

“Companies Acts 1961 – 1975”
COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION (1995)
OF
SUNSHINE COAST ANTIQUE CAR CLUB

1. The name of the Company is the “SUNSHINE COAST ANTIQUE CAR CLUB” (herinafter called “The Club”).
2. The objects for which the Club is established are:-
 - (i) To foster, encourage and advance interest in the history, restoration, care and preservation of old engine driven vehicles which come within the scope of the classification of vehicles as defined in Clause 69 of the Articles of Association.
 - (ii) To provide facilities for the exchange of information among members and to act in any way which will promote a continuing interest in the preservation of vehicles, together with associated books, films, records, catalogues, lantern slides and any other relevant literature.
 - (iii) To encourage and, where possible, to assist members with the acquisition, restoration and maintenance of vehicles.
 - (iv) To keep a Register of Club Vehicles.
 - (v) When requested and where possible, to participate in:
 - (a) Processions and Historical Pageants
 - (b) Displays for educational purposes
 - (c) Exhibits, fetes conducted for religious or charitable purposes, provided that the organizing body has obtained, where necessary permits to enable vehicles to comply, where applicable with the terms and conditions of “Concessional Registration”, as specified in the Constitution and Rules of the Club.
 - (vi) To promote, organize and manage, Intra Club Rallies, invitation Inter Club Rallies, National and/or International Rallies.
 - (vii) To promote and organize any other social activity that will promote enjoyment and fellowship between members.
 - (viii) To take over the funds and other assets and the liabilities of the present unincorporated Club known as “The Antique Car Club of Nambour”.
 - (ix) To subscribe to become a member of and co-operate with any other club, association or organisation, whether incorporated or not, whose objects are altogether or in part similar to

those of the Club, provided that the Club shall not subscribe to or support with its funds, any club, association or organization which does nor 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.

- (x) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real or personal, and any rights or privileges which may be requisite for the purposes of, or 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.
- (xi) To enter into any arrangements with any government of 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.
- (xii) 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.
- (xiii) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Club, or the dependants or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object.
- (xiv) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly, to advance the Club's interests and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carry out, alteration or control thereof.
- (xv) 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.
- (xvi) 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 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.
- (xvii) To make, draw, accept, endorse, discount, execute and issue, promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- (xviii) 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.
- (xix) To take or hold mortgages, liens or 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.

- (xx) 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 (x) of this Clause 2.
- (xxi) 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.
- (xxii) To print and publish newspapers, periodicals, books or leaflets that the Club may think desirable for the promotion of its objects.
- (xxiii) In furtherance of the objects of the Club, to amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Club and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Club under or by virtue of Clause 3 of this Memorandum.
- (xxiv) In furtherance of the objects of the Club to purchase or otherwise acquire and undertake, all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Club is authorised to amalgamate.
- (xxv) In furtherance of the objects of the Club, to transfer all or part of the property, assets, liabilities and engagements of the Club to any one or more of the companies, institutions, societies or associations with which the Club is authorised to amalgamate.
- (xxvi) To make donations for patriotic or charitable purposes.
- (xxvii) 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.
- (xxviii) To do all things such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club. The powers set forth in the Third Schedule to the Companies Act shall not apply to the Club except insofar as they are included in this Clause 2.

3. Income and Property:

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

Provided that, nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Club, or to any member of the Club, in return for any services actually rendered to the Club, nor prevent the payment of interest at a rate not exceeding the rate for the time being charged by Bankers in Brisbane for overdrawn accounts or money lent, or reasonable rent for premises demised or let by any Member to the Club; but so that no member of the Council of Management or governing body of the Club shall be appointed to any salaried office of the Club, or any office of the Club paid by fees, and that no remuneration or other benefit in money or moneys worth shall be given by the Club to any members of the Governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for the premises demised to the Club.

Provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the council of management or governing body may be a member and in which such Member shall not hold more than one-hundredth part of the Capital, and such Member shall not be bound to account for any share of profits he may receive in respect of such repayment.

4. Alteration – This Memorandum and the Articles of Association may be amended or added to from time to time by a special resolution carried at any properly constituted general meeting provided that not less than 21 days notice of resolution shall have been given to each member which notice shall be deemed to have been given by properly addressing, prepaying and posting a letter or club newsletter containing the Notice at the time at which it would be delivered in the ordinary course of post. Provided that no such amendment or addition shall be valid unless the same shall have been previously submitted to and approved by the Minister for the time being administering the Corporations Law.

5. Conditions of Licence:

The third and fourth Clauses of this Memorandum contain conditions on which a licence is granted by the designated authority to the Club in pursuance of Section 24 of the Companies Act.

6. Liability: The liability of the members is limited.

7. Contribution:

Every member of the Club undertakes to contribute to the assets of the Club, in the event of same being wound up while he is a member, or within one year after he ceased to be a member, for payment of the debts and liabilities of the Club contracted before he ceases to be a member, and of the costs, charges, and expenses of the winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding TWENTY DOLLARS (\$20.00)

8. Winding-Up:

If upon the winding-up or dissolution of the Club there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Club, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Club under or by virtue of Clause 3 hereof, such institution or institutions to be determined by the members of the Club at or before the time of dissolution, and in default thereof by a Judge of the Supreme Court of the State of Queensland.

9. Accounts:

True accounts shall be kept of the sum of money received and expended by the Club, and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Club, and, subject to any reasonable, restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Club for the time being in force, shall be open to the inspection of the members. Once at least in every year, the accounts of the Club shall be examined and the correctness of the balance-sheet ascertained by one or more properly qualified Auditors who shall report to the members in accordance with the provisions of the Act 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, addresses and descriptions of subscribers	Signatures of Subscribers
Noel Parry, 63 Hillcrest Avenue, Nambour, Qld Design and Building Consultant Dudleigh Duffield, 35 Netherton Street, Nambour Qld Retired Douglas Campbell, 26 Mapleton Road, Nambour Qld Service Station Proprietor George Hadley, Rosemount Road, Nambour Qld Fitter Peter Robert Sharpe, Peregian Beach, Qld Company Manager	

Dated at Nambour this 29th day of November, 1975

Witness to the above signatures:

K E Webber
 29 Mapleton Road
 Nambour
 Housewife

Registered in the office of the Commissioner for Corporate Affairs at Brisbane in the State of Queensland this day of 1977 and numbered of 1977

COMMISSSIONER FOR CORPORATE AFFAIRS