

Companies Act, 1961
A Company Limited by Guarantee

Memorandum
and
Articles of Association

of

NORTHBRIDGE SAILING CLUB LIMITED

NEW SOUTH WALES

CERTIFICATE OF INCORPORATION

OF COMPANY

No. 83588

New South Wales

Companies Act, 1961

(Section 16 (3))

THIS IS TO CERTIFY THAT -

NORTHBRIDGE SAILING CLUB LIMITED is, on and from the Thirtieth day of July, One thousand nine hundred and sixty-four, incorporated under the Companies Act, 1961, that the company is a company limited by shares.

GIVEN under my hand and seal at Sydney, this thirtieth day of July, One thousand nine hundred and sixty four.

(Sgd.) F. J. O. Ryan

Registrar of Companies

Companies Act, 1961

A Company Limited by Guarantee

Memorandum of Association

of

NORTHBRIDGE SAILING CLUB LIMITED

1. The name of the Company is "NORTHBRIDGE SAILING CLUB LIMITED" (hereinafter called "the Club").

2. The objects for which the Club is established are:-

- (a) To promote and encourage the sport of sailing and boating generally and racing among centre-board sailing boats and dinghies in particular.
- (b) To provide and maintain a Club house and boat shed and other conveniences including moorings, landing stages, ramps, slipways, pontoons and jetties for the use of the members for the time being of the Club and to furnish and maintain the same and permit the same to be used by the members of the Club and their invitees either gratuitously or upon such terms as shall be agreed upon.
- (c) To promote and conduct training classes for people interested in the sport of centre-board sailing and boating.
- (d) To promote and conduct races, matches and competitions in relation to sailing and boating and to give or contribute to prizes and trophies and to guarantee prizes and expenses in connection with any such races, matches and competitions consistent with the rules of amateurism and to foster, permit, encourage and support the sports of sailing and boat racing.
- (e) To subscribe to, become a member of and cooperate or amalgamate 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 or amalgamate with 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.

- (f) In furtherance of the objects of the Club to buy, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required by all members of the Club or persons frequenting the Club's premises.
- (g) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes 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.

- (h) 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.
- (i) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Club.
- (j) 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 dependants 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.
- (k) 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.

- (l) To invest and deal with the money of the Club not immediately required in such manner as may be permitted by law for the investment of trust funds.
- (m) 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 entered into by the Club in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Club's property (both present and future) and to purchase, redeem or pay off any such securities.
- (n) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- (o) In furtherance of the objects of the Club to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Club.
- (p) To take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Club's property of whatsoever kind sold by the Club, or any money due to the Club from purchasers and others.
- (q) To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Club but subject always to the proviso in paragraph (g) of this Clause 2.
- (r) 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.
- (s) To print and publish any newspapers, periodicals, books or leaflets that the Club may think desirable for the promotion of its objects.
- (t) 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 shall 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.

- (u) 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.
- (v) 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.
- (w) To make donations for patriotic or charitable purposes.
- (x) 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.
- (y) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club.
- (z) By Articles of Association to divide the membership of the Club into different classes and to discriminate between such classes respecting subscriptions and voting powers and the use and enjoyment of the property of the Club and the privileges of membership and otherwise.
- (za) To make and prescribe rules, regulations and by-laws not inconsistent with the Memorandum and Articles of Association of the Club to be observed by members and others regulating their conduct and enjoyment of the property of the Club and privileges of membership.

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

3. The income and property of the Club, whencesoever 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 of the Club, in return for any services actually rendered to the Club, nor prevent the payment of interest (at a rate not exceeding interest at the

rate for the time being charged by Bankers in Sydney for overdrawn accounts) on money lent, or reasonable and proper rent for premises demised or let by any member to the Club; but so that no member of the council of management or governing body of the Club shall be appointed to any salaried office of the Club, or any office of the Club paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Club to any member of such council or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Club. Provided that the provision last aforesaid shall not apply to any payment to any Company of which a member of the council of management or governing body may be a member and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of such payment.

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 is a member, or within one year after he ceases to be a member, for payment of debts and liabilities of the Club contracted before he ceases to be a member, and of the costs, charges, and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding Five pounds.

6. If upon the winding 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 matters 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 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 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.

8. The full names address and occupations of the Subscribers to the Memorandum of Association are as follows:-

Name, Address, Occupation
JAMES EDWARD CORLETT Consulting Engineer 24 Haughton Street Lane Cove
FRANCIS DEWAR BETHWAITE Scientist 2 Upper Minimbah Road Northbridge
LEONARD WICKINS Civil Technician 7 The Barricade Castlecrag
BRYCE LAWRENCE DOWNES Chartered Accountant 18 Minnamurra Road Northbridge
FREDERICK SHEBESTA Company Secretary 16 Calga Avenue Roseville
GEORGE STAUNTON HOSKINS Mechanic 26 Byora Crescent Northbridge
GORDON NOEL ROBERTSON Sales Manager 17 Wollombi Road Northbridge

9. The Subscribers are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Signature of Subscribers

Witness

J. E. Corlett

W. M. Coffey
Solicitor
9 George Street
PARRAMATTA

F. Bethwaite
L. Wickins

W. M. Coffey
W. M. Coffey

Bryce L. Downes

W. M. Coffey

F. Shebesta

H. Blackeley
8/27 Lavender
Crescent
LAVENDER BAY
Clerk

G. S. Hoskins

W. M. Coffey

Gordon Robertson

J. Fletcher
Flat 302
69 Addison Road
MANLY
Secretary

DATED this 8th day of July 1964.

(As amended by Special Resolutions of 16th July 1971,
5th April 1974 & 24th June 1984).

Companies Act, 1961

A Company Limited by Guarantee

Articles of Association

of

NORTHBRIDGE SAILING CLUB LIMITED

Interpretation

1. In these regulations -

"the Act" means the Companies Act, 1961.

"the Club" means the Northbridge Sailing Club Limited.

"the Unincorporated Club" means the unincorporated body known as "The Northbridge Sailing Club".

"Class" means that type of craft approved from time to time by the Committee of the Club and shall include at the date of incorporation the following:

1. "Vaucluse Junior"
2. "Northbridge Junior"
3. "Lightweight Ant"
4. "Northbridge Senior"
5. "Cherub"

"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.

"Treasurer" means any person appointed to perform the duties of a Treasurer of the Club and includes the Honorary Treasurer.

"State" means the State of New South Wales.

Expressions 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 Interpretations Act of 1897 and of the Act as in force at the date at which these regulations become binding on the Company.

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

Membership

3. (a) The number of members with which the Club proposes to be registered is 300 but the General Committee may from time to time register an increase in members.

(b) There shall be five (5) classes of members -

(i) Ordinary Members, comprising Skippers, Forward Hands and Country Members;

(ii) Family Members;

(iii) Associate Members;

(iv) Life Members;

(v) Honorary Members.

(c) The admission of a person as a Life Member or a Family Member shall, subject to Articles 3(d) and 33 hereof entitle his or her family to enjoy all the privileges of ordinary membership as if they were themselves Ordinary Members. For the purpose of these Articles the family of a member shall mean and include his or her spouse and dependant children;

(d) Only Ordinary Members, Family Members and Life Members who shall have attained the age of sixteen (16) years shall be entitled to vote at any meeting of Members of the Club. Every Ordinary Member shall have one vote and every Life and Family Member shall have two votes both on a show of hands and on a poll;

(e) A person may be admitted as a Life Member of the Club by a General Meeting of Members if his or her admission shall have been recommended by the General Committee PROVIDED THAT not more than two (2) persons shall be admitted as Life Members during any period of one year.

(f) Any person may be admitted by the General Committee as an Honorary Member for a period not exceeding one year PROVIDED THAT there shall not at any one time be more than fifteen (15) Honorary Members of the Club.

A person so admitted will be entitled to such privileges as the General Committee shall determine at the time of his admission.

4. The subscribers to the Memorandum of Association and such other persons as the General Committee shall admit to membership in accordance with these regulations shall be members of the Club.

5. Deleted

6. Every applicant for membership of the Club (other than Life and Honorary Members) shall be proposed by one and seconded by another member of the Club to both of whom the applicant shall be personally known. The application for membership shall be made in writing, signed by the applicant and his proposer and seconder and shall be in such form as the General Committee from time to time prescribes.

7. At the next meeting of the General Committee after the receipt of any application for membership, such application shall be considered by the General Committee, who shall thereupon determine upon the admission or rejection of the applicant. In no case shall the General Committee be required to give any reason for the rejection of an applicant.

8. When an applicant has been accepted for membership the Club Secretary shall forthwith send to the applicant written notice of his acceptance and a request for payment of his entrance fee and first annual subscription. Upon payment of his entrance fee and first annual subscription, the applicant shall become a member of the Club, provided nevertheless that if such payment be not made within two calendar months after the date of the notice, the General Committee may in its discretion cancel the acceptance of the applicant for membership of the Club.

9. The entrance fees, annual subscriptions and other charges payable by any class of members the time and manner of payment thereof and all other matters pertaining thereto not by these Articles specially provided for are as such as shall be provided for by the General Committee.

10. All annual subscriptions shall become due and payable in advance on the 1st day of August in every year.

Cessation of Membership

11. If the subscription of a member shall remain unpaid for a period of two calendar months after it becomes due then the member may after notice of the default shall have been sent to him by the Club Secretary or Honorary Treasurer, be debarred by resolution of the General Committee from all privileges of membership and his name may be removed by the General Committee

from the Register of Members provided that the General Committee may reinstate the member and restore his name to the Register on payment of all arrears if the General Committee thinks fit to do so.

12. A member may at any time, by giving notice in writing to the Club Secretary, resign his membership of the Club but shall continue liable for any annual subscription and all arrears due and unpaid at the date of the resignation and for all other moneys due by him to the Club and in addition for any sum not exceeding **ten dollars** for which he is liable as a member of the Club under Clause 5 of the Memorandum of Association of the Club.

13. If any member shall wilfully refuse or neglect to comply with the provisions of the Memorandum or Articles of Association of the Club or shall be guilty of any conduct which in the opinion of the General Committee is unbecoming of a member or prejudicial to the interests of the Club, the General Committee shall have power to expel the member from the Club and erase his name from the Register of Members provided that at least one week before the meeting of the General Committee at which a resolution for his expulsion is passed the member shall have had notice of such meeting and of what is alleged against him and of the intended resolution for his expulsion and that he shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he may think fit and provided further that any such member may by notice in writing lodged with the Club Secretary at least twenty-four hours before the time for holding the meeting at which the resolution for his expulsion is to be considered by the General Committee elect to have the question of his expulsion dealt with by the Club in general meeting and in that event an extraordinary general meeting of the Club shall be called for the purpose and if at the meeting a resolution for the expulsion of the member be passed by a majority of two-thirds of those present and voting (such vote to be taken by ballot) the member shall be expelled and his name removed from the Register of Members.

General Meetings

14. Deleted

15. An Annual General Meeting of the Club shall be held in accordance with the provisions of the Act. All general meetings, other than the Annual General Meetings, shall be called Extraordinary General Meetings.

16. Any member of the General Committee may whenever he thinks fit convene an extraordinary general meeting, and extraordinary general meetings shall be convened by such requisitionists as provided by the Act.

17. Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, **fourteen days** notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place the day and the hour of meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive notices from the Club.

18. All business shall be special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance-sheets, and the report of the General Committee and Auditors, the election of officers and other members of the General Committee in the place of those retiring, and the appointment and fixing of the remuneration of the Auditors.

Proceedings at General Meetings

19. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, **ten members present in person shall be a quorum**. For the purposes of this Article, "member" includes a person attending as a proxy or as representing a corporation which is a member.

20. 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 General 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 (being not less than two) shall be a quorum.

21. The Commodore shall preside as Chairman at every general meeting of the Club or if there is no Commodore, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act then the Vice Commodore shall be the Chairman or if the Vice Commodore is unwilling to act then the members present shall choose one of their number to be Chairman of the meeting.

22. 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 thirty days or more, notice of the adjourned meeting shall

be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

23. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded -

- (a) by the Chairman; or
- (b) by at least three members present in person or by proxy.

Unless a poll 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 book containing the minutes of the proceedings of the Club 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 poll may be withdrawn.

24. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith.

25. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

26. Subject in all respects to Article 3(d) the manner of exercising votes at general meetings of the Club shall be as follows:-

A vote may be exercised in person or by proxy or by attorney, provided that the vote of a Life Member or a Family Member may, in the absence of that Life Member or Family Member, be exercised by a member of the family of that member who is present and has attained the age of sixteen (16) years. Subject to Article 27 a vote by proxy or attorney may not be exercised on a show of hands.

27. A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by his Committee or by his trustee or by such other person as properly has the management of his estate, and any such committee, trustee or other person may vote by proxy or attorney.

28. No member shall be entitled to vote at any general meeting if his annual subscription shall be more than one month in arrears at the date of the meeting.

29. The instrument appointing a proxy shall be in writing (in the common or usual form) under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy must be a member of the Club. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

30. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or in a form as near thereto as circumstances admit:-

NORTHBRIDGE SAILING CLUB

I,
of
being a member of the abovenamed Club, hereby appoint
of
as my proxy to vote for me on my behalf at the (annual or extraordinary, as the case may be) general meeting of the Club, to be held on the
day of 19 and at
any adjournment thereof.

Signed this day of 19 .

This form is to be used * in favour of the resolution.
against

* Strike out whichever is not desired. (Unless otherwise instructed, the proxy may vote as he thinks fit.)

31. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Club, or at such other place within the State as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

32. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation as aforesaid has been received by the Club at the registered office before the commencement of

the meeting or adjourned meeting at which the instrument is used.

General Committee and Officers

33. The General Committee of the Club shall be elected annually by ballot at the Annual General Meeting of the Club from the Life Members, Ordinary Members and Family Members of the Club and the spouses and dependent children of the Life and Family Members of the Club who shall have attained the age of eighteen (18) years and who shall have been a member of the Club or the spouse or dependant child of a Life or Family Member of the Club for at least twelve (12) months. Only one member of the persons covered by any Life or Family Membership shall be eligible for election to the General Committee at any one time and if more than one member of that unit shall be nominated for election to the General Committee at any one election the person to stand for election shall be determined by lot by the Returning Officer.

33A. There shall be six (6) directors of the Club who shall constitute the General Committee and shall consist of the following officers:-

The Commodore
The Vice Commodore
The Rear Commodore
The Treasurer
The Club Secretary
The Public Relations Officer

The General Committee shall itself appoint a member of the Club to the office of Company Secretary who shall be entitled to attend all meetings of the General Committee and the General Committee may revoke or alter that appointment from time to time.

The Chairman of the Social Committee, shall be entitled to attend and vote at all meetings of the General Committee. The officers of the club named in Article 42 shall be entitled to attend all meetings of the General Committee and the General Committee may invite any other member of the Club to attend any meeting of the General Committee.

34. Deleted.

35. Any member of the General Committee including the Commodore who shall have been a member of the General Committee for five (5) consecutive years shall not be eligible for nomination to the General Committee for the next following year but will again be eligible after the lapse of one year.

36. Deleted.

37. The election of officers and other members of the General Committee shall take place in the following manner:-

- (a) Nominations to the General Committee must be made and seconded by two (2) members of the Club who are eligible to vote.
- (b) The nomination, which shall be in writing and signed by the member and his proposer and seconder shall be lodged with the Company Secretary at least fourteen (14) days before the annual general meeting at which the election is to take place.
- (c) A list of the candidates' names in alphabetical order, with the proposers' names, shall be posted in a conspicuous place in the registered office of the Club for at least seven (7) days immediately preceding the annual general meeting.
- (d) Balloting lists shall be prepared (if necessary) containing the names of the candidates only in alphabetical order, and each member present at the annual general meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.
- (e) In case there shall not be a sufficient number of candidates nominated the General Committee shall fill up the remaining vacancy or vacancies.

38. The Club may from time to time by ordinary resolution passed at a general meeting increase or reduce the number of officers or other members of the General Committee.

39. The General Committee shall have power at any time and from time to time, to appoint any person to the General Committee, either to fill a casual vacancy or as an addition to the existing officers or other members of the General Committee but so that the total number of officers or other members of the General Committee shall not at any time exceed the number fixed in accordance with these regulations. Any officer or other member of the General Committee so appointed shall hold office only until the next following annual general meeting.

40. The Club may by ordinary resolution remove any officer or other member of the General Committee before the expiration of his period of office, and may by an ordinary resolution appoint another person in his stead; the person so appointed shall hold office only until the next following annual general meeting.

41. The office of a member of the General Committee shall become vacant if the member:-

- (a) ceases to be a member of the General Committee by virtue of the Act;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes prohibited from being a Director of a company by reason of any order made under the Act;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (e) resigns his office by notice in writing to the Club;
- (f) for more than six months is absent without permission of the General Committee from meetings of the General Committee held during that period;
- (g) holds any office of profit under the Club;
- (h) ceases to be a member of the Club; or
- (i) 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.

Powers and Duties of the General Committee

42. The business of the Club shall be managed by the General 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 General Committee which would have been valid if that regulation had not been made. The General Committee shall upon the recommendation of the Sailing Committee appoint from the members of the Club

the following officers of the Club and from time to time revoke or alter those appointments:

- (i) Sailing Captain;
- (ii) Class Captain and Assistant for each class of craft sponsored by the Club;
- (iii) Race Secretary;
- (iv) Starter;
- (v) Measurer;
- (vi) Handicapper;
- (vii) Safety Officer;
- (viii) Assistant Training Captain.

The General Committee may appoint from the members of the Club such other officers as it shall deem necessary and may from time to time revoke or alter these appointments.

43. The General 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.

44. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two members of the General Committee or in such other manner as the General Committee from time to time determine.

45. The General Committee shall cause minutes to be made:-

- (a) of all appointments of officers and servants;
- (b) of the names of members of the General Committee present at all meetings of the Club and of the General Committee; and
- (c) of all proceedings at all meetings of the Club and of the General Committee.

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.

Proceedings of the General Committee

46. The General Committee may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A member of the General Committee may at any time and the Secretary shall on the requisition of a member of the General Committee summon a meeting of the General Committee.

47. Subject to these regulations questions arising at any meeting of the General Committee shall be decided by a majority of votes and a determination by a majority of the members of the General Committee shall for all purposes be deemed a determination of the General Committee. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.

48. A member of the General Committee shall not vote in respect of any contract or proposed contract with the Club in which he is interested, or any matter arising thereout, and if he does so vote his vote shall not be counted.

49. The **quorum** necessary for the transaction of the business of the General Committee shall be **three (3)** or such greater number as may be fixed by the General Committee.

50. The continuing members of the General Committee may act notwithstanding any vacancy in the General 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 General Committee, the continuing member or members may act for the purpose of increasing the number of members of the General Committee to that number or of summoning a general meeting of the Club, but for no other purpose.

51. The Commodore shall preside as Chairman at every meeting of the General Committee, or if there is no Commodore, or if at any meeting he is not present within ten minutes after the time appointed for holding the meeting, the Vice Commodore shall be Chairman or if the Vice Commodore is not present at the meeting then the members may choose one of their number to be Chairman of the meeting.

52. (a) The General Committee shall appoint from the members of the Club as sub-committees a Sailing Committee and a Training Committee and any other Sub-committees it may consider desirable;

(b) The Commodore, the Vice Commodore, the Sailing Captain, the Class Captains and Assistant Class Captains, the Race Secretary, the Starter, the Measurer, the Handicapper and the Safety Officer shall be ex officio members of the Sailing Committee;

- (c) The Training Captain and the Assistant Training Captain shall be ex officio members of the Training Committee;
 - (d) The Sailing Committee shall be responsible for the sailing activities of the Club. The Training Committee shall be responsible for the training activities of the Club. Any other sub-committees shall be responsible for such matters as shall be delegated to it by the General Committee;
 - (e) The Sailing Committee, the Training Committee and any other sub-committee shall have delegated to them by the General Committee such powers as the General Committee shall consider necessary to enable them to properly perform their delegated function PROVIDED THAT the committees and sub-committees shall carry out their responsibilities and exercise their powers subject to the overall control of the General Committee which may intervene if it thinks fit and further provided that decisions in respect of the following matters must be made by the General Committee:-
 - (i) Any matters whatever relating to the Club's finances including the expenditure of any money by the Club;
 - (ii) The purchase, sale, lease, mortgage or any other dealing whatever with any real or personal property;
 - (iii) An alteration in or addition to the classes of craft to be sponsored by the Club.
53. (a) The Vice Commodore, if present, shall be the Chairman of Meetings of the Sailing Committee and the Training Officer, if present, shall be the Chairman of Meetings of the Training Committee;
- (b) Subject as aforesaid the Sailing Committee and the Training Committee and any other sub-committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman of the meeting.
54. A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the Chairman shall have a second or casting vote. A sub-committee shall cause minutes to be made of all its

proceedings at all its meetings.

55. All acts done by any meeting of the General Committee or of a sub-committee or by any person acting as a member of the General Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the General Committee or person acting as aforesaid, or that the members of the General 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 General Committee.

56. A resolution in writing signed by all the members of the General Committee for the time being entitled to receive notice of a meeting of the General Committee, shall be as valid and effectual as if it had been passed at a meeting of the General Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the General Committee.

57. Deleted.

Seal

58. The General Committee shall provide for the safe custody of the seal, which shall only be used by the authority of the General Committee or of a sub-committee of members of the General Committee authorised by the General Committee in that behalf, and every instrument to which the seal is affixed shall be signed by a member of the General Committee and shall be countersigned by the Company Secretary or by a second member of the General Committee or by some other person appointed by the General Committee for the purpose.

Accounts

59. The General Committee shall cause proper accounting and other records to be kept and shall distribute copies of balance sheets as required by the Act provided however that the General 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 a date not more than three months before the date of the meeting.

60. The General Committee shall from time to time determine in accordance with Clause 7 of the Memorandum of Association at what 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 General Committee, and no member (not being a member of the General Committee) 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 General Committee or by the Club in general meeting.

Audit

61. A properly qualified Auditor or Auditors shall be appointed and his or their remuneration fixed and duties regulated in accordance with Sections 9, 165, 166 and 167 of the Act and Clause 7 of the Memorandum of Association.

Notices

62. A notice may be given by the Club to any member either personally or by sending it by post to him at his registered address, or (if he has no registered address within the State) to the address, if any, within the State supplied by him to the Club for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time the letter would be delivered in the ordinary course of post.

63. (1) Notice of every general meeting shall be given in any manner hereinbefore authorised to:-

(a) every member except those members who (having no registered address within the State) have not supplied to the Club an address within the State for the giving of notices to them; and

(b) the Auditor or Auditors for the time being of the Club.

(2) No other person shall be entitled to receive notices of general meetings.

Winding-up

64. 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.

Indemnity

65. Every member of the General Committee, auditor, secretary and other officer for the time being of the Club shall be indemnified out of the assets of the Club against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.

66. The Club colours shall be sky blue and white.

67. The Club badge shall be an elongated white "N" on a sky blue background with the gold initial "S" above and the gold initial "C" below the "N".

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

Signature of Subscribers	Witness to Signatures
J. E. Corlett	W. H. Coffey
F. Bethwaite	W. H. Coffey
L. Wickins	W. H. Coffey
Bryce L. Downes	W. H. Coffey
F. Shebesta	H. Blackeley 8/27 Lavender Crescent Lavender Bay Clerk
G. S. Hoskins	W. H. Coffey
Gordon Robertson	J. Fletcher Flat 302 69 Addison Road Manly Secretary

DATED this 8th day of July, 1964.