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Treasurer

THE REDCLIFFE AERO CLUB

MASTER COPY

MEMORANDUM AND ARTICLES ASSOCIATION

FULLY AMENDED TO 23 OCTOBER 2008

“THE COMPANIES ACTS 1961 TO 1964”

MEMORANDUM OF ASSOCIATION

OF

“THE REDCLIFFE AERO CLUB”

1. The name of the company (hereinafter called the “Club”) is THE REDCLIFFE AERO CLUB.
2. The objects for which the club is established are :-
 - a) To acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as “THE REDCLIFFE AERO CLUB”.
 - b) To promote the science of aeronautics (which expression in the Memorandum and the Articles Association shall mean and include flying of aircraft, gliding, parachute jumping and all other sciences and pastimes similar there to) and to provide facilities for persons interested in aeronautics and to encourage social intercourse between the members of the Club.
 - c) To establish maintain and conduct an Aero Club for the accommodation of the members of the Club and their guests and generally afford to them all the usual privileges and advantages conveniences and accommodation of a Club.
 - d) To acquire by purchase lease or otherwise any lands buildings tenements or premises and maintain the same for aeronautics and to build or otherwise provide houses, dormitories, pavilions, dwelling houses, bungalows, hangars, workshops, sheds, garages and other conveniences in connection therewith and to furnish alter and enlarge repair uphold and maintain the same and to permit the same to be used by members and employees of the Club and others either gratuitously or for payment.
 - e) To manage, improve and maintain all or any part of the lands, buildings, tenements or premises of the Club and to demise underlet exchange sell or otherwise licence or deal with or dispose of the same either together or in portions for such consideration as the Club may think fit and in particular for shares debentures or securities of any company purchasing the same
 - f) To purchase take exchange or otherwise acquire and hold aircraft, aerial conveyances and airships of every description or any share of interest in the same and to maintain repair and improve offer sell exchange or let out to hire or charter or otherwise deal with or dispose of any aircraft, aerial conveyances or airships or shares thereof.

- g) To charter, hire, build or otherwise acquire aircraft aerial conveyances or airships of any description parachutes and equipment, motor cars and all equipment and furniture and to employ the same in the property and assets so to be purchased or acquired and aforesaid and for the purposes of the members of the Club.
- h) To insure with any other company or person against loss and liability of all kinds which may affect this Club.
- i) To sell improve manage develop lease mortgage exchange dispose of turn to account or otherwise deal with all or any part or parts of the property and effects of the Club.

To provide facilities either alone or in conjunction with any other body for instruction in the science of aeronautics and flying and to organise the provision of aircraft for hiring by qualified pilot members of the Club and the provision of aircraft for hiring or charter by qualified pilots, or by any other company or association for command by qualified pilots.

- j) To hire and employ all classes of persons considered necessary for the purpose of the Club and to pay them and to all other persons in return for services rendered to the Club salaries wages gratuities and pensions.
- k) To promote and hold either alone or jointly with any other association, Club or person or persons meetings competitions matches and air pageants for the display of aeronautics and to offer give to contribute towards prizes medals and awards therefore and to promote, give or support dinners balls concerts and other entertainments.
- l) To establish or promote or assist in establishing or promoting and to subscribe to or become a member of any other association or Club (and whether incorporated or not) whose objects are similar or classed as similar to the objects of the Club for the establishment or promotion of which may be beneficial to the Club provided that no subscription be paid to any such other Association or Club out of the funds of the Club except bona fide in furtherance of the objects of the Club.
- m) To organise social events for Club members, entertain members of kindred Clubs, and where appropriate assist in the organisation of social events for members of the aviation and local communities.
- n) To make available light refreshments required by members of the club during association of members on aero club business.
- o) To invest the monies of the club not immediately required upon such securities as may from time to time be thought fit.
- p) To take any gift or property whether subject to any special trust or not for any one or more of the objects of the Club.

- q) 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.
- r) To print and publish any news papers periodicals books or leaflets that the Club may think desirable for the promotion of its objects.
- s) To borrow and raise money in such manner as the Club may think fit.
- t) To undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to any of the objects of the Club.
- u) To subscribe to any local or other charities and to grant donations for any public purpose and to provide a superannuation fund for the paid employees of the Club or otherwise to assist any such paid employees their dependants.
- v) To amalgamate with any companies institutions societies or Associations having objects altogether or in part similar to those of this Club.
- w) 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 this club is authorised to amalgamate.
- x) To transfer all or any part of the property assets liabilities and engagements of this Club to any one or more of the Companies Institutions Societies or Associations with which this Club is authorised to amalgamate.
- y) The doing of all such other lawful things are incidental or conducive to the attainment of the above objects.

The provisions of the Third Schedule to the “Companies Acts 1961 to 1964” shall not apply to the Club and the forgoing provisions of this paragraph shall be read and construed without reference to the provisions of that schedule.

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 the way of profit to the members of the club: Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the club or to any member of the club in return for any services actually rendered to the club 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 charged by bankers in Brisbane for overdrawn accounts or money lent, or reasonable and proper rent for the 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 government 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 of 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. No Addition, alteration or amendment shall be made to the objects of the Club 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 Crown Law Officer of the State of Queensland.
5. The third, fourth and ninth paragraphs of this memorandum of association contain conditions upon which a license is granted by the Crown Law Officer of Queensland to the Club in pursuance of the provisions of Section 24 of "The Companies Acts 1961-1964" of the said state. For the purpose of preventing any evasion of the provisions of the said paragraphs the Crown Law Officer may from time to time on the application of any member of the Club and on giving notice to the Club of his intention so to do and after affording the club 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 Club.
6. The Liability of the members of the club is limited.
7. Every member of the club undertakes to contribute to the assets of the club in the event of it being wound up while he is a member or within one year afterwards for payment of the debts and liabilities of the club 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 of contributories among themselves such amount as may be required not exceeding TWENTY DOLLARS (\$20.00).
8. If upon 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 amongst the members of the club but shall be given or transferred to some

institution or institutions having objects similar or in part similar to the objects of the club and which shall prohibit the distribution of its or their income and property amongst it or their members to an extent at least as great as is imposed on the club and by virtue of the third paragraph 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 a Judge of the Supreme Court of Queensland and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.*

9. True accounts shall be kept of the sums of money received and expended by the club and the matter in respect of which such receipts or expenditure takes place and of the property, credits and liabilities of the club and subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with the regulations of the Club for the time being shall be open to the inspection of the members. Such accounts shall upon the written request of the Crown Law Officer 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 Club shall be examined by one or more properly qualified auditor or auditors.

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*"Object". Refer to NOTIFICATION OF INTENTION adopted by resolution
At the Eighth Annual General Meeting
Page ii Record of Amendments

----- oOo -----

INTENTIONALLY

LEFT

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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.

Name and Address	Signature
George Alexander Scouller Douglas Landsborough Avenue SCARBOROUGH QLD 4020 Medical Practitioner	Sgd. G A S DOUGLAS
Arthur Brian Kerr 6 Clifford Street WOODY POINT QLD 4019 Airline Pilot	Sgd. A B KERR
Kenneth Robert Glanville 13 Joyce Street REDCLIFFE QLD 4020 Commonwealth Public Servant	Sgd. K R GLANVILLE
Robert Frank Moore Cnr Moran and Tuckfield Streets LAWNTON QLD 4501 Architect	Sgd. R F MOORE
Norman Douglas Thurecht 92 Anzac Avenue REDCLIFFE QLD 4020 Air Charter Proprietor	Sgd. N D THURECHT
Garth Coulson West 10 Woodcliffe Crescent WOODY POINT QLD 4019 Dental Surgeon	Sgd. G C WEST
Rallwin Roy Kassulke 228 King Street CLONTARF QLD 4019 Airline Pilot	Sgd. R R KASSULKE
Collin Bainbrigge 33 Sydney Street REDCLIFFE QLD 4020 Sales Manager	Sgd. C BAINBRIGGE

Witness to the above signatures.

Sgd. TNR MISSO

“THE COMPANIES ACTS 1961-1964”

ARTICLES OF ASSOCIATION

OF

“THE REDCLIFFE AERO CLUB”

INTERPRETATION

1. These articles shall be construed with reference to the provisions of “The Companies Acts 1961-1964”, and the terms used in these articles shall be taken as having the same respective meaning as they have when used in the Act.
2. The number of members which the company (hereinafter called the “Club”) proposes to be registered is One Thousand.
3. The committee may from time to time register an increase of members.
4. The club is established for the purposes expressed in the Memorandum of Association.
5. Only persons of age 18 years or over shall be qualified to be admitted as a member of the club.
6. The first members of the club shall be:-
 - (a) The signatories to the Memorandum of Association and these Articles; and
 - (b) Every person of the full age of twenty-one years who at the registration of the Club shall be a member of the unincorporated Club known as “THE REDCLIFFE AERO CLUB” and who shall on or before the thirteenth day of November,1970 agree in writing to become a member of the Club.

MEMBERSHIP OF THE CLUB

7. The committee shall have power to elect as members of the Club upon such terms as subject to such regulations or restrictions as to numbers or otherwise the committee may from time to time deem advisable :-
 - (a) Ordinary members being men and women interested in the science of aeronautics who shall be entitled to all the privileges of the club. Subject to majority decision of the Committee, the Club may elect to reduce or waive membership entrance charges or membership fees where special circumstances are deemed to exist.
 - (b) Honorary Student Pilot members being men and women awaiting or undergoing flying training by the club, who shall not be required to pay entrance fees or subscriptions not shall they have any vote in the

management of the club nor shall they be entitled to be elected as officers of the Club or members of the committee or to vote in any general meeting of the club, but in all other aspects they shall be entitled to all the rights and subject to all the duties of members of the Club.

- (c) Persons of distinguished positions or attainments and members of distinguished attainments who have rendered special services to the Club may be elected honorary Life Members by those present at an Annual General Meeting and such persons so elected shall be entitled to vote and be elected an officer of the Club or member of the committee
 - (d) Temporary Members, being men and women only temporarily resident in the Redcliffe district, such membership being for a period not exceeding one month. Candidates for Temporary Membership must be proposed by a member of the Club and seconded by a member of the committee.
8. Every candidate for membership of the Club must be nominated by a proposer and seconder, both of whom are members of the Club. Every application for membership shall be made on the form prescribed from time to time. Applications for membership of the Club must be accompanied by a remittance of the entrance fee and the annual subscription fee due.
 9. Election for membership of the Club shall be by the committee, who shall vote by ballot, if necessary. A record (hereinafter referred to as the “members admission book”) shall be kept by the secretary of the Club. This book may be kept in hardcopy format or as an appropriately secure computer file. Upon admission to the Club the new member’s name shall be entered in this book by the secretary. No name shall be erased from the “members admission book” except by order of the committee and such order will be duly entered in the minutes.
 10. Notice in writing of admission to membership of the Club shall be sent through the post to each new member by the secretary. In the event of an application being refused admission to membership, the entrance fee and/or annual subscriptions paid shall be refunded.
 11. No member whose subscription is in arrears shall be entitled to vote at any meeting of the Club.

MEMBERSHIP FEES AND SUBSCRIPTIONS

12. The entrance fees and annual subscriptions payable by members of the Club shall be such as the committee shall from time to time prescribe, provided that, until the committee shall otherwise resolve, such entrance fees (subject to Article 6 hereof) and annual subscriptions shall be as follows :-

Entrance Fees:	\$10.00
Annual Subscription:	\$ 5.00

All annual subscriptions shall become due and payable in advance on the first day of the Club’s financial year. The committee may at its discretion charge members joining after

the commencement of the financial year such proportion of the annual fee as it may think fit. The committee may at any time or times suspend the payment of entrance fees.

13. In the event of an application being refused admission to membership, the entrance fee and/or annual subscription so paid shall be refunded.
14. Any member whose annual subscription remains unpaid after three calendar months of becoming due shall cease to be a member of the Club but shall remain legally liable for any commitments, financial or otherwise to the Club.
15. The committee may reinstate a member of satisfactory grounds being shown for the failure of payment.
16. A member on paying his subscription and entrance fee is hereby considered to have submitted himself to these presents and on these conditions alone is entitled to enjoy the advantage and privileges of the Club.

COMMUNICATIONS TO MEMBERS

17. All communications to members shall be delivered to such members personally or sent to the address given on the application form for admission unless the secretary is otherwise directed in writing and any notice sent by post to such address be deemed to have been duly delivered. In proving service by post it shall be sufficient to prove that the letter containing the Notice was properly addressed and put into a post office or postal letter box.

JUNIOR PILOT AND JUNIOR STUDENT PILOT SPONSORSHIP

18. The Club may sponsor junior pilots and junior student pilots being men and women not of the full age of eighteen years and allow such junior pilots the use of the flying and training facilities of the Club and the facilities of the club house with the exception of the bar provided that the rights and privileges so conferred on such junior pilots and junior student pilots do not violate any of the provisions of those memorandums and Articles of Association or any provisions of the Queensland Liquor Act.

RESIGNATION OF MEMBERS

19. Any member wishing to resign his membership shall give notice in writing of this wish to the secretary.

RIGHTS OF MEMBERS

20. Subject to the express provisions of these Articles and to the Memorandum of Association and to any by-laws for the time being in force made by the committee as hereinafter provided, all members of the Club shall be entitled at all times to use in common all the premises and property of the Club and to be supplied, at such charges as the committee shall from time to time determine, with such meals, refreshments and things as are provided by the Club for the use of its members.

21. Every member shall be entitled (subject to any by-laws for the time being in force made by the committee as hereinafter provided) to all the rights and be subject to all the duties of a member of the Club, including the right to be elected as an officer of the Club, or to attend or vote at any general meeting of the Club, provided however that no member shall be entitled to nominate for the office of President unless he has within the preceding 5 years served on the management committee of the Club and provided further that no member who is a full time paid employee of the Club or a full time permanent paid Director of any company holding a flying school licence shall be entitled to nominate for the position of office bearer for the Club.
22. (Deleted)
23. Notwithstanding any of the provisions in Articles of Memorandum of Association contained it is hereby provided that :-
- (a) No liquor shall be sold or supplied or consumed on the premises of the Club on any days or during such hours or sold or supplied or permitted to be consumed by such persons as are prohibited by Act of Parliament or lawful proclamation.
 - (b) No payment shall be made to any officer or employee of the Club by way of commission or allowance from or upon the receipts of the Club for liquor sold or supplied.
 - (c) No liquor shall be sold or supplied neither shall the Club permit or suffer liquor to be consumed on its premises by a person under or apparently under the age of eighteen years, a person in a state of intoxication, a habitual drunkard, a mentally sick person or a person reasonably suspected to be mentally sick or a prohibited person.

RIGHTS OF GUESTS

24. No guest is to be on the premises or property on the Club except under such conditions as from time to time prescribed by the committee.
25. A guest shall not be supplied with liquor in the Club premises unless on the invitation and in the company of a member. It is hereby expressly provided that the limitations imposed by paragraph 23 (a) (b) and (c) of these Articles shall apply to each and every guest of the Club.

TERMINATION OF MEMBERSHIP

26. If any member is adjudicated, bankrupt or shall make a composition or enter into a scheme or arrangement under the Bankruptcy Acts he shall thereupon cease to be a member of the Club, but the committee may, in exceptional cases, reinstate him without entrance fee.
27. In the event of any member being charged by a member of the committee with conduct which the committee may consider unsportsmanlike and ungentlemanly or prejudicial to the interests of aeronautics, or the Club, he may be called before the committee and

failing a satisfactory explanation he may be cautioned, suspended, required to resign or be expelled. In addition to the penalties incurred under any competition rules, additional penalties may be inflicted as provided above.

28. In the event of a grave breach of the rules by a member of the Club, or of conduct on the part of a member rendering it, in the opinion of the committee, desirable that he should cease to be a member he shall be called before the committee and failing a satisfactory explanation he may be cautioned, suspended, required to resign or expelled.
29. The committee shall be specifically summoned to consider questions under either of the two preceding Articles and notice shall be sent to the member at least seven days prior to the meeting, and before coming to a decision the committee shall hear any evidence or explanation which such member may desire to give, together with any evidence in support of such explanation tendered by him. No member shall be cautioned, suspended, required to resign or expelled unless the resolution be carried by at least two-thirds of the members of the committee present. In the event of a member being dealt with under the provisions of the preceding clause there shall be no refund of any entrance fee of subscription.
30. Any member expelled, suspended or otherwise dealt with by the committee in accordance with these Rules, or otherwise ceasing to be a member of the Club may have a right of appeal to a Special General Meeting of the Club. A member so appealing shall within a period of thirty (30) days hand to the secretary a requisition in terms of these regulations calling such Special General Meeting. In the event of an appeal being lodged within the stipulated time, the order of the committee shall be suspended until such appeal is dealt with.

CLUB GENERAL MEETING

Annual General Meeting

31. The Club shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Club and that of the next. Provided that so long as the Club holds its first Annual General Meeting with eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the committee shall appoint. The notice convening the meeting shall state time and place of such meeting and the business to be transacted shall be posted to members by the secretary at least ten (10) clear days prior to the date of such meeting.
32. Notice of Motion for the Annual General Meeting must be received by the secretary not less than twenty-one days prior to the meeting and must be signed by at least three members.
33. No business not included in the notice shall be discussed at the Annual General Meeting, without the permission of the meeting.

SPECIAL GENERAL MEETING

34. A special General Meeting of the club shall only be held by direction of the committee or at the request of the President or on a written request to the secretary signed by no fewer than five percent of financial members of the club and such direction or written request shall state the purpose for which such meeting is to be held, and at such Special General Meeting (which shall be held within one calendar month after receipt by the secretary of such direction or request) no matters shall be taken into consideration except those specified in the notice convening the same. The secretary shall send to every member notice of the date, place and object of such special meeting not less than fourteen clear days PRIOR to the date of the meeting.
35. If within half an hour from the time appointed for a meeting a quorum is not present, the meeting- if convened upon requisition of members- shall be dissolved; in any other case it shall stand adjourned to the same day in the following week at the same place and time, and if at such adjourned meeting a quorum is not present, it shall be held provided a quorum of the committee is present.

QUORUM AND CHAIRMANSHIP AT GENERAL MEETINGS

36. The quorum at an Annual or Special General Meeting shall be ten members. At an Annual or Special General Meeting the President or in his absence the Vice President shall preside and shall have a second or casting vote. In the absence of the President and Vice President the meeting shall elect some other member of the Committee to preside.

ADJOURNMENT OF GENERAL MEETINGS

37. The chairman, may with the consent of any General Meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned Special General Meeting other than the business left unfinished at the meeting from which the adjournment took place.

VOTING RIGHTS OF MEMBERS

38. A member of the Club entitled to attend and vote at a meeting of the club or at a meeting of any class of members of the club, shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of the member at the meeting and a proxy appointed to attend and vote instead of a member shall also have the same right as the member to speak at the meeting, but except as herein provided a proxy shall not be entitled to vote except on a poll.
39. At every General Meeting a resolution put to the vote of meeting shall except where otherwise specifically provided by these Articles, be decided upon a show of hands by a numerical majority of the members present in person and entitled to a vote, unless before or upon the declaration of the result of the show of hands a poll be demanded by the chairman of the meeting, or by any five members present in person and entitled to vote and unless a poll be demanded a declaration by the chairman of the meeting that a resolution has been carried, or negatived thereat shall be conclusive and an entry to that effect in the minutes of the Club shall be sufficient evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.

OBJECTION TO VOTES

40. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

COMMITTEE

41. The governing Committee shall consist if at least five and no more than eight members, at least three of whom will be Office Bearers and the rest General Members. The Office Bearer roles will be a President, a Vice-President, a Secretary, and a Treasurer. One and only one Committee member may perform two of the Office Bearer roles. Unless elected to the Committee in a capacity other than President, the Retiring President shall be eligible to be a member of the committee in an advisory role only and as such shall not be eligible for any voting rights on the Committee. This person will be designated "Immediate Past President". The committee is to manage the business of the Club and to this end it is to hold meetings at intervals of at least once each calendar month.

42. The first officers of the Club shall be:-

President	- DR G A S DOUGLAS
Vice President	- MR A B KERR
Secretary	- NR K R GLANVILLE
Treasurer	- MR R F MOORE

And they together with Mr N D Thurecht, Mr G West, Mr R Kassulke, and Mr C Bainbrigge shall be the first committee of the Club.

43. No committee member or officer of the Club, other than the secretary, shall receive any remuneration for his services in the capacity of committee member or officer, but nothing herein contained shall be deemed to prohibit the payment by the Club of any sum to any Honorary Secretary for clerical or other assistance.
44. At every Annual General Meeting of the club, the officers and any Committee member who has served for two consecutive years shall retire from office. The officers and retiring committee members shall be eligible for re-election at the same or any other general meeting of the Club. Provided however that the holder of any Office Bearer role(s) shall be entitled to hold any of those roles for only three successive terms, whether such terms be for a full year or part thereof. The holder of such Office Bearer role(s) may, after expiry of one term in which he did not hold any such roles shall be entitled to election in that/those Office Bearer roles. Of the members of the committee including office bearers at least five shall be qualified pilots of aircraft who hold or have held an Australian Pilot's license.

45. Any two members of the Club shall be at liberty to nominate any other member to serve as an officer or committee member of the Club. The name of each member so nominated, together with the names of his proposer the seconder, shall be sent in writing to the secretary of the Club at least twenty-one days before the Annual General Meeting, with an endorsement thereon that the nominee is willing to accept nomination. A list of the candidate's names in alphabetical order, with the proposers' and seconds' names, shall be posted in conspicuous place in the club house when available for at least seven days immediately preceding the Annual General Meeting.
46. Not less than ten days before the Annual General Meeting a ballot paper shall be posted to each member of the Club and it shall be returned in such a manner as shall ensure its being in the hands of the secretary not less than twenty-four hours before the time fixed for the Annual General Meeting. The ballot paper shall contain the names of candidates for election to the committee arranged in alphabetical order. The same type shall be used for all names. The word "Pilot" shall be printed after the name of each candidate so qualified under Article 44. In the event of the number of candidates not exceeding the number of vacancies no ballot paper shall be sent and the candidates so nominated shall ipso facto be elected.
47. In case there shall not be a sufficient number of candidates, or if the number of declared nominees is five but less than eight, nominations may be accepted from the floor at the General Meeting to fill up the remaining vacancy or vacancies.
48. If two or more candidates again obtain an equal number of votes, the committee shall elect such candidates or candidates by a show of hands from the floor. Should this still result in an equal number of votes, the Committee shall elect such candidate or candidates by lot.
49. No ballot paper on which the number of candidates voted exceeds the number of vacancies or which is received by the secretary later than 24 hours before the times fixed for the Annual General Meeting shall be valid.
50. The President shall appoint a Returning Officer who shall examine and count the votes for the candidates in the presence of no less than 3 scrutineers and the Returning Officer Shall report the result to the meeting in writing.

CASUAL VACANCIES IN COMMITTEE

51. All casual vacancies arising among the officers or other committee members of the Club shall be filled by the committee, except the office of the President. Any such officer or committee member so appointed shall retire at the following Annual General Meeting, but shall be eligible as a candidate for election as an officer or committee member at such Annual General Meeting. The vice President shall be virtue of his office act as President until the next Annual General Meeting. However, a Special General Meeting may be called for the election of a President and if needs be for other officers if the person so elected already holds another office.

DISQUALIFICATION OF COMMITTEE MEMBERS

52. The office of a member of the committee shall become vacant if he:-

- (a) ceases to be a member of the Club;
 - (b) Become bankrupt or insolvent;
 - (c) Is found lunatic or becomes of unsound mind;
 - (d) sends his resignation in writing to the secretary;
 - (e) absents himself from three consecutive meetings of the committee without leave of absence;
 - (f) is indebted to the Club other than for subscriptions in any sum of money for the period of longer than two months; or
 - (g) if his office is declared vacant by resolution of a General Meeting.
53. The Club may at any Special General Meeting called for that purpose on or at a General Meeting provided due notice of motion has been given by a majority of two-thirds of the members voting remove any officer or member of the committee of the club before the expiration of his period of office and may by resolution appoint another person in his stead. The person so appointed shall hold office during such time only as the person whose place he is appointed would have held the same if he had not been removed.
54. The committee shall meet at such times and places as it may arrange, and a special meeting may be summoned any time by the President, or on requisition signed by three members of the committee.
55. The quorum of the committee shall be four.
56. The president shall be chairman of the committee. In the absence of the President the Vice President shall be the chairman of the committee and in the absence of the President and Vice President the committee shall at any committee meeting have the power to elect a temporary chairman who shall hold office only until the termination of the meeting.
57. In the event of an equality of votes of the committee the chairman shall have a casting vote as well as a deliberative vote.

DUTIES AND POWERS OF THE COMMITTEE

58. The committee 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 Articles required to be exercised in the club in General meeting, subject nevertheless to any regulations of these articles, 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 regulations made by the club in General Meeting shall invalidate any prior act of the Committee which would have been valid if the regulation had not been made.

MAINTENANCE OF RECORDS

59. The committee shall cause full and accurate minutes to be made in books provided for the purpose:-

- a) of all appointments of officers made by the committee;
- b) of all names of the committee members present at each meeting of the committee and of any committee; and
- c) of all regulations and proceedings at all meetings of the club and of the committee, and of sub-committees.

Every committee member present at any meeting of the committee shall sign his name in the book to be kept for that purpose and any such minute of such a meeting if purporting to be signed by the chairman thereof, or by the chairman of the next succeeding meeting of the same body, shall be sufficient evidence without any further proof of the facts therein stated.

BORROWING POWERS

60. The committee may exercise all the powers of the club to borrow money, and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as a security for any debt, liability or obligation of the Club or of any third party.

APPOINTMENT OF ATTORNEY

61. The committee may from time to time and at any time by the power of Attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the committee, to be the attorney or attorneys of the club for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the committee under these Articles) and for such a period and subject to such conditions as they may think fit and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the committee may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

ENDORSEMENT OF NEGOTIABLE INSTRUMENTS

62. All cheques, promissory notes, drafts, bills or exchange and other negotiable instruments, and all receipts for moneys paid to the club, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the committee shall from time to time by resolution determine.

DISPOSAL OF CLUB ASSETS

63. The committee members of the club shall not, without sanction of a general meeting of the club, demise, underlet, exchange sell or otherwise dispose of all or any part of the lands, buildings, tenements, or hereditaments of the club.

FORMATION OF BRANCHES

64. The committee may authorise formation of any branch or branches in any district, and any such branch may elect its own officers and branch committee, and any such branch committee shall then have authority to exercise such power in such district as the committee may delegate to it.

INTRODUCTION OF BY-LAWS

65. The committee of the Club shall have power from time to time to make, alter and repeal all such by-laws as they deem necessary or expedient or convenient for the proper conduct and management of the Club, and in particular, but not exclusively, they may by such by-laws regulate :-

- a) The admission of temporary members of the club, and the rights and privileges of such members;
- b) The terms and conditions upon which honorary guests, children of members of the club, visitors, and members of the before-mentioned unincorporated club who shall refuse or neglect to become members of the Club, shall be permitted to use the premises and property of the club;
- c) The times of opening and closing the club house and premises of the club, or any part thereof;
- d) The rules to be observed and prizes to be played for by members of the club playing any games on the premises of the club;
- e) The prohibition of particular games on the premises of the club entirely or at any particular time or times;
- f) The conduct of members of the Club in relation to one another and to the clubs servants;
- g) The setting aside of the whole or any part or parts of the clubs premises for any class or classes of members, at any particular time or times or for any particular purpose or purposes;
- h) The imposition of fines for the breach of any by-laws or any Article of Association of the Club;
- i) The procedure at general meetings of the committee of the club;
- j) And, generally all such matters as are commonly the subject-matter of club rules.

The committee shall adopt such means as it deems sufficient to bring to the notice of members of the club all such by-laws, alterations and repeals, and all such by-laws as long as they shall be in force, shall be binding upon all members of the club. Provided, nevertheless that no by-law shall be inconsistent with, or shall affect or repeal anything contained in the

Memorandum or Articles of Association of the Club, and that any by-law may be set aside by a Special Resolution of a general meeting of the Club.

MAINTENANCE OF ACCOUNTS

66. The committee shall cause true accounts to be kept of all sums of money received and expended by the Club, and of the matters in respect of which such receipt and expenditure takes place, and of all the property, credits, and liabilities of the club.
67. The committee shall at every ordinary meeting of the Club lay before the Club a statement of the income and expenditure of the Club for the period commencing from the previous meeting, and also a balance sheet covering the same period, together with a report of the committee as to the state and progress of the Club. The committee shall at every such meeting and at every Annual General Meeting of the Club and at such further or other times as required subject to the provisions of paragraph 9 of the Memorandum of Association lay open the books of account for the inspection of members.
68. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Club in general meeting, together with a copy of the auditor's report, shall not less than ten (10) days before the date of the meeting be sent to every member of, and every holder of debentures of, the Club. Provided that this Article shall not require a copy of these documents to be sent to any person whose address the Club is not aware of or to more than one of the joint holders of any debenture.

CALLS UPON MEMBERS

69. The committee may, with the sanction of a general meeting from time to time call upon the members to contribute funds for the general purpose of the Club or any special purpose and each member shall pay every call so made to the persons and at the times and places appointed by the committee, but no member shall be called upon to pay more than TWENTY DOLLARS in any one year. A call shall be deemed to be made at the time when the resolution of the committee making the same was passed. Thirty days' notice shall be given of such call.

AUDIT

70. An auditor or auditors shall be appointed and their duties and powers regulated in accordance with the provisions of "The Companies Acts 1961 to 1964".

SUB COMMITTEES

71. The committee may appoint sub-committees and may delegate to them such power as it may think fit to prescribe in the terms of reference. Such sub-committees may include persons who are not members of the committee or of the Club.
72. Sub-committees shall appoint their own chairman except where in special cases the committee may otherwise order.
73. The quorum of sub-committees shall be fixed by the terms of reference.

74. Sub-committees shall report to the committee and their decision shall be subject to confirmation of the committee except in cases where they are given full power to act.
75. The committee may appoint additional members to or fill vacancies on any sub-committee.
76. The President and in his absence the Vice President shall be ex officio members of every committee and sub-committee.

THE CLUB SEAL

77. The committee shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the committee previously given and in the presence of two committee members at the least one of them shall be either the President or the Secretary, who shall sign every instrument to which the Seal is affixed, and every such instrument shall be countersigned by the President or some other person appointed by the committee.

PATRON

78. The Club may appoint a patron, who need not be a member of the Club.

USE OF CLUB ADDRESSES

79. No member shall use or allow to be used the name of the Club in any advertisement, prospectus or business announcement other than as the holder of the Club's certificate or awards. The name or address of the Club shall not be given by a member as his address or otherwise for the purpose of identification in connection with legal proceedings.

ALTERATION OF ARTICLES

80. Any alteration of the Articles shall be by Special Resolution of the Club and shall be subject to the provisions of paragraph 4 of the Memorandum of Association of the Club.

INDEMNITY OF OFFICERS

81. Subject to the provisions of "The Companies Act 1961 to 1964" every officer agent or servant of the Club shall be indemnified out of its funds against all costs charges expenses leases and liabilities incurred by him in the conduct of the Club's business or in the discharge of his duties and every manager or officer of the Club or any person employed by the Club as auditor shall be indemnified out of the funds of the Club against all liability incurred by him as such manager, officer or auditor 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 an appeal under the provisions of the "Companies Act" in which relief is granted to him by the court.

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SPECIAL NOTICE

82. Wherever the context so admits or requires the masculine, feminine and neuter genders shall be interchangeable and each shall extend to and include the other gender or genders as the case may require and the singular number shall extend to and include the other gender or genders as the case may require and the singular number shall extend to and include the plural number and the plural number shall extend to and include the singular number.

We, the several persons whose names and addresses are subscribed hereunder being the subscribers to the Memorandum of Association of the Club hereby agree to the foregoing Articles of Association.

NAME AND ADDRESS	SIGNATURE
George Alexander Scouller Douglas Landsborough Avenue SCARBOROUGH Qld 4020 Medical Practitioner	Sgd. G A S Douglas
Arthur Brian Kerr 6 Clifford Street WOODY POINT Qld 4019 Airline Pilot	Sgd. A B Kerr
Kenneth Robert Glanville 13 Joyce Street REDCLIFFE Qld 4020 Commonwealth Public Servant	Sgd. K R Glanville
Robert Frank Moore Cnr Moran and Tuckfield Streets LAWNTON Qld 4501 Architect	Sgd. R F Moore
Norman Douglas Thurecht 92 Anzac Avenue REDCLIFFE Qld 4020 Air Charter Proprietor	Sgd. N D Thurecht
Garth Coulson West 10 Woodcliffe Crescent WOODY POINT Qld 4019 Dental Surgeon	Sgd. G C West
Rallwin Roy Kassulke 228 King Street CLONTARF Qld 4019 Airline Pilot	Sgd. R R Kassulke
Colin Bainbridge 33 Sydney Street REDCLIFFE Qld 4020 Sales Manager	Sgd. C Bainbrigge

Witness to the above signature.

Sgd. T N R Misso
Solicitor
Redcliffe

23 Anzac Avenue
REDCLIFFE

REGISTERED in the Office of the Registrar of Companies at Brisbane in the State of Queensland,

This Twenty-second day of September 1970.

Sgd.
DEPUTY REGISTRAR OF COMPANIES
BRISBANE

----- oOo -----

INTENTIONALLY

LEFT

BLANK

THE REDCLIFFE AERO CLUB
APPLICATION FOR MEMBERSHIP

SURNAME: _____ CHRISTIAN NAMES: _____
(Block Letters)

ADDRESS: PHONE.....
..... (Business)
.....
Postcode (Private)

PROFESSION OF OCCUPATION:

FLYING EXPERIENCE (if any)

I, hereby apply to be elected a member of THE REDCLIFFE AERO CLUB as follows:

Member	Temporary Member	Honorary Student Pilot Member
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Cross out that NOT applicable

In consideration of my being elected a member I agree to be bound by the terms and conditions contained in the Memorandum of Articles of Association of THE REDCLIFFE AERO CLUB and its Rules and By-laws from time to time in being.

Date: Signature of Applicant:.....

NOMINATION – We the undersigned state that we know the applicant personally and believe him to be a suitable person to be a member of THE REDCLIFFE AERO CLUB.

PROPOSED: SECONDED

Club No: Club No:

Date Date:

FOR CLUB USE ONLY

Date of Acceptance:
Club No:
Badge No:

Secretary / /

ARTICLES OF ASSOCIATION
OF
“THE REDCLIFFE AERO CLUB”
MEMBERSHIP OF THE CLUB

Article 8: Quote – “Every candidate for membership of the Club must be nominated by a proposer and seconder both of whom are members of the Club and to both of whom the candidate shall be well and favourably known. Every application for membership shall be made on the prescribed form. The name and address of the candidate shall be posted in the registered office of the Club for ten (10) days before the nomination is dealt with by the Committee. Applications for membership must be accompanied by a remittance of the entrance fee and shall be on the form as annexed hereto (Annex A) or on such other form as the Committee may from time to time approve.”

THE REDCLIFFE AERO CLUB

APPLICATION FOR SPONSORHIP

JUNIOR PILOTS AND JUNIOR STUDENT PILOTS
NOT OF THE FULL AGE OF EIGHTEEN YEARS

SURNAME: _____ CHRISTIAN NAMES: _____
(Block Letters)

ADDRESS: PHONE.....
..... (Business)
.....
Postcode (Private)

PROFESSION OF OCCUPATION:

FLYING EXPERIENCE (if any)

I, hereby apply to be accepted as a

Junior Pilot

Junior Student Pilot

(Cross out that NOT applicable)

as sponsored in terms of Article 18 of the Redcliffe Aero Club. In consideration of my being accepted I agree to be bound by the terms and conditions contained in the Memorandum and Articles of The Redcliffe Aero Club and its Rules and By-laws from time to time in being. The consent of my parent/guardian is shown overleaf.

Date: Signature of Applicant:

NOMINATION – We the undersigned state that we know the applicant personally and believe him to be a suitable person to be a member of THE REDCLIFFE AERO CLUB.

PROPOSED: SECONDED

Club No: Club No:

Date Date:

FOR CLUB USE ONLY

Date of Acceptance:

Club No:

Badge No:

Secretary / /

I,
of (Address)
.....
.....

am the parent/legal guardian of the applicant who is under 18 years of age and I hereby confirm the agreement overleaf and in consideration of THE REDCLIFFE AERO CLUB accepting him as a Junior Pilot/Junior Student Pilot I agree to be bound by the undertakings which he from time to time and still being a minor executes within the club.

ARTICLES OF ASSOCIATION OF

THE REDCLIFFE AERO CLUB

JUNIOR PILOT & JUNIOR STUDENT PILOT SPONSORSHIP

ARTICLE 18: Quote – “The club may sponsor junior pilots and junior student pilots being men and women not of full age of eighteen (18) years and allow such junior pilots the use of the flying and flying training facilities of the club and the facilities of the club house with the exception of the bar provided that the rights and privileges so conferred on such junior pilots and junior student pilots do not violate any of the provisions of those Memorandum and Articles of Association or any provisions of The Queensland Liquor Act.

THE REDCLIFFE AERO CLUB

MEMORANDUM AND ARTICLES OF ASSOCIATION

RECORD OF AMENDMENTS

THE REDCLIFFE AERO CLUB
ARTICLES OF ASSOCIATION

AMENDMENTS

Date	Paragraph	Amendment	Amended by and Authority
13/3/79	2(c)	In line two (2) delete the word “friends” and insert in lieu the word “guests:	8 th AGM 13/3/79
13/3/79	2(f)	Delete in full the words from “and” at the end of the third (3 rd) line to “airships” in the sixth (6 th) line inclusive (Viz: “and also shares, stocks and securities of any Company possessed of or interested in aircraft, serial conveyances or airships”)	8 th AGM 13/3/79
13/3/79	2(f)	Delete in full the words from “of” at the end of the ninth (9 th) line to the end of the paragraph inclusive (Viz: “of any such as aforesaid.”) Insert in lieu the word “thereof.”	8 th AGM 13/3/79

NOTIFICATION OF INTENTION

The Eight Annual General Meeting was informed that by virtue of limitations imposed by the Companies Act, no amendment as such is permitted to paragraph 8 to define “charitable object”. Such being the case The Meeting resolved that nevertheless, should the situation ever eventuate, the Club would ensure that the “Charitable Object: to which reference is made at the end of paragraph 8 of The Memorandum of Association would meet the requirements of Section 78 1(a) of The Income Tax Assessment Act.

THE REDCLIFFE AERO CLUB
ARTICLES OF ASSOCIATION

AMENDMENTS

Date	Paragraph	Amendment	Amended by and Authority
26/1/72	18	That Article 18 be altered to read: “The Club may sponsor a Junior Pilot and Junior Student Pilot membership being men and women not of the full age of 21 years and allow the members thereof use of the flying and training facilities of the club and the facilities of the club house provided that the rights and privileges so conferred on such Junior Pilot and Junior Student Pilot members do not violate any of the provisions of these Memorandums and Articles of Association or any provisions of the Liquor Act”.	1 st AGM 26/1/72
24/1/73	41	That the first sentence of Article 41 be deleted and the following substituted in lieu: “The Club shall be governed by a committee consisting of a President, Vice President, Honorary Secretary, Honorary Treasure and six (6) members elected as hereinafter provided.”	2 nd AGM 24/11/73
18/3/75	5	That the words “twenty one” which appear twice in Article 5 be deleted and the word “eighteen” be substituted in both instances in lieu thereof.	4 th AGM 18/3/75
18/3/75	18	That the figure “21” appearing in Article 18 be deleted and the word “eighteen” be substituted in lieu thereof.	4 th AGM 18/3/75

THE REDCLIFFE AERO CLUB
ARTICLES OF ASSOCIATION

AMENDMENTS

Date	Paragraph	Amendment	Amended by and Authority
18/3/75	23(d)	That the figure “21” appearing in Article 23(d) be deleted and the word “eighteen” be substituted in lieu thereof.	4 th AGM 18/3/75
18/3/75	41	That the word and figure “six (6)” appearing in Article 41 be deleted and the word “eight” be substituted in lieu thereof.	4 th AGM 18/3/75
14/3/78	44 See below	That the last paragraph of Article 44 be deleted, and the following substituted in lieu:- “Of the members of the committee including office bearers at least seven (7) shall be qualified pilots of aircraft holding current pilots licences.”	7 th AGM 14/3/78
14/3/78	8 See below	That Article 8 be amended by deleting all the words after “may from time to tome approve” in line 9 (Viz : “In consideration of any person being admitted as a member of the Club such member shall undertake not to claim, sue for or recover against the Redcliffe Aero Club or its officials or employees or any of them for or in respect of any injuries, loss or damage suffered or incurred by such member (whether resulting in his death or not) whilst being concerned in any activity whatsoever of the said Club or whilst being in or upon or about any premises or property of the said Club or otherwise howsoever and this clause may be pleaded as a bar or estoppel in any such action which such member or his executors, administrators, or assigns may take as aforesaid.”)	7 th AGM 14/3/78

THE REDCLIFFE AERO CLUB
ARTICLES OF ASSOCIATION
AMENDMENTS

Date	Article	Amendment	Amended by and Authority
13/3/79	7(a)	In line two (2) delete the words “activities of the club”. Insert in lieu the words “science of aeronautics”	8 th AGM 13/3/79
13/3/79	18	In the centre heading of Article 18 delete the word “MEMBERSHIP”. Insert in lieu the word “SPONSORSHIP”.	8 th AGM 13/3/79
13/3/79	18	Delete the Article in full and insert in lieu Article 18 as follows :- “The club may sponsor junior pilots and junior student pilots being men and women not of the full age of eighteen years and allow such junior pilots the use of the flying and training facilities of the Club and the facilities of the club house with the exception of the bar provided that the rights and privileges so conferred on such junior pilots and junior student pilots do not violate any of the provisions of these Memorandum and Articles of Association or any provisions of the Queensland Liquor Act.”	8 th AGM 13/3/79
13/3/79	23(b)	Delete the article in full (Viz: “(b) No liquor shall be sold or supplied for consumption elsewhere than on the premises of the Club, nor shall liquor be permitted to be carried away from such premises.”)	8 th AGM 13/3/79
13/3/79	23(c)	Renumber 23 (b)	8 th AGM 13/3/79
13/3/79	23(d)	Renumber 23 (c)	8 th AGM 13/3/79
13/3/79	25	In line 3 delete “and (d)”. Insert in lieu “and” between (b) (c).	8 th AGM 13/3/79
13/3/79	41	In line 5 delete in full all after “Club” to the end of the article (line 6) inclusive. (Viz : “and it is to hold periodic meetings to this end”.) Insert in lieu – “and to this end it is to hold meetings at intervals of at least once each calendar month”.	8 th AGM 13/3/79
	8	See above. In essence, this amendment became effective 14.3.78. It was not however informed to corporate affairs. In order to comply with corporate affairs requirements it was reintroduced at the AGM for ratification	12 th AGM 15/3/83

		and advice. It is now formally approved. Per advice ***	
	44	<u>See above</u> This is the same situation as article 8 immediately above	12 th AGM 15/3/83
	41	<u>Further amendment</u> That the word “eight” appearing in line 2 of this article be deleted and the word “four” substituted.	12 th AGM 15/3/83