

CORPORATIONS LAW
A COMPANY LIMITED BY GUARANTEE
MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
SNOWSPORTS ACT LIMITED



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MEMORANDUM OF ASSOCIATION
OF
SNOWSPORTS ACT LIMITED

1. NAME

The name of the company is SnowSports ACT Limited ("**Company**")

2. LIABILITY

The liability of the members is limited.

3. OBJECTS

3.1 The objects of the Company are to:

- (a) Function as the governing body for snowsports in the Capital Region and to represent the interests, views, needs and aspirations of snowsports participants and the snowsports community;
- (b) Co-ordinate, develop, control and promote all disciplines of snowsports in the Capital Region including alpine, cross-country, freestyle, snowboarding and all activities of snowsports including recreation, junior development, competition and racing, elite development and such other forms as may be determined;
- (c) Provide for increased opportunity and encouragement of the increased participation in all forms of snowsports by members of the community.
- (d) Promote the effective and realistic protection of the snowsports environment and liaise with the relevant government and other authorities;
- (e) Develop local policies and provide input to national policies and plans in relation to snowsports and the interactions with the environment, which are accepted by government and the community.
- (f) Encourage and achieve a significant membership base of individuals, clubs and commercial organisations.
- (g) Assist in the development and provision of facilities for all forms of snowsports;
- (h) Promote and organise regional, state and national snowsports competitions at the junior and senior levels and all snowsports competitions held in snow sports venues;
- (i) Support other associations and groups whose membership and interests complement the interests and membership of the Company;
- (j) Achieve and develop the capacity for further growth of snowsports in the Capital Region in intrastate level competition and the manner of financing such representation;
- (k) Arrange, control, regulate and authorise the representation of Capital Region athletes in interstate snowsports competitions, and the manner of financing such representation.
- (l) Affiliate and/or maintain affiliation with Ski and Snowboard Australia, the ACT Olympic Committee and other appropriate bodies and to represent the interests of SnowSports ACT on those bodies;
- (m) Encourage, support and promote the furtherance of safety and safety standards in snowsports;

- (n) Encourage, facilitate and assist, where appropriate, in matters concerning Snowsports instruction and coaching, the development of officials and the management of volunteers
- (o) Adopt and carry out programs and activities aimed at the elimination of drugs in snowsports;
- (p) Develop and carry out programs and activities aimed at the achievement of gender equity in snowsports;
- (q) Promote good fellowship among people interested in the sport of snowsports.

4. POWERS

4.1 The Company has the power to do all things incidental or conducive to the attainment of the objects of the Company, and, in particular, power:

- (a) To be the competent Territory authority on snowsports in the Capital Region which represents the interests of snowsports participants and to obtain the recognition of such role by Ski and Snowboard Australia, the ACT Government and the Government of the Commonwealth of Australia;
- (b) To liaise with government, industry and community bodies in all matters relating to the interests of snowsports and snowsports participants
- (c) To provide and market membership packages to attract new members and retain existing members and to provide quality services to benefit the needs and interests of members;
- (d) To promote and facilitate the establishment of an ACT & Capital Region schools programme aimed at introducing young people to snowsports and encouraging their participation;
- (e) To co-ordinate with government, industry and community bodies in promoting the expansion and improvement of snowsports facilities in the Capital Region ;
- (f) To establish and maintain a uniform approach throughout ACT and NSW to the rules and administration of snowsports, including rules for the selection of State (NSW/ACT) teams;
- (g) To control administer and promote territory/state, intrastate and national snowsports competitions and championships in NSW ski resorts and to delegate the organisation of such competitions and championships to any of its members;
- (h) To hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinctions for competitions Provided That no member of the Company will receive any prize, award or distinction of monetary value except as a successful competitor at any competition held or promoted by the Company or as a grant awarded for the purposes of training or participation in competition, as approved by the Board;
- (i) To keep such records as are necessary, including details of registration of all registered snowsports participants in the Capital Region;
- (j) To provide for representation of SnowSports ACT at national championships, and any other championships or competition which the Company determines;
- (k) To provide for representation of the Capital Region at interstate meetings;
- (l) To liaise and co-operate with other associations and groups whose interests are complementary to those of the Company;
- (m) To liaise on all matters with Ski and Snowboard Australia and other major national sporting bodies in Australia;
- (n) To implement programs and activities aimed at the elimination of drugs in snowsports;

- (o) To establish and implement programs and activities aimed at the achievement of gender equity in snowsports;
- (p) To suspend, disqualify, fine or otherwise deal with any member who has committed any breach of the requirements of the Articles of Association of the Company or of the by-laws or rules made by the Company, or who practices counsels or sanctions any conduct which is, in the opinion of the Company unfair, unbecoming or contrary to the interests of snowsports.

4.2 In addition to the powers contained in clause 4.1 and for the sole purpose of carrying out the objects of the Company, the Company has the following additional powers:

- (a) To subscribe to, become a member of and co-operate with or amalgamate with any other association or organisation whether incorporated or not, whose objects are similar to those of the Company **Provided That** the association or organisation in question prohibits the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of Clause 5 or this Memorandum of Association.
- (b) To buy, sell and deal in all kinds of goods and services required by the members of the Company or persons frequenting the Company's premises;
- (c) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, building, easement or property, real and personal, and any rights or privileges which may be required for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company **Provided That** if the Company holds any property subject to any trusts, the Company will only deal with the property in the manner allowed by law having regard to those trusts;
- (d) To enter into any arrangements with the ACT Government or any authority, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (e) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workers and other persons as may be necessary or convenient for the purpose of the Company;
- (f) To establish and support or aid in the establishment and support of superannuation or insurance schemes calculated to benefit employees or past employees of the Company or their dependants and to grant pensions and allowances and to make payments towards insurance;
- (g) To subscribe, donate or guarantee money for charitable or benevolent objects, or for any public, general or useful object;
- (h) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which the Company considers will directly or indirectly advance the Company's interests, and to contribute to, subsidise, or otherwise assist and take part in such construction, improvement, maintenance, development, working, management, carrying out, alteration or control;
- (i) To invest and deal with money of the Company not immediately required in such manner as the Board thinks fit;
- (j) To borrow or raise or secure the payment of money in such manner as the Company 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 Company in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), and to purchase, redeem, or pay off such securities;
- (k) To make, draw, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (l) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all, or any part of the property and rights of the Company;

- (m) 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 Company's property of whatsoever kind sold by the Company or any money due to the Company from purchasers and others;
- (n) To take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Company but subject always to the proviso in paragraph (c) of this Clause 4.2:
- (o) To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be considered expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations, annual subscriptions or otherwise;
- (p) To print and publish any newspapers, periodicals, and books or leaflets that the Company may think desirable for the promotion of its objects.
- (q) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;
- (r) To transfer all or any part of the property, assets, liabilities and engagements of the company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate; and
- (s) To transact any lawful business in aid of the Australian Capital Territory **Provided That** the Company will not support, with its funds, any activity or endeavour to impose on or procure to be observed by its members or others any regulations or restrictions which, if an object of the Company, would make it a trade union within the meaning of the Trades Union Act 1958.

4.3 The powers expressed in Section 161 (1) of the Corporations Law do not apply to the Company unless and to the extent that they are included in this Clause 4.

- 5. The income and property of the Company will be applied solely towards the promotion of the Objects of the Company contained in this Memorandum of Association, and no amount will be paid or transferred, directly or indirectly by way of dividend bonus or otherwise, to the members of the Company **Provided That** nothing in this clause will prevent the use of funds as described and limited in the Powers of the company, the payment in good faith of remuneration of any officers or servants of the Company or to any member of the Company in return for any services actually rendered to the Company or goods supplied in the ordinary and usual way of business, nor prevent the payment of interest at a rate not exceeding the rate for the time being fixed for the purpose of this paragraph by the Articles of Association on money borrowed from any members of the Company or reasonable and proper rent for premises demised or let by any member to the Company.
- 6. Every member of the Company undertakes to contribute to the property of the Company in the event of the Company being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company (contracted before he ceases to be a member) and of the costs, charges, expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding \$20.
- 7. Upon the winding-up or dissolution of the Company, after satisfaction of all its debts and liabilities, any property remaining will not be paid to nor distributed among the members of the Company but will be given or transferred to some other institution or company having objects similar to the objects of the Company and whose memorandum of association or constitution prohibits the distribution of income and property among members to an extent at least as great as is imposed on the Company under Clause 5 of this Memorandum of Association. Such institution or institutions will be determined by the members of the Company at or before the time of the dissolution or in default of determination by the members, by application to the Supreme Court.

8. True accounts will be kept in accordance with recognised Australian accounting standards of the sums of money received and expended by the Company and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Company. Subject to reasonable restrictions as to the time and manner of inspection the accounts of the Company will be open to the inspection of the members. Once at least in every year, the accounts of the Company will be examined by one or more properly qualified Auditor or Auditors who will report to the members in accordance with the provisions of the Corporations Law.

9. The full names, addresses and occupations of the subscribers hereto are:

NAME AND ADDRESS	OCCUPATION
NOEL BEYNON 14 Ordell St Chapman ACT	Agricuiltural Economist
PAUL BOMBARDIER 1 Sirius Place Red Hill ACT	Landscape Architect
TONY GREVILLE 6 Hammersley Pl Fisher ACT	Health Economist
DAVID HOAD 6 Maiden St Yarralumla ACT	Public Servant
TONY MAURAGIS 28 Moodie St Farrer ACT	Teacher
GISELA THAURER 22 Hutchinson Cres Kambah ACT	Association Executive

10. WE, the subscribers, are desirous of being formed into a company in pursuance of this Memorandum of Association.

SIGNATURE OF
SUBSCRIBER

SIGNATURE OF
WITNESS

ADDRESS OF WITNESS

DATED this 15th day of February 1993

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1 INTERPRETATION

1.1 In these Articles of Association:

"Board" or "Board of Directors" means the directors of the Company elected or appointed pursuant to these Articles of Association.

"Chief Executive" means the person appointed Chief Executive pursuant to Article 13.1.

"Company" means SnowSports ACT Limited.

"Sub-Committee" means a committee of the Company established pursuant to Article 15 to manage specific areas of snowsports.

"Discipline" or "Disciplines" means one or more of the specific areas of snowsports such as Alpine, Cross-Country, Freestyle and Snow Boarding.

"Member Clubs Committee" means a committee of the Company established pursuant to Article 14 to represent and report on specific member club issues."

"Law" means the Corporations Law as defined in Section 13 of the Corporations Act 1989.

"Chairman" means the Chairperson of the Company elected pursuant to Article 10.5(d) and 10.8.

"Vice-Chairman" means the Vice-Chairperson of the Company elected pursuant to Article 12.8.

"Seal" means the common seal of the Company.

"Secretary" means any person appointed to perform the duties of a secretary of the Company pursuant to Article 12.18 and includes an Honorary Secretary.

"Post" means the distribution of material to members by practical and readily available means including fax and electronic means.

"Address" means postal or electronic addresses provided to the company by the member.

"Services Agreement" means any agreement or contract made between Ski and Snowboard Australia and the Company from time to time for the purpose of defining any services to snowsports provided by each organisation and the basis of Joint SSA Individual membership.

"Snowsports" means all forms of snowsports (including alpine, cross-country, freestyle and snow boarding).

1.2 Expressions referring to writing will, 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.

1.3 Words or expressions contained in these Articles will be interpreted in accordance with the provisions of the Law.

2. PURPOSE

2.1 The Company is established for the purposes set out in the Memorandum of Association.

3. HEADQUARTERS

3.1 The headquarters of the Company will be in such a place as the Board may determine from time to time.

4. MEMBERSHIP

4.1 The subscribers to the Memorandum of Association and such other persons as the Board admits to membership in accordance with these Articles of Association will be members of the Company.

4.2 The membership of the Company may consist of:

- (a) Joint SSA/ SnowSports ACT members;
- (b) Direct Individual members;
- (c) Family members;
- (d) Interschool members
- (e) Student Members;
- (f) Corporate members;
 - (i) Snowsports clubs
 - (ii) Commercial organisations;
- (g) Associate/Affiliate members;
- (h) Life members;
- (i) Honorary members; and
- (j) Patron.

And other membership categories as may be determined by the Board

4.3 The acceptance of membership of the Company by a member binds the member to abide by the Memorandum and Articles of Association of the Company and to accept and enforce all decisions of the Company made pursuant to the Memorandum and Articles of Association.

4.4 **Joint SSA/ SnowSports ACT Members**

Joint SSA/SnowSports ACT membership is open to any person/s who will be admitted to membership by the Board who has joined the national body, Ski and Snowboard Australia (known as "SSA"), and for whom the Company has received membership details and payment from SSA under terms of the Services Agreement between SSA and the Company. Note: Joint SSA/SnowSports ACT, including all categories of membership created by SSA in the future, will have the same entitlements and obligations as the closest equivalent membership category as defined by the Board

4.5 **Direct Individual Members**

Direct Individual membership is open to any person who will be admitted to membership by the Board upon payment of the membership fee determined by the Board in accordance with Article 6 and who joins the Company directly.

4.6 **Family Members**

Family membership is open to any group of persons being members of the one family (where family means parents, carers or partners and their respective children under 21 years and/or in fulltime education residing at the same address) who will be admitted to membership by the Board upon payment of the membership fee determined by the Board in accordance with Article 6. Members of the family may appoint one of their number as their representative.

4.7 **Interschools Members**

Interschools membership is open to any person participating in Interschools Competition during the year for which membership is being applied and who will be admitted to membership by the Board upon payment of the membership fees determined by the Board in accordance with Article 6.

4.8 **Student Members**

Student membership is open to any person in full time education who will be admitted to membership by the Board upon payment of the membership fee determined by the Board in accordance with Article 6.

4.9 **Corporate Members**

Corporate membership is open to:

- (a) Any snowsports club (residential or non-residential) of 20 members or more (if incorporated) or a representative of such a club (if unincorporated), recognised by the Company;
- (b) At the discretion of the Board, any snowsports club (residential or non-residential) of less than 20 members (if incorporated) or a representative of such a club (if unincorporated) recognised by the Company; and
- (c) Any commercial organisation (if incorporated), or a representative of such organisation (if unincorporated) associated with snowsports and recognised by the Company, which will be admitted to membership by the Board upon the payment of the membership fee determined by the Board pursuant to Article 6.
- (d) A Corporate member may appoint one of its members as its representative generally, and in particular, to exercise the votes to which the corporate member is entitled under Article 5.2.

4.10 **Associate/Affiliate Members**

- (a) Any organisation (if incorporated), or a representative of such organisation (if unincorporated), associated with snowsports or representing snowsports interests of its members may apply for membership as an Associate/Affiliate member. Such an organisation will, if approved by the Board, become an Associate/Affiliate member upon payment of the membership fee determined by the Board pursuant to Article 6.
- (b) Members of organisations that are financial members of the Company may be classified as affiliate members of the Company on meeting conditions and making payments as determined by the Board.

4.11 **Life Members**

- (a) Persons whose association with the Company extends for a period of at least 10 years and whose service to snowsports and to the Company is worthy of the highest honour are eligible for Life Membership.
- (b) The Board may nominate persons eligible for Life Membership. Nominations must be put to the Company at the annual general meeting of the Company together with a written report outlining the history of services of the nominee and the recommendation of the Board.
- (c) The Company may, at its annual general meeting accept the nomination by the Board of a person as Life Member, and the person will become a Life Member of the Company with effect at the close of that meeting.
- (d) Life Members will be awarded with a badge or an appropriate recognition approved by the Board.
- (e) Life Members are exempt from the payment of membership fees.

4.12 **Honorary Members**

Any person who has provided or who may provide special services or who may deserve special recognition may be admitted by the Board as an honorary member on terms and conditions determined by the Board. Honorary members are exempt from the payment of membership fees.

4.13 **Patron**

A distinguished and eminent person having an interest in snowsports may be appointed by the Company in general meeting as Patron of the Company on terms and conditions determined by the Board. The Patron is exempt from the payment of membership fees.

4.14 **Appointment of a Representative**

A member must notify the Secretary in writing of the details of any person appointed as that member's representative under Articles 4.6, 4.9 or 4.10.

A member is only entitled to one representative at any one time but may, however, replace and change its representative from time to time by written notice of such change being provided to the Secretary.

4.15 The Board may from time to time, subject to Article 5.2(j):

- (a) Establish any new class of members and prescribe the qualifications, rights, restrictions and obligations of members in that class; and
- (b) Vary or abrogate the qualifications, rights, restrictions or obligations of members in any new or existing class.

4.16 The Board may:

- (a) Admit any person to membership in any class of members; and
- (b) Transfer a member, with the member's consent, from membership in one class to membership in another class,

5. ENTITLEMENTS OF MEMBERS

5.1 All members of the Company are entitled to receive notices of general meetings of the Company, and to attend and be heard at those meetings.

5.2 The voting entitlements of members and Joint SSA/SnowSports ACT members of the Company are as follows:

- (a) Individual members (including Joint SSA/SnowSports ACT members) are entitled to 1 vote, provided they have attained their eighteenth birthday at the date of voting.
- (b) Family members are entitled to exercise 1 vote on behalf of all members of the family.
- (c) Interschools members are not entitled to vote.
- (d) Student members are entitled to 1 vote, provided they have attained their eighteenth birthday at the date of voting
- (e) Corporate members are entitled to the following number of votes:
 - (i) In the case of a corporate member being a snowsports club - 5 votes.
 - (ii) In the case of a corporate member being a commercial organisation 2 votes.
- (f) Associate/Affiliate members are not entitled to vote.
- (g) Life members are entitled to 1 vote.
- (h) Honorary members are not entitled to vote; and
- (i) The Patron is not entitled to vote.
- (j) A change of voting rights and voting rights of any new class of membership will be determined in General Meeting by a majority vote.

6. MEMBERSHIP FEES

6.1 Each Direct Individual, Family, Interschools, Student, Corporate and Associate/Affiliate member must pay to the Company annually, the membership fee prescribed by the Board, for that class of membership ("prescribed fee").

6.2 Each Joint SSA /SnowSports ACT member must pay to Ski and Snowboard Australia annually, the membership fee set by Ski and Snowboard Australia from time to time, and for whom the Company receives a payment agreed between Ski and Snowboard Australia and the Company as determined in the Services Agreement between both organisations.

6.3 Unless otherwise determined by the Board, the membership year for all categories of members will run from 1st May until 30th April the following year.

6.4 The prescribed fee for each relevant class of membership (except Joint SSA/SnowSports ACT membership) will be determined annually by the Board of Directors

7. SUSPENSION AND CESSATION OF MEMBERSHIP

- 7.1 Failure by an Direct Individual, Family, Interschools, Student, Corporate or Associate/Affiliate member, to pay all or part of membership fees or other amounts owing to the Company within a period of two calendar months after they become due will entail the automatic suspension of the member in default. Thereafter, the Board may on payment of the moneys in arrears set aside such suspension and restore membership.
- 7.2 A member may at any time, by giving notice in writing to the Secretary, resign membership of the Company but will continue to be liable for any annual subscription and all arrears due and unpaid at the date of resignation and for all other moneys due to the Company by the member and in addition, for any sum not exceeding \$20 for which the member is liable under Clause 6 of the Memorandum of Association of the Company.
- 7.3 If any member wilfully refuses or neglects to comply with the provisions of the Memorandum or Articles of Association of the Company or is guilty of any conduct which in the opinion of the Board, is unbecoming of a member or prejudicial to the interests of the Company, the Board has power (subject to Article 7.4), by resolution, to censure, fine, suspend or expel the member from the Company.
- 7.4 At least one week before the meeting of the Board at which a resolution is proposed pursuant to Article 7.3, the member must have had notice of the meeting and of what is alleged against him and of the intended resolution and must, at the meeting and before the passing of such resolution, have an opportunity of giving, orally or in writing, any explanation he may think fit. Any such member may, by notice in writing lodged with the Secretary at least 24 hours before the time for holding the meeting at which the resolution is to be considered by the Board, elect to have the question dealt with by the Company in general meeting. In that event a general meeting of the Company must be called. If at the general meeting the resolution is passed by a majority of two-thirds of those present and voting (such vote to be taken by ballot), the member concerned will be punished accordingly and in the case of a resolution for his expulsion, the member will be expelled.

8. GENERAL MEETINGS

- 8.1 An annual general meeting of the Company must be held, in accordance with the provisions of the Law.
- 8.2 Any director may, whenever he thinks fit, call for a general meeting to be convened.
- 8.3 A general meeting must be convened by the Board upon a written request to the Secretary signed by no fewer than 20 members. Such request must state the purpose for which the meeting is to be called.
- 8.4 Notwithstanding Articles 8.2 and 8.3, general meetings must also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Section 246 or 247 of the Law.
- 8.5 Subject to the provisions of the Law relating to special resolutions and agreements for shorter notice, 21 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 the meeting and in the case of special business the general nature of that business must be given to such persons as are entitled to receive such notices from the Company.
- 8.6 For the purpose of Article 8.5 all business is special that is transacted at a general meeting and at an annual general meeting with the exception of the consideration of the accounts, balance sheets and the reports of the directors and auditors, the election of office bearers and other directors in the place of those retiring and, if necessary, the appointment of auditors.

9. PROCEEDINGS AT GENERAL MEETINGS

- 9.1 No business will be transacted at any general meeting unless a quorum of members is present. Except as otherwise provided, 10 members present in person will be a quorum. For the purposes of this Article "member" includes a person attending as a proxy or as representing a corporate member who is a member.

- 9.2 If a quorum is not present within half an hour of the time appointed for the meeting:
- (a) Where the meeting was convened upon the requisition of members, the meeting will be dissolved; or
 - (b) In any other case:
 - (i) The meeting stands adjourned to such day, and at such time and place as the Board determines or if no determination is made by the Board, to the same day in the same week to the same time and place; and
 - (ii) If at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting the meeting, will be dissolved.
- 9.3 The Chairman will preside as chairman at every general meeting of the Company. If there is no Chairman or if the Chairman is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, then the Vice-Chairman will preside as chairman. If the Vice-Chairman is not present or is unwilling to act, then the members present will elect one of their number to be chairman of the meeting.
- 9.4 The chairman may, with the consent of any meeting at which a quorum is present, and must, if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business may 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 30 days or more notice of the adjourned meeting must be given as in the case of the original meeting.
- 9.5 On a show of hands and on a poll, each member present in person and each other person present as proxy or representative of a member has the number of votes provided for by Article 5.2.
- 9.6 At any general meeting a resolution put to the vote of the meeting will 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 3 members present in person or by proxy.
- Unless a poll is 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 Company will 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.
- 9.7 If a poll is duly demanded on the election of the chairman or on a question of adjournment it must be taken at once. Any other poll must be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairman directs, and the result of the poll will be the resolution of the meeting at which the poll was demanded.
- 9.8 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 is entitled to a second or casting vote.
- 9.9 A member may vote in person or by proxy or by attorney.
- 9.10 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 their committee or by their trustee or by such person as properly has the management of their estate and any such committee, trustee or other person may vote by proxy or attorney.
- 9.11 No member is entitled to vote at any general meeting if their annual membership subscription is in arrears at the date of the meeting.
- 9.12 The instrument appointing a proxy must be in writing under the hand of the appointer or of his or her attorney duly authorised in writing or if the appointer is a corporation either under seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy is deemed to confer authority to demand or join in demanding a poll. A member is entitled to instruct their proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as they think fit.
- 9.13 The instrument appointing a proxy may be in the following form or in a common or usual form.

SNOWSPORTS ACT LIMITED

I, [] of [] being a member of SnowSports ACT Limited hereby appoint [] of [] or failing that person [] of [] as my proxy to vote for me on my behalf at the *annual general meeting/ *general meeting of the Company to be held on the [] day of [] 20[] and at any adjournment thereof.

My proxy is hereby authorised to vote *in favour of/*against the following resolutions:

Signed this [] day of [] 20[]

NOTE:

In the event of the member desiring to vote for or against any resolution they must instruct their proxy accordingly. Unless otherwise instructed the proxy may vote as they think fit.
*Strike out whichever is not desired.

- 9.14 The instrument appointing the proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority must, in order to be valid, be deposited at the registered office of the Company or at such other place as if specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll.
- 9.15 A vote given in accordance with the terms of an instrument of proxy or attorney will be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation had been received by the Company at the registered office before commencement of the meeting or adjourned meeting at which the instrument is used.

10. APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS

- 10.1 Subject to Articles 10.3 and 10.4, the Board of Directors will comprise not less than 6 and until otherwise determined by the Company in general meeting not more than 9 persons.
- 10.2 The Board may, but not necessarily, nominate appropriate board members as they see fit subject to Articles 10.1 and 10.8.
- 10.3 At the first annual general meeting of the Company:
 - (a) The members of the Company will elect such number of persons to the Board as they determine (provided that the total number of persons on the Board is not less than 6 and not more than 9 .
 - (b) The members of the Company will elect one of the elected directors as Chairman of the Company and that person will hold the office of Chairman for the period of their office as director, but may be eligible for re-election if re-elected as a director in accordance with Articles 10.4 and 10.5
- 10.4 One half of the Board elected pursuant to Article 10.4 (to the nearest whole number) will hold office until the next following annual general meeting at which time they will retire, but be eligible for re-election, or in the case of a Nominated Member,

re-nomination. The remaining members of the Board will hold office until the next following annual general meeting after the annual general meeting first referred to in this Article, at which time they will retire, but be eligible for re-election, or in the case of a Nominated Member, re-nomination. The Board will determine which of its members will retire at the annual general meeting following the annual general meeting at which the Board of Directors is first elected.

- 10.5 With the exception of those members of the Board first retiring pursuant to Article 10.4, members of the Board elected in accordance with Article 10.8 at each annual general meeting of the Company will hold office until the annual general meeting second occurring following their election at time which they will retire but will be eligible for re-election or re-nomination.
- 10.6 Members of the Board in nominated positions will hold their positions until the following annual general meeting at which time they will retire but will be eligible for re-nomination.
- 10.7 Upon the retirement of the Chairman as a director in accordance with Article 10.5 and 10.6, the members of the Company at an annual general meeting will elect one of the directors as Chairman and that person will hold the office of Chairman for the period of their office as director, but may be eligible for re-election if re-elected as a director. A person is not eligible for re-election as Chairman for a third consecutive term unless by resolution passed at a general meeting.
- 10.8 The election of the Directors will take place in the following manner:
- (a) Any two members of the Company may nominate any other person who is a member to serve as a director.
 - (b) The nomination must be in writing, be accompanied by a written curriculum vitae setting out all relevant details, be signed by the member and his proposer and seconder, and be lodged with the Secretary at least 28 days before the annual general meeting at which the election is to take place.
 - (c) A list of the candidates names in alphabetical order with the proposer's and seconder's names, together with supporting details on the candidates in the form approved by the Board will be posted to all members at least 21 days preceding the annual general meeting. A copy of this notice will be posted in the most commonly accessed point of information for members i.e. the company web site.
 - (d) Balloting lists will be prepared (if necessary) containing the names of the candidates only in alphabetical order. Each member present at the annual general meeting is entitled to vote for any number of such candidates not exceeding the number of vacancies.
 - (e) In case there is not a sufficient number of candidates nominated, the Board may nominate further persons to fill up the remaining vacancy or vacancies.
- 10.9 The Company may from time to time by resolution passed by a majority at a general meeting increase or reduce the number of members of the Board.
- 10.10 The Board has power at any time, and from time to time, to appoint any member of the Company as a director, either to fill a casual vacancy on the Board or as an addition to the existing directors, but so that the total number of directors will not at any time exceed the number fixed in accordance with Article 10. 1. Any director so appointed will hold office only until the next annual general meeting.
- 10.11 The Company may, by ordinary resolution of which special notice pursuant to Section 227 of the Law has been given, remove any director before the expiration of their period of office, and may, by an ordinary resolution, appoint another person in their stead. The person so appointed will hold office only until the time when the person who has been removed would have retired had that person not been removed.
- 10.12 The office of a director will become vacant if the director:
- (a) becomes insolvent under administration or makes any arrangement or composition with his creditors generally;
 - (b) becomes prohibited from being a director of a company by reason of any order made under the law;
 - (c) ceases to be a director by operation of Section 228 of the Law;
 - (d) 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.

- (e) resigns office by notice in writing to the Company;
- (f) for more than 6 months is absent without permission of the Board from meetings of the Board held during that period;
- (g) ceases to be a member of the Company; or
- (h) is removed from office by a resolution under Section 227 of the Law.

10.13 Remuneration

- (a) The directors will not be entitled to be paid any remuneration by way of directors' fees or emoluments unless otherwise determined by the Company at an annual general meeting.
- (b) The Board may determine that the directors be paid travelling and other out-of-pocket expenses properly incurred by them in attending and returning from meetings of the directors or any committees of the directors or general meetings of the Company or otherwise in connection with the business of the Company.

11. POWERS AND DUTIES OF THE BOARD

- 11.1 The business of the Company will be managed by the Board who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the law or these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these Articles, the provisions of the Law, and such directions, not being inconsistent with the Articles or the Law, as may be prescribed by the Company in general meeting; **Provided That** any rule, regulation or by-law of the Company issued or made by the Board may be disallowed by the Company in general meeting; and **Provided Further That** no resolution passed by the Company in general meeting will invalidate any prior act of the Board, which would have been valid if that resolution had not been passed.
- 11.2 Without limiting Article 11. 1 the Board may exercise all the powers of the Company to borrow money, to charge any property or business of the Company, to issue debentures or give any other security for a debt, liability or obligation of a company or of any other person and all those powers specified for the Company in Clause 4 of the Memorandum of Association.
- 11.3 The Board may, by power of attorney, appoint any person or persons to be the attorney or attorneys of a company for such purposes, with such powers, authorities and discretion's (being powers authorities and discretion's vested in or exercisable by the Board), for such periods and subject to such conditions as they see fit.
- 11.4 Any such power of attorney may contain such provisions for the protection and convenience for persons dealing with the attorney as the Board thinks fit or may also authorise the attorney to delegate all or any of the powers, authorities and discretion's vested in him.
- 11.5 The Board may delegate any of its powers and duties to such executive officers appointed pursuant to Article 13, as it thinks fit from time to time. The powers and duties delegated to such a person will be upon such terms and conditions as the Board may determine.
- 11.6 The Board may set the rate of interest payable in respect of money lent by members to the Company not exceed the lowest rate paid for the time being by the Commonwealth Bank in respect of term deposits.
- 11.7 All cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company, will be signed, drawn, accepted, endorsed or otherwise executed as the case may be by any 2 directors or in such a manner as the Board determines.
- 11.8 (a) The Board will cause minutes to be made:
- (i) Of all appointments of officers and servants;
 - (ii) Of the names of the directors present at all meetings of the Company and of the Board;
 - (iii) Of all proceedings at all meetings of the Company and of the Board.

(b) Such minutes will be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting.

12. PROCEEDINGS OF THE BOARD OF DIRECTORS

- 12.1 The Board may meet for the dispatch of business and adjourn and otherwise regulate the meetings as best it thinks fit.
- 12.2 A director may at any time, and a Secretary must on requisition of a director, convene a meeting of the Board.
- 12.3 Subject to these Articles questions arising at any meeting of the Board will be decided by a majority of votes and a determination by a majority of the directors present will for all purposes be deemed a determination of the directors. In case of an equality of votes the chairman of the meeting will have a second or casting vote.
- 12.4 The quorum necessary for the transaction of the business of the Board will be a majority of the total number of directors, as provided in Article 10. 1, and any appointed between that time and the day of the meeting in question, but not less than 4 or such greater number as may be fixed by the directors.
- 12.5 In the event of a vacancy or vacancies in the office of a director, the remaining directors may act but, if the number of the remaining directors is not sufficient to constitute a quorum at a meeting of directors, they may act only for the purpose of increasing the number of directors to a number sufficient to constitute such a quorum or of convening a general meeting of the Company.
- 12.6 No director is disqualified by office from contracting with or holding any other office under the Company nor will such contract or any contract entered into by or on behalf of the Company in which any director is in any way interested be avoided, nor will any director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract by reason only of such director holding that office or of the fiduciary relationship thereby established **Provided That** the nature of the interest is disclosed by the director at the meeting of the Board at which the contract is determined on, if the interest then exists and has not been disclosed in accordance with Section 231 of the Law, or, in any other case, at the first meeting of the Board after the acquisition of the interest. A director may vote in respect of any contract or arrangement in which the director is interested and may be counted for the purpose of any resolution regarding the same in the quorum present at the meeting. Further, the director may, notwithstanding the interest and whether or not the director votes, participate in the execution of any instrument by or on behalf of the Company and whether by signing or sealing the same or otherwise.
- 12.7 The Chairman, elected in accordance with Article 10.5 (d) and 10.8, will act as chairman of meetings of the Board.
- 12.8 The Board may also elect one of their numbers as Vice-Chairman and that person will hold office of Vice-Chairman until the directors meeting following the next annual general meeting but may be eligible for re-election for a further period.
- 12.9 The Board may also elect one of their numbers as Finance Director and that person will hold office of Finance Director until the directors meeting following the next annual general meeting but may be eligible for re-election for a further period.
12. 10 Where a meeting is held and a chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, then a Vice-Chairman, if elected, will act as the chairman of the meeting or if not present, or unwilling to act, the directors present will elect one of their number to be chairman of the meeting.
12. 11 The Board may delegate any of its powers and or functions (not being duties imposed on the Board as the directors of the Company by the Law or the general law) to one or more committees consisting of such member or members of the Company as the Board thinks fit. Any committee so formed will conform to any direction that may be given by the Board and will have power to co-opt any member or members of the Company. All members of such committees will have one vote at meetings of the committee. The Chairman is an ex-officio member of all such committees.
- 12.12 The Board may appoint one or more advisory committees consisting of such member or members of the Board and such other member or members of the Company as the Board thinks fit. Such advisory committees will act in an advisory capacity only. They will conform to any direction that may be given by the Board and, subject thereto, will have power to

co-opt any other member or members of the Company. All members of such advisory committees will have one vote at meetings of the committee.

- 12.13 For the purposes of these Articles the contemporaneous linking together by telephone or other means of instantaneous communication of a number of the Directors, being at least a quorum, whether or not any one or more of them is out of Australia, is deemed to constitute a meeting of the Directors and all the provisions of these Articles as to meetings of the Directors apply to such a meeting.
- 12.14 Every committee or advisory committee may meet and adjourn, as it thinks proper. Questions arising at any meeting will be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman will have a second or casting vote.
- 12.15 All acts done by any meeting of the Board, of a committee or by any director will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Board, committee or director, or that the directors or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director or committee member.
- 12.16 A resolution in writing signed by all directors being entitled to receive notice of a meeting of the Board will be as valid and effectual as if it has been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form; each signed by one or more directors. Any such resolution may also be passed by electronic agreement. Any resolutions passed by any of these means will be attached to the minutes of the following meeting of the board.
- 12.17 **Managing Director**
- (a) The Board may appoint the Chief Executive of the Company to the office of Managing Director for such period and on such terms as it thinks fit and subject to the terms of such agreement entered into in a particular case, may revoke any such appointment.
 - (b) A director so appointed will, while holding the office of Managing Director, be subject to retirement by rotation pursuant to Article 10. The appointment will automatically terminate if the person ceases for any cause to be a director or ceases for any cause to be Chief Executive of the Company.
 - (c) A Managing Director will, subject to the terms of any agreement entered into in a particular case, receive such remuneration as the Board determines.
 - (d) The Board may, upon such terms and conditions and with such restrictions as it thinks fit, confer upon a Managing Director any of the powers exercisable by the board.
 - (e) Any powers so conferred may be concurrent with the powers of the Board.
 - (f) The Board may at any time withdraw or vary the powers so conferred upon the Managing Director.

12.18 **Secretary**

The Board will, in accordance with Section 240 of the Law appoint a Secretary of the Company on such terms and upon such conditions, as it thinks fit. Any Secretary so appointed may be removed by the Board. The Secretary will, if not already a member of the Board become an ex-officio a member of the Board, but not a director.

13. **EXECUTIVE OFFICERS**

13.1 **Chief Executive/General Manager/Manager**

(a) The Board may appoint a person to be Chief Executive/General Manager/Manager of the Company who will be responsible to the Board for:

- (i) planning, co-ordination and implementation of the activities and policies of the Company;
- (ii) day to day administration and operation of the secretariat of the Company;
- (iii) supervision and performance of staff as designated by the Board;
- (iv) such other matters as the Board may determine.

(b) The remuneration, terms and conditions of employment and the duties of the Chief Executive/General Manager/Manager will be determined by the Board.

13.2 **Other Executive Appointments**

The Board may appoint such other executive officers as it determines necessary, and vest in those officers such powers and authorities as it sees fit. The appointment will be for a period determined and on terms and conditions set by the Board.

14. **MEMBER CLUB COMMITTEE**

14.1 The Board may establish a committee, to be known as the Member Club Committee, the membership of which will comprise members of snowsports clubs which are members of the Company.

14.2 The members of a Member Club Committee may meet at such times and places as they determine and the meetings will be conducted in accordance with Article 9 or with such by-laws as may be made for the purpose.

14.3 The powers, composition, control, management and administration of the Member Club Committee will be governed by by-laws made for the purpose of governing sub-committees.

15. **SUB-COMMITTEES**

15.1 The Board shall establish one or more committees, to be known as Sub-Committees, the membership of which will comprise financial members of the Company involved in a specific aspect of snowsports.

15.2 The members of a Sub-Committee may meet at such times and places as they determine and the meetings will be conducted in accordance with Article 9 or with such by-laws as may be made for the purpose.

15.3 The powers, composition, control, management and administration of the Sub-Committees will be governed by by-laws made for the purpose.

16. BY-LAWS

- 16.1 The Board has power from time to time to make such by-laws as are in its opinion necessary and desirable for the proper control, administration and management of the Company's affairs, operations, finances, interests, effects and property. The Board may amend and repeal those by-laws from time to time.
- 16.2 Notwithstanding Article 17.1 the Company in general meeting, may amend or repeal any by-law made by the Board.
- 16.3 A by-law will:
- (a) be subject to the Memorandum of Association and these Articles;
 - (b) not be inconsistent with any provision contained in the said Memorandum or Articles of Association; and
 - (c) when in force, be binding on all members and Board members and have the same effect as these Articles.

17. SEAL

- 17.1 The Board will provide for the safe custody of the Seal.
- 17.2 The Seal may only be used by the authority of the Board, or of a committee of the Board authorised by the Board to authorise the use of the seal, and every document to which the seal is affixed must be signed by a director and be countersigned by another director, a Secretary or another person appointed by the Board to countersign that document or a class of documents in which that document is included.

18. ACCOUNTS

The Board will cause proper accounting and other records to be kept in accordance with recognised Australian accounting standards and will distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditor's report thereon as required by the Law, provided, however, that the Board will cause to be made out and laid before each annual general meeting a balance sheet and profit and loss account made up to a date not more than five months before the date of the meeting.

19. INSPECTION OF RECORDS

The Board will determine whether and to what extent, and at what time and place and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of members other than the Board, and a member other than a director that does not have the right to inspect any document of the Company except as provided by law or authorised by the Board or by the Company in a general meeting.

20. AUDIT

A properly qualified auditor or auditors will be appointed and their duties regulated in accordance with Section 327 of the Law.

21. AMENDMENTS TO THE ARTICLES

- 21.1 No amendment be made to these Articles except at a special general meeting and by special resolution supported by at least 75% of those present and entitled to vote.
- 21.2 Notice in writing of proposed amendment to these Articles must be in accordance with Article 8.5.
- 21.3 Proposed amendments must be specific. They must refer to the Article and the paragraph with concern, specifying words to be deleted and the words (if any) to be added and the section must be quoted in full as it would appear if amended.
- 21.4 The Chief Executive or in the Chief Executive's absence the Secretary, will maintain an up-to-date copy of the Memorandum and Articles of Association of the Company in the records of the Company and will distribute pages where necessary to directors when amendments are few but where extensive changes have occurred since the previous annual

general meeting, will submit a reprinted copy of the Memorandum and Articles of Association of the Company to the directors within 21 days of the next annual general meeting.

22. NOTICES

22.1 Any notice required by law or by or under these Articles to be given to any member must be given by sending it electronically and/or by post to that member at their registered address or to the address, if any, supplied by that member for the giving of notices. Where a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

- 22.2
- (a) Notice of every general meeting must be given in accordance with this Article 23 to:
 - (i) every member except those members for whom the Company has no registered address or other address or an address or the giving of notices to them; and
 - (ii) the Auditor or Auditors for the time being of the Company.
 - (b) No other person is entitled to receive notices of general meetings.

23. WINDING UP

The provision of Clause 7 of the Memorandum of Association relating to the winding-up or dissolution of the Company has effect and must be observed as if repeated in these Articles.

24. INDEMNITY

Every director, auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability arising out of the execution of the duties of their office which is incurred by them in defending any proceedings, whether civil or criminal, in which judgement is given in their favour or in which they are acquitted or in connection with any application under the Law in which relief is granted to them by the Court pursuant to Section 242(2) of the Law in respect of any negligence default breach of duty or breach of trust.

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

**SIGNATURE OF
SUBSCRIBER**

**WITNESS TO
SIGNATURE**

**ADDRESS OF
WITNESS**

DATED this 26th day of March 2009