

COMPANIES ACT 1961

MEMORANDUM OF ASSOCIATION OF MORNINGTON YACHT CLUB

- 1 The name of the company is the "Mornington Yacht Club" (herein after called "the Club")
- 2 The objects for which the Club is established are :-
 - a) To promote, foster and encourage the sport of sailing, cruising yacht racing and other athletic sports and pastimes.
 - b) To provide boating facilities, grounds and buildings and acquire land for the use of members of the Club in connection with the objects of the Club and to provide a Club house, pavilions, conveniences, and other facilities and to furnish same and permit the use of them gratuitously or for pay.
 - c) To take over the funds and other assets and the liabilities of the present unincorporated Club known as the "Mornington Yacht Club".
 - d) To provide grounds, sheds and other buildings, piers and other jetties, ships anchorages, navigation installations and other facilities for the use of members in the care, attention, maintenance and use of their yachts, boats and other crafts.
 - e) To hold, arrange, conduct or promote alone or with other races, regattas and other functions applicable to yachts, boats and the like craft and other sporting events, trials and competitions and provide or contribute towards the provision of prizes, awards and distinctions. Provided that no member of the Club shall receive any prize, award or distinction except as a successful competitor at any match, sporting event, trial or competition held or promoted by the Club or to the cost of the holding or promotion of which the Club may have subscribed out of its income or property and which under the regulations affecting the said match, sporting event, trial or competition may be awarded to him.
 - f) To subscribe to, become a member of and co-operate with any other club, association or organization, 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 organization 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.
 - g) 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 the members of the Club or persons frequenting the Club's facilities.

- 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 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, workmen 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 dependants 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, subsidize 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 in such manner as may be permitted by law for the investment of trust funds.
- 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 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.
- 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, lease, 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, 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.
- r) 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 (h) of this clause 2.
- 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 newspaper, 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 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.
- 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 authorized 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 authorized 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.
- z) 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.

The provisions of the Third Schedule of the Companies Act 1961 shall not apply to the Company and the foregoing provisions of this paragraph shall be read and constructed without reference to the provision of that schedule. Provided that the association shall not support with its funds or endeavour to impose on or procure to be observed by its members or others any regulation or restriction which is an object of the association would make it a trade union within the meaning of the Trade Unions Act 1958.

- 3 The income and property of the association whencesoever derived, shall be applied solely towards the promotion of the objects of the association 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 members of the association; provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the association or to any member of the association in return for any services actually rendered to the association nor for goods supplied in the ordinary and usual way of business, nor prevent the payment of interest at a rate not exceeding the rate for the time being fixed for the purpose of this paragraph by the articles of association on money borrowed from any member of the association or reasonable and proper rent for premises demised or let by any member to the association but so that no member of the council of management or governing body of the association shall be appointed to any salaried office of the association or any office of the association paid by fees and that no remuneration or other benefit in money or money's worth shall be paid or given by the association 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 association.
- 4 No addition, alteration or amendment shall be made to the objects of the association as set out in paragraph 2 or to or in the regulations contained in the articles of association for the time being in force unless the same shall have been previously submitted to and approved by the Attorney-General of the State of Victoria.
- 5 The third, fourth and ninth paragraphs of this Memorandum of Association contain conditions upon which a licence is granted by the Attorney-General to the association in pursuance of the provisions of s.24 of the Companies Act 1961 of the said State. For the purpose of preventing any evasion of the provisions of the said paragraphs the Attorney-General may from time to time on the application of any member of the association and on giving notice to the association of his intention so to do and after affording the association an opportunity of being heard in opposition thereto, within such time as may be specified in such notice, impose further conditions which shall be duly observed by the association.
- 6 The liability of the members of the association is limited.

- 7 Every member of the association undertakes to contribute to the asset of the association in the event of its being wound up while he is a member or within one year afterwards for payment of the debts and liabilities of the association contracted before the time at which he ceases to be a member, and the costs charges and expenses of winding up and for an adjustment of the rights and contributories among themselves such an amount as may be required not exceeding Ten pounds.
- 8 If upon the winding up or dissolution of the association there remains after satisfaction of all its debts and liabilities any property, whatsoever, the same shall not be paid to or distributed amongst the members of the association but shall be given or transferred to some institution or institutions having objects similar or in part similar to the objects of the association 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 association under or by virtue of the third paragraph there of, such institution or instructions to be determined by the members of the association at or by the time of dissolution, and in default thereof by such judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter.
- 9 True accounts shall be kept of the sums of money received and expended by the association and the matter in respect of which such receipt or expenditure takes place and of the property, credits and liabilities of the association and subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with regulations of the association for the time being shall be open to the inspection of the members. Such accounts shall upon the written request of the Attorney-General be made available for inspection by him or by anyone authorised in writing by him for the purpose. Once at least in every year the accounts of the association shall be examined by one or more properly qualified auditor or auditors.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names and addresses Of subscribers	Occupation of subscribers	No. of shares taken by each
Geoffrey Weston SUTCLIFFE 17 Keam Street EAST IVANHOE	Dental Surgeon	one
Maxwell George RODD 22 Hopetoun Road TOORAK	Company Director	one
Alwyn Bertram COWLE Esplanade MORNINGTON	Accountant	one

John Graham WATTS Queen street MORNINGTON	Joiner	one
Barry Reginald CHITTS 113 Patterson road, MOORABBIN	Electrical Engineer	one
Lewis Russell WHARINGTON 1 Butler Street MORNINGTON	Purchasing Officer	one
Eric MAIZEY 18 Gourie Street FRANKSTON	Sales Manager	one
Ronald Alexander MCGREGOR Watts Road HASTINGS	Accountant	one
Richard Brisbane TAUBERT 102 Tanti Ave MORNINGTON	Stock and Station Agent	one
Kenneth George BILHAM 11 Inglis Street MORNINGTON	School Teacher	one
Arthur Henry DIXON 2 Pippin Avenue, SYNDAL	Retd. Army Officer	one
David Nicholson HAWKINS C/- The Clinic, Main Street, Mornington	Medical Practitioner	one
	Total Shares Taken	Twelve

DATED the twenty-fifth day of September 1964

Witness to Signatures

A. Dixon

**ARTICLES OF ASSOCIATION
OF
MORNINGTON YACHT CLUB**

1 Interpretation- In these regulations-
“the Act” means the Companies Act 1961;

“the Club” means the Mornington Yacht Club;

“the Unincorporated Club” means the unincorporated body known as the “Mornington Yacht Club” whose funds and other assets and liabilities the Club is authorised to take over by Clause 2 (c) of the Memorandum of Association;

“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 Victoria;

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 Acts Interpretation Act 1958 and of the Act as in force at the date at which these regulations become binding on the Company.

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

MEMBERSHIP

3 Number. The number of members with which the Club proposes to be registered is 600 but the Committee may from time to time register an increase of members.

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

Categories of membership. Any nominated person is eligible for membership. The Annual General Meeting shall have the power to determine the numbers in each category for that year. There shall be the following classes of members subject to variation by the committee for the time being.

(1) Senior A Senior Member shall be of or over the age of 19 years at the beginning of the Club year (1st July). Such member shall be entitled to vote at meetings, hold office and to enjoy all the privileges of the Club.

(ii) Intermediate has been deleted.

(iii) Social Membership The social member shall be a person who does not wish to sail in Club events excepting Thursday evenings but who wishes to enjoy the benefits of the clubhouse facilities.

(iv) Students A Student Member shall be under the age of 25 years at the beginning of the Club year and shall satisfy the Committee that he is a full or part-time student. A Student Member shall pay the same fees as an Intermediate Member.

Associate Membership has been deleted.

(v) Family Members of a family unit shall be eligible to be elected as Family Members. A family unit shall comprise, a husband and/ or wife and / or children eligible to be elected as Youth or Student Members. Both husband and wife being Senior members, shall be eligible to vote at Club meetings.

(vi) Limited Membership A limited member shall be open to a person who wishes to crew in Club events but does not have voting rights, may not serve as an officer of the Club and only has access to Clubhouse facilities.

(vii) Honorary Life The Committee may elect a member as an Honorary Life Member of the Club in consideration for special services rendered to the Club. Such election shall be subject to confirmation at the next General Meeting by a 75% majority of members voting. Honorary Life Members will be entitled to vote, to hold office and to all privileges of the Club without payment of an annual subscription. Removal of names of Honorary Life Members from the Roll of Members shall be by General Meeting after recommendation by the committee and notice to all members.

(viii) Honorary Members Any two members of the Committee may appoint a person as an Honorary Member of the Club. Such membership will be for a fixed period and will be subject to confirmation at the next committee meeting but will terminate at the end of the Club year when terminated by the Committee. Such Members are not entitled to vote nor have any interest in Club funds or property.

(ix) Youth Membership for persons eighteen & under at the beginning of the club year (1 July) who have no voting rights or key access but who may participate fully in Club activities and use Club facilities and services. Keys may be issued at the committee's discretion.

(x) Concession, Honorary & Temporary Memberships

a) Senior and Senior Family members over the age of 65 be given a 20% reduction in membership subscriptions.

b) A person shall not;

(bi) be admitted as an honorary or temporary member of the club; or

(bii) be exempted from the obligation to pay the ordinary subscription for membership of the club- Unless the person is of a class specified in the rules and the admission or exemptions is in accordance with the rules.

4A Non-Members Visitors or Guests

- Any visitor MUST be introduced and accompanied by a Senior Member.
- The name and address of visitors MUST be entered in the Visitors Book provided in the upstairs entrance foyer. The accompanying member shall countersign the entry in the Visitors' Book and enter his/her membership (key) number in the space provided.
- A member introducing a visitor shall be responsible for the visitor's conduct whilst on the premises and shall require that visitor to leave the premises immediately upon being requested to do so by a Committee person or the Bar Manager
- A Member shall introduce no more than (5) visitors on any one day. this restriction shall not apply to the spouse or children of a member.
- A visitor will not be supplied with liquor in the Club premises unless In the company of a Senior Member

5 Property. If the whole of the funds and other assets of the Unincorporated Club becomes the absolute property of the Club forthwith after its Corporation then every person who at the date of incorporation of the Club is a member of the Unincorporated Club and who on or before the 15th day of September, 1964 agrees in writing to become a member of the Club shall be admitted by the Committee to membership of the Club. Every member of the Club who previously to his agreeing to becoming a member of the Club has paid his subscriptions due on the 1st of July, 1964 as a member of the Unincorporated Club, shall not be liable to pay any further sums by way of annual subscriptions to the Club for the period prior to the 30th day of June, 1965

6 Applicants. Every applicant for membership of the Club (other than the subscribers to the Memorandum of Association and members of the Unincorporated Club referred to in Article 5) shall be proposed by one Senior Member and seconded by another Senior 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 accompanied by the prescribed nomination fee, and shall be in such form as the Committee from time to time prescribes.

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

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

9 Nomination. (Entrance Fee) and Annual Subscription.

Nomination fees for new members will be paid with the nomination form and shall not be refundable if not admitted. Nomination fees shall not be payable by new members who are financial members of Clubs where reciprocal agreements are available. On election to the Club new members will pay the Annual Subscription within two months of being notified of their election.

Debentures

Series A. Series A debentures will be deleted.

Series B. Series B debentures will be deleted.

FEES for 1977-78 season

Membership Category	Nomination	Annual Subs.	Debentures
Senior	\$150	\$50	\$100
Intermediate	\$ 30	\$25	-
Junior	\$20	\$15	-
Family Unit	\$160	\$85	\$100

Senior, Family and Limited nominations – May be refundable at the discretion of the Committee if not admitted. These fees and subscriptions payable by members of the club such as the Club in General Meeting shall from time to time prescribe

10 One Date. All annual subscriptions shall become due and payable in advance on the 30th day of June in every year.

CESSATION OF MEMBERSHIP

- 11 Non payment If the subscriptions of a member shall remain unpaid for a period of two calendar months after it becomes due then notice of his default shall be sent to him by Certified Mail by the Honorary Secretary or Honorary Treasurer and the defaulting member's name shall be posted on the Club notice-board for a period of one calendar month and if at the expiration of this period his subscriptions shall still remain unpaid he shall be debarred by resolution of the Committee from all privileges of membership and his name shall be removed by the Committee from the Register of Members. The Committee may reinstate the Member and restore his name to the Register on payment of all arrears if the Committee thinks fit to do so.
- 12 Resignation. A Member may at any time by giving notice in writing to the Secretary resign his membership of the Club but shall continue liable for any annual subscriptions and all arrears due and unpaid at the date of his resignation and for all other monies due by him to the Club and in addition for any sums not exceeding Ten pounds for which he is liable as a Member of the Club under Clause 7 of the Memorandum of Association of the Club.
- 13 Non-Compliance. If any member shall willfully 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 Committee is unbecoming of a member or prejudicial to the interest of the Club the 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 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 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 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 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) and the Member shall be expelled and his name removed from the Register of Members.

GENERAL MEETING

- 14 First Meeting. The first general meeting shall be held at such time, not being less than one month nor more than three months after the incorporation of the Club and at such place as the Committee may determine.
- 15 Annual Meeting. 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 Meeting, shall be called extraordinary general meetings.
- 16 Extraordinary General Meetings. Any member of the Committee may whenever he thinks fit convene an extraordinary general meetings and extraordinary general meetings shall be convened on such requisition or in default may be convened by such requisitionists as provided by the Act.
- 17 Notice. Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, seven days' notice at the least (exclusive of the day on which the notice is served, or deemed to be served, but inclusive of the day for which notice is given) specifying the place the day and the hour of the meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Club.
- 18 Business. 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 reports of the Committee and Auditors, the election of officers and other members of the Committee in the place of those retiring, and the appointment and fixing of the remuneration of the Auditors

PROCEEDINGS AT GENERAL MEETING

- 19 Quorum. 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, seven members present in person shall be a quorum. For the purposes of this article "member" includes a person attending as a proxy or as a representing a corporation which is a member.
- 20 Absence of 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, half an hour from the time appointed for the meeting, the members present (being not less than six) shall be a quorum.

- 21 The senior Flag Officer present shall preside at every general meeting of the Club or if there is no Flag Officer, 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 members present shall elect one of their number to be chairman of the meeting.
- 22 Adjournment. The Chairman may, with the consent of the 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 business to be transacted at an adjourned meeting.
- 23 Voting. 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 seven 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 Poll. If a poll is duly demanded it shall be taken in such manner and either at one 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 the question of adjournment shall be taken forthwith.
- 25 Casting Vote. 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 poll is demanded shall be entitled to a second or casting vote.
- 26 Vote. A Member may vote in person or by proxy or by attorney and on a show of hands every person present who is a Member or a representative of a Member shall have one vote on a poll every member present in person or by proxy or by attorney or by other duly authorised representative shall have one vote.

- 27 Mental Health. 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 property has the management of his estate, and any such Committee, trustee or other person may vote by proxy or attorney.
- 28 Unfinancial. No Member shall be entitled to vote at any general meeting if his annual subscriptions shall be more than one month in arrears at the date of the meeting.
- 29 Proxy Instruments. The instruments 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 appointer is a corporation, either under the seal or under the hand of the officer or attorney duly authorised. A proxy may but need not 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 Form of Proxy. 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 a form as near thereto as circumstances admit:-

Mornington Yacht Club

I, _____ of _____ being a member of the abovenamed Club, hereby appoint _____ of _____ or failing him _____ 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 20_____ and at adjournment thereof.

Signed this _____ day of _____ 20_____

X in favour of

This form is to be used _____ the resolution. _____ Against

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

- 31 Deposit of Proxy. 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 Proxy Note 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 instruments 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.

COMMITTEE AND OFFICERS

- 33 The officers of the Club shall consist of four Flag Officers (Commodore, Vice-Commodore, Rear Commodore and Club Captain in order of seniority) and Executive Officers (Honorary Treasurer and Honorary Secretary) all of whom shall be senior members of the Club.
- 34 The following subscribers to the memorandum of association shall constitute the First Committee and the first officers shall be as set out below:-

Commodore	Mr. G. W. Sutcliffe (Geoffrey Weston) 17 Keam Street, East Ivanhoe
Vice Commodore	Mr. M. G. Rodd (Maxwell George) 22 Hopetown Road Toorak
Rear Commodore	Mr. B. R.Chitts (Barry Reginald) 113 Patterson Road Moorabbin
Honorary Secretary	Mr. A. H.Dixon (Arthur Henry) 2 Pippin Avenue Syndal
Honorary Treasurer	Mr. A. C. Cowle (Alwyn Bertram) "Colwyn" Esplanade Mornington
Committee Members	Mr. J. G. Watts (John Graham) Queen Street Mornington

Mr. L. R. Wharington
(Lewis Russell George)
1 Butler Street
Mornington

Mr. E. Maizey
(Eric)
18 Gourie Street
Frankston

Mr. R. A. McGregor
(Ronald Alexander)
Watts Road
Hastings

Mr. R. B. Taubert
(Richard Brisbane)
102 Tanti Avenue
Mornington

Mr. K. L. Bilham.
(Kenneth George)
11 Inglis Street
Mornington

Mr. D. N. Hawkins
(David Nicholson)
C/- The Clinic, Main Street
Mornington

They shall all retire at the first general meeting but shall be eligible for re-election.

- 35 Subsequent Committee Thereafter the Committee shall consist of all the officers and seven other members of the Club elected as herein provided. If a retiring Commodore is not re-elected to that position such retiring Commodore shall be an ex-officio member of the Committee (with full voting rights) for a period of twelve months following his retirement from office of the Commodore. The title of such retiring Commodore for such period shall be "Immediate Past Commodore".
- 36 Election. At the first general meeting of the Club and at the annual general meeting of the Club in each year thereafter the officers and other members of the Committee shall be elected from among the members and such officers and other members of the Committee shall hold office until the next annual general meeting when they shall retire but they shall be eligible for re-election.

- 37 Mode of Election. The election of officers and other members of the Committee shall take place in the following manner:-
- (a) Any two Members of the Club shall be at liberty to nominate any other Member to serve as an officer or other member of the Committee.
 - (b) The nomination, which shall be in writing and signed by the member and his proposer and seconder, shall be lodged with the Secretary at least fourteen 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' and seconders' names, shall be posted in a conspicuous place in the registered office of the Club for at least seven 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 Committee shall fill up the remaining vacancy or vacancies.
- 38 Numbers. The Club may from time to time by ordinary resolution passed at general meeting increase or reduce the number of officers or other members of the Committee.
- 39 Appointment. The Committee shall have power at any time, and from time to time, appoint any person to the Committee, either to fill a casual vacancy or as an addition to the existing officers or other members of the Committee but so that the total number of officers or other members of the Committee shall not at any time exceed the number fixed in accordance with these regulations. Any officer or other member of the Committee so appointed shall hold office only until the next following annual general meeting.
- 40 Removal. The Club may by ordinary resolution remove any officer or other member of the 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 Ceasing to be a Committee Member. The office of a member of the Committee shall become vacant if the member:-
- (a) Ceases to be a Member of the 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 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 Committee from meetings of the 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 the 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 COMMITTEE

- 42 Management. 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, 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.
- 43 Powers. 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, liabilities, or obligation of the club.

44 Cheques, Bills etc. 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 Committee or in such other manner as the Committee from time to time determine.

45 Minutes. The Committee shall cause minutes to be made;-

(a)of all appointments of officers and servants;

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

(c)of all proceedings at all meetings of the Club and of the Committee.

Such minutes shall be signed by the Chairman of the meeting at which the proceedings were held by the Chairman of the next succeeding meeting.

PROCEEDINGS OF THE COMMITTEE

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

47 Majority. 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 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.

48 Members' Interest. 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 thereout, and if he does so vote his voice shall not be counted.

49 Quorum. *The quorum for the transaction of the business of the Committee shall be seven or such greater number as may be fixed by the Committee.*

50 Continuing Members. 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.

- 51 The senior flag officer shall preside as chairman at every meeting or if there are no Flag Officers or if at any meeting they are not present within ten minutes after the time appointed for holding the meeting then the members may choose one of their number to be chairman of the meeting.
- 52 Delegation. The Committee may delegate any of its powers to a sub-committee consisting of such members or member of the Committee as they think fit; any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Committee.
- 53 Sub-committee Chairman. A 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 may choose one of their number to be chairman of the meeting.
- 54 Sub-committee business. 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.
- 55 Acts of Committee and sub-committee. 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 persons acting as aforesaid, or that the members of the Committee or any of them were duly appointed and was qualified to be a member of the Committee.
- 56 Resolution in writing. A resolution in writing signed by all members of the Committee for the time being entitled to receive notice of a meeting of the Committee, shall be as valid and effectual as if had been passed at the meeting of the 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 Committee.

SECRETARY

- 57 Appointment. The Secretary shall in accordance with the Act be appointed by the Committee for such term, at such remuneration and upon such conditions as it thinks fit; and any secretary so appointed may be removed by it. Nothing herein shall prevent the Committee from appointing a member of the Club as Honorary secretary and any member so appointed shall forthwith become an officer of the Club and if not already a member of the Committee, ex officio a member of the Committee and he shall be subject to the provisions of Clause 3 of the memorandum of association.

SEAL

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

ACCOUNTS

- 59 Accounts. The Committee shall cause proper accounting and other records to be kept and shall distribute copies of every profit and loss account and balance-sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditors' report there on as required by the Act provided, however that 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 Inspections. The Committee shall from time to time determine in accordance with Clause 9 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 Committee, and no Member (not being a member of the Committee) shall have any right of inspecting any account book or paper of the Club except as conferred by statute or by Clause 9 of the memorandum of association or authorised by the Committee or by the Club in general meeting.

AUDIT

- 61 Auditor. A properly qualified Auditor or Auditors shall be appointed and his or their remuneration fixed and duties regulated in accordance with Sections 8, 165, 166 and 167 of the Act and Clause 9 of the memorandum of association.

CLUB FLAGS

- 62 The Club Burgee will be red, white and royal blue. The ratio of the hoist to the fly of the burgee will be 2:3. The top half of the pennant shall be red and the bottom half royal blue. A triangular piece of white will be let in from the hoist or mast side of the pennant. The apex of the triangle will be at a point $\frac{5}{18}$ th of the length of the fly from the hoist.

The Commodore's Flag shall be the Club's Burgee swallow-tailed. The Vice Commodore's Flag shall be the Club's Burgee swallow-tailed with a royal blue disc in the upper corner near the hoist. The Rear Commodore's Flag shall be the Club's Burgee swallow-tailed, with a royal blue disc on both upper and lower corners. The Club Captain's Flag shall be the Club Burgee swallow-tailed with a royal blue anchor emblem in the upper corner near the hoist. The Past-Commodore's Flag shall be the Club Burgee swallow-tailed with royal blue crossed-telescopes emblem in the lower corner near the hoist. No member shall, under any pretence whatsoever hoist the Club Burgee on board any vessel, yacht or boat not on the Club Register, under penalty of expulsion. This rule does not apply to boats or dinghies belonging to the Club yachts or vessels made use of by the Club for regattas or other special occasions, of the flying of his flag by a Flag Officer on a vessel which he is aboard.

NOTICES

63 Service of Notice 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, repaying, 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 it's posting, and in any other case at the time at which the letter would be delivered in the ordinary course of the post.

64 Persons entitled to notice.

(1) Notice of every 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 Winding-up. The provisions of clause 8 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 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 in defending any proceedings, whether civil or criminal, in which judgement 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.