

## **MEMORANDUM and ARTICLES OF ASSOCIATION**

### **AUSTRALIAN AIRCRAFT RESTORATION GROUP**

#### **MEMORANDUM**

A Company limited by Guarantee and not having a Share Capital

1. The name of the Company is "Australian Aircraft Restoration Group and is below referred to as "The Group".
2. The objects for which the Group is established. are –
  - (a) To establish and operate a museum to house and display any item of aeronautical Interest;
  - (b) To acquire, purchase, maintain, restore, preserve, use, operate and display aircraft and any item of aeronautical interest;
  - (c) To acquire by purchase, gift or otherwise, the assets and property, real and personal of the un-incorporated association or body as the Australian Aircraft Restoration Group of the Moorabbin Airport, Moorabbin, including its leasehold interests (if any) to monies, book debts, stock of books and other literature;

And solely for the purpose of carrying out the foregoing objects and not otherwise, the Group has power-

- (d) To foster, encourage and promote the restoration, maintenance, operation and preservation of aircraft and any item of aeronautical interest;
- (e) To foster both among members and others, a greater appreciation of the need for the preservation of all items of aeronautical interest;
- (f) To give assistance by way of material aid, education, educational facilities and instruction for the restoration, preservation, maintenance and use of any item of aeronautical interest;
- (g) To encourage, promote and make available all assets and knowledge of the Group for the better preservation of all items of aeronautical interest;
- (h) To conduct research, publish findings and to join with other bodies in research or publishing findings concerning all aspects of aviation and in particular, for the better promotion of the objects of the Group;
- (i) To enter into any contracts, agreements or arrangements with and to engage and employ any corporation, company, organisation, association or persons as may seem necessary or desirable for the purpose of carrying out the objects of the Group or any of them or of managing, directing, superintending or administering all or any of the activities of or services provided by the Group and to carry any such contracts or agreements into effect and to remunerate any such corporation, company, organisation, association or

persons for any services rendered to or for the Group;

- (j) To enter into any arrangement with any Government or authority, supreme, municipal, local or otherwise that may seem conducive to the attainment of the objects of the Group or any of them and to obtain from such Government or authority any rights, privileges or concessions which the Group may think advisable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges, or concessions;
- (k) To purchase, lease or otherwise acquire, sell, exchange or mortgage any real or -personal property for the use of members of the Group;
- (l) To construct, maintain and alter any houses, buildings or works necessary or convenient for the purpose of the Group;
- (m) To take any gift of property whether subject to any special trust or not for any one or more of the objects of the Group;
- (n) To print and publish any newspaper, periodicals, books, leaflets or brochures that the Group may think desirable for the promotion of its objects;
- (o) To sell, lease, exchange, place under offer, dispose of, let, underlet or otherwise deal with all or any of the activities, undertaking, property, rights, lands, assets and any other property for the time being of the Group whether freehold, leasehold otherwise and whether real or personal for such consideration as the Group shall think fit and in particular for cash or on credit or fully or partly paid shares, stock, debentures or securities in any company or partly for cash or on credit and partly for shares, debentures or securities or in consideration of a royalty or on such other terms as may be determined;
- (p) To borrow or raise money for the objects of the Group or any of them in such manner as the Group may think fit;
- (q) To invest any moneys of the Group not immediately required for any of its objects in such a manner as may from time to time be determined and to undertake or execute any trusts or any agency, business which may seem directly or indirectly conducive to any of the objects of the Group;
- (r) To subscribe to any local or other charity and to grant donations for any public purpose and to provide a superannuation fund for the servants of the Group or otherwise to assist any such servants, their widows and/or children;
- (s) To establish and support@-, to amalgamate with or to take part In the promotion, arrangement, supervision or control of the activities or operations of any society, association, company or undertaking for such consideration and on such terms and conditions as the Group deems fit and for that purpose to 1 appoint and remunerate any directors or accountants or other experts or agents. Provided that such society, association, company or undertaking is one having its objects similar to those of the Group and whose constitution or Memorandum of Association prohibits the division of its income and property amongst its members to an extent at least as great as is imposed on the Group under or by virtue of paragraph 3 hereof;
- (t) 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 societies, associations, companies or undertakings with which the Group is authorised to amalgamate;

- (u) To transfer all or any part of the property, assets, liabilities or engagements of the Group or any one or more of the societies, associations, companies or undertakings with which the Group is authorised to amalgamate or to support;
- (v) To engage and employ any persons considered necessary for carrying on the Group and to dismiss such persons and to pay to such persons in return for services rendered to the Group, salaries, wages, bonuses, gratuities and pensions;
- (w) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments and to give any guarantee for the payment of money or the performance of any obligations or undertaking and in that behalf to give any security upon the property of the Group;
- (i) To make donations for patriotic and charitable purposes
- (ii) To do all things which may be required of a Flying Organisation by the Australian Department of Transport or by any Federal or State legislation;
- (iii) To do all or any, other matters hereby authorised In any part of the world whether alone or in conjunction with or as factors, trustees or agents for any other companies or persons or by or through any factors, trustees or agents;
- (iv) To do all such other things as are incidental or conducive to the attainment of the above objects.

The provisions of the Third Schedule to the Companies Act 1961 shall not apply to the Group and the foregoing provisions of this paragraph shall be read and construed without reference to the provisions of that .Schedule.

PROVIDED that the Group shall not support with its funds or endeavour to impose on or to procure to be observed by its members or others, any regulation or restriction which, if an object of the Group, would make it a trade union within the meaning of the Trade Unions Act 1958.

3. The income and property of the Group whence so ever derived shall be applied solely towards the promotion of the objects of the Group 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 Group. Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Group, or to any members of the Group in return for any services actually rendered to the Group 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 the being fixed for the purpose of this paragraph by the Articles of Association money borrowed from any member of the Group or reason able and proper rent for premises demised or let by any member to the Group but so that no member of the Council of the Group shall be appointed to any salaried office of the Group or any office of the

Group paid by fees and that no remuneration or other benefit in money or money's worth shall be paid or given by the Group 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 Group.

4. No addition, alteration or amendment shall be made to the objects of the Group as set out in paragraph 2 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 of Victoria to the Group in pursuance of the Provisions of Section 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 Group and on giving notice to the Group of his intention so to do and after affording the Group 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 Group.
6. The liability of the members of the Group is limited.
7. Every member of the Group undertakes to contribute to the assets of the Group in the event of its being wound up while he is a member or within one year afterwards for payment of the debts and of the Group contracted before the time at which he ceased to be a member and the costs, charges and expenses of winding up and for any adjustment of the rights and contributories among themselves, such amount as may be required not exceeding \$20.00.

If upon the winding up or dissolution of the Group 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 Group but shall be given or transferred to some institution or institutions having objects similar to the objects of the Group and whose Memorandum of Association or Constitution 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 Group under or by virtue of the third paragraph hereof, such institution or institutions to be determined by the members of the Group at or before the time of dissolution and in default thereof by such Judge of the Supreme Court of Victoria as may have or shall acquire jurisdiction in the matter.

9. True accounts shall be kept of the sums of money received and expended by the Group and the matters in respect of which such receipt or expenditure takes place and of the property, credits and liabilities of the Group 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 Group 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 Group 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.

DATED this 11<sup>th</sup>. day of June 1975.

## AUSTRALIAN AIRCRAFT RESTORATION GROUP

### ARTICLES OF ASSOCIATION

1. The Group is established for the purposes set forth in the Memorandum of Association.
2. The Regulations contained In Table A in the fourth Schedule of the Companies Act 1961 shall not apply to this Company.

### INTERPRETATION

3. These Articles shall be construed with reference to the provisions of the Companies Act 1961 or such other Act or Acts as shall for the time being be in force in the State of Victoria relating to Companies and terms used in these Articles shall be taken as having the same respective meaning as they shall have when used in the Companies Act 1961 or such Acts as shall for the time being be in force in the State of Victoria relating to Companies.
4. In the Interpretation of these Articles except where excluded by the context :-
  - (a) "The Group" means the Australian Aircraft Restoration Group.
  - (b) "The Council" means the members for the time being of the Group established or appointed hereunder for the management of the affairs of the Group.
  - (c) "Office" means the registered office of the Group.
  - (d) "General Meeting" means a General Meeting of the members of the Group properly convened and held in accordance with these Articles.
  - (e) "Financial Year" means the year commencing on the 1st day of July in any year and ending on the 30th day of June next thereafter ensuing.
  - (f) Words importing the singular number shall include the plural number and vice versa.
  - (g) Words importing persons include corporate bodies.
  - (h) "month" means a calendar month.

### MEMBERSHIP

5. The members of the Group shall be

- (a) the signatories to the Memorandum of Association and these Articles, and
  - (b) Such other person or persons as may from time to time agree to be members of the Group and who are accepted as members of the Group by the existing members of the Group.
6. The number of members with which the Group proposes to be registered is two hundred but the Council may from time to time register an increase in members.
  7. The Group shall have the right to refuse any application for membership without assigning any reason for such refusal.
  8. Every person applying for admission to membership to the Group shall if required by the Council make application in such form and manner and shall comply with such conditions as the Council shall from time to time prescribe. Each member will agree to be bound by the provisions of the Memorandum and Articles of Association and the By-laws of the Group then in force or which may hereafter from time to time apply.
  9. Every application for membership shall be accompanied by the payment of any entrance fee that the Council may prescribe.
  10. There shall be a register kept by the Secretary of the Group containing the names and addresses of all members of the Group and such information as the council shall from time to time prescribe.

#### RESIGNATION OF MEMBERSHIP

11. A member may resign his membership by sending his resignation in writing to the Secretary and upon such resignation being accepted at its discretion by the Council or upon the expiry of one month after the receipt of such resignation whichever shall first happen he shall cease to be a member. Any person who shall by any means cease to be a member shall nevertheless remain liable for and shall pay to the Group all monies which at the time of his ceasing to be a member were due from him to the Group whether for arrears or the year then current.

#### SUSPENSION OF MEMBERSHIP

12. Any member may be suspended from, the Privileges of membership for such period or indefinitely as the Council may think fit or may be declared to have forfeited his membership by the Council if :
  - (a) In the opinion of the Council his membership was obtained by improper means;
  - (b) He has not paid his subscription within three months after it became due and if after that period he shall neglect for one month after application made to him in writing by the Secretary to pay such arrears;
  - (c) In the opinion of the Council his conduct is in disobedience of these Articles or is detrimental to the reputation and interests of the Group or likely to bring the Group into disrepute or contempt;
  - (d) He is convicted of a criminal offence involving dishonesty or fraud or

misconduct of a serious nature.

13. The Council shall only deal with any charge other than of non-payment of subscriptions against a member under Article 12 hereof at a meeting convened for that purpose by not less than seven days' notice and such member shall be given not less than fourteen days' notice in writing posted to him at his registered address specifying the time and place at which he may be heard in his defence. The posting of such notice is sufficient for the Council to act whether or not such member is present to give his defence and at any such meeting a member shall be given a reasonable opportunity of stating his defence either orally or in writing and at any such meeting a majority vote of the Council present at that meeting shall be sufficient to suspend or expel such member from the privileges of membership PROVIDED ALWAYS If any such member is dissatisfied with the decision of the Council made at such meeting then he shall within seven days of such a meeting by notice in writing addressed to the Secretary of the Group at its office request the Council to call a special general meeting to reconsider the question of his suspension or expulsion from the privileges of membership. Within seven days of the receipt of such a notice by the Secretary from any such member the Council shall call a Special General Meeting of members of the Group to be held within twenty eight days of the receipt of such notice from any such member. At such Special General Meeting the member whose expulsion or suspension from the privileges of membership is being reconsidered shall be given a reasonable opportunity of stating his defence either orally or in writing to the said Meeting and if thereupon two-thirds of the members present shall vote for his suspension or expulsion he shall thereupon cease to be a member of the Group. PROVIDED ALWAYS that at any such Special General Meeting voting shall be by ballot if not less than two members present thereat shall so demand. Until such general meeting be held such a member shall be excluded from the privileges of membership.
14. No member against whom a charge has been made or who has been called upon to show cause why his membership should not be suspended or forfeited shall be entitled to commence or prosecute any action or legal proceeding for defamation against any member of the Group who gave evidence (orally or in writing) or exercised any power or duty as a member or executive officer, it being a condition of membership of the Group that all complaints, notices, letters, evidence and other matters arising under or incidental to any complaint and the hearing and determination thereof and all proceedings and utterances at Council and Committee Meetings and any Special General Meeting held in connection therewith shall be privileged and protected accordingly and should any action or legal proceedings be taken as aforesaid this Article may be pleaded as an absolute bar thereto.

PROVIDED THAT this Article shall not protect any person against the legal liability (if any) for making with express malice, a statement false to the knowledge of such person.

#### REINSTATEMENT OF MEMBERSHIP

15. Any forfeiture, exclusion, suspension or resignation may be at any time revoked or modified by the Council subject to such terms and conditions (if any) as they shall think fit.

#### MEETINGS OF MEMBERS

16. An annual general meeting of members of the Group shall be held in the month of September in each year on such day and at such time and place as the

Council shall determine. These meetings shall be called Annual General Meetings. All other meetings shall be called Special General Meetings.

17. The business of the Annual General Meeting shall be as follows:-
- (a) to receive and consider the Annual Report of the Council upon the work of the Preceding year;
  - (b) to receive and consider the Annual Accounts duly audited;
  - (c) to hold elections;
  - (d) to transact any other business brought forward by the Council;
  - (e) upon the death or removal or resignation from Office of the Auditor of the Group in accordance with Section 166 (b) of the Companies Act or upon his ceasing to be capable of acting as Auditor by reason of Sub-Sections (1) or (2) of Section 165 of that Act to appoint an Auditor of the Group;
  - (f) any business raised by virtue of Clause 22 hereof;
18. The Council may whenever it thinks fit and shall upon a requisition made in writing by a number equal to a quorum under Article 23 hereof and subject to Section 137 of the Companies Act, convene a Special General Meeting of members of the Group, which meeting shall be convened within fourteen days of and shall be held not later than twenty eight days after the deposit of such requisition.
19. The Council shall not less than fourteen days before a General Meeting of the members of the Group, give to such members a notice in accordance with these Articles setting out the day, place and hour of meeting and stating the nature of the business to be transacted thereat.
20. Any requisition for a Special General Meeting shall specify the object for which the meeting is required and shall be signed by the members making the same and shall be deposited at the office. It may consist of several documents in like form each signed by one or more of the requisitionists. The meeting shall be convened for the purposes specified in the requisition and if convened otherwise than by the Council for those purposes only.

#### POWER OF REQUISITIONISTS

21. In case the Council fails to convene a Special General Meeting in accordance with these Articles, the requisitionists or any of them representing more than one half of the total voting rights of all of them may themselves convene a meeting.

#### BUSINESS-NOTICES TO BE GIVEN

22. Any member wishing to bring before an Annual General Meeting any motion or business other than is related to the business of the meeting as specified in sub-articles (a), (b), (c), (d) and (e) of article 17 hereof shall give notice thereof in writing to the Secretary not later than the fifteenth day of August preceding the Annual General Meeting and no such motion or business shall come before the meeting unless notice thereof has so been given.



#### QUORUM

23. The quorum for an Annual General Meeting or Special General Meeting shall not be less than one tenth of the financial members of the Group.

#### PROCEDURE IF NO QUORUM

24. If at any Annual or Special General Meeting a quorum shall not be present within half an hour after the time appointed for the meeting those present shall constitute a proper meeting for the purpose of the reception of the Annual Report and Accounts and the declaration by the Chairman of the result of the elections or the appointment of officers but for no other purpose and the meeting shall on the conclusion of such ordinary business (if any) or on the expiration of the said period one half an hour if there is no ordinary business be adjourned by the Chairman to such future date and at such time and place as he may appoint but it shall not be necessary to give notice of such adjourned meeting. If the meeting was called in pursuance of a requisition such meeting shall not be adjourned but shall lapse. If at such adjourned meeting there shall not be a quorum present within half a hour after the time appointed for the meeting the meeting shall lapse.
25. If at any Annual or Special General Meeting the whole of the business appointed to be done at such meeting be not completed the meeting may be adjourned by motion 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.
26. The Chairman or in his absence one of the Vice Chairmen of the Group to be chosen by the members present or in their absence a member of the Council to be chosen as aforesaid shall be entitled to take the chair at every General Meeting and if at any meeting no person entitled to take the chair be present within fifteen minutes after the time appointed for holding such meeting or if all such persons present decline to take the chair then the members present shall choose one of their number to be chairman. The chairman shall in addition to his deliberative vote have a casting vote in the case of equality of votes.
27. A motion or amendment proposed and seconded at any General Meeting shall be put by the Chairman and decided by a majority of the members present on a show of hands and the declaration of the Chairman as to the Majority shall be final unless a division be forthwith demanded by any member or a poll be forthwith demanded by not less than ten per centum of the financial members present in person or by proxy and entitled to vote at the meeting. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than that on which the poll is demanded.
28. If a poll is demanded in manner aforesaid the same shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
29. The meeting shall appoint two or more Scrutineers who shall count the members in division or open and examine the voting papers as the case may be and report to the members the result of the voting and their report shall be conclusive as to such result.

#### VOTES

30. On a show of hands or division every financial member present in person and

entitled to vote shall have one vote and upon a ballot every financial member present in person or by proxy and entitled to vote shall have one vote.

31. Votes may be given either personally or by proxy. No person shall act as proxy who is not a financial member of the Group.
32. The instrument appointing a proxy for a General Meeting shall be deposited at the Office at least twenty four hours before the date fixed for the meeting at which the proxy is to be used and the Secretary shall prior to the holding of the meeting note on each proxy form whether or not the member signing the instrument is entitled to vote and shall produce all the proxy forms so noted at the meeting. Every such instrument of proxy shall be in writing under the hand of the appointee, shall be attested by a witness and as nearly as circumstances permit, be in the form Prescribed by the By-laws of the Group.
33. The Council shall be made up of the following persons namely the office bearers, one or more Vice Chairmen and not less than additional members provided that until the first Executive is elected the first Council members shall be as follows

Alec Rushall Figgins of 76 Chesterville Road, Cheltenham

John Lewis Marion of Trentham

Ian Francis Finlayson of Flat 9, 60 Edgar Street North, Glen Iris

Michael John Fisher of 2 Monash Street, South Oakleigh

Ian Arthur Royle of 15 Vardon Avenue, Beaumaris

John Guido Cacialli of 27 Petlys Lane, Doncaster

Keith Gaff of 12 O'Keefe Street, East Preston

Joe Alfred Vella of 52 Brisbane Street, Ascot Vale.

34. The Office Bearers of the Group shall be :-

(a) A Chairman

(b) A Treasurer;

(c) A Secretary.

#### ELECTION OF COUNCIL

35. The members of the Council shall be elected by a ballot at the Annual General Meeting. Nominations for election to the Council shall be lodged at the Office prior to 15<sup>th</sup>. day of August preceding the Annual General Meeting. The procedure as to nominations and the conduct and declaration of the election shall be in accordance with the By-laws.
36. The management and control of the Group and of its funds and property shall

be vested in the Council which shall exercise in relation thereto all the powers rights and objects of the Group which are not by the Companies Act 1961 or these Articles required to be exercised by the Group in General Meeting subject nevertheless to the provisions of the Memorandum of Association, these Articles and any Statute and provided further that the power contained in Clause 2 (s) of the Memorandum of Association so far as it relates to amalgamation with other Groups shall be exercisable only with the consent of an Annual or Special General Meeting.

#### BANKING AND GENERAL POWERS OF THE COUNCIL

37. All monies received by the Group shall be deposited in the name of the Group with such bank as the Council determines.
38. All cheques and/or other instruments to be deposited to such account may be endorsed by such persons as the Council determines.
39. All cheques and/or other instruments drawn on such account shall be signed by such Office Bearers (but not less than two) as the Council determines.
40. Paid officers or employees on full time duty of the Group shall not be eligible for election to the Council. A paid officer may be present at meetings of the Council by permission of the Chairman.
41. The Council may employ or appoint such persons as it deems necessary for carrying on any centre or other organisation established by it or for otherwise carrying out the objects of the Group.
42. Without detracting from the generality of its powers under the preceding Articles the Council shall have the following powers :-
  - (a) To direct that subscriptions be received and funds raised in such manner as it may deem fit and to expend the funds of the Group in such manner as it considers most beneficial for the purposes of the Group as it may see fit and to expend the proceeds of any sale for the purposes of the Group;
  - (b) to acquire in the name of the Group and to sell or dispose or otherwise deal with any land, buildings or other property whether real or personal for the use of the Group as fully as if it were the beneficial owner;
  - (c) to manage and direct any business of the Group and enter into contracts on behalf of the Group;
  - (d) to borrow upon the security of any of the property of the Group and to grant or direct to be granted mortgages or other securities for securing the same;
  - (e) to cause the common seal of the Group- to be affixed to any documents as it may think proper and to provide for the custody of the Common Seal;
  - (f) and generally to do all things necessary or expedient for the due conduct of the affairs of the Group not herewith otherwise provided.
43. The only persons to be nominated for election or to be elected to the Council

shall either be members of the Group or representatives of a corporation which is a member of the Group and which has duly appointed its representative pursuant to Section 140 (3) (a) of the Companies Act 1961.

#### MEETINGS OF COUNCIL

44. The Council :-
- (a) will meet at such times and places as it shall determine and may regulate its own Proceedings;
  - (b) may appoint committees from its own -members with such powers as it may prescribe;
  - (c) may consistently with these Articles from time to time make, vary or repeal by-laws for the regulation and good government of the Croup, its members and affairs.
45. The office of any Officer of the Council may be declared vacant by the Council if :-
- (a) he sends to the Council his written resignation of office;
  - (b) he be absent from three consecutive meetings of the Council without its consent;
  - (c) he voluntarily or compulsorily sequestrates his estate or enters into any deed of composition or arrangement with his creditors;
  - (d) he be declared lunatic or of unsound mind;
  - (e) his annual subscription be in arrears for a period of six months from the date upon which it became due;
  - (f) he ceases to be a member of the Group whether it be voluntarily or by suspension or forfeiture pursuant to Article 12.
46. A meeting of the Council may be convened at any time by the Chairman or by two Vice Chairmen or by any three members of the Council.
47. Seven days' notice at least of any meeting shall be given either personally, in writing, by telegram or by telephone. A quorum shall be three members of the Council personally present.
48. A member of the Council may appoint any other member of the Council as his proxy provided that the instrument appointing the proxy shall be deposited at the registered office prior to the commencement of the meeting for which it is given and provided that no member of the Council shall hold more than one proxy at any one time.
49. The Council may appoint sub-committees from its own members for such purposes and on such conditions as it thinks fit for the purpose of making reports to the Council. Each sub-committee shall consist of such members of the Council as the Council shall appoint. Each subcommittee shall have a

convenor who shall act as Chairman thereof ;and shall be a member of the Council and shall represent the Chairman ex-officio and shall vote at any meeting of such sub-committee as the Chairman's proxy. Any such sub-committee so appointed may co-operate as members of such sub-committee with any person who in the opinion of such sub-committee is capable of assisting it. In the event of the members of any sub-committee not being unanimous in its report to the Council, they shall make two or more reports.

50. The Group, Council or any sub-committee may request any advisor or other person to be present at their deliberations, but any such advisor or other person may not vote thereat.
51. All acts done by any meetings of the Council or by a Committee or a sub-committee set up by the Council shall notwithstanding that it be afterwards discovered that there was some irregularity in the appointment or qualifications of any member thereof, be as valid as if such person had been duly appointed and was qualified, The Council shall cause true accounts to be kept of the moneys received and expended and the accounts of the Group shall until otherwise determined be closed annually at the thirtieth day of June. The Council shall cause proper accounts to be kept with regard to :-
- (a) all sums of money received and expended by the Group and the matter in respect of which the receipt and expenditure takes place;
  - (b) all sales and purchases of goods by the Group;
  - (c) the assets and liabilities of the Group.

The Council shall from time to time in accordance with sub-section (i) of Section 162 of the Companies Act 1961 cause to be prepared and to be laid before the Group at the Annual General Meeting, an Income and Expenditure Account and Balance Sheet. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Companies Act.

52. Every member of the Council, auditor, secretary and other officer for the time being of the Group shall be indemnified out of the assets of the Group against any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.
53. The Council and all committees shall cause minutes to be regularly kept and entered into books to be kept for that purpose recording the proceedings at their respective meetings.
54. The minutes of any such meetings which have been confirmed at that or a subsequent meeting and signed by the Chairman of that or the subsequent meeting shall be conclusive evidence as a record of the business so recorded.
55. The minutes so kept shall open to inspection by any member of the Group.

56. The Council may, and if instructed by a majority at a General Meeting shall, invite any person, to become Patron of the Group.
57. The rate of interest payable on any monies borrowed from any member shall not exceed 6% per annum.

Dated the 11 day of June 1975

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*(Note: The following 2 resolutions were submitted to the Victorian Attorney General for approval of the proposed rule amendments, and then passed by the AARG Members in General Meeting at the 2002 AGM, and then submitted to ASIC as rule amendments, and therefore alter the Articles of Association created in 1975, presented above, and form part of the current Articles of Association, both documents should be read in conjunction).*

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**SPECIAL RESOLUTION 1 :**

ALTERATION OF ARTICLES OF ASSOCIATION :

It was resolved that the following Resolution be passed as a Special Resolution :

*“That the Articles of Association of the Company be altered as follows :*

5. *The members of the group shall be:-*

- (a) the members signatories to the memorandum of association and of these articles,
- (b) *such other person or persons as may from time to time agree to be members of the group and who are accepted as members of the group by the existing members of the group and who shall be known as ordinary members; and*
- (c) *life members being ordinary members appointed by the council and considered as having provided suitable and significant service to the group. Any ordinary member may be nominated for life membership by at least five ordinary members. Only one life member shall be appointed in any one calendar year and the number of life members at any one time shall not exceed 5 per centum of the total membership of the group. All life members shall the subject to the provisions of the memorandum of association and the articles of association save that they shall not be obliged to*

*pay any subscriptions to the group.*

16. An annual general meeting of members of the group shall be held in the month of November in each year on such day and at such time and place as the council may determine these meetings shall be called annual general meetings. All other meetings shall be called special general meetings.
  
19. The council shall not less than 28 days before a general meeting of the members of the group give to such members a notice in accordance with these articles setting out the day, place and hour of meeting and stating the nature of the business to be transacted thereat.
  
22. Any member wishing to bring before an annual general meeting any motion or business other than is related to the business of the meeting as specified in sub-articles (a), (b), (c), (d) and (e) of article 17 hereof shall give notice thereof in writing to the secretary not later than 14 days preceding the annual general meeting and no such motion or business shall come before the meeting unless notice thereof has so be in the given.
  
36. The management and control of the group and of its funds and property (save for the disposal of any museum artefact which shall only be with a resolution of the Group in General Meeting) shall be vested in the council which shall exercise in relation thereto all powers rights and objects of the Group which are not by the corporation law or these articles required to be exercised by the Group in General Meeting subject nevertheless to the provisions of the Memorandum of Association, these Articles and any statute and provided for the that the power contained in clause 2 (s) of the Memorandum of Association so far as it relates to amalgamation with other groups shall be exercisable only with the consent of an Annual or Special General Meeting. For the purposes of this rule a museum artefact shall be those objects and items which have been declared as such by the members in General Meeting and disposal of a museum artefact shall mean the sale, gift or the parting in any way with possession thereof.

It is also proposed to include two new articles as follows:

58. Any member of the group shall be entitled to view and copy minutes of general meetings of the group.

59. The secretary will provide a copy of the Constitution to:
- (a) *all new members at the time of their joining the group and*
  - (b) *to any member upon request at a fee as determined by Council from time to time.*

**SPECIAL RESOLUTION 2 : MUSEUM ARTEFACT FOR THE PURPOSES RULE 36 OF ARTICLES OF ASSOCIATION :**

It was resolved that the following Resolution be passed as a Special Resolution :

1. *The members of the group in General Meeting declare the each of the following items to be a Museum Artefact for the purposes of rule 36 of the Articles of Association:-*

*Benson AutoGyro CAC CA12 Boomerang  
CAC CA28 Ceres CAC CA31  
CAC Sabre CAC Wackett  
CAC Winjeel CAC Wirraway  
DAP Beaufighter DeHavilland Tigermoth  
DeHavilland Vampire Dunstable Kestral  
GAF Jindavik Heron Primary Glider  
Koltai Ornithopter McKenna Heath Parasol  
Mignet Flying Flea Sander Veenstra SV5 Thermite  
Skycraft Scout Skyseeker Ultralight  
Southern Cross SC1 Transavia PL-12 Airtruck  
UAL Wombat Victa Airtourer  
Yeoman Cropmaster Auster J-1B Aiglet  
BA Swallow Beechcraft Queen Air Cessna 310 DeHavilland Gipsy Moth Desoutter 2  
Douglas DC3 Miles Messenger  
Percival Proctor Vickers Viscount  
DH Heron Bristol Sycamore  
Curtiss Kittyhawk DeHavilland Sea Venom  
Fairey Firefly Fairey Gannet  
Gloster Meteor Link Trainer  
Westland Wessex Armstrong Siddley Genet  
Bristol Hercules Cirrus  
DeHavilland Gipsy Queen 30 Heath Henderson B4  
Junkers Jumo Kelly and Lewis Rolls Royce Avon Rolls Royce Kestrel  
Rolls Royce Nene Warner Scarab  
BE2 Wing Panels Sunderland Turret  
Woomera Turret JAP Aero Engine  
Merlin 46 (sectionised) Python  
Popjoy Cataract Bedson Resurbam Ultra-light*

*(Note the above Resolution is the amended resolution passed at the 2002 AGM, the amendment removed the Dassault (GAF) Mirage, and added the JAP Aero Engine, Merlin 46 (sectionised), Python, Popjoy Cataract and Bedson Resurbam Ultra-light to*



*the original draft of the Resolution.)*