by the company for cancellation and is cancelled; and
 - (ii) may require the payment of any amount as the directors determine in connection with the issue of a replacement certificate.

LIEN ON SHARES

17. Lien on shares

- (a) The company has a first and paramount lien on every share for:
 - (i) any amount due and unpaid from a Member to the Company which has been called or is payable at a fixed time;
 - (ii) any amounts due and unpaid in respect of entrance fees, transfer fees, levies, annual subscriptions, interest or any other moneys payable to the company by a Member;
 - (iii) all amounts that the company may be called on by law to pay in respect of the share.

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- (b) The directors may at any time exempt a share wholly or in part from the provisions of this Article.
- (c) The company's lien (if any) on a share extends to all entitlements deriving in respect of the share. The directors may retain those entitlements and may apply them in or towards satisfaction of all amounts due to the company in respect of which the lien exists.
- (d) Paragraph (e) shall apply if the company is or may in the future be liable, under the law of any jurisdiction in or outside Australia:
 - (i) in respect of any shares registered in the name of a Member; or
 - (ii) in respect of any interest, bonuses or other moneys or distributions paid or payable or entitlements derived or deriving in respect of any such shares;to pay any amount for or on account or in respect of any Member, whether in consequence of the death of that Member, the non-payment of any income or other tax by that Member, the non-payment of any estate, probate, succession, death, stamp or other duty by the Member or by the executor or administrator of the estate of that Member or otherwise.
- (e) The company:
 - (i) shall be fully indemnified by the Member referred to in paragraph (d) or the Member's estate from and against the liability referred to in that paragraph;
 - (ii) shall have a lien on the shares registered in the name of that Member for all moneys paid or payable by the company in respect of those shares under or in consequence of the liability; and
 - (iii) may recover, as a debt due from that Member or the Member's estate, those moneys by deducting from any Dividend or any other amount payable to the Member in respect of the shares or otherwise (together with interest on the sum from the day of payment by the company to the time of actual repayment by the Member or the Member's estate at a rate not exceeding the Prescribed Rate, but the directors may waive payment of interest wholly or in part).

18. Exercise of lien

- (a) Subject to paragraph (b), the company may sell any shares on which the company has a lien, in the manner that the directors think fit.
- (b) A share on which the company has a lien shall not be sold unless:
 - (i) a sum in respect of which the lien exists ("the sum") is payable; and
 - (ii) the company has given to the Member a notice in writing demanding payment of the sum ("the first notice"); and
 - (iii) the sum has remained unpaid for a further three months ("the three month period") from the date of issue of the first notice; and
 - (iv) at the expiration of the three month period the company has given to the Member a notice in writing demanding payment of the sum and advising of the company's intention to sell the

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Member's share one month from the date of the notice ("the second notice") and

- (v) the sum remains unpaid up until the day of sale.

19. Completion of sale

- (a) For the purpose of giving effect to a sale of shares under lien, the directors may authorise a person to do everything necessary to transfer the shares sold to the purchaser of the shares.
- (b) The company shall register the purchaser as the holder of the shares comprised in any transfer, after which the validity of the sale may not be impeached by any person, and the purchaser is not bound to see to the application of the purchase money.
- (c) The title of the purchaser to the shares is not affected by any irregularity or invalidity in connection with the sale.
- (d) The remedy of any person aggrieved by any sale shall be in damages only and against the company exclusively.

20. Application of proceeds of sale

The proceeds of a sale made under a lien shall be applied by the company in payment of the part of the amount in respect of which the lien exists as is presently payable. Any residue shall be paid to the person entitled to the shares immediately prior to the sale.

MEMBERS

21. Number and Classes of Members

- (a) The number of Members of the company will be limited to 220.
- (b) A Member is a person who:
 - (i) is a shareholder with 200 fully paid shares of \$2.00 each in the capital of the company, and
 - (ii) is a current Member within the terms of Article 23 and
 - (iii) has paid the entrance fee referred to in Article 22.
- (c) A current Member shall have the right to:
 - (i) Vote at meetings of the company; and
 - (ii) Accommodation in the Club as determined by the Directors from time to time.
- (d) A Member who is not a current Member within the terms of Article 23 shall not have the rights referred to in Article 21(c) and shall not be entitled to enjoy other rights or privileges of Membership (unless specifically permitted to do so by the Directors).

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22. Fees and subscriptions

- (a) An entrance fee payable to the Company by new Members will be set by the Directors from time to time. The fee for children of Members may differ from that payable by other new Members.
- (b) Each Member shall pay to the company an annual subscription at such rate as has been fixed for the time being by the directors, provided that any increase of more than twenty per cent in the rate of subscription over the rate prevailing in the immediately preceding year (excluding any interest or fine for late payment) shall not be effective unless approved by ordinary resolutions of Members in General Meeting. Subscriptions shall be due and payable on a date determined by the directors in each year and shall be paid annually in advance.
- (c) Each Member using the Club shall pay to the company accommodation fees, including accommodation fees for family members and guests, at such rates and in such manner as have been determined for the time being by the directors.
- (d) The directors may with the consent of a General Meeting at any time make a levy upon Members for funds to be used for some special need of the company or the Club. The notice convening such meeting and the notice of levy given to Members pursuant to adoption of a resolution authorising a levy shall specify the purpose to which the funds levied are to be applied.
- (e) The directors shall have power to remit wholly or in part or defer payment of any arrears of subscription or other debt due from a Member as the directors think fit.
- (f) If any fee or subscription or any instalment thereof or any debt due from a Member to the company shall remain unpaid after it becomes due for payment, interest shall be paid by the Member to the company for the period from the due date until payment at such rate as the directors may determine from time to time.

23. Current Membership

- (a) The membership of a Member shall be current for all purposes provided that such Membership shall cease to be current where any entrance fees, transfer fees, levies, annual subscription or any other moneys payable to the Company by a Member shall remain unpaid for a period of one month after it becomes due for payment.
- (b) Where the Membership of a Member ceases to be current he or she shall not be entitled to enjoy any of the rights referred to in Article 21(c) and shall not be entitled to enjoy other rights or privileges of membership (unless specifically permitted to do so by the Directors).
- (c) The currency of the Membership of a Member may be reinstated:
 - (i) upon payment of all moneys due to the Company; or
 - (ii) by resolution of the Directors.

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24. New Members

- (a) The following provisions shall be complied with before any person (not being an Annual Subscription Member as defined in Article 60(a)(iii)) may become a Member of the Company:
 - (i) A person desiring to become a Member shall first be introduced or made known to at least two directors and the directors may also require a person to be known personally to at least two other Members. An application for Membership shall be proposed by a Member and seconded by another Member.
 - (ii) Applications for membership will be considered and decided by the directors. The directors need not give reasons for the refusal of any application.
 - (iii) A person whose application for membership is successful shall purchase, or subscribe for, 200 shares in the company and shall pay to the company an entrance fee as set by the directors from time to time.
- (b) The directors shall give Members two months' notice of their intention to call for applications for new members.

TRANSFER OF SHARES

25. Resignation and Transfer

- (a) A Member who desires to resign from the company shall notify the Directors in writing.
- (b) A Member who wishes to transfer his/her shares in the company ("the transferring Member") to a person of his/her choice shall notify the Directors. A Member may nominate a person to be the recipient of the shares ("the Member's nominee") however the Directors may refuse to accept the Member's nominee as a Member and need not give reasons for their refusal.
- (c) Transfer of Membership, whether to a person selected by the directors ("the directors' nominee") or a Member's nominee approved under paragraph (b) may be arranged at any time between the transferring Member, the Member's nominee (if approved by the Directors) or the Directors' nominee and the Directors but in no circumstances shall the Directors be under an obligation to find a purchaser of shares in the company on behalf of the transferring Member.
- (d) The shares in the company can never be sold at a profit.
- (e) The transfer of shares by the transferring Member will not be registered unless and until the transferring Member has paid a transfer fee. The transfer fee will be set by the Directors from time to time.
- (f) The transferring Member shall remain liable for payment of all outstanding entrance fees, transfer fees, levies, annual subscriptions, interest and any other moneys payable by him/her to the company even after a transfer of his/her shares in the company has been registered.

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26. Transferability of certificated shares

- (a) Subject to this Constitution and the Law, a Member's shares may be transferred by instrument in writing, in any form authorised by the Law or in any other form that the directors approve.
- (b) A transferor of shares remains the holder of the shares transferred until the transfer is registered.

27. Registration of transfers

- (a) The following documents must be lodged for registration at the registered office of the company or the location of the relevant share register:
 - (i) the instrument of transfer;
 - (ii) the certificate (if any) for the shares; and
 - (iii) any other information that the directors may require to establish the transferor's right to transfer the shares.
- (b) On compliance with paragraph (a), the company shall, subject to the powers of the company to refuse registration, register the transferee as a Member.
- (c) The directors may waive compliance with paragraph (a)(ii) on receipt of satisfactory evidence of loss or destruction of the certificate.

28. Restriction on transfer of shares

- (a) The directors may in their absolute discretion refuse to register any transfer of shares and may decline to give their reasons for doing so.
- (b) Where the directors resolve to refuse to register a transfer of shares, the directors shall notify the intending transferee not later than 2 months after the date on which the intending transferor notified the company of his/her intention to transfer shares to that person.

29. Suspension of transfers

The registration of transfers of shares may be suspended at any time and for any period as the directors from time to time decide. The aggregate of those periods shall not exceed 30 days in any calendar year.

TRANSMISSION OF SHARES

30. Entitlement to shares on death

- (a) Where a Member dies, the legal personal representatives of the deceased shall be the only persons recognised by the company as having any title to the Member's interest in the shares.
- (b) The directors may require evidence of a Member's death as they think fit.

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31. Registration of persons entitled

- (a) Subject to the Bankruptcy Act 1966 and to the production of any information that is properly required by the directors, and subject to Article 32, a person becoming entitled to a share in consequence of the death or bankruptcy of a Member may elect to:
 - (i) be registered personally as holder of the share solely for the purpose of facilitating the administration of the Member's estate and in any event for no longer than 12 months, or the period expiring on the date of transfer of the shares in accordance with Article 25, whichever is the shorter;
 - (ii) have another person registered as the transferee of the share in accordance with Article 25.
- (b) If a person entitled to a share in consequence of the death or bankruptcy of a Member has not transferred a share in accordance with Article 25 by the first anniversary of the date of death or bankruptcy, that share shall be deemed to be surrendered in accordance with Article 33, at that time.
- (c) All the limitations, restrictions and provisions of this Constitution relating to:
 - (i) the right to transfer;
 - (ii) the registration of the transfer of; and
 - (iii) the issue of certificates with respect to,shares are applicable to any transfer as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

32. Entitlements and other rights

Where a Member dies or becomes bankrupt, the Member's legal personal representative or the trustee of the Member's estate (as the case may be) shall cease to be a "current Member" and Article 23 applies pending transfer of the share.

SURRENDER OF SHARES

33. Surrender of shares

Subject to law, the directors may accept the gratuitous surrender of any fully paid share.

34. Powers of directors relating to surrender

A surrendered share may be:

- (a) sold or otherwise disposed of on the terms and in the manner that the directors think fit; or
- (b) cancelled.

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35. Consequences of surrender

A Member whose shares have been surrendered:

- (a) ceases to be a Member in respect of the surrendered shares at the time and on the date of the passing of the directors' resolution approving the surrender;
- (b) shall have no claims or demands against the company in respect of those shares;
- (c) shall have no other rights incident to the shares except the rights that are expressly provided by the Law or saved by this Constitution; and
- (d) remains liable to pay to the company all money that at the date of surrender was payable by the Member to the company in respect of the shares and that was payable in respect of entrance fees, transfer fees, levies or annual subscriptions (including, if the directors think fit, interest from the date of surrender at the Prescribed Rate on the money for the time being unpaid).

The directors may (but shall not be obliged to) enforce the payment of the money or any part of the money for which the Member is liable as they think fit.

SHAREHOLDERS MEETINGS

36. Power of directors to convene

- (a) Any director may convene a general meeting whenever the director thinks fit.
- (b) Any director may cancel by notice in writing to all Members any meeting convened by the director, except that a meeting convened on the requisition of a Member or Members shall not be cancelled without their consent.
- (c) The directors may postpone a general meeting or change the place at which it is to be held by notice, not later than 72 hours prior to the time of the meeting, to all persons to whom the notice of meeting (the *first notice*) was given. The postponing notice shall specify the place, date and time of the meeting. The meeting shall be taken to have been duly convened under the first notice.

37. Notice of general meetings

- (a) Each notice convening a general meeting shall contain the information required by the Law.
- (b) The non-receipt of a notice convening a general meeting by or the accidental omission to give notice to any person entitled to receive notice shall not invalidate the proceedings at or any resolution passed at the meeting.

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38. Business of general meetings

Unless all Members are present as Members Present and agree otherwise, no business shall be transacted at any general meeting except as set out in the notice of the meeting.

39. Quorum

- (a) 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.
- (b) Except as otherwise provided in this Constitution, four Members Present shall constitute a quorum.

40. If quorum not present

If a quorum is not present within 20 minutes after the time appointed for the meeting:

- (a) where the meeting was convened on the requisition of Members, the proposed meeting shall be dissolved (subject to Article 42(a));
- (b) in any other case:
 - (i) the meeting stands adjourned to a day and at a time and place as the directors decide or, if no decision is made by the directors, to the same day in the next week at the same time and place; and
 - (ii) if at the adjourned meeting a quorum is not present within 20 minutes after the time appointed for the meeting, the meeting shall be dissolved.

41. Chair of meetings

- (a) Subject to paragraph (b), the chair of directors or, in the chair's absence, the deputy chair shall preside as chair at every general meeting.
- (b) Where a general meeting is held and:
 - (i) there is no chair or deputy chair; or
 - (ii) the chair or deputy chair is not present within 15 minutes after the time appointed for the meeting or does not wish to act as chair of the meeting,

the directors present shall choose one of their number or, in the absence of all directors or if none of the directors present wish to act, the Members Present shall elect one of their number to be chair of the meeting.

42. Adjournments

- (a) The chair may and shall if so directed by the meeting adjourn the meeting from time to time and from place to place.
- (b) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

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- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) Except as provided by paragraph (c), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

43. Voting at general meetings

- (a) Any resolution to be considered at a meeting shall be decided on a show of hands.
- (b) A declaration by the chair that a resolution has on a show of hands been carried or lost and an entry to that effect in the minutes of the meeting shall be taken as conclusive evidence of the fact without the need to show the number or proportion of the votes recorded in favour of or against the resolution.
- (c) Given the requirement that no Member may have more or less than 200 shares, no provision for voting by poll has been included in this Constitution.

44. Chair's casting vote

In the case of an equality of votes on a show of hands the chair of the meeting has a casting vote in addition to any vote to which the chair may be entitled as a Member.

45. Representation and voting of Members

Subject to this Constitution:

- (a) at meetings of Members each Member entitled to attend and vote may attend and vote in person or by proxy or attorney; and
- (b) on a show of hands, every Member Present having the right to vote at the meeting has one vote.

46. Members of unsound mind and minors

- (a) If a Member is:
 - (i) of unsound mind;
 - (ii) a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
 - (iii) a minor,the Member's committee or trustee or any other person as properly has the management or guardianship of the Member's estate or affairs may, subject to paragraph (b), exercise any rights of the Member in relation to a general meeting as if the committee, trustee or other person were the Member.
- (b) Any person with powers of management or guardianship shall not exercise any rights under paragraph (a) unless and until the person has

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provided the directors with satisfactory evidence of the person's appointment and status.

47. Restriction on voting rights - unpaid amounts

A Member is not entitled to vote at a general meeting unless the Member is a current Member as defined in Article 23.

48. Objections to qualification to vote

- (a) An objection to the qualification of a person to vote may be raised only at the meeting or adjourned meeting at which the vote objected to is tendered.
- (b) Any objection shall be referred to the chair of the meeting, whose decision shall be final.
- (c) A vote allowed after an objection shall be valid for all purposes.

49. Number of proxies

- (a) A Member may appoint 1 proxy.
- (b) A proxy must be a shareholding Member or a spouse of a shareholding Member or a Director.

50. Form of proxy

- (a) An instrument appointing a proxy must be in writing under the hand of the appointor or of the appointor's attorney duly authorised in writing
- (b) A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
- (c) An instrument appointing a proxy shall be in any form that the directors may accept or stipulate.

51. Lodgment of proxies

- (a) The documents to be received under the Law for an appointment of a proxy to be effective may be received by the company not less than 48 hours before the meeting commences or resumes (as the case may be).
- (b) For an instrument appointing an attorney to act on behalf of a Member at all meetings of the company or at all meetings for a specified period to be effective, the following documents must be received by the company at any time before commencement of the meeting or adjourned meeting at which the attorney proposes to vote:
 - (i) the power of attorney or a certified copy of that power of attorney; and
 - (ii) any evidence that the directors may require of the validity and non-revocation of that power of attorney.

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- (c) For the purposes of this paragraph, the company receives these documents when they are received at any of the following:
 - (i) the company's registered office;
 - (ii) a fax number at the company's registered office; or
 - (iii) a place or fax number specified for the purpose in the notice of meeting.

52. Validity of proxies

- (a) A vote exercised in accordance with the terms of an instrument of proxy, a power of attorney or other relevant instrument of appointment is valid despite:
 - (i) the previous death or unsoundness of mind of the principal;
 - (ii) the revocation of the instrument (or of the authority under which the instrument was executed) or the power; or
 - (iii) the transfer of the share in respect of which the instrument or power is given,

if no notice in writing of the death, unsoundness of mind, revocation or transfer has been received by the company at its registered office at least 24 hours (or any shorter period as the directors may permit) before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.
- (b) A proxy is not revoked by the principal attending and taking place in the meeting, unless the principal actually votes at the meeting on the resolution for which the proxy is proposed to be used.

53. Where proxy is incomplete

- (a) No instrument appointing a proxy shall be treated as invalid merely because it does not contain:
 - (i) the address of the appointor or of a proxy;
 - (ii) the proxy's name or the name of the office held by the proxy; or
 - (iii) in relation to any or all resolutions, an indication of the manner in which the proxy is to vote.
- (b) Where the instrument does not specify the name of a proxy, the instrument shall be taken to be given in favour of the chair of the meeting.

54. Right of officers and advisers to attend general meeting

- (a) A director who is not a Member shall be entitled to be present and to speak at any general meeting.
- (b) A secretary who is not a Member shall be entitled to be present and, at the request of the chair, to speak at any general meeting.
- (c) Any other person (whether a Member or not) requested by the directors to attend any general meeting shall be entitled to be present and, at the request of the chair, to speak at that general meeting.

APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS

55. Appointment and removal

- (a) Subject to the Law, the company may at any time by resolution passed in general meeting:
 - (i) appoint any person as a director; or
 - (ii) remove any director from office.
- (b) Subject to the Law, the directors may at any time appoint any person as a director.

56. Share qualification

Directors are required to hold shares in the capital of the company or be a spouse of a shareholding Member.

56A. Remuneration

No Director will be entitled to any remuneration or to receive any payments from the company except as set out in Article 9.

57. Vacation of office

In addition to the circumstances in which the office of a director becomes vacant:

- (a) under the Law; or
 - (b) because of a resolution under Article 55,
- the office of a director becomes vacant if the director:
- (c) 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) resigns by notice in writing to the company;
 - (e) is absent without the consent of the directors from meetings of the directors held during a continuous period of 6 months; or
 - (f) dies.

ROTATION OF DIRECTORS

58. Rotation of Directors

- (a) Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than four or more than seven.
- (b) At each Annual General Meeting of the company the number of directors who shall retire from office will be as set out in the following table:

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No. of Directors in Office	No. of Directors to Retire from Office
4	1
5	1
6	2
7	2

- (c) The directors to retire in every year shall be those who have been longest in office since their last election but as between persons who became directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- (d) At least 8 weeks prior a general meeting there will be a call to the Members for nominations for directorship.
- (e) A retiring director is eligible for re-election and must give 6 weeks' notice prior to the next general meeting of his/her intention to stand for election.
- (f) The directors shall have power at any time, and from time to time, to fill any casual vacancy occurring in the Board of directors and/or appoint a person as an additional director. Such person(s) shall retire from office at the next following ordinary general meeting, but shall be eligible for election by the company at that meeting as a director. Any such person(s) must give 6 weeks' notice prior to the next general meeting of his/her intention to stand for election.
- (g) A person, other than a retiring director, is not eligible for election as a director at a general meeting unless the person, or a Member who intends to propose the person, has given written notice of the person's intended candidature, signed by the person and the proposer, at least 14 days before despatch of the notice of the next general meeting.
- (h) A written notice listing all director vacancies and each candidate for re-election, in alphabetical order, must be included in the notice of meeting.
- (i) (a) A director may not serve for more than ten continuous years and must retire on the tenth anniversary of his/her election to office.
- (b) Any director who retires in accordance with Clause 58(i)(a) may only offer himself/herself for re-election after a period of two years has elapsed from the date of his/her retirement.
- (c) Clause 58 (i)(a) only applies to directors elected or re-elected on or after 25 May 2014.

POWERS AND DUTIES OF DIRECTORS

59. Powers of directors

- (a) Subject to the Law and this Constitution, the business of the company shall be managed by the directors, who may exercise all powers of the company which are not, by the Law or this Constitution, required to be exercised by the company in general meeting.
- (b) Without limiting the generality of paragraph (a), the directors may exercise all the powers of the company:

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- (i) to borrow money, to charge any property or business of the company or all or any of its uncalled capital; and
- (ii) to issue debentures or give any other security for a debt, liability or obligation of the company or of any other person.

60. Other Categories of Membership

- (a) The directors have the power to allow persons other than Members to have certain rights in relation to use of the Club. Those persons shall collectively be known as **Family Members** and must fall into one of the following categories:
 - (i) **Associate Member:** Shall be the spouse of the Member, or alternatively, a person nominated by the Member as the Member's ski-ing companion from time to time.
 - (ii) **Junior Member:** Shall be the child of a Member, being less than 18 years of age.
 - (iii) **Annual Subscription Member:** Shall be the child of a Member being between the ages of 18 and 25 years and who has paid such annual subscription for the current year as prescribed by the Directors.
 - (iv) **Honorary Member:** Shall be such person as the Directors may appoint for a limited time.
 - (v) **Honorary Life Member:** Shall be such person as the Directors may propose in recognition of special service to the Club or a Member who is at least 65 years of age or more (by forwarding a copy of a driver's licence, passport, birth certificate or any other identity document evidencing age) and has been a Member for at least 25 years (by forwarding a statement of date of becoming a shareholder).
- (b) Family Members shall have no right to vote at meetings of the company. Unless otherwise agreed by the directors, Family Members shall have no other rights whatsoever, except those expressly set out as follows:
 - (i) **Associate Member:** Shall have the right to accommodation in the Club at times and rates as determined by the Directors from time to time ("**Accommodation Rights**").
 - (ii) **Junior Member:** shall have Accommodation Rights.
 - (iii) **Annual Subscription Member:** shall have Accommodation Rights and shall have the right to apply for membership of the company between the ages of 18 and 25 years in accordance with Article 60(c).
 - (iv) **Honorary Member:**
 - (A) shall have Accommodation Rights; and
 - (B) shall not be required to pay any prescribed annual subscriptions
 - (v) **Honorary Life Member:**
 - (A) shall have Accommodation Rights;
 - (B) shall be required to pay 50% of any prescribed annual subscriptions;

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- (C) shall have the right to vote at meetings of the company but only if a holder of 200 fully paid shares in the company.
- (c) The following provisions shall be complied with before any Annual Subscription Member may become a Member of the company:
 - (i) A child of a Member who is over the age of 18 years may make application in writing to the Directors to become a Member provided that the child's right to apply for Membership may be exercised only :
 - ◆ where the parent of the child has been a current Member both at the time of the child's eighteenth birthday and at the time of the child's application for Membership; and
 - ◆ before the child's twenty-fifth birthday.
 - (ii) Applications by children of Members will take priority over applications by any other persons and shall be dealt with in the order in which they are received by the secretary.
 - (iii) Applications for Membership will be considered and decided by the Directors who need not give reasons for the refusal of any application.
 - (iv) A child of a Member whose application for Membership is successful shall purchase or subscribe for 200 fully paid shares in the Company and shall pay an entrance fee as set by the Directors from time to time. The entrance fee payable by a child of a Member may be set at a different rate from that payable by any other new Member.

61. Rules

- (a) The Directors have the power to create, alter, or restrict the rights and privileges of all Members and Family Members relating to the use by them of the Club and/or any amenity or facility provided by the Company.
- (b) The Directors have the power to regulate the conduct or behaviour of Members and Family Members whilst using the Club and/or any amenity or facility provided by the Company.
- (c) The directors have the power to set accommodation rates, entrance fees for new Members and transfer fees and may change these rates and fees from time to time as they see fit. The directors may change the rate of the annual subscription but only in compliance with Article 22(b).
- (d) The Directors have the power to control and manage:
 - (i) the finances of the company;
 - (ii) the maintenance, cleaning and safety of the Club;
 - (iii) any repair or building works in relation to the Club, including the retaining of architects and builders;
 - (iv) all aspects of accommodation at the Club; and
 - (v) any Sporting activities conducted by Members and Family Members.
- (e) The directors have the power to create, vary and repeal all and any rules, by-laws or regulations necessary to exercise the powers in Article.

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62. Principles governing Accommodation

- (a) Members and Family Members shall have the right to accommodation only as set out in the current notice of accommodation policy and rules as determined by the directors. Each year, such a notice will be sent to all Members before the opening of bookings for that year. The general principles for determining the accommodation policy will be:
 - (i) Winter Season shall cover the period from the Queen's Birthday weekend in June to the Six Hour Day Long weekend in October inclusive;
 - (ii) During Winter Season a certain number of weeks will be set aside for Children's Weeks and Toddler's Week. Children's Weeks will be dictated by the NSW school holidays, but allowance will be made for interstate families at the discretion of the Directors.
 - (iii) Summer Season will cover the rest of the year.
 - (iv) Members will be given absolute priority for bookings for a certain period of time.
 - (v) Following this a further period will be given to late Member bookings and for a certain number of guests for each Member.
 - (vi) Finally after a specified date there will be no restrictions to booking of guests.
 - (vii) In Children's Week and Toddler's Weeks, absolute priority will initially be given to Members with children.
 - (viii) No bookings shall be confirmed unless paid in advance.
 - (ix) No bookings will be accepted from any Member whose subscription or other payment to the company is overdue.

63. Behaviour of Members and Guests

- (a) Whilst in residence all Members, Family Members and guests will be required to observe an acceptable code of behaviour and to carry out all duties as allocated by the Club Captain in a responsible and pleasant manner. The directors upon a report from the Club Captain may withdraw the rights and privileges of any Member or Family Member who fails to comply with the expected standards of a Member of Alexandra Ski Club.
- (b) The directors may at any time terminate the Accommodation Rights of a Member or a Family Member whose behaviour is below the standard which has been acceptable in the Club.

64. Appointment of attorneys

- (a) The directors may, by power of attorney, appoint any person to be the attorney of the company for the purposes, with the powers, authorities and discretions vested in or exercisable by the directors for any period and subject to any conditions as they think fit.
- (b) Any appointment under paragraph (a) may be made on terms for the protection and convenience of persons dealing with the attorney as the

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directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

65. Negotiable instruments

All negotiable instruments of the company shall be executed by the persons and in the manner that the directors decide from time to time.

PROCEEDINGS OF DIRECTORS

66. Proceedings

- (a) The directors may meet together for the despatch of business and adjourn and otherwise regulate their meetings as they think fit.
- (b) A director may at any time, and on the request of a director or a secretary shall, convene a meeting of the directors.
- (c) Reasonable notice must be given to every director of the place, date and time of every meeting of the directors. Where any director is for the time being outside of Australia, notice need only be given to that director if contact details have been given, but notice shall always be given to any alternate director in Australia whose appointment by that director is for the time being in force.

67. Meetings by technology

- (a) For the purposes of the Law, each director, on becoming a director (or on the adoption of this constitution), consents to the use of the following technology for calling or holding a directors meeting:
 - (i) video;
 - (ii) telephone;
 - (iii) electronic mail;
 - (iv) any other technology which permits each director to communicate with every other director; or
 - (v) any combination of the technologies described in the above paragraphs.

A director may withdraw the consent given under this Article in accordance with the Law.
- (b) Where the directors are not all in attendance at one place and are holding a meeting using technology and each director can communicate with the other directors:
 - (i) the participating directors shall, for the purpose of every provision of this Constitution concerning meetings of the directors, be taken to be assembled together at a meeting and to be present at that meeting; and
 - (ii) all proceedings of those directors conducted in that manner shall be as valid and effective as if conducted at a meeting at which all of them were present.

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68. Quorum at meetings

At a meeting of directors, the number of directors whose presence is necessary to constitute a quorum is the number determined by the directors and, if not so determined, is 4 directors entitled to vote. Unless the directors determine otherwise, the quorum need only be present at the time when the meeting proceeds to business.

69. Chair of directors

- (a) The directors may elect one of their number as their chair and may decide the period for which the chair is to hold office as chair.
- (b) Where a meeting of directors is held and:
 - (i) a chair has not been elected as provided by paragraph (a); or
 - (ii) the chair is not present at the time appointed for the holding of the meeting or does not wish to chair the meeting,the directors present shall elect one of their number to be a chair of the meeting.

70. Proceedings at meetings

- (a) Subject to this Constitution, questions arising at a meeting of directors shall be decided by a majority of votes of directors present and voting and any such decision shall for all purposes be taken to be a decision of the directors.
- (b) In the case of an equality of votes, the chair of the meeting has a casting vote in addition to the chair's deliberative vote.

71. Disclosure of interests

- (a) A director is not disqualified by the director's office from contracting with the company in any capacity.
- (b) A contract or arrangement made by the company with a director or in which a director is in any way directly or indirectly interested shall not be avoided merely because the director is a party to or interested in it.
- (c) A director is not liable to account to the company for any profit derived in respect of a matter in which the director has a material interest, merely because of the director's office or the fiduciary relationship it entails, if the director has:
 - (i) declared the director's interest in the matter as soon as practicable after the relevant facts have come to the director's knowledge; and
 - (ii) not contravened this Constitution or the Law in relation to the matter.
- (d) A general notice that the director is an officer or Member of a specified body corporate or firm stating the nature and extent of the director's interest in the body corporate or firm shall, in relation to a matter involving the company and that body corporate or firm, be a sufficient declaration of the director's interest, provided the extent of that interest is no greater

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- at the time of first consideration of the relevant matter by the directors than was stated in the notice.
- (e) Subject to the Law, a director may vote in respect of a matter in which that director has a material interest.
 - (f) If the provisions of this Article and the Law have been observed by any director with regard to any contract or arrangement in which the director is in any way interested, the fact that the director signed the document evidencing the contract or arrangement shall not in any way affect its validity.
 - (g) A director may hold any office of employment or profit in the company (other than auditor) in addition to holding office as a director.

72. Alternate directors

- (a) A director may:
 - (i) with the approval of a majority of the other directors (if any), appoint a person; or
 - (ii) without the need for the approval of the other directors, appoint another director,to be an alternate director in the director's place during any period that the director thinks fit.
- (b) An alternate director must be a shareholding Member, a spouse of a shareholding Member or an Annual Subscription Member.
- (c) An alternate director is entitled to notice of meetings of the directors and, if the appointor is not present at such a meeting, is entitled to attend and vote in the director's stead.
- (d) An alternate director may exercise any powers that the appointor may exercise. The exercise of any power by the alternate director (including signing a document) shall be taken to be the exercise of the power by the appointor. The exercise of any power by the alternate director shall be as agent of the company and not as agent of the appointor. Where the alternate is another director, that director shall be entitled to cast a deliberative vote on the director's own account and on account of each person by whom the director has been appointed as an alternate director.
- (e) The appointment of an alternate director:
 - (i) may be terminated at any time by the appointor even if the period of the appointment of the alternate director has not expired; and
 - (ii) terminates automatically if the appointor vacates office as a director.
- (f) An appointment or the termination of an appointment of an alternate director shall be effected by service on the company of a notice in writing signed by the director making the appointment. The company shall notify Members of any such appointment or termination when it is next most reasonably practicable to do so.

73. Committees

The directors may delegate any of their powers to a special committee or committees comprising one director together with, if thought desirable, other

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Members or director appointed Members of the Club. The Members of the committee shall, after any necessary enquiries and consideration, report back to the Directors together with their recommendation for final decision by all the Directors.

74. Other Officers

- (a) **Booking Secretary.** The Directors shall appoint a Booking Secretary who will have control of all accommodation bookings for the Club except in any instance where there are excess bookings requiring a ballot. Any ballot shall be conducted by the directors. In organising accommodation bookings the Booking Secretary shall adhere to the principles set out in Article 62.
- (b) **Club Captain.** A Club Captain will be appointed for each week of occupancy and shall carry out the duties in accordance with the rules posted in the lodge. The Club Captain shall be, wherever possible, a senior Member of the Club. A list of the Club Captain's responsibilities will be issued to each Club Captain by the Booking Secretary. During the period of his or her appointment the Club Captain shall have authority over other Members and their guests who are resident in the Club.
- (c) **Other officers.** The directors may from time to time:
 - (i) create any other position or positions in the company with the powers and responsibilities as the directors may from time to time confer; and
 - (ii) appoint any person, whether or not a director, to any position or positions created under paragraph (c)(i).
- (d) The directors may at any time terminate the appointment of a person holding a position created under paragraph (c)(i) and may abolish the position.

75. Secretaries

- (a) A secretary of the company holds office on the terms and conditions as the directors decide.
- (b) The directors may at any time terminate the appointment of a secretary.

76. Defects in appointments

- (a) All acts done by any meeting of the directors, committee of directors, or person acting as a director are as valid as if each person was duly appointed and qualified to be a director or a Member of the committee.
- (b) Paragraph (a) applies even if it is afterwards discovered that there was some defect in the appointment of a person to be a director or a Member of a committee or to act as a director or that a person so appointed was disqualified.

SEALS AND EXECUTING DOCUMENTS

77. Seals and their use

- (a) The company may have a common seal. If the company has a common seal, it may also have a duplicate common seal.
- (b) A Seal shall be used only by the authority of the directors, or of a committee of the directors authorised by the directors to authorise the use of the Seal. Every document to which the Seal is affixed shall be signed by:
 - (i) 2 directors;
 - (ii) a director and a secretary (or another person appointed by the directors to countersign that document or a class of documents in which that document is included).
- (c) This Article does not limit the ways in which the company may execute a document.

INSPECTION OF RECORDS

78. Inspection of records

- (a) The directors may authorise a Member to inspect the books of the company (to the extent, at the time and places and under the conditions the directors consider appropriate).
- (b) A Member (other than a director) does not have the right to inspect any document of the company except as provided by law or authorised by the directors.

RESERVES

79. Reserves

- (a) The directors may at any time set aside out of the profits of the company any sums as they think proper as reserves which shall, at the discretion of the directors, be applicable for any purpose to which the profits of the company may be properly applied.
- (b) Pending any application under paragraph (a), the reserves may, at the discretion of the directors, either be employed in the business of the company or be invested in any investments as the directors may from time to time think fit.

NOTICES

80. Notices generally

- (a) Any Member who has not left at or sent to the registered office a place of address (for registration in the register) at or to which all notices and

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documents of the company may be served or sent shall not be entitled to receive any notice.

- (b) A notice may be given by the company to any Member by:
 - (i) serving it on the Member personally;
 - (ii) sending it by post to the Member or leaving it at the Member's address as shown in the register or the address supplied by the Member to the company for the giving of notices;
 - (iii) serving it in any manner contemplated in this paragraph (b) on a Member's attorney as specified by the Member in a notice given under paragraph (c);
 - (iv) fax to the fax number supplied by the Member to the company for the giving of notices; or
 - (v) transmitting it electronically to the electronic mail address given by the Member to the company for giving notices.
- (c) A Member may by written notice to the secretary left at or sent to the registered office require that all notices to be given by the company or the directors be served on the Member's attorney at an address specified in the notice.
- (d) Notice to a Member whose address for notices is outside Australia shall be sent by airmail, fax or electronic mail.
- (e) Where a notice is sent by post, service of the notice shall be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected:
 - (i) in the case of a notice of a meeting, on the day after the date of its posting; and
 - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- (f) Where a notice is sent by fax or electronic transmission, service of the notice shall be taken to be effected by properly addressing and sending or transmitting the notice and to have been effected on the day it is sent.
- (g) A notice may be given by the company to a person entitled to a share in consequence of the death or bankruptcy of a Member:
 - (i) by serving it on the person personally;
 - (ii) by sending it by post addressed to the person by name or by the title of representative of the deceased or assignee of the bankrupt or by any like description at the address (if any) within Australia supplied for the purpose by the person;
 - (iii) if such an address has not been supplied, at the address to which the notice might have been sent if the death or bankruptcy had not occurred;
 - (iv) by sending a fax to the fax number supplied by the person to the company;
 - (v) if such a fax number has not been supplied, to the fax number to which the notice might have been sent if the death or bankruptcy had not occurred; or
 - (vi) by transmitting it to the electronic mail address supplied by the person to the company.

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81. Notices of general meeting

- (a) Notice of every general meeting shall be given:
 - (i) in the manner authorised by Article 80:
 - (ii) to every Member and to each director;
 - (iii) to every person entitled to a share in consequence of the death or bankruptcy of a Member who, but for death or bankruptcy, would be entitled to receive notice of the meeting; and
 - (iv) to the auditor to the company (if any).
- (b) No other person is entitled to receive notice of general meetings.

INDEMNITY

82. Indemnity and insurance

- (a) To the extent permitted by law and without limiting the powers of the company, the company must indemnify each person who is, or has been, a director or secretary of the company against any liability which results directly or indirectly from facts or circumstances relating to the person serving or having served in that capacity in relation to the company:
 - (i) incurred at any time whether before or after the time this Article comes into effect to any person (other than the company or a related body corporate), whether or not arising from a prior contingent liability, which does not arise out of conduct involving a lack of good faith; and
 - (ii) for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted, or in connection with any application in relation to such proceedings in which the court grants relief to the person under the Law.
- (b) The company need not indemnify a person as provided for in paragraph (a) in respect of a liability to the extent that the person is entitled to an indemnity in respect of that liability under a contract of insurance.
- (c) To the extent permitted by law and without limiting the powers of the company, the board of directors may authorise the company to, and the company may enter into any:
 - (i) documentary indemnity in favour of; or
 - (ii) insurance policy for the benefit of,a person who is, or has been, a director, secretary, auditor, employee or other officer of the company.
- (d) The benefit of each indemnity given in paragraph (a) continues, even after its terms or the terms of this Article are modified or deleted, in respect of a liability arising out of acts or omissions occurring prior to the modification or deletion.

WINDING UP

83. Winding up or Dissolution of the Company

If upon the winding up or dissolution of the company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the Members of the company, but shall only be given or transferred to some other entity or entities having objects similar to the objects of the company and whose constitution prohibits 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 company under Article 9 of this constitution, such entity or entities to be determined by the Members at or before the time of the winding up or dissolution or in default thereof by application to the Supreme Court of NSW for determination.

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This Constitution is adopted by resolution of the Members in General Meeting dated 4th July 2022

Signed by the Chairperson

A handwritten signature in black ink, appearing to read 'S. Selig', written in a cursive style.