

A COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

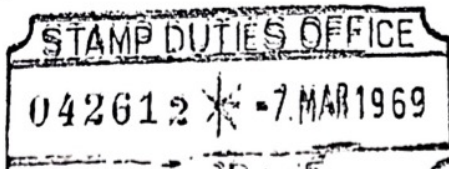
MOGGILL PONY CLUB

PRELIMINARY

1. In these Articles unless there is something in the subject or context inconsistent therewith "the Act" means the Companies Act 1961 to 1964 and any statutory modification thereof. "The office" means the registered office for the time being of the Company. "The Register" means the register of members to be kept pursuant to the Companies Act. "Month" means calendar month. "In writing" means written, or printed, or typewritten, or partly written or partly printed, or partly typewritten. Words importing the singular number only include the plural and vice versa. Words importing persons include corporations. "The Club" means the Company of which these are the Articles of Association.

MEMBERSHIP

2. The Club for the purpose of registration is declared to consist of *seventy-five* members. The Committee may, whenever the business of the Club requires it, register an increase of members.
3. (a) Every candidate for membership of the Club unless a subscriber to the Memorandum of Association shall be proposed by one and seconded by another member.
- (b) Every nomination for membership shall be lodged with the Secretary.
- (c) Particulars of the nomination for membership shall be posted by the Secretary on the notice board in a conspicuous place in the Club premises and shall remain posted for at least fourteen days and when that period has expired and not until then the nomination shall be submitted by the Secretary to the Committee.
- (d) The application for membership of every such candidate shall be made in writing by the candidate and by his or her proposer and seconder and shall be in such form as the Committee may from time to time prescribe.



4. The election of members shall be by the Committee who shall examine all nominations for membership. The Committee may reject any application for membership without assigning any reason for such rejection.

5. On the election of a member the secretary shall give such member notice of his election personally or by forwarding or posting the same to the address given on his nomination for membership and shall issue with such notice an account for entrance fees and annual subscriptions specifying the due date of payment.

6. Every person elected to membership and informed of his election as directed by the foregoing Article shall be deemed to agree to pay the entrance fee and annual subscription and other fees and charges as prescribed by the Club and by the Committee from time to time in force.

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7. Every person elected to membership shall be required to pay within one month of the date of notice of election the entrance fees and/or annual subscription specified in the account rendered to him with the notice of election and failing such payment the election shall be null and void.

8. Every member shall on becoming a member furnish to the secretary particulars of his address and occupation if those particulars have not already been stated on the nomination for membership and shall notify the secretary in writing of any subsequent change of address. The address so given shall be deemed to be the member's registered address for the purpose of the issue of notices.

COUNTRY MEMBERS

9. Any member who resides beyond a radius of twenty-five miles from Brisbane may be placed on a Country Members List, and shall pay an annual subscription prescribed by the Committee.

LIFE MEMBERS

10. The Committee may in consideration of special services rendered to the Club nominate a member as a member for Life and his subscription shall be such as the Committee shall prescribe.

HONORARY MEMBERS

11. The Committee may nominate the following persons as Honorary Members of the Club:-

- (a) The Patron of the Club
- (b) Members of affiliated clubs, interstate or overseas visitors, prominent citizens.

Honorary Members shall not pay subscriptions or entrance fees or be entitled to vote at any meeting.

ENTRANCE FEES AND ANNUAL SUBSCRIPTIONS

12. The entrance fees annual subscriptions and other charges payable by any class of members the time and manner of payment thereof and all other matters pertaining thereto not by these Articles specially provided for shall be such as shall from time to time be prescribed by the Committee provided that the

entrance fee shall not be less than One Dollar and the annual subscription shall not be less than Four Dollars payable by the members annually in advance.

13. If any fee or subscription or charge or any instalment thereof shall remain unpaid for a period of two months after it becomes due the member concerned shall be notified by the secretary in writing of the default and if the sum due still remains unpaid for a further period of one month after the date of issue of the default notice the Committee shall unless it considers that there is sufficient reason for delay in payment by resolution debar such member from all privileges of membership and his name may at any time thereafter be removed by resolution of the Committee from the Register. The provisions of Article 15 shall not apply to any such resolution.

CESSEATION OF MEMBERSHIP

14. A member at any time by giving notice in writing to the secretary may resign his membership of the Club but shall continue liable for any monies payable pursuant to these Articles at the date of his resignation or pursuant to the Memorandum of Association.

15.(1) If any member shall refuse or neglect to comply with the provisions of the Memorandum and Articles of Association or if any member shall in the opinion of the Committee be guilty of any conduct deemed by the Committee to be unbecoming of a member or prejudicial to the interest of the Club such member may be expelled by resolution of the Committee and such resolution need not state the grounds facts or opinions on which it is based provided:-

- (a) That at least seven days before the meeting at which such resolution is passed the member concerned shall have been notified either orally or in writing of the intended resolution and requested to be present at the meeting and that he shall at such meeting and before such resolution is passed have had an opportunity of giving orally or in writing any explanation of defence he may think fit.
- (b) That seven days' written notice of the meeting to consider the case of a member under this Article shall be given to the members of the Committee and that the notice convening the meeting shall state that the case of the particular member or members and the question of his or their membership are to be considered.

(ii) Any member who is expelled by the Committee in pursuance of Article 15(1) shall have the right to appeal from the decisions of the Committee within seven days of the Committee's decision to a General Meeting of the Club called at that member's request by the Secretary in accordance with these Articles. At that meeting the member concerned shall be given an opportunity of giving orally or in writing any explanation or defence to the reasons of the committee for his expulsion from the Club. The decision of the General Meeting shall be final and binding and effective from the date of making that decision.

16. Every person ceasing to be a member of the Club shall remain liable for any moneys payable under the Memorandum of Association.

REGISTER OF MEMBERS

17. 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 specifying the class of members to which he belongs and setting out the date of the latest payment by each member of his subscription.

GENERAL MEETINGS

18. The statutory meeting of the Club shall be held within a period of not less than one month and not more than three months after the date on which the Club is entitled to commence its activities. Notice of such meeting shall be given fourteen days before the meeting, accompanied by a statutory report certified by two members of the Committee and complying with Section 135 of the Act.

19. The Club shall hold an annual General meeting within eighteen months of its incorporation and thereafter in every calendar year providing that not more than fifteen months shall elapse between the annual General meetings.

20. Other General Meetings - called Extraordinary General Meetings - may be called by the Committee, and shall be called on the requisition of not less than one tenth of all members provided that such requisition complies with Section 137 (2) of the Act.

NOTICE OF GENERAL MEETINGS

21. Except in the case of a meeting for the purpose of passing a special resolution, at least fourteen days' notice shall be served upon those entitled to receive same specifying (a) the date, place and hour of the meeting (b) in the case of special business the general nature of such business.

22. A General Meeting may only pass a resolution in respect of special business if the notice specifies same. Special business shall include all business to be transacted at (a) an annual general meeting other than consideration of accounts, balance sheets, Reports of the Committee and Auditors, election of the Officers and other members of the Committee, appointment and remuneration of the Auditors; and (b) an Extraordinary General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

23. A General meeting may not transact any business unless a quorum of one quarter of the financial members are present - either as a member or as proxy for a member.

24. In the absence of such quorum a meeting convened upon the requisition of members shall lapse half an hour after the appointed time; in any other case the meeting shall be adjourned to a time and place determined by the Committee.

CHAIRMAN

25. The President shall preside at a general meeting unless the persons present shall deem fit to elect another member to that office. The Chairman shall be entitled to a second or casting vote in the case of equality of votes on a poll or show of hands.

ADJOURNMENT

26. A meeting may resolve to adjourn only to complete business unfinished at such meeting; if a meeting is adjourned for more than thirty days a further notice of

seven days shall be given complying with the requirements of these Articles regarding notice for the original meeting.

VOTING

27. A resolution shall be decided on a show of hands unless a poll is demanded before or on the declaration of the result thereof. A declaration by the Chairman and an entry in the Minute Book of the Club shall be conclusive evidence of the result of the vote upon any resolution on the show of hands. A proxy shall be entitled to vote on a show of hands or on a poll.

POLL

28. A poll may be taken forthwith on the request of two or more persons present if it concerns (a) the election of a Chairman or (b) adjournment of the meeting in which case it shall be taken forthwith. Except on the subject of matters (a) and (b) aforesaid a poll shall be taken as and when the Chairman directs in lieu of a show of hands if demanded (a) by the Chairman or (b) by at least three persons having the right to vote at the meeting or (c) by one-tenth of the members of the Club.

VOTES OF MEMBERS

29. Every member shall have one vote except in the case of family membership where the votes shall be limited to two votes for any members of such family on a show of hands or on a poll.

PROXIES

30. A member may appoint another person (whether a member or not) as his proxy to attend and vote in his stead at a meeting and such proxy shall have the same rights as the member he represented including the right to vote on a show of hands and on a poll and to demand a poll.

31. A member may appoint a proxy by instrument in writing under the hand of the appointer or of his attorney so authorised.

COMMITTEE

32. The management of the Club shall be vested in the Committee consisting of a President, two Vice-Presidents, the Honorary Secretary, the Honorary Treasurer, the Senior Instructor and twelve (12) other members, who shall be elected by ballot by members at the Annual General Meeting.

33. 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 Companies Act of 1961 to 1964.

34. At every Annual General Meeting the Officers and other members of the Committee shall retire from office.

35. All nominations of Officers and other Members of the Committee shall be sent in writing to the Secretary at least fourteen days before the Annual General Meeting. The Secretary shall give at least seven days' notice to each member of the Club of all nominations.

36. Any meeting of members may by Ordinary Resolution remove any member of the Committee before expiration of the period of his office and appoint another qualified person in his stead.

37. The Committee may continue to act notwithstanding any vacancy in its body.

38. Any casual vacancy occurring in the Committee other than that of President or Vice-Presidents shall be filled by The Committee from Senior and Associate Members.

39. 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 (3) calendar months 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 123 of the Act.

40. 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 this 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 becoming 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.

41. 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 Director of a Company shall declare the same in accordance with section 123 of the Act.

42. 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.

43. A member of the Committee shall not vote in respect of any Contract or arrangement in which he is so interested.

PROCEEDINGS OF THE COMMITTEE

44. The Committee may meet together for the despatch of business adjourn and otherwise regulate its meetings as it thinks fit, and a quorum necessary for such a meeting of business shall be fifty per cent of the members of the Committee.

45. At all meetings of the Committee, the President, or in his absence one of the Vice-Presidents, shall be Chairman. In the event of both President and Vice-Presidents being absent from any meeting, the Committee may elect one of its number to be Chairman.

46. 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.

47. 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.

48. 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.

49. 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 a Sub-Committee.

50. 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.

POWERS OF THE COMMITTEE

51. 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 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.

52. Without prejudice to the general powers conferred by the last preceding clause, and of the other powers conferred by these Articles, it is hereby expressly declared that the Committee shall have the following powers, that is to say:-

- (a) To determine who shall be entitled to sign bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents on behalf of the Club.
- (b) To accept from any member on such terms and conditions as shall be agreed a surrender of his rights and privileges in the Club.
- (c) 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 and allow time for payment or satisfaction or any debts due and of any claims or demands by or against the Club.
- (d) To set aside out of the profits of the Club such sums as it thinks proper as a reserve fund to .

meet contingencies or for repairing, improving, and maintaining any of the property of the Club, and for such other purposes as the Committee shall in its absolute discretion think conducive to the interests of the Club, and to invest the several sums to set aside upon such investments as it may think fit, and from time to time to deal with and vary such investments and to dispose of all or any part thereof at its discretion for the benefit of the Club, and to divide the reserve funds into such funds as it may think fit.

- (c) From time to time by instrument under Seal to make by-laws in relation to the Club, and at any time in like manner to annul or vary any by-laws so made, and all by-laws so made and for the time being in force shall be binding on the members of the Club, and shall have the full effect accordingly;

and it is expressly declared that without restricting the generality of the foregoing words, the following shall inter alia be deemed to be by-laws in relation to the Club within the meaning of this clause, that is to say, by-laws:-

- (1) As to the mode of election of members and honorary members of the Club.
- (2) As to the cases in which persons shall be entitled to life membership of the Club.
- (3) As to the entrance fees (if any) payable in respect of membership of the Club.
- (4) As to the annual subscriptions or payments to be payable by members and honorary members of the Club.
- (5) As to the rights and privileges which shall be accorded to honorary members and visitors.
- (6) As to the rights and privileges which shall be accorded to the members of the Club.
- (7) As to the use of the Club by members.
- (8) As to arrangements with any other Clubs or Associations for reciprocal concessions or otherwise.
- (9) As to suspension of membership.
- (10) As to the establishment and maintenance of equipment for the members of the Club.

THE SEAL

53. The Committee shall provide for the safe custody of the Common Seal, and 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 the Chairman and the Treasurer and countersigned by the Secretary or some other person appointed by the Committee.

ACCOUNTS

54. The Committee shall cause to be kept proper books of account pursuant to Section 161 of the Act showing the financial transactions of the Club, which books shall be kept at the Registered Office or elsewhere as the Committee shall think fit; such books shall not be available for the inspection

of members except as authorized by statute or the Committee or a general meeting.

55. The Committee shall in accordance with Section 162 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.

AUDIT

56. Only such Auditors shall be appointed who qualify as such according to Section 9 of the Act and their duties shall be regulated in accordance with sections 165, 166 and 167 of the Act.

57. 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 registered in accordance with the provisions of the Act and these Articles.

58. The Auditors shall make a report to the members on 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.

NOTICES

59. Notice of every 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;
- (b) the Auditor of the Club.

60. Notice may be given by the Club to a member either (a) personally or (b) by posting it to his registered address pre-paid 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.

MISCELLANEOUS

61. 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.

62. No visitor shall be supplied with liquor on the Club's premises unless on the invitation and in the company of a member.

63. No liquor shall be sold or supplied to any person under twenty-one years of age and no such person shall have or consume any liquor upon the Club premises.

64. Every member of the Committee, Auditor, Secretary and other officer for the time being of the Club shall be indemnified out of the assets of the Club against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment 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.

WE, the several persons whose signatures appear hereunder being subscribers to the Memorandum of Association hereby agree to the foregoing Articles of Association.

No.	Signatures of Subscribers
1	<i>M. J. ...</i>
2	<i>A. J. ...</i>
3	<i>H. ...</i>
4	<i>A. Clarkson</i>
5	<i>H. J. ...</i>

DATED this *fifth* day of *December* 1968.

WITNESS to all the above signatures:

John Campbell Walker
Business Head
Kenmore Brisbane Solicitor

REGISTERED in the Office of the Registrar of Companies

at Brisbane this _____ day of _____ 1968
and numbered _____