

Rules of Belmore Ski Club Incorporated

(as at 31 May 2006)

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Associations Incorporation Act 1981 (Vic)

Rules of Belmore Ski Club Incorporated (as at 31 May 2006)

1 Name

The name of the incorporated association is Belmore Ski Club Incorporated.

2 Interpretation

2.1 Definitions

In these rules, unless the contrary intention appears:

Act means the *Associations Incorporation Act 1981 (Vic)*.

Annual General Meeting means the annual general meeting of Members convened in accordance with **Rule 13**.

Certificate means a certificate of Membership under **Rule 7** which prior to the adoption of these Rules on 31 May 2006 was called a Debenture.

Club means Belmore Ski Club Incorporated.

Committee means the committee of management of the Club (by whatever name called).

Committee member includes an Officer and an Ordinary Member of the Committee.

Eligible Person means a natural person residing in Australia .

Financial Year means the year ending on 31 December.

General Meeting means a general meeting of Members convened in accordance with these Rules and includes an Annual General Meeting and a Special General Meeting.

Member means a member of the Club and **Membership** means membership of the Club.

Officer means an officer of the Club under **Rule 22.2**.

Ordinary Member of the Committee means a member of the Committee who is not an Officer.

Permitted Transfer means a transfer of a Certificate to a spouse (including a de facto spouse), child (including a step-child and an ex-nuptial child), grandchild, brother, sister or parent of a Member, and **Permitted Transferee** has a corresponding meaning.

President means the president of the Club for the time being appointed in accordance with these Rules.

Public Officer means the public officer of the Club appointed from time to time in accordance with the Act.

Registrar means the Registrar of Incorporated Associations and includes a Deputy Registrar and Assistant Registrar of Incorporated Associations.

Regulations means regulations under the Act.

Rules means the rules of the Club for the time being in force.

Special General Meeting means a Special General Meeting of Members convened in accordance with **Rule 14**.

Statement of Purposes means the statement of purposes of the Club for the time being in force.

Treasurer means the treasurer of the Club for the time being appointed in accordance with these Rules.

2.2 Construction

In these Rules:

- (a) a reference to the Secretary is a reference:
 - (i) where a person holds office under these Rules as secretary of the Club - to that person; and
 - (ii) in any other case, to the Public Officer; and
- (b) words or expressions are interpreted in accordance with the *Interpretation of Legislation Act 1984*, as amended from time to time.

3 Purposes

The Club is formed to promote the sport of snow skiing amongst the Members and to provide accommodation facilities for the Members, for such purpose.

4 Membership

4.1 Number

- (a) At any one time the total number of Members shall not exceed 40.
- (b) Only an Eligible Person who has reached agreement in principle with a Member or with the Committee to subscribe for or take a transfer of a Certificate may apply for Membership of the Club.

4.2 Admission to Membership

An Eligible Person shall not be admitted to Membership unless:

- (a) he or she applies for Membership as provided in **Rule 4.4**;
- (b) his or her admission as a Member is approved by the Committee; and

- (c) he or she pays the relevant entrance fee and annual subscription and subscribes for, or takes a transfer of, at least one Certificate in accordance with these Rules.

4.3 Categories of Membership

- (a) There shall be two categories of Membership, namely Full Membership and Junior Membership.
- (b) An Eligible Person who is 18 years old or older must apply for Full Membership.
- (c) Only an Eligible Person who is less than 18 years old can apply for Junior Membership.

4.4 Application

An application for Membership of the Club must:

- (a) be made in writing in the form set out in **Appendix 1**;
- (b) specify the category of Membership applied for; and
- (c) be lodged with the Secretary.

4.5 Referral of application to Committee

As soon as is practicable after receipt of an application, the Secretary must refer it to the Committee.

4.6 Committee to determine

Upon an application being referred to the Committee, the Committee must determine whether to approve or reject it. The Committee is not bound to provide reasons for the rejection of any application.

4.7 Approval of application

Upon an application being approved by the Committee, the Secretary must, with as little delay as possible, notify the applicant in writing that he or she is approved for Membership of the Club and request payment within the period of 14 days after receipt of the notification of:

- (a) the sum payable under these Rules as the entrance fee and the first year's annual subscription; and
- (b) (except where the applicant is to take a transfer of an existing Certificate) the subscription amount for one Certificate.

4.8 Entry in register

The Secretary must, upon payment of the amounts referred to in **Rule 4.7**, and the completion of (as the case may be) the transfer of, or the subscription for, the Certificate referred to in that Rule within the specified period, enter the applicant's name in the register of Members and, upon the name being so entered, the applicant becomes a Member.

4.9 Rights of Members

Other than as provided in **Rule 8** or elsewhere in these Rules, a right, privilege or obligation of a person by reason of his or her Membership:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates upon the cessation of his or her Membership whether by death or resignation or otherwise.

5 Junior Membership

5.1 Fees Payable

A Junior Member is required to pay the same amount of annual subscriptions payable by a Full Member.

5.2 Transfer to Full Membership

A Junior Member automatically becomes a Full Member on attaining the age of 18 years.

6 Entrance fees and subscriptions

6.1 Entrance fees

The amount and due date for payment of the entrance fees for Full Membership and Junior Membership shall be determined by the Committee from time to time.

6.2 Annual subscriptions

The annual subscription for Members shall be such amount as is determined by the Committee from time to time.

6.3 Unfinancial Members

No Member whose subscription is in arrears may vote at any General Meeting nor book or use any of the Club's accommodation facilities.

6.4 Pro-rata annual subscriptions

Annual subscriptions shall relate to the Financial Year and new Members shall be charged their first year's subscription calculated on a pro rata basis from the date of approval of Membership under **Rule 4.7**.

7 Certificates

7.1 Condition of Membership

- (a) It is a condition of Membership that each Member must beneficially hold one Certificate.
- (b) In the case of a Junior Member, the Certificate must be held by the Club as trustee for the Junior Member who shall be deemed to hold the

Certificate for the purposes of the Rules and who shall have all the rights, privileges and obligations of a Full Member except as set out in **Rule 8.3**. No other trustee holding of a Certificate is allowable under the Rules.

- (c) The provisions of these Rules concerning the issue, holding and transfer of Certificates apply to all Certificate holders.

7.2 Conditions of Certificates

- (a) Certificates may be issued by the Club at any time for such amount as are determined by the Committee but the number of Certificates on issue at any one time shall not exceed 40.
- (b) All Certificates:
 - (i) rank equally ;
 - (ii) have no interest bearing entitlement and subject to **Rules 7.4** and **8.6** are not redeemable;
 - (iii) are transferable in accordance with **Rule 8**; and
 - (iv) may only be held in the name of one Member or by the Club as trustee for a Junior Member.

7.3 No holding of more than one Certificate

- (a) Subject to **Rule 7.3(b)**, a Member may only hold one Certificate.
- (b) A Member may acquire another Certificate if the Member notifies the Club of that fact within seven days of the acquisition and at the same time gives the Club a signed transfer notice in favour of a Permitted Transferee who applies for and is admitted to Membership.

7.4 Defaulting Members

Any Member who ceases to be a Member for any reason (**Defaulting Member**) shall, subject to **Rules 8.10 and 11.3**, thereby forfeit all Membership rights immediately. Upon this forfeiture, the Defaulting Member's Certificate must (subject to **Rule 10.3**) at the sole discretion of the Committee:

- (a) be transferred to such person as the Committee in its sole discretion determines provided that the transferee applies for Membership and the application is first approved by the Committee in accordance with these Rules. For the purposes of giving full effect to this **Rule 7.4(a)**, such person as the Committee appoints is deemed to be the irrevocably appointed attorney of the Defaulting Member with the power to execute, complete and deliver in the name of the Defaulting Member a transfer of the Certificate to the person determined by the Committee, on payment to the Defaulting Member (or his or her estate) of such transfer price as is determined by the Committee in its absolute discretion to be the fair market value of the Certificate; or

- (b) be redeemed by the Club upon payment to the Defaulting Member (or his or her estate) of such amount as is determined by the Committee in its absolute discretion to be the fair market value of the Certificate.

7.5 Cessation of Membership

Upon a Member ceasing to hold a Certificate for any reason, he or she shall (because of that fact) cease to be a Member.

7.6 Lost etc Certificates

Rule 7.5 does not apply where a Member loses a Certificate or it is destroyed in these circumstances, the Member may apply to the Club (in such manner and form as the Committee requires) for a replacement Certificate.

8 Transfer of Certificates

8.1 Members notice

Any Member who desires to transfer a Certificate must give the Club written notice (**transfer notice**) of such desire and the price or price range and terms upon which the Member is prepared to transfer the Certificate.

8.2 Committee is transferor's agent

The giving of a transfer notice shall constitute the Committee the proposed transferor's agent for the transfer of the Certificate in accordance with **Rule 8**.

8.3 Committee's notice

- (a) Upon receipt of the transfer notice the Secretary shall (on behalf of the Committee) notify (**Committee's notice**) all Full Members of the price or price range and the terms (if any) contained in the transfer notice.
- (b) A Full Member shall then have a further 14 days in which to notify the transferor that he or she wishes to enter into negotiations with the transferor (but subject to **Rule 7.3**).

8.4 Purchase by the Club

The Club shall have the same rights as a Full Member under **Rule 8.3**. A Certificate purchased by the Club under these Rules shall be redeemed and cancelled.

8.5 Refusal to transfer

If in any case the transferor refuses or neglects to transfer the Certificate, such person as the Committee appoints shall be deemed to be the irrevocably appointed attorney of the transferor with the full power, on payment of the transfer price, to execute, complete and deliver in the name of the transferor a transfer of the Certificate to the purchaser and the Club may receive and give a good discharge for the transfer price on behalf of the transferor.

8.6 No agreement

If within 30 days of the Committee's notice no Member has agreed to take a transfer of the Certificate from the transferor:

- (a) then the Committee is entitled within a further 14 days to determine that the Certificate shall be redeemed by the Club and in such circumstances the Club may redeem the Certificate upon compliance with the terms and payment of the transfer price offered by the transferor to the Members; but
- (b) if the Committee has not within the further 14 day period determined to redeem the Certificate as aforesaid, then the transferor shall be at liberty to transfer the Certificate to any Eligible Person chosen by the transferor provided that the chosen transferee applies for Full Membership of the Club and the application is then approved by the Committee in accordance with these Rules.

8.7 No favourable price

Notwithstanding anything contained in **Rule 8**, the transferor must not offer the Certificate to any person at a price or price range and on terms more favourable to such person than those offered by the transferor in the transfer notice.

8.8 Permitted Transfers

The restrictions on transfer contained in this **Rule 8** shall not apply to any Permitted Transfer provided that the Permitted Transferee has applied for and been admitted to Membership in accordance with these Rules.

8.9 Cancelled Certificates

A Certificate redeemed by the Club under **Rule 8.6(a)** shall be cancelled.

8.10 Transmission on death

If a Member dies, then unless **Rule 10.3** applies or the Member otherwise leaves his or her Certificate to a Permitted Transferee who is not already a Member, the provisions of **Rules 8.1 to 8.6 inclusive** shall (the necessary changes being made) apply and such person as the Committee appoints shall be deemed to be the irrevocably appointed attorney of the legal personal representatives of the estate of the deceased Member.

9 Register

The Secretary must keep and maintain a register of Members and Certificate holders in which shall be entered the full name, address, date of entry of the name of each Member and the Certificate number and the register shall be available for inspection by Members at the address of the Public Officer.

10 Resignation of Membership

10.1 Notice of resignation

A Member may resign from the Club by first giving one month's notice in writing to the Secretary of his or her intention to resign and upon the expiration of that period of notice, the Member shall cease to be a Member of the Club but the Member shall continue to be liable for all moneys due and payable by him or her (including, until the date of transfer of the Certificate held by such Member, any payments due and payable in respect thereof) at the expiration of the notice.

10.2 Entry in register

Upon the expiration of a notice given under **Rule 10.1**, the Secretary shall mark in the register of Members an entry recording the date on which the Member by whom the notice was given, ceased to be a Member of the Club.

10.3 Priority nominations

- (a) Notwithstanding any other provision of these Rules, but subject to **Rule 10.3(b)**, a Member shall be entitled to nominate in accordance with **Rule 4.4** (whether or not the application form is lodged with the Secretary of the Club before or after the death of the Member) any Eligible Person who is a Permitted Transferee to be a Member in his or her stead and upon the resignation or death of the Member, such nomination shall proceed in accordance with the provisions of **Rule 4** with priority over any other application then pending.
- (b) **Rule 10.3(a)** shall not apply if the Permitted Transferee is not living at the date of death of the Member.
- (c) If **Rule 10.3(a)** applies, the Certificate of the deceased Member may be transferred to the Permitted Transferee at nil value.

11 Disciplining Members

11.1 Disciplinary measures

Subject to these Rules the Committee may by resolution:

- (a) expel a Member from the Club;
- (b) suspend a Member from the Club for a specified period; or
- (c) fine the Member in accordance with the Regulations,

if the Committee is of the opinion that the Member:

- (d) has refused or neglected to comply with these Rules; or
- (e) has been guilty of conduct unbecoming a Member or prejudicial to the interests of the Club and for the purposes of these Rules, conduct prejudicial to the interests of the Club shall be deemed to include a failure by a Member to pay a sum of money due by the Member by the due date for payment and within 30 days of receipt by him or her of a

notice in writing from the Secretary or Treasurer stating that such sum is due and payable.

11.2 Committee resolution

A resolution of the Committee under **Rule 11.1** shall not take effect:

- (a) until 28 days after the Committee resolution is passed if the Member who is the subject of the resolution does not give the Committee written notice within seven days of the service of the notice under **Rule 11.3** on the Member that he or she wants the matter considered at a General Meeting; and
- (b) in any other case, unless the Club at a general meeting held within 28 days after the resolution is passed confirms the resolution in accordance with **Rule 11.5**.

11.3 Service of notice of resolution

Where the Committee passes a resolution under **Rule 11.1**, the Secretary will as soon as practicable, cause to be served on the Member who is the subject of the resolution a notice in writing:

- (a) setting out the resolution of the Committee and the grounds on which the resolution is based;
- (b) stating that if the Member wants the matter considered at a General Meeting, the Member must give the Committee written notice to that effect within seven days of the service of this notice on the Member;
- (c) stating that if the Member so notifies the Committee that he or she wants the matter to be considered at a General Meeting:
 - (i) the Member may address the Club at a General Meeting to be held within 28 days after the resolution is passed;
 - (ii) stating the proposed date, time and place of that General Meeting;
 - (iii) informing the Member that he or she may do one or both of the following:
 - (A) attend that General Meeting; and
 - (B) give to the Committee before the date of that General Meeting a written statement seeking the revocation of the resolution,

and unless **Rule 11.2(a)** applies, the Secretary shall convene the General Meeting.

11.4 Conduct of General Meeting

At the General Meeting of the Club convened under **Rule 11.3**:

- (a) no business other than the question of the expulsion or suspension or fine shall be transacted;

- (b) the Committee must place before the meeting details of the grounds for the passing of the resolution and any written statement seeking the revocation of the resolution given to the Committee by the Member;
- (c) the Member or his or her representative must be given an opportunity to be heard; and
- (d) the Members present shall vote by secret ballot on the question whether the resolution shall be confirmed or revoked.

11.5 Determination of General Meeting

If at the General Meeting:

- (a) two-thirds of the Members who vote in person or by proxy vote in favour of the confirmation of the resolution, the resolution is confirmed; and
- (b) in any other case, the resolution is revoked.

12 Disputes and mediation

12.1 Disputes to which grievance procedures apply

The grievance procedure set out in this Rule applies to disputes under these Rules between:

- (a) a Member and another Member; or
- (b) a Member and the Club.

12.2 Dispute resolution process

The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties. If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within ten days, hold a meeting in the presence of a mediator.

12.3 Appointment of mediator

The mediator must be:

- (a) a person chosen by agreement between the parties; or
- (b) in the absence of agreement:
 - (i) in the case of a dispute between a Member and another Member, a person appointed by the Committee; or
 - (ii) in the case of a dispute between a Member and the Club, a person who is a mediator appointed or employed by the Dispute Settlement Centre of Victoria (Department of Justice).

12.4 Eligibility of mediator to mediate

The mediator may be a Member of the Club but cannot be a Member who is a party to the dispute.

12.5 Good faith negotiation

The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

12.6 Mediation

The mediator, in conducting the mediation, must:

- (a) give the parties to the mediation process every opportunity to be heard; and
- (b) allow due consideration by all parties of any written statement submitted by any party; and
- (c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.

12.7 Mediation not arbitration

The mediator must not determine the dispute.

12.8 Failure of mediation

If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

13 Annual General Meetings

13.1 Each calendar year

The Club must in each calendar year convene an Annual General Meeting.

13.2 Time and place

The Annual General Meeting shall be held on such day and at such time and place as the Committee determines but within five months after the end of the Financial Year.

13.3 Notice

The Annual General Meeting shall be specified as such in the notice convening it.

13.4 Ordinary business

The ordinary business of the Annual General Meeting shall be:

- (a) to confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting;
- (b) to receive from the Committee reports of the transactions of the Club during the last preceding Financial Year;
- (c) to elect the Officers of the Club and the Ordinary Members of the Committee; and

- (d) to receive and consider the statements submitted by the Club in accordance with sections 30(3) and 30(3A) of the Act.

13.5 Special business

The Annual General Meeting may transact special business of which notice is given in accordance with these Rules.

13.6 Additional to other general meetings

The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year.

14 Special General Meetings

14.1 Definition

All General Meetings other than the Annual General Meeting shall be called Special General Meetings.

14.2 Convened by Committee

The Committee may, whenever it thinks fit, convene a Special General Meeting and, where, but for this **Rule 14.2**, more than 15 months would elapse between Annual General Meetings, must convene a Special General Meeting before the expiration of that period.

14.3 Requisition of Members

The Committee must, on the requisition in writing of Members representing not less than 20 per cent of the total number of Members, convene a Special General Meeting.

14.4 Requirements for a requisitioned meeting

The requisition for a Special General Meeting must state the objects of the meeting and shall be signed by the Members making the requisition and be sent to the address of the Secretary and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.

14.5 Members may convene Special General Meeting

If the Committee does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to the address of the Secretary, one or more of the Members making the requisition may convene a Special General Meeting to be held not later than three months after that date.

14.6 Procedure for Special General Meeting convened by Member

A Special General Meeting convened by Members in pursuance to these Rules must be convened in the same manner as nearly as possible as that in which those meetings are convened by the Committee. All reasonable expenses incurred in convening the meeting must be refunded by the Club to the persons incurring the expenses.

15 Notice of meetings

15.1 Form of Notice

Subject to the provisions of these Rules and the Act requiring greater notice, the Secretary must, at least 14 days before the date fixed for holding a General Meeting, cause to be sent to each Member at his or her address appearing in the register of Members, a notice stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.

15.2 Delivery of notice

Unless the Member requests that the notice be sent by prepaid post, the Secretary may at his or her discretion, send the notice to the Member:

- (a) by electronic transmission to the email address appearing in the register of Members; or
- (b) by prepaid post to the Member's address appearing in the register of Members; or
- (c) by delivering it to the Member personally.

15.3 Business of General Meeting

No business other than that set out in the notice convening the General Meeting may be conducted at the General Meeting.

15.4 Other business

A Member desiring to bring any business before a General Meeting may give notice of the business in writing or by electronic transmission to the Secretary, who must include that business in the notice calling the next General Meeting after receipt of the notice.

16 Procedure at meetings

16.1 Special business

All business that is transacted at a Special General Meeting and all business that is transacted at the Annual General Meeting with the exception of that specifically referred to in these Rules as being the ordinary business of the Annual General Meeting is deemed to be special business.

16.2 No business without a quorum

No item of business shall be transacted at a General Meeting unless a quorum of Members entitled under these Rules to vote is present during the time when the meeting is considering that item.

16.3 Quorum

Seven Members personally present (being Members entitled under these Rules to vote at a General Meeting) constitute a quorum for the transaction of the business of a General Meeting.

16.4 No quorum

If within half an hour after the appointed time for the commencement of a General Meeting a quorum is not present:

- (a) if convened upon a requisition of Members, the General Meeting is dissolved; and
- (b) in any other case, the meeting will stand adjourned to the same day in the next week at the same time and (unless another place is specified by the chairperson at the time of the adjournment or by written notice to Members given before the date to which the meeting is adjourned) at the same place and if at the adjourned meeting a quorum is not present within half an hour after the appointed time for the commencement of the meeting, the Members present (being not less than five) shall be a quorum.

17 Chairperson

17.1 President is chairperson

The President shall preside as chairperson of each General Meeting of the Club.

17.2 Election of another chairperson

If the President is absent from a General Meeting, or is unable or unwilling to preside, the Members present shall elect one of their number to preside as chairperson at the meeting.

18 Adjournment

18.1 President is chairperson

The chairperson of a General Meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned General Meeting other than the business left unfinished at the meeting at which the adjournment took place.

18.2 Notice of adjourned meeting

Where a meeting is adjourned for 14 days or more, a notice of the adjourned meeting must be given in the same manner as for a General Meeting.

18.3 No notice

Except as provided in **Rule 18.2**, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

19 Voting

19.1 Show of hands

A question arising at a General Meeting shall be determined on a show of hands and unless before or on the declaration of the show of hands a poll is demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried unanimously or carried by a particular majority or lost, and an entry to that effect in the minute book of the Club is evidence of the fact of that resolution, without proof of the number or proportion of the votes recorded in favour of or against, that resolution.

19.2 One vote per Member

- (a) Upon any question arising at a General Meeting, a Member, regardless of the number of Certificates he or she holds, has one vote only.
- (b) All votes must be given personally or by proxy.
- (c) In the case of an equality of voting on a question, the chairperson of the meeting is entitled to exercise a second or casting vote.

19.3 Demand for a poll

If at a General Meeting a poll on any question is demanded by the chairperson or by not less than three Members, it must be taken at the meeting in such manner as the chairperson may direct and the resolution of the poll shall be deemed to be a resolution of the meeting on that question.

19.4 Time for taking poll

A poll that is demanded on the election of a chairperson or on a question of an adjournment must be taken immediately and the poll that is demanded on any other question shall be taken at such time before the close of the meeting as the chairperson directs.

19.5 Entitlement to vote

A Member is not entitled to vote at any General Meeting unless all moneys due and payable by the Member to the Club have been paid.

20 Proxies

Each Member is entitled to appoint another Member as his or her proxy by notice given to the Secretary prior to the commencement of the meeting in respect of which the proxy is appointed. The notice appointing the proxy must be in the form set out in **Appendix 2**.

21 Committee

21.1 General

The affairs of the Club shall be managed by a committee of management constituted as provided in **Rule 22**.

21.2 Powers

The Committee:

- (a) shall control and manage the business and affairs of the Club;
- (b) may, subject to these Rules, the Regulations and the Act, exercise all such powers and functions as may be exercised by the Club other than those powers and functions that are required by these Rules to be exercised by General Meetings of the Members of the Club;
- (c) may appoint such sub-committees as are deemed expedient and may delegate any of its duties to such sub-committees; and
- (d) subject to these Rules, the Regulations and the Act, has power to perform all such acts and things as appear to the Committee to be essential to the proper management of the business and affairs of the Club including without limit the power to make rules and regulations governing the use and occupation of the accommodation at Mount Buller occupied by the Club.

22 Committee members and casual vacancies

22.1 Composition of Committee

Subject to Section 23 of the Act, the Committee shall consist of:

- (a) the Officers of the Club; and
- (b) two Ordinary Members of the Committee,

each of whom shall be elected at the Annual General Meeting each year.

22.2 Officers

The Officers of the club shall be:

- (a) a President;
- (b) Treasurer; and
- (c) Secretary,

who shall each hold office in an honorary capacity.

22.3 Application of Rule 23

The provisions of **Rule 23** in so far as they are applicable and with the necessary modifications, apply to and in relation to the election of persons to any of the offices mentioned in **Rule 22.1**.

22.4 Term of office of Officers

Each Officer of the Club shall hold office until the conclusion of the Annual General Meeting next after the date of his or her election but is eligible for re-election.

22.5 Casual vacancy in Officers

In the event of a casual vacancy in any office referred to in **Rule 22.1**, the Committee may appoint one of its Members to the vacant office and the Member so appointed may continue in office up to and including the conclusion of the Annual General Meeting next following the date of his or her appointment.

22.6 Ordinary Members of the Committee

Each Ordinary Member of the Committee shall, subject to these Rules, hold office until the conclusion of the Annual General Meeting next after the date of his or her election but is eligible for re-election.

22.7 Casual vacancy in Ordinary Members of Committee

In the event of a casual vacancy occurring in the office of an Ordinary Member of the Committee, the Committee may appoint a Member of the Club to fill the vacancy and the Member so appointed shall hold office, subject to these Rules, until the conclusion of the Annual General Meeting next following the date of his or her appointment.

23 Election of Committee Members

23.1 Nominations

Nominations of candidates for election as Officers of the Club or as Ordinary Members of the Committee:

- (a) shall be made in writing, signed by two Members and accompanied by the written consent of the candidate (which shall be endorsed on the form of nomination); and
- (b) shall be delivered to the Secretary not less than seven days before the date fixed for the holding of the Annual General Meeting.

23.2 Insufficient nominations

If insufficient nominations are received to fill all vacancies on the Committee, the candidates nominated in accordance with **Rule 23.1** shall be deemed to be elected and further nominations shall be received at the Annual General Meeting.

23.3 Nomination equal candidates

If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.

23.4 Ballot

If the number of nominations exceed the number of vacancies to be filled, a ballot shall be held.

23.5 Conduct of ballot

The ballot for the election of Officers of the Club or as Ordinary Members of the Committee shall be conducted at the Annual General Meeting in such usual and proper manner as the Committee may direct.

23.6 One nomination only

A nomination of a candidate for election to the Committee is not valid if the candidate has already been nominated for another office for election at the same election.

24 Grounds for termination of office

For the purpose of these Rules, the office of an Officer of the club becomes vacant if the Officer:

- (a) dies or otherwise ceases to be a Member;
- (b) becomes an insolvent under administration within the meaning of the Corporations Act 2001 (Cth); or
- (c) resigns from office by notice in writing given to the Secretary.

25 Quorum and procedure at meetings

25.1 Number of meetings

The Committee shall meet at least three times in each year at such place and such times as the Committee may determine.

25.2 Special Committee meetings

Special meetings of the Committee may be convened by any Member of the Committee and may, if the Committee determines, be conducted by telephone conference call.

25.3 Notice of special meeting

Notice shall be given to Members of the Committee of any special meeting specifying the general nature of the business to be transacted and no other business may be conducted at the meeting.

25.4 Quorum

Any three Members of the Committee constitute a quorum for the transaction of the business of a meeting of the Committee.

25.5 No quorum present

No business shall be transacted at a Committee meeting unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same place and at the same hour of the same day on the following week unless the meeting was a special meeting in which case it lapses.

25.6 Chairing meetings

At meetings of the Committee the President, or in his or her absence, the Secretary, shall preside.

25.7 Determination of questions

- (a) Questions arising at a meeting of the Committee shall be determined on a show of hands or, if demanded by a Committee member, by a poll taken in such manner as the person presiding at the meeting may determine.
- (b) The Committee may determine any question or pass a resolution by each Committee member signing a document agreeing to same or signifying their consent by facsimile transmission or electronic transmission.

25.8 Voting

Each Committee member present at a meeting of the Committee (including the person presiding at the meeting) is entitled to one vote, and in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.

25.9 Notice of Committee meetings

Written notice of each Committee meeting shall be served on each member of the Committee by delivering it to him or her at a reasonable time before the meeting or in the manner notified by the Committee member by sending it by electronic transmission to him or her at his or her usual last known email address (or by pre-paid post if the Committee member has requested notice by such means) at least two business days before the date of the meeting.

25.10 Vacancy on Committee

Subject to **Rule 25.4**, the Committee may act notwithstanding any vacancy on the Committee.

26 Minutes

The Secretary must keep minutes of the resolutions and proceedings of each General Meeting and each Committee meeting in books provided for that purpose together with a record of the names of persons present at Committee meetings.

27 Treasurer

27.1 Duties of Treasurer

The Treasurer of the Club must:

- (a) collect and receive all moneys due to the Club and make all payments authorised by the Club; and

- (b) keep correct accounts and books showing the financial affairs of the Club with full details of all receipts and expenditure connected with the activities of the Club.

27.2 Inspection of accounts

The accounts and books referred to in **Rule 27.1** are available for inspection by Members at a time and place determined by the Committee from time to time.

28 Removal of Committee members

28.1 By General Meeting

The Club in General Meeting may by resolution remove any Committee member before the expiration of his or her term of office and appoint another Member in his or her stead to hold office until the expiration of the term of the first mentioned Committee member .

28.2 Written representations

Where the Committee member to whom a proposed resolution referred to in **Rule 28.1** relates makes representations in writing to any other Officer of the Club (not exceeding a reasonable length) and requests that they be notified to the Members, such other Officer may send a copy of the representations to each Member or, if they are not so sent, the Committee member may require that they be read out at the meeting.

29 Signing of negotiable instruments

All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by two members of the Committee.

30 Execution of documents

30.1 No common seal

The Club shall not have a common seal.

30.2 Execution of documents

All documents (including deeds) to be executed by the Club shall be signed by two members of the Committee or by one member of the Committee and the Public Officer.

31 Alteration of Statement of Purposes and Rules

These Rules and the Statement of Purposes of the Club shall not be altered except in accordance with the Act.

32 Service of notices

32.1 Methods of service

A notice may be served by or on behalf of the Club upon any Member either personally or by pre-paid post or electronic mail at the relevant address shown in the register of Members but if the Member has requested that the notice be given to him or her by post, then it must be sent to the Member by post.

32.2 Service by post and email

- (a) Where a document is properly addressed, pre-paid and posted to a person as a letter the document shall, unless the contrary is proved, be deemed to have been given to the person at the time at which the letter would have been delivered in the ordinary course of post.
- (b) A notice sent by email is deemed to have been given on the next business day after it is sent.

33 Winding up

In the event of the winding-up or the cancellation of incorporation of the Club, the assets of the Club shall, subject to any special resolution to the contrary, be divided equally amongst each of the Members as at the date of winding-up or cancellation (as the case may be).

34 Custody of books and other documents

Except as otherwise provided in these Rules, the Secretary shall keep in his or her custody, or under his or her control, all books, documents and securities of the Club provided that the Treasurer shall retain all financial records of the Club.

35 Source of funds

The funds of the Club shall be derived from entrance fees, annual subscriptions, donations and such other sources as the Committee determines.

36 Indemnity

To the extent permitted by law, the Club;

- (a) indemnifies every person who is, or has been, a Committee member against any liability incurred by that person whilst acting in that capacity; and
- (b) may pay premiums on an insurance policy covering a person who is, or has been, a Committee member against any liability incurred by the person whilst acting in that capacity.

37 Legal proceedings

37.1 Limitations

To the full extent allowable by law, no action or legal proceedings whatsoever whether at law or in equity shall be taken or instituted by any Member against the Committee, any Committee member or the Club:

- (a) in respect of any decision, proceeding, resolution, matter or thing whatsoever done, omitted, passed, carried or sanctioned by the Committee, Club or Committee member; and
- (b) notwithstanding any irregularity or informality in, or in relation to, such decision, proceeding, resolution, matter or thing.

37.2 Production of documents

In the event of such action or proceeding being instituted, the production of these Rules and the Statement of Purposes is to be a complete answer to it.

Appendix 1

Application for Membership of Belmore Ski Club Incorporated

I,
(full name of Applicant)

of
(address)

.....
(occupation) (email address)

desire to become a Full/Junior* Member of Belmore Ski Club Inc (**Club**).

If I am admitted as a Member, I agree to be bound by the Rules of the Club for the time being in force.

.....
Signature of Applicant

.....
Date of birth (if applying for
Junior Membership)

Date:

* Delete as appropriate

Appendix 2

Form of appointment of proxy

I,
(full name of Member)

of
(address) (email address)

being a Member of Belmore Ski Club Incorporated (**Club**) appoint

.....

of
(address)

being a Member of the Club, as my proxy to vote for me on my behalf at the General Meeting of the Club (Annual General Meeting or Special General Meeting, as the case may be) to be held on the day of 20..... and at any adjournment of that meeting.

My proxy is authorised to vote in favour of/against (*delete as appropriate*) the following resolution:

[Insert details]

.....
Signed

The day of 20.....