

The Companies Act 1961
Company Limited by Guarantee

MEMORANDUM OF ASSOCIATION
OF THE
VICTORIAN BRIDGE ASSOCIATION LIMITED
A.C.N. 004 595 993

1. In this Memorandum:
 - (a) “the Act” means the Companies Act 1961.
When any provision of the Act is referred to, the reference is to such provision as modified by any law for the time being in force.
 - (b) “bridge” means the games of contract bridge and auction bridge and all other derivations or variations of such games.
 - (c) “the Company” means the Victorian Bridge Association Limited.
 - (d) “the Council” means the Council for the time being of the Victorian Bridge Association Limited.
 - (e) “Councillor” means a member of the Council and includes the meaning assigned to “Director” by Section 5 (1) of the Act.
2. The name of the Company is “VICTORIAN BRIDGE ASSOCIATION LIMITED”.
3. The objects for which the Company is established are:
 - (a) To promote the game of bridge throughout Victoria and to foster interest in the said game:
 - (i) by organising and conducting championship and other tournaments.
 - (ii) by co-operating with the national bridge organisation, namely the Australian Bridge Federation Inc., and the bridge Associations in other States or Territories of Australia for the purpose of achieving national agreement in matters of laws, regulations, ethics, and procedures.

- (iii) by assisting players and clubs within Victoria through rulings and advice on bridge laws, regulations, ethics, and procedures.
 - (iv) by working with interested parties to ensure the effective and efficient administration and promotion of bridge throughout Victoria.
 - (v) by managing all monies and levies collected from players in Victoria.
 - (vi) by any other activities undertaken in the opinion of the Company for the advancement of bridge.
- (b) To organise, promote, carry on or conduct such other games pastimes or social activities for the benefit of the members of the Company as the Council may at its discretion determine.
 - (c) To purchase, take on lease or license or in exchange or otherwise acquire for the purposes of the Company any real or personal property and in particular any lands buildings easements furniture and effects fittings apparatus appliances conveniences and accommodation and any rights or privileges necessary or convenient for the purpose of the Company.
 - (d) Subject to Clause 5 of this Memorandum to engage such managers, tournament directors, accountants and other employees as shall be required and found necessary for the proper working and carrying on of the Company and for the furtherance of its objects, and any one or more of these managers, tournament directors, accountants and other employees at its pleasure to discharge.
 - (e) To give any guarantee or enter into any bond in connection with affairs of the Company and to indemnify any person or persons who may incur or may have incurred any personal liability for the benefit of the Company and for that purpose to give such person or persons any security by way of mortgage or otherwise over the whole or any part of the property and assets of the Company.
 - (f) Generally to accept buy sell improve manage develop exchange hire lease license mortgage hypothecate charge turn to account or otherwise deal with any real or personal property assets credits effects rights or privileges which the Company may think necessary.
 - (g) To advance money with or without security and to invest and deal with the moneys and credits of the Company in and upon such modes of investments and upon such terms and conditions as the Council may from time to time determine and from time to time vary and realise such investments.
 - (h) In pursuance of the objects of the Company to make draw accept endorse discount deliver execute negotiate and issue cheques promissory notes

bills of exchange draft orders bonds bills of lading charters and other negotiable instruments, and also to effect policies of insurance and to endorse and negotiate the same.

- (i) In pursuance of the objects of the Company to borrow or raise money in such manner as the Company may think fit with power if need be to grant charges mortgages debentures or other securities upon the floating assets or upon all or any of the property (both present and future) of the Company.
- (j) To establish or aid in the establishment and support of associations funds trusts and conveniences calculated to advance the interest of the Company.
- (k) To engage in the enterprise of conducting a bridge club or clubs which enterprise shall include the provision of social facilities for members at the discretion of the Company as well as arranging and supervising rubber bridge and duplicate bridge upon conditions determined by the Company and for these purposes to implement the powers conferred generally by this Memorandum and also at the Company's discretion to acquire an appropriate license under the Licensing Act 1958 and for this purpose to appoint a nominee trustee or custodian to hold such license on behalf of the Company as provided by the said Act.
- (l) In furtherance of the objects of the Company to buy, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required by the members of the Company or persons frequenting the premises owned, occupied or otherwise under the control of the Company.
- (m) To enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (n) 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 Company's interests, and to contribute to, subsidise or otherwise assist and take part in the contractions, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.
- (o) To print and publish any newspapers, periodicals, books or leaflets that the Company may think desirable for the promotion of its objects and to advertise in such items.
- (p) In furtherance of the objects of the Company to amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Company 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 Company under or by virtue of Clause 5 of this Memorandum.

- (q) In furtherance of the objects of the Company 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 Company is authorised to amalgamate.
 - (r) In furtherance of the objects of the Company to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.
 - (s) To do all such things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company.
4. The provisions of the Third Schedule of the Companies Act 1961 shall not apply to the Company and the provisions of Clause 3 hereof shall be read and construed without reference to the provisions of that Schedule. Provided that the Company shall not support with its funds or endeavour to impose on or procure to be observed by its members or others any regulations or restrictions which if an object of the Company would make it a Trade Union within the meaning of the Trade Unions Act 1958.
5. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company 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 persons who at any time are or have been members of the Company or to any of them or to any person claiming through any of them. Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Company or to any member thereof or other person in return for any services actually rendered to the Company or prevent the payments of interest at the rate of interest currently charged upon overdrafts by the Commonwealth Bank of Australia on money lent or reasonable and proper rent for premises demised or let by any member of the Company to the Company but so that no member of the Council shall be appointed to any salaried office of the Company or to any office under the Company and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of the Council except repayment of out-of-pocket expenses class tuition and tournament direction fees and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company. Provided that the provision last aforesaid shall not apply to payments to any non-profit making company or public company in which a member of the Council may be a shareholder director or employee or to any payments made in the normal course of business and for valuable consideration to a private company or firm of which a member of the Council may be a director employee shareholder or proprietor or to any individual Councillor provided that the Council shall be unanimously of the opinion that such payment or payments is to the benefit and advantage of the Company.

6. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other body or bodies having objects similar to the objects of the Company 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 Company under or by virtue of Clause 5 hereof such body or bodies to be determined by the members of the Company at or before the time of dissolution and in default thereof by such Judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.
7. The liability of the members of the Company is limited.
8. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for the payment of the debts and liabilities of the Company contracted before he ceases to be a member and the costs charges and expenses of winding up and for the adjustments of the rights of the contributors among themselves, such amount as may be required not exceeding the sum of Two Dollars (\$2.00).
9. The registered office of the Company is situated in the Melbourne metropolitan area of Victoria.

We, the undersigned, being President Councillor and Secretary respectively of the Victorian Bridge Association Limited hereby certify that the forgoing Memorandum of Association was agreed to at a General Meeting of members held on 6th December 2004.

PRESIDENT

COUNCILLOR

SECRETARY

DATE