



IMBAC Ltd

MEMORANDUM OF ASSOCIATION, February 1970

ARTICLES OF ASSOCIATION 21 March 2013

BY-LAWS 4 February 2016

MEMORANDUM OF ASSOCIATION

of

IMBAC Ltd

Amended
Feb. 1970

1. The name of the Company is "IMBAC Ltd". (Hereafter called "The Club").
2. The objects for which the Club is established are:-
 - (a) To encourage, develop, and promote snow sports skiing, ski touring and other athletic sports and athletic games in which human beings are the sole participants.
 - (b) To provide, construct and maintain lodge huts and other buildings and equipment for use in connection with the activities specified in paragraph (a) of this Clause , to furnish, equip, repair and maintain the same and to make the same available for use by members of the Club, by members' guests or by other persons nominated by a member and approved by the Club either gratuitously or for payment.
 - (c) To sell, lease or let on hire any huts, lodges or other buildings and any ski boots and other equipment and to provide any service or services that may assist, promote or encourage the activities specified in paragraph (a) of this Clause 2.
 - (d) To promote, organise and hold sports meetings, gymkhanas or carnivals in connection with the activities specified in paragraph (a) of this Clause 2 for members of the Club and other people the Club shall think fit.
 - (e) To abide by the Regulations and decision of the Kosciusko State Park Trust in respect of the establishment, construction and maintenance of any facility on the Kosciusko State Park.
 - (f) To do all other such lawful acts as are incidental or conducive to the attainment, maintenance of any of the objects of the Club.
 - (g) To subscribe to become a member of and cooperate with any other club, association or organisation whether incorporated or not whose objects are altogether or in part similar to those of the Club provided that the Club shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Club under or by virtue of Clause 3 of this Memorandum.
 - (h) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property real and personal and any rights, licences or privileges

which may be requisite for the purpose of or capable of being conveniently used in connection with any of the objects of the Club. Provided that in case the Club shall take or hold any property which may be subject to any trusts the Club shall only deal with the same in such manner as is allowed by law having regard to such trusts.

- (i) To enter into any arrangements with any Government or authority supreme municipal, local or otherwise that may seem conducive to the Club's objects or any of them; and to obtain from any such Government or authority any rights, privileges, and concessions which the Club may think it desirable to obtain; and to carry out exercise and comply with any such arrangements, rights, privileges and concessions.
- (j) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workman and other persons as may be necessary or convenient for the purposes of the Club.
- (k) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Club or the dependents or connections of any such persons, and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects or for any public, general or useful object.
- (l) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated, directly or indirectly, to advance the Club's interests and to contribute, to subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working management carrying out alteration or control thereof.
- (m) To invest and deal with the money of the Club not immediately required upon such securities and in such manner as may be deemed fit and from time to time to vary and realise such investments.
- (n) To borrow or raise or secure the payment of money in such manner as the Club may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be incurred or to be entered into by the Club in any way and in particular by the issue of the debentures, perpetual or otherwise charged upon all or any of the Clubs property (both present and future) and to purchase, redeem or pay off any such securities.
- (o) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- (p) In furtherance of the objects of the Club, to sell, improve, manage, develop, exchange, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Club.
- (q) To take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price or any part of the Club's property or whatsoever kind sold by the Club or any money due to the Club from purchases and others.
- (r) To take any gift or property whether subject to any special trust or not for any one or more of objects of the Club or any money due to the Club from purchases and others.
- (s) To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Club in the shape of donations, annual subscriptions or otherwise.

- (t) To print and publish any newspapers, periodicals, books or leaflets that the Club may think desirable for the promotion of its objects.
- (u) In furtherance of the objects of the Club to amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Club and which prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Club under or by virtue of Clause 3 of this Memorandum.
- (v) In furtherance of the objects of the Club 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 Club is authorised to amalgamate.
- (w) In furtherance of the objects of the Club to transfer all or any part of the property assets, liabilities and engagements of the Club to any one or more of the companies, institutions, societies or associations with which the Club is authorised to amalgamate.
- (x) To make donations for patriotic or charitable purposes.
- (y) To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged.

The powers set forth in the Third Schedule to the Companies Act, 1961 shall not apply to the Club except in so far as they are included in the Clause 2.

3. The income and property of the Club whensoever derived shall be applied solely towards the promotion of the objects of the Club as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Club.

Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Club or to any member...

4. The liability of the members is limited.
5. Every member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up while he/she is a member or within one year after he/she ceases to be a member for payment of the debts and liabilities of the Club contracted before he/she ceases to be a member and the costs charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves such amount as may be required not exceeding two dollars (\$2.00).
6. If upon the wind-up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Club but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Club under or by virtue of Clause 3 hereof such institution or institutions to be determined by the members of the Club at or before the time of dissolution and in default thereof by the Chief Judge in Equity of the Supreme Court of New South Wales or such other judge of that court as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.
7. True accounts shall be kept of the sums of money received and expended by the Club and the matter in respect of which such receipt and expenditure takes place and of the property credits and liabilities of the Club; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Club for the time being in force shall be open to the inspection of the members. Once at least in

Amended
Feb 1970

every year the accounts of the Club shall be examined and the correctness of the Balance Sheet ascertained by one or more properly qualified Auditor or Auditors.

I M B A C Ltd ARTICLES OF ASSOCIATION - 2010
(as amended by AGM up to/including 49th AGM 25/3/10)

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¹ Articles of I.M.B.A.C. Ltd Company No. 90672 of January 1966 as amended February, 1970 and December, 1975 be replaced by the appended (Draft 5) Articles of Association.
J. Chapman (m), L. Mackey (2nd) 22AGM 8/12/82. Company no. to read 90673 not 90672. That the Club name be changed from "I.M.B.A.C Ltd" by removing the full stops between the letters, to "IMBAC Limited" L. Knight (m), B. Martin (2nd) carried 31st AGM 30/1/92.

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IMBAC Ltd - ARTICLES OF ASSOCIATION

Article 1. INTERPRETATION

1. (A) MEANINGS - In these regulations:-

"**The Act**" means the Companies Act, 1961;

"**The Club**" means **IMBAC Ltd** ²

"**The Seal**" means the common seal of the Club;

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

"**State**" means the State of New South Wales;

"Club Notice Board" ³

Expression referring to 'writing' shall unless the contrary intention appears be construed as including references to printing lithography photography and other modes of representing or reproducing words in a visible form, Words or expressions contained in these regulations shall be interpreted in accordance with the provisions of the Interpretation Act of 1897 and of the Act as in force at the date at which these regulations became binding on the Club.

1. (B) ARTICLES AND BY-LAWS - The decision of the Committee on the construction or interpretation of these Articles or of any By-Laws adopted by the Club or Committee shall be conclusive and binding on all matters of the Club unless and until the same shall be over-ruled by the members at an Annual General Meeting or at an Extraordinary General Meeting called for the purpose of considering such a decision.

Article 2. PURPOSE OF THE CLUB

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

Article 3. MEMBERSHIP

3. (A) NUMBER - The maximum number of the total of members of all classifications shall be one thousand.

3. (B) OPEN OR CLOSED - With the exception of the power conferred on the Committee by Article 3(I) admittance to each class of membership shall be declared 'open' or 'closed' from time to time only by decision of the members by special resolution at a General Meeting of the Club.

3. (C) CLASSIFICATIONS - Club members shall be either 'Senior', ⁴ 'Junior' or 'Life' members and nominations and admittance to membership made and fees paid shall be in accordance with the following Articles. No member shall concurrently hold more than one-classification of membership and the former classification of

² Club name changed from I.M.B.A.C. Limited to IMBAC Limited (m) L. Knight (2nd) B. Martin..
31 AGM- 30/1/92

³ "Club Notice Board....(to)....the Club;" deleted (m)J. Horsfield,(2nd)D. Waller 34 AGM-13/12/94

⁴ Associate membership deleted with effect 24/2/00, with all current Associate members transferred to Senior membership category (at no cost for the transfer of this membership). (m) D. Scott (2nd) B. Etheredge 39th AGM 24/2/00

membership shall be forfeited upon a member being admitted to a new classification.

3. (C i) SENIOR MEMBERSHIP - An existing Senior member may nominate for Senior membership any person over the age of 18 years who is personally known to the nominator and is considered to be a suitable person for membership.
3. (C ii) JUNIOR MEMBERSHIP - The legal child of a Senior member or the legal child of a person being nominated for Senior membership may be nominated by and only by that Senior member or person for Junior membership provided the legal child is over four and under eighteen years of age. Junior members shall be and will remain attached to the Senior member nominator so long as the Junior is a Junior member of the Club and shall be affected in all ways as that Senior membership is affected except as otherwise provided in these Articles. Junior membership shall cease upon cessation of the Senior membership to which it is attached or upon the Junior member reaching the age of nineteen years and three months. After a Junior member reaches the age of eighteen years and before reaching the age of nineteen years and three months the Senior member to whom the Junior is attached may nominate the Junior member for Senior membership. Such nomination shall be accompanied by a nomination fee being the difference between the Junior membership and/or nomination fees originally paid and the current Senior member nomination fee annual subscription and/or levy as determined in accordance with Article 3(F). With the exception of the provision in Article 3(I) no child other than the legal ⁵ child of the Senior member shall be attached to a Senior membership.
3. (C iii) LIFE MEMBERSHIP - A member or past member who has rendered meritorious service to the Club may be nominated by the Committee for Life Membership. A Life member shall enjoy the privileges of Senior membership without the obligation to pay Senior member fees subscription and/or levy.
3. (D) NOMINATION AND ADMITTANCE TO MEMBERSHIP - All nominations for membership shall be forwarded to the Secretary in the form prescribed by the Committee accompanied by a classification nomination fee annual subscription and/or levy as determined in accordance with Article 3(F). The Committee shall determine its approval or otherwise of compliance by each nomination with the provisions of these Articles and its approval of the nominee as a person suitable for membership of the Club in the classification nominated. Following approval by the Committee the nomination shall be announced on the business paper of the next Annual General Meeting stating at least the full name, sex, date of birth, occupation, and residential address of the candidate for membership the classification for which the candidate is nominated and the name of the nominator. The admittance or otherwise to membership of the Club shall be decided by ballot at the Annual General Meeting. In no case shall the Committee be required to give any reason for the acceptance or rejection of any nomination for membership.

⁵ Change "Child" to "legal child"...word "legal" inserted prior to 1st, 2nd, 3rd & 5th word "child"
..(m)R. Waller,(2nd)M. Atkins..31st AGM-30/1/92

3. (E) TRANSFER OF OR CONSIDERATION FOR MEMBERSHIP - No classification of membership shall be transferred to another person nor be negotiable for any consideration. There shall be no refund of fees upon cessation of membership except as provided for Junior memberships being admitted as Senior memberships in Articles 3(C ii) ⁶.
3. (F) FEES SUBSCRIPTIONS AND LEVIES - The Committee may include on the business paper of a General Meeting a special resolution to adopt a By-Law to impose an application fee for new members with the exception of the spouse of an existing member (with said member having been a member of IMBAC for more than five years) and Junior members elevating to Senior membership, nomination fee, annual subscription and/or levy payable by members or a particular classification of membership. Senior members shall be responsible for the payment of all fees subscriptions levies and fines due by the Senior membership and by the Junior memberships attached to that Senior membership. ⁷
3. (G) REGISTER OF MEMBERS - The Secretary shall keep a register of all Senior members which shall include the record of Junior memberships attached to each Senior membership. The record of each Senior, Junior and Life member shall include the full name, sex, date of birth, occupation, residential address and the mailing address as advised by the Senior member for the receipt of notices, the date of admission to membership, the relevant detail of initial membership and/or nomination fee payment and payment of subscriptions levies and fines and the relevant detail of all outstanding charges due and the record of any other matters pertaining to membership. ⁸
3. (H) RESIGNATION OF MEMBERSHIP - A member may resign membership of the Club by giving notice in writing to the Secretary but shall continue liable for any fees subscriptions levies or fines and all arrears of monies due at the date of resignation and for all monies due by the Senior membership to the Club and for any sum not exceeding \$2 per member liable as members of the Club under Clause 5 of the Memorandum of Association of the Club. Upon the cessation of a Senior membership, the Junior memberships attached to that Senior membership shall cease except as provided in Clause 3(I) below. There shall be no refund of fees upon cessation of membership. ⁹
3. (I) DECEASED & RESIGNING MEMBERS - Upon the death or intended resignation of a Senior member the Junior members attached to the Senior membership can be

⁶ (C iii) deleted in accordance with Special Resolution 1 (m) D. Scott (2nd) B. Etheredge...
39thAGM 24/2/00

⁷ Associate deleted in accordance with Special Resolution 1 (m) D. Scott (2nd) B. Etheredge...
39thAGM 24/2/00

⁸ Associate deleted in accordance with Special Resolution 1 (m) D. Scott (2nd) B. Etheredge...
39thAGM 24/2/00

⁹ Associate deleted in accordance with Special Resolution 1 (m) D. Scott (2nd) B. Etheredge...
39thAGM 24/2/00

transferred by the Committee to become attached to a 'foster' Senior member appointed from the existing Senior members.^{10 11}

3. (J) COMMITTEE POWER TO EXPEL MEMBERS - If any member wilfully refuses or neglects to comply with the provisions of the Memorandum and Articles of Association of the Club or of the By-Laws of the Club or shall be guilty of conduct which in the opinion of the Committee is unbecoming of a member or prejudicial to the interest of the Club or who is 2 years in arrears with monies owing to the Club the Committee shall have power to expel the member from the Club and remove the member's name from the Register of Members provided that at least one week before the meeting of the committee at which a resolution for the expulsion is passed the member shall have had notice in accordance with Article 7 of such meeting and of what is alleged against the member and of the intended resolution for expulsion, and that the member at such meeting and before the passing of such resolution shall have had an opportunity of giving orally or in writing any explanation or defence the member may think fit. An expelled member shall forfeit all rights of membership.

Article 4 . THE OFFICERS AND COMMITTEE

4. (A) ELIGIBILITY - Only financial Senior members shall be eligible for nomination as an Officer or for the Committee of the Club.¹²
4. (B) THE OFFICERS - The Officers of the Club shall consist of the President, Honorary Secretary, Honorary Treasurer and the Club Captain.
4. (C) THE COMMITTEE - The Committee shall consist of the Officers and eight other Senior financial members nominated and elected in accordance with Clause (D) following. The Committee shall retire at the next Annual General Meeting but shall be eligible for re-election.^{13 14}
4. (D) NOMINATION AND ELECTION - (i) At the Annual General Meeting of the Club the Officers and members of the Committee shall be elected from among the eligible members and such members of the Committee shall hold office until the next Annual General Meeting when they shall retire but shall be eligible for re-election.
- (ii) Any two Senior financial members may nominate an eligible member to serve as an Officer or member of the Committee.¹⁵

¹⁰ Associate deleted in accordance with Special Resolution 1 (m) D. Scott (2nd) B. Etheredge...
39thAGM 24/2/00

¹¹ Amended to include resigning members & attached juniors in accordance with Special Resolution 1 (m)
J. Sperring (2nd) M. Whitehead 47th AGM 27/3/08

¹² Associate deleted in accordance with Special Resolution 1 (m) D. Scott (2nd) B. Etheredge...
39thAGM 24/2/00

¹³ Associate deleted in accordance with Special Resolution 1 (m) D. Scott (2nd) J. Sperring...
49thAGM 25/3/10

¹⁴ Committee increased from six to eight in accordance with Special Resolution 2 (m) D. Scott (2nd) J. Sperring
52nd AGM 21/3/13

¹⁵ Associate deleted in accordance with Special Resolution 1 (m) D. Scott (2nd) B. Etheredge...
39thAGM 24/2/00

(iii) The nomination shall be in writing and signed by the member nominated and by the proposer and seconder and shall be lodged with the Secretary at least 28 days before the Annual General Meeting at which the election is to take place.

(iv) A list of the names of the candidates and the names of the proposers and seconders shall be included in the business paper for the Annual General Meeting.

(v) The Returning Officer shall conduct the ballot in accordance with Article 8(F).

(vi) When there is not a sufficient number of candidates nominated the Committee shall either appoint any eligible members to fill the vacancy or vacancies or allow the incoming Committee to do so.

4. (E) REMOVAL FROM OFFICE - An Officer or a member of the Committee may be removed from Office or from the Committee by resolution at a General Meeting of the Club in accordance with the Act.

4. (F) EXCLUSIONS - The office of an Officer or a member of the Committee shall become vacant if the member:-

(i) ceases to be an Officer or a member of the Committee by virtue of the Act;

(ii) becomes bankrupt;

(iii) becomes prohibited from being a Director of a Company by reason of any order made under the-Act;

(iv) 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;

(v) resigns his Office or from the Committee by notice in writing to the Club;

(vi) is absent without permission of the Committee from three consecutive meetings of the Committee;

(vii) holds any office of profit under the Club;

(viii) ceases to be a member of the Club; or

(ix) is directly or indirectly interested in any contract or proposed contract with the Club provided however that a member shall not vacate his office by reason of his being a member of any corporation society or association which has entered or proposes to enter into a contract with the Club if such corporation society or association is among the class of companies referred to in the proviso to Clause 3 of the Memorandum of Association of the Club and if he shall have declared the nature of his interest in manner required by the Act provided always that nothing in this Article shall affect the operation of Clause 3 of the Memorandum of Association of the Club.

4. (G) CASUAL VACANCIES - The Committee shall have power at any time and from time to time to appoint any eligible member an Officer or to the Committee to fill a casual vacancy but so that the total number of members of the Committee shall not at any time exceed the number fixed in accordance with these Articles. Any Officer or Member of the Committee so appointed shall hold office only until the next following Annual General Meeting.

Article 5. COMMITTEE POWERS, DUTIES AND PROCEEDINGS

5. (A) CLUB BUSINESS - The business of the Club shall be managed by the Committee who may pay all expenses incurred in promoting and registering the Club and may exercise all such powers of the Club as are not by the Act or by these regulations required to be exercised by the Club in General Meeting subject nevertheless to any of these regulations to the provisions of the Act and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Club in General Meeting but no regulation made by the Club in General Meeting shall invalidate any prior act of the Committee which would have been valid if that regulation had not been made. Without prejudice to the general powers conferred by the last preceding Clause and to the other powers conferred by these Articles it is hereby expressly declared that the Committee shall have the following powers:
5. (B) BY-LAWS - The Committee may introduce enlarge amend alter or rescind Club By-Laws in accordance with Article 6 and to enforce the observance of all regulations and By-Laws by the introduction of additional By-Laws to provide for the imposition of a fine or by suspension from enjoyment of Club privileges or any of them provided always that a General Meeting may alter or rescind a By-Law in accordance with Article 6.
5. (C) LEGAL PROCEEDINGS - The Committee may institute conduct defend compromise or abandon any legal proceedings by or against the Club or its Officers or otherwise concerning the affairs of the Club and also to compromise or allow time for payment and satisfaction of any debt due to and any claim or demand by or against the Club and to refer any claim or demand against the Club to arbitration and to observe and perform the award.
5. (D) BORROW MONEY AND MORTGAGE - The Committee may exercise all the powers of the Club to borrow money and to mortgage or charge its property or any part thereof and to issue debentures and other securities whether outright or as security for any debt liability or obligation of the Club.
5. (E) CHEQUES RECEIPTS ETC – All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments shall be signed drawn accepted endorsed or otherwise executed as the case may be by the President or Secretary and shall be countersigned by the Treasurer or in such manner as the committee may from time to time determine. The Treasurer or such other person or persons as may be appointed by the Committee shall sign all receipts for money paid to the Club. ¹⁶

16. Wording change in accordance with Special Resolution 1 (m) M. Brown, (2nd) J. Sperring...
45thAGM 30/3/06

5. (F) MINUTES - The Committee shall cause minutes to be made of:-

(i) all appointments of Officers Committee and servants;

(ii) names of members of the Committee present at all meetings of the Committee and of the Club;

(iii) all proceedings at all meetings of the Committee and of the Club; such minutes shall be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting. All minutes shall be open for inspection by members in accordance with Sub-clause (H) following.

5. (G) ACCOUNTING AND OTHER RECORDS - The Committee shall cause proper accounting and other records to be kept and shall distribute to all Senior members copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) not less than 14 days before the date of the Annual General Meeting accompanied by a copy of the Auditor's Report as required by the Act provided however that the Committee shall cause to be made out and laid before each Annual General Meeting a balance sheet and profit and loss account made up to the first day of November prior to the date of the meeting.

5. (H) RECORDS OPEN FOR INSPECTION BY MEMBERS - The Committee shall from time to time determine in accordance with Clause 7 of the Memorandum of Association at which times and places and under what conditions or regulations the accounting and other records of the Club shall be open to the inspection of members not being members of the Committee and no member other than a Committee member shall have any right of inspecting any account or book or paper of the Club except as conferred by statute or by Clause 7 of the Memorandum of Association or authorised by the Committee or by the Club in General Meeting.

5. (I) SEAL - The Committee shall provide for the safe custody of the Seal which shall only be used by the Authority of the Committee and every instrument to which the Seal is attached shall be signed by the President or Treasurer and shall be countersigned by the Secretary or by a second member of the Committee appointed for the purpose.

5. (J) COMMITTEE PROCEEDINGS –

5 (J)(i) MEETINGS - The Committee shall meet together monthly for the dispatch of business adjourn and otherwise regulate its meeting as it thinks fit. The Secretary may at any time and shall on the requisition of three or more members of the Committee summon a meeting of the Committee.

5 (J)(ii) VOTING - Subject to these regulations questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination by a majority of the members of the Committee present and voting shall for all purposes be deemed a determination of the Committee. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote. A member of the Committee shall not vote in respect of any contract or proposed contract with the Club in which he is interested or any matter arising there out and if he or she does so his or her vote shall not be counted.

- 5(J)(iii) QUORUM - The quorum necessary for the transaction of the business of the Committee shall be five or such greater number as may be fixed by the Committee.
- 5 (J)(iv) VACANCY AND LACK OF QUORUM - The continuing members of the Committee may act notwithstanding any vacancy in the Committee but if and so long as their number is reduced below the number fixed by or pursuant to these regulations as the necessary quorum of the committee the continuing member or members may act for the purpose of increasing the number of members of the Committee to that number or of summoning a General Meeting of the Club but for no other purpose.
- 5 (J)(v) VICE-PRESIDENT - At the first meeting of each newly elected Committee a Vice-President shall be elected from Committee members of whom all shall be eligible except the President.
- 5 (J)(vi) CHAIRMAN - The President shall preside as Chairman at every meeting of the Committee or if there is no President present or if at any meeting he or she is not present within 10 minutes after the time appointed for holding the meeting the Vice-President shall be Chairman or if the Vice-President is not present at the meeting then the members present may choose one of their number to be Chairman of the meeting.
- 5 (J)(vii) RESOLUTIONS IN WRITING - A resolution in writing signed by all the members of the Committee for the time being entitled to receive notice of a meeting of the Committee shall be as valid and effective as if it had been passed at a meeting of the Committee duly convened and held.
- 5 (J)(viii) VALIDITY - All acts done by any meeting of the Committee or of a Sub-Committee or by any person acting as a member of the Committee shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Committee or person acting as aforesaid or that the members of the Committee or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a member of the Committee.
5. (K) SUB-COMMITTEES -
- (i) With the Committee's approval the President may appoint Committee members chairmen of Sub-Committees necessary for the conduct of the Club and similarly alter any such appointment.
 - (ii) With the approval of the Committee Sub-Committee chairmen may appoint Club members not necessarily Committee members to serve on the Sub-Committee and shall report on activities of the Sub-Committee at each meeting of the Committee. The President shall be an ex-officio member of each Sub-Committee.
 - (iii) The Committee may delegate any of its powers to a Sub-Committee which on the exercise of the powers so delegated shall conform to any regulations that may be imposed upon it by the Committee.

(iv) If at any Sub-Committee meeting the Chairman is not present within 10 minutes of the time appointed for holding the meeting the members present shall choose one of their number to be Chairman. If the substitute Chairman is not a Committee member he shall report to the appointed Chairman or with the approval of the President attend the next Committee meeting for the sole purpose of reporting the subcommittee's activities.

(v) A Sub-Committee may meet and adjourn, as it thinks fit. Questions arising at any meeting shall be determined by a majority of the members present and in the case of an equality of votes the Chairman shall have a second or casting vote.

Article 6. CLUB BY-LAWS

6. (A) A copy of the current Club By-Laws shall be forwarded to Senior members the Auditor and the Club Honorary Solicitor 35 days prior to the date set for the Annual General Meeting.

6. (B) A General Meeting of members or the Committee may from time to time introduce enlarge amend alter or rescind Club By-Laws ancillary to or for the purpose of carrying out but not inconsistent with these Articles with the provisos that:-

(i) General Meeting resolutions concerning a By-Law shall be special resolutions as provided in Articles 9(B) and 10(B).

(ii) Committee resolutions concerning a By-Law shall be given one month previous notice at a monthly meeting of the Committee and if adopted shall not become effective until Senior members have been notified in writing of the Committee resolution concerning the By-Law.

Article 7. NOTICES

7. (A) A notice may be given by the Club to any member either by post, facsimile or electronically. Where a notice is sent by post, service of the notice shall be deemed to be effected by 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 a letter would be delivered in the ordinary course of post. Where a notice is sent via email, or other electronic means, service of the notice shall be deemed to have been effected at the time of electronic transmission/posting. ^{16 17}

7. (B) At least once each year notice shall be given to each household of Senior member(s) advising that fees are now due. ¹⁸

7. (C) General Meeting notices shall be given to no person other than Senior members the Club Auditors and the Club Honorary Solicitor.

7. (D) Notices to a Junior member shall be addressed to that member care of the Senior member to whom the Junior member is attached and to the Club Register with the mailing

16. Email added in accordance with Special Resolution 1 (m) J. Sperring (2nd) M. Whitehead 42ndAGM 27/3/03

17. Electronic means added in (m) M. Spooner, (2nd) J. Sperring 52nd AGM 21/3/13

18. (m) D. Waller, (2nd) M. Harriman 37thAGM 24/3/98

address of that Senior member. A copy of a notice to a Junior member shall also be sent to the Senior member to whom the Junior member is attached. ¹⁹

Article 8. GENERAL MEETINGS

8. (A) ANNUAL AND EXTRAORDINARY - All General meetings of members shall be called Extraordinary General Meetings other than Annual General Meetings.
8. (B) QUORUM - No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Except as herein otherwise provided fifteen members shall constitute a quorum.
8. (C) NO QUORUM - If within half an hour from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of members shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Committee may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present if not less than ten shall be a quorum.
8. (D) CHAIRMAN - The President shall preside at every General Meeting of the Club or if there is no President present or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the Vice-President shall be the Chairman or if the Vice-President is not present or is unwilling to act then the members present shall elect one of their number to be Chairman of the meeting.
8. (E) ADJOURNMENT - The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for less than 30 days no notice of the adjourned meeting shall be necessary. When a meeting is adjourned for 30 days or more notice of the day date time and place of the adjourned meeting with copy of the deferred business to be transacted shall be forwarded to Senior members the Auditor and the Club Honorary Solicitor 14 days prior to the date of the adjourned meeting.
8. (F) BALLOTS AND RETURNING OFFICER –
- (i) The Committee shall appoint a Returning Officer to take charge of ballots at General Meetings. The Returning Officer shall supervise the issue of ballot papers the safe custody of ballot papers returned the examination of such ballot papers the counting of votes after the ballot is closed and shall report the result of the ballot to the Chairman of the meeting. The decision of the Returning Officer as to the formality or informality of any vote shall be final.

19. Associate deleted in accordance with Special Resolution 1 (m) D. Scott, (2nd) B. Etheredge...
39thAGM 24/2/00

(ii) The Committee may prescribe the manner in which votes are to be marked on the ballot paper or such other matter, as it may deem necessary to secure the secrecy or the propriety of the ballot.

8. (G) VOTING RIGHTS - Only Senior financial members shall exercise any vote or participate in a ballot provided however that the majority of the voting power shall not be held in less than ten persons. ²⁰

8. (H) PROXY VOTING ON BALLOTS - A member entitled to attend and vote at a General Meeting of the Club shall be entitled to appoint another member entitled to attend and vote as a proxy to attend and vote on a ballot. A proxy vote shall be registered as a vote cast by the non-attending member. Proxy forms shall be available from the Secretary and shall be returned to the Secretary duly completed not less than 48 hours prior to the commencement of the meeting at which the ballot is to be taken.

8. (I) VOTING ON RESOLUTIONS -

(i) At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a ballot is demanded by the Chairman or by at least three members present and voting in person.

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

(iii) If a ballot is duly demanded it shall 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 ballot shall be the resolution of the meeting at which the ballot was demanded but a ballot demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith.

(iv) CHAIRMAN'S CASTING VOTE - In the case of an equality of votes whether on a show of hands or on a ballot the Chairman of the meeting at which the show of hands or the ballot takes place shall be entitled to a second or casting vote.

Article 9. ANNUAL GENERAL MEETING

9. (A) DATE - The Annual General Meeting of the Club shall be held in accordance with the provisions of the Act and shall be held between the thirtieth day of November and the first day of May.

20. Associate deleted in accordance with Special Resolution 1 (m) D. Scott, (2nd) B. Etheredge...
39thAGM 24/2/00

9. (B) BUSINESS - All business that is transacted at an Annual General Meeting shall be by special resolution requiring a three fourths majority vote for adoption with the exception of the consideration of the accounts balance sheet and the reports of the Auditors and Committee the election of the Officers and the Committee the appointment of the Auditor and the admission of members.

9. (C) NOTICES - In accordance with Article 7 the Secretary shall notify Senior members and the Auditor at the intervals specified on the following matters with copies relating to the Annual General Meeting:- ²¹

(i) minimum of 35 days prior to the date set for the Annual General Meeting -

- (a) The day date and time of the meeting.
- (b) The closing date for the receipt of nominations for the Officers and the Committee. (28 days before- Article 4(D iii))
- (c) The closing date for the receipt of resolutions for the business paper (28 days before- article 6(A).
- (d) A copy of the current Club By-Laws.
- (e) A copy of the annual amendments of the Article of Association. ²²

(ii) minimum of 7 days prior to the date set for the Annual General Meeting. ²³

- (a) The day date time and place of the Annual General Meeting.
- (b) The business paper for the Annual General Meeting including a list of the names and particulars of the candidates for the Officers and the Committee in accordance with Article 4(D) (iv) and a list of the names and particulars of the candidates for membership in accordance with Article 3(D).
- (c) The procedure for obtaining and returning proxy voting application forms.
- (d) A summary copy of the profit and loss account and balance sheet with the full Auditor's report posted on the Club website (www.imbac.com.au) a minimum of 14 days before the date of the Annual General Meeting in accordance with Article 5(G). ²⁴
- (e) A copy of the Club Annual Report if available for distribution.

Article 10. EXTRAORDINARY GENERAL MEETINGS

21. Club Solicitor removed (m) M. Spooner (2nd) J. Sperring 52nd AGM 21/3/13

22. (m) R. Martin (2nd) K. Charlton 34th AGM 13/12/94

23. 21 days amended to 14 days as per amdt to motion (m) J. Sperring (2nd) P. Meehan 52nd AGM 21/3/13

10. (A) CONVENE - The Committee may at any time for any special purpose convene an Extraordinary General Meeting and it shall do so forthwith upon receipt of a requisition in writing signed by any twelve members and stating the object of the meeting.
10. (B) BUSINESS - All business that is transacted at an Extraordinary General Meeting shall be by special resolution requiring a three-fourths majority vote for adoption.
10. (C) NOTICE - In accordance with Article 7 the Secretary shall notify Senior members the Auditor and the Club Honorary Solicitor twenty one days prior to the date set for the Extraordinary General Meeting of the day date time and place of the meeting and the business to be transacted.

Article 11. AUDIT

A properly qualified Auditor or Auditors shall be appointed and their remuneration fixed and duties regulated in accordance with the Act and Clause 7 of the Memorandum of Association.

Article 12. WINDING UP

The provisions of Clause 6 of the Memorandum of Association relating to the winding up or dissolution of the Club shall have effect and be observed as if the same were repeated in these regulations.

Article 13. INDEMNITY

Every member of the Committee, Auditor Secretary and other Officer for the time being of the Club shall be indemnified out of the assets of the Club against any liability incurred by him/her in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him/her by the Court in respect of any negligence default breach of duty or breach of trust arising out of dealings with matters pertaining to Club business.

Article 14. AMENDMENTS TO MEMORANDUM AND ARTICLES OF ASSOCIATION

The Memorandum and Articles of Association of the Club may be altered to the extent and in the manner provided by the Act.

Article 15. ARTICLES OF ASSOCIATION TO SENIOR AND LIFE MEMBERS EACH 5 YEARS.

That the Honorary Secretary of the Club provide each Senior and Life Member with a copy of the current Articles of Association every five years from 2000. ²⁵

24. Website approved to post financials subject to security (m) M. Spooner (2nd) J. Sperring 52nd AGM 21/3/13

25. (m) R. Martin 2nd K. Charlton 34th AGM 13/12/94

IMBAC Ltd - BY-LAWS - (Last amended 03 December 2015)

1. ANNUAL SUBSCRIPTION

In accordance with Article 3(F) Senior Members shall pay an Annual Subscription as determined by the Committee due 1st January⁶ each year. If not paid by 31st January a late payment fee of \$10 per calendar month shall be levied per until payment is processed, excepting that in the case of Senior Members attaining the age of 65 years, no Annual Subscription shall be payable. Senior Members who are 2 years in arrears with Annual Subscriptions shall be notified of the Committee's intention to act under Article 3(J) "Committee power to expel members". (Approved by Committee 05-06 October 2013 meeting)

2. UNFINANCIAL MEMBERS

In addition to being ineligible to hold office or to be a member of the Committee (Article 4[A]), make a nomination (Article 4[D]), and vote (Article 8[G]), unfinancial members and those attached to an unfinancial member shall forfeit the right to make lodge bookings at member rates and under member conditions and to nominate any person for lodge Guest Membership.

3. MEMBERSHIP NOMINATIONS

Nominations for membership shall be strictly in accordance with the Articles. Nomination forms shall be made available, with the nominator and seconder to be responsible for informing the nominee of Club rules and procedures.

4. LODGE GUEST MEMBERS

Non-member adults and children are able to apply for guest membership or be nominated guest membership by a financial senior member. Guest membership will be valid for the duration of each season. All guest membership applications must be accompanied by relevant fees. All guest membership applications must be approved by the membership sub-committee. Guest Membership may be withdrawn at any time for behaviour not in accordance with the club rules. (Approved by Committee 04 February 2016 meeting)

5. LODGE RULES

Members and Lodge Guest Members shall make themselves conversant with and adhere to the Lodge Rules currently in force and displayed in the lodge.

6. MEMBERSHIP

In accordance with Article 3(B) admittance to Senior, Junior and Life Membership shall be open.

7. HONORARIUMS

The Committee may recommend to an Annual General Meeting that an Honorarium of up to two weeks single accommodation in IMBAC Lodge, at the value equivalent to shoulder rate, following their year of service be granted to anyone or all of the Honorary Secretary, Honorary Treasurer, Booking Officer or other IMBAC member providing significant service to the IMBAC Lodge, at the approval of the Committee. (Approved by Committee 13 December 2012 meeting)

8. NOMINATION FEES

In accordance with Article 3(B) and by recommendation of the Committee, the membership classification nomination fees shall be \$320 for Senior Membership, \$130 for Junior Membership and \$200 for a Junior/Senior elevation (inclusive of GST) and no fee for Life Membership. (Approved by Committee 03 December 2015 meeting)

9. LODGE SKI LOCKERS

At least one ski locker, free of any additional charges except for deposit upon lock and key where supplied by the Club, shall be allocated to each lodge bed for the use of that occupant whilst resident in the lodge. The conditions of responsibility for and insurance cover of skis etc. secured in lockers shall be displayed on the Lodge notice board.

10. NO SMOKING

IMBAC Lodge has a total no smoking policy. Smoking is not allowed on the IMBAC Ltd leasehold.

11. APPLICATION FEE

In accordance with Article 3(F) and by recommendation of the Committee an application fee shall be charged for Senior Membership applications. The amount of the fee will be set by the Committee from time-to-time based on what the Committee deems appropriate for the value of new membership. Exceptions being: The spouse of a Senior Member, with such Senior member being a member of IMBAC Limited for more than five years, and Junior members elevating to Senior membership. Note: Unsuccessful applicants will receive a full refund of the nomination fee and a full refund of the tendered application fee. (Approved by Committee 24 August 2014 meeting)

12. The Committee, and/or the managers empowered by the Committee, can impose any penalty as is appropriate, refuse accommodation or evict members or guests who contravene any Lodge Rule, Club Articles of the Association and/or By Law.

⁶ For 2016 this date has been changed to 1st March; late payment fees will apply from 31st March.