



WINDSOR POLO CLUB INC.

Patron: Countess Mountbatten of Burma C.B.E., C.D., J.P., D.L.
Associations Incorporation Act Registered Number Y0266534

RULES OF INCORPORATED ASSOCIATION

July 2020

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WINDSOR POLO CLUB INC.

NAME OF CLUB

1 The name of the Association is "Windsor Polo Club Inc." (hereinafter called "the Club").

OBJECTS

2 The objects for which the Club is hereby established are:-

- (a) To promote, organise, encourage, conduct, exhibit and play the game of polo.
- (b) To take over the funds and other assets and liabilities of the present unincorporated association known as the "Windsor Polo Club".
- (c) To conduct tournaments, exhibitions and coaching schools of the game of polo.
- (d) To conduct displays, exhibitions, rodeos, gymkhanas and other horse sporting functions.
- (e) To conduct any functions (both sporting and social) for the purposes of assisting in the financing of the Club.
- (f) To conduct other fund-raising activities as may be approved by the Committee from time to time.
- (g) To raise money for the purposes of the Club by membership fees, donations, gifts, subscriptions, entrance monies, social functions, sponsorships and sale of goods.
- (h) To hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinctions in connection therewith.
- (i) To subscribe to, become a member of and co-operate with or amalgamate with any other association or organisation, whether incorporated or not, whose objects are similar to those of the Club PROVIDED THAT the Club shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Club under or by virtue of Clause 2 of this memorandum.
- (j) To buy, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required by the members of the Club or persons frequenting the Club's premises.
- (k) To purchase, take on lease or in exchange, hire, rent, or otherwise obtain and lay out, improve and construct any lands, building, easements or property, real and personal, and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the objects of the Club.
Provided that in case the Club shall take or hold any property which may be subject to any trusts the Club shall only deal with the same in such manner as is allowed by law having regard to such trusts.
- (l) To enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive, to the Club's objects or any of them and to obtain from any such 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.

- (m) 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.
- (n) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit 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.
- (o) 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, carrying out, alteration or control thereof.
- (p) To invest and deal with the money of the Club not immediately required in such manner as the Committee thinks fit.
- (q) To borrow or raise or secure the payment of money in such manner as the Club may think fit and secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the Club in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any other Club's property (both present and future), and to purchase, redeem or pay off such securities.
- (r) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- (s) 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.
- (t) To take or hold mortgages, liens and charges to secure payment of the sale price or any unpaid balance of the sale price, or any part of the Club's property of whatsoever kind sold by the Club or any money due to the Club for sales or other matters.
- (u) 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 provision in paragraph (p) of this clause 2.
- (v) 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.
- (w) To print and publish any newspapers, periodicals, books or leaflets that the Club may think desirable for the promotion of its objects.
- (x) 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.
- (y) To transfer all or any part of the property, assets, liabilities and engagements of the Club to any one or more of the companies, institutions, societies or associations with which the Club is authorised to amalgamate.
- (z) To make donations for patriotic or charitable purposes.
- (aa) 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 PROVIDED THAT the Club shall not support with its funds any activity 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 Club would make it a trade union within the meaning of the Trade Unions Act.

MEMBERSHIP

Classes of Membership Defined

- 3 (a) Membership shall consist of:-
- (i) Playing Members;
 - (ii) Junior Playing Members;
 - (iii) Provisional Playing Members;
 - (iv) Provisional Junior Playing Members;
 - (v) Life Members;
 - (vi) Honorary Life Members;
 - (vii) Non-Playing Members;
- (i) For the purposes of this clause a Playing Member shall be a member who intends, at any time during the membership year to which his subscription applies, to play the game of polo either at a practice game or games or at any tournament or tournaments but such member shall be subject to such provisions as the Club in General Meeting shall decide.
- (ii) A Junior Playing Member shall be a member to which the conditions as aforesaid regarding Playing Members applies but who as at the commencement of the membership year has not reached the maximum age for Junior Members set by the Club in general meeting.
- (a) Junior to be the year the player turns 14 up to and including his 18th year.
 - (b) The joining fee to be postponed until he attains his senior status – ie. in his 19th year.
- (iii) A Provisional Playing Member shall be a member to whom the aforesaid conditions regarding Playing Members applies but such member shall be subject to such provisions as the Club in General Meeting shall decide.
- (iv) A Provisional Junior Playing Member shall be a member to whom the aforesaid conditions regarding Junior Playing Members applies but such member shall be subject to such provisions as the Club in general meeting shall decide.
- (v) A Life Member shall be a member who at any time during the membership year satisfies the conditions laid down by the Club for Life Memberships but such a member shall be subject to such provisions as the Club in general meeting shall decide.
- (vi) An Honorary Life Member shall be a member who at any time during the membership year satisfies the conditions laid down by the Club for Honorary Life membership but such a member shall be subject to such provisions as the Club in general meeting shall decide.
- (vii) A Non-Playing Member shall be a member who intends, at any time during the year to which his subscription applies, to

support the Club in its endeavours to promote the game of polo but such member shall be subject to such provisions as the Club in general meeting shall decide.

- (b) The Club may, in general meeting, decide on different rights, obligations and privileges for Playing Members, Junior Playing Members, Provisional Members and Provisional Junior Members, Non-Playing Members, Life Members and Honorary Life Members, and in particular, but without limiting the generality hereof, set different subscriptions and fees for Playing Members, Junior Playing Members, Provisional Members, Provisional Junior Members and Non-Playing Members. A different subscription may be set for a member in one of the four playing categories who seeks for reasonable cause temporary leave of absence from the participation in the Club activities.
- (c) Candidates for admission to membership of the Club must apply to the Club as follows:-
- (i) NON-PLAYING MEMBERS:- in writing addressed to the Honorary Secretary setting out such details as may be required by the Club from time to time, accompanied by the required subscription and joining fee (if any), nominated by a member of the Club in writing and seconded by a member of the Club in writing, such writing to be in a form required by the Club from time to time.
 - (ii) PROVISIONAL PLAYING MEMBERS:- in writing addressed to the Honorary Secretary setting out such details as may be required by the Club from time to time accompanied by the required subscription and joining fee (if any), nominated by a Playing Member or Junior Playing Member or Office-Bearer in writing and seconded by a Playing Member or Junior Playing Member or Office-Bearer in writing, and supported in writing by four referees each of whom is a Playing Member, Junior Playing Member or Office-Bearer, such writing to be in a form required by the Club from time to time.
 - (iii) PROVISIONAL JUNIOR PLAYING MEMBERS:- in writing addressed to the Honorary Secretary setting out such details as may be required by the Club from time to time accompanied by the required subscriptions and joining fee (if any), nominated by a Playing Member or Junior Playing Member or Office-Bearer in writing and seconded by a Playing Member or Junior Member or Office-Bearer in writing, and supported in writing by four referees each of whom is a Playing Member or Junior Playing Member or Office-Bearer, such writing to be in a form required by the Club from time to time.
- (d) The name of each applicant for membership of the Club shall be submitted to the Committee as set out in the foregoing clause 3(c) which shall decide on the admission of the applicant. In the case of an application for Provisional Playing or Provisional Junior Playing Membership the name of every applicant shall be circularised to Playing Members and Junior Playing Members together with the date of the next Committee meeting at which such application shall be considered which shall be a date not less than three (3) calendar weeks after the date of the meeting at which the applications are received. Playing Members may advise the Committee in writing such reasons as that member considers relevant as to the non-admission of the applicant as a Provisional Playing Member or Provisional Junior Playing Member. Such advices will be treated as confidential and not revealed without such member's permission, and should reach the

Committee not less than seven (7) days before the Committee meeting at which such application is to be considered. The Committee may defer any application for membership but in no instance may it defer a decision for longer than two (2) meetings.

- (e) Provisional Playing and Provisional Junior Members may only be admitted to membership of the Club by a seventy five percent (75%) majority of the Committee present and voting at the meeting at which the application for membership is considered as aforesaid either personally or by postal vote, which postal vote shall be forwarded to the Secretary two (2) days prior to such meeting. Voting shall be by secret ballot.
- (f) The Committee may at any time close the Playing and Junior Playing Membership list but may accept Provisional Playing and Provisional Junior Playing Members on such terms and conditions as it thinks fit.
- (g) The participation in and contribution to the Club activities by each Provisional player or Junior Provisional player shall be monitored by the Committee and reviewed from time to time. The Committee may advance any aforesaid member to the status of Playing Member or Junior Playing Member by a seventy-five (75%) majority of the Committee present and voting at the meeting at which the aforesaid participation in and contribution to the Club activities is reviewed. Voting shall be by secret ballot.

Method of Appointment of Life Members

4 A person shall become a Life Member upon the allotment to him of a share in Windsor Polo Fields Limited.

Election of Honorary Life Members

5 A person may be elected as an Honorary Life Member by the Committee after long and meritorious service to the Club

Termination/Cessation of Membership

- 6 A member shall cease to be a member of the Club;
- (a) On tendering his resignation in writing addressed to the Club;
 - (b) On his death;
 - (c) On his becoming of unsound mind within the meaning of the Mental Health Act, 1958;
 - (d) On the passing of a resolution that he ceased to be a member by not less than seventy-five percent (75%) majority of the Committee present and voting at the meeting at which the exclusion is considered.

LIMITATION OF MEMBERS' LIABILITY

7 The liability of the members of the Club to contribute towards the payment of the debts and liabilities of the Club or the costs, charges and expenses of the winding up of the Club is limited to the amount of any outstanding membership fees and the liability of each member is limited to the extent of his indebtedness for such fees.

Admission Tickets to Tournaments

8 Each member of the Club shall be entitled to admission tickets to any of the Club's tournaments for himself and one guest.

COMMITTEE

Composition of the Committee and its Powers

9 The Club shall be managed by a Management Committee ("the Committee") of Office-Bearers which shall, at a minimum, consist of a President, a Vice President

whom shall be designated the Senior Vice President, Honorary Secretary, Honorary Treasurer, Club Captain and Grounds Manager and may further consist of additional Vice Presidents, a Vice Captain, Publicity Officer, Players' Representative, Commercial Manager or such other role as recommended by the Committee. In respect of the membership of the Committee the following provisions shall apply:-

- (a) Members shall be elected at the Annual General Meeting of the Club.
Candidates for office shall be nominated and seconded in writing by Playing Members and/or Junior Playing Members and/or Office-Bearers and such nomination form shall be delivered to the Honorary Secretary not less than seven (7) days preceding the date of the Annual General Meeting.
- (b) Members shall hold office for the period from the conclusion of the meeting whereat elected until the conclusion of the Annual General Meeting next held.
- (c) A vacancy shall occur on the happening of any of the following
 - (i) Death of a member;
 - (ii) Resignation of a member;
 - (iii) Non-attendance at three (3) consecutive meetings without a reasonable excuse. In this respect the Committee shall decide as to the acceptance or otherwise of the excuse offered.
- (d) A member may not serve for more than four (4) consecutive terms in office as President.
- (e) The Committee may fill a casual vacancy which appointment shall pertain for the remainder of the term of office in respect of the position being filled;
- (f) At all meetings of the Committee five (5) members shall constitute a quorum;
- (g) The President (or the Senior Vice-President in substitution for the President) the Club Captain, the Honorary Secretary and Honorary Treasurer shall be ex-officio members of all sub-Committees and Committees;
- (h) The Committee shall have the power to co-opt any member of the Club to carry out specific duties, however, the number of members co-opted in this manner shall be limited to two (2) members at any one time;
- (i) The Committee shall meet for the despatch of business, adjourn and otherwise appoint and regulate its meetings as it thinks fit. The President may at any time, and the Honorary Secretary shall on the requisition of any two (2) members of the Committee, summon a meeting.
- (j) Members of the Committee shall be given not less than seven (7) days notice of meetings, but shorter notice of any meeting may be given if the majority of the members of the Committee so consents.
- (k) The continuing Committee Members may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed by the Club as the necessary quorum of Committee Members the continuing Committee Members may act for the purpose of increasing the number of Committee Members to that number or of summoning a general meeting of the Club but for no other purpose.
- (l) The Committee may delegate any of their powers and or functions not being duties imposed on the Committee of the Club by the Act or the general law to one or more sub-Committees consisting of no less that two (2) members of the Club. Any sub-Committee so formed shall conform to any regulations that may be imposed by the Committee and subject thereto shall have power to co-opt any member or members of the Club provided that any member so co-opted shall have no vote.

- (m) The Committee of the Club shall not without the sanction of a general meeting of the Club demise, underlet, change exchange, sell or otherwise dispose of all or any part of the property, lands, buildings, tenements or hereditaments of the Club.
- (n) The Members of the Club in general meeting shall have the power from time to time to make, alter and repeal all such by-laws as they may 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:-
 - (i) The admission of members of the Club.
 - (ii) The terms and conditions upon which guests, children of members of the Club and visitors shall be permitted to use the premises and property of the Club.
- (o) The times of opening and closing the grounds, club house and premises of the Club or any part thereof
- (p) The rules to be observed and prizes or stakes to be played for by members of the Club playing any games on the premises of the Club.
- (q) The prohibition of particular games on the premises of the Club entirely or at any particular time or times.
- (r) The conduct of the members of the Club in relation to one another and to the Club's employees.
- (s) The setting aside of the whole or any part or parts of the Club's premises for gentleman members or lady members at any particular time or times or for any particular purpose or purposes.
- (t) The imposition of fines for the breach of any by-law or any Rule of the Club.
- (u) And generally all such matters as are commonly the subject matter of the Club rules.

Disciplinary Powers

- 10 The Committee may censure and/or discipline and/or fine and/or expel a member from the Club on the report of the Club Captain and one other playing member (in the case of Playing Members) or (in any other case) on the report of two Committee members as to behaviour detrimental or not in the best interests of the Club or for breach of any rules, by-laws or codes. The reported member shall be afforded the opportunity to give an explanation in writing or verbally before the Committee.

There shall be no appeal from such a decision except those rights which a person ordinarily has at law.

MEETINGS OF MEMBERS

Convening of General Meetings

- 11 The Club may hold general meetings when required which may be convened by the Honorary Secretary or the President or at the request of three (3) or more members of the Club twenty-one (21) days notice in writing of such general meetings must be given to all financial members of the Club who are eligible to vote pursuant to Rule 15.

Quorum; Presiding Officer

- 12 (a) At any general meeting of the Club ten (10) members, of whom not less than five (5) shall be Playing Members and/or Junior Playing Members, shall constitute a quorum.
- (b) The President shall preside as Chairman at every general meeting, but if he is not present within fifteen (15) minutes of the time appointed for the holding of the meeting the Senior Vice-President may preside as Chairman and failing him a Vice-President may preside or if there be no Vice-President present, then the members present shall elect one of their number to be Chairman of the meeting, a simple majority sufficing.
- (c) At any general meeting proxy votes will be allowed provided such proxies clearly indicate the member who is appointed by such proxy to vote at the meeting and such person being present and is signed by the member giving such proxy. Proxies must be lodged with the Honorary Secretary not less than twenty-four (24) hours before the general meeting at which such proxy is to be exercised.

Form of Proxy

- 13 The instrument appointing a proxy may be in the following form or in a common or usual form.

WINDSOR POLO CLUB INC

I, _____ of _____
hereby appoint _____
or failing him _____
of _____
as my proxy to vote for me on my behalf at the annual or extraordinary (as the case may be) general meeting of the Club to be held on the _____ day of _____ 19____
and at any adjournment thereof.

Signed this _____ day of _____ 19____ .

**Note 1. In the event of the member desiring to vote for or against any resolution he shall instruct his proxy accordingly. Unless otherwise instructed, the proxy may vote as he thinks fit.*

Strike out whichever is not desired.

ANNUAL GENERAL MEETING

- 14 (a) The Club shall hold an Annual General Meeting once each calendar year which meeting shall be held not later than 31st December each year.
- (b) Members shall be given at least twenty-one (21) days notice of the Annual General Meeting.
- (c) A quorum at an Annual General Meeting shall be at least ten (10) members of whom not less than five (5) shall be Playing Members and/or Junior Playing Members.
- (d) The provisions of sub-clause 12(c) in relation to proxies shall apply to an Annual General Meeting.
- (e) At each Annual General Meeting, the Honorary Treasurer shall submit a Balance Sheet and Profit and Loss Account for the preceding financial year which shall be from 1st October to 30th September, which documents shall have been approved by the Committee and shall have been signed by at least two of its members.

- (f) An auditor may be appointed for the ensuing financial year at the Annual General Meeting.

Voting Eligibility for Meetings

- 15 The only persons entitled to vote at a general meeting shall be those Playing Members and Junior Playing Members who are Life Members and whose Life Membership and annual subscriptions are fully paid at the date of the meeting.

Voting for Office Bearers and Secret Ballots

- 16 (a) Voting for office bearers. A ballot to be automatically held where there is more than one candidate.
(b) Secret ballots. At any meeting of the Club and of the Committee where voting takes place there shall be provision for a secret ballot and a secret ballot may be called for by any person who is entitled to vote at that meeting. Where a secret ballot is called, two scrutineers will be appointed by the meeting. At any election to determine between candidates for a position as an Office-Bearer of the Club voting shall be by secret ballot.

Election of Patrons

- 17 The Club may elect a Patron or Patrons. The inaugural Patron shall be the Countess of Mountbatten of Burma and the Club may elect other Patrons from time to time.

FINANCE

Sources of Finance

- 18 The Club may raise funds from the following sources:-
(a) Members' subscriptions, entrance fees and levies;
(b) Loans from members;
(c) Bank loans, discounted bills of exchange, mortgage loans and the like;
(d) Sponsorships and advertising;
(e) Any source the Club may deem appropriate.

Fees and Levies set by Annual General Meeting Payable

- 19 Entrance fees, subscriptions and other amounts (if any) shall be paid by the members of the Club in terms of the resolution of the Members at the Annual General Meeting.

Committee Given Power to Raise Levies

- 20 The Committee may raise levies from the members as and when deemed appropriate and without limiting the generality hereof may set different levies for Playing Members, Junior Members and Non-Playing Members.

Banking Arrangements

- 21 All funds of the Club shall be paid into accounts with a bank as approved by the Committee, such accounts to be operated upon a basis determined by the Committee and all payments shall be authorised or ratified by the Committee. The Club's letterhead shall be used for all correspondence relative to the Club and not otherwise.

Membership Year, Financial Year

- 22 (a) The membership year shall be from 1st January to 31st December each year and any member whose subscription remains unpaid for more than three (3) months may be struck off the list of members at the discretion of the Committee.
(b) The Financial Year or all accounting shall be from 1st October to 30th September each year.

NEW SOUTH WALES POLO ASSOCIATION (KYEEMAGH) LIMITED

Affiliation

23 The Club shall be affiliated with the New South Wales Polo Association (Kyeemagh) Limited, and shall be bound by the Memorandum and Articles of Association thereof.

Delegate to be Club Captain

24 The Club delegate to the New South Wales Polo Association (Kyeemagh) limited shall be the Club Captain or such other person appointed by the Committee in his stead.

Playing Rules for Polo

25 The playing rules for the game of polo applicable to the Club shall be the rules as prescribed or adopted from time to time by the Australian Polo Council and the New South Wales Polo Association (Kyeemagh) Limited and any successor bodies thereto.

Club Colours

26 The colours of the Club shall be black and gold and/or such other colours as may be adopted from time to time and approved by the New South Wales Polo Association (Kyeemagh) Limited.

BOOKS, RECORDS AND SEAL

Register of Members

27 The register of members of the Club shall be kept by the Honorary Secretary from time to time at the address nominated by the Committee.

Documents and Records

28 The books, documents, securities, records and papers of the Club shall be kept in the custody of the Honorary Secretary for the time being of the Club EXCEPT such books and records as are by law or any other reason required to be kept elsewhere AND the Honorary Secretary shall keep a record of such location. The books, records, documents, securities and papers may be inspected by any member upon giving fourteen (14) days notice to the Honorary Secretary and calling at the place and at the time arranged with the Honorary Secretary.

Minutes to be Kept

29 The Committee shall cause minutes to be taken of all meetings of the Club and the Committee and such minutes shall be signed by the Chairman of the Meeting at which the proceedings were held or by the Chairman of the next succeeding meeting. Such signing shall be proof that the minutes are a correct record of such meeting.

Keeping of Common Seal

- 30 (a) The Common Seal of the Club shall be kept in the care and custody of the Honorary Secretary or the President from time to time.
- (b) The Common Seal shall not be affixed to any instrument except by authority of a resolution of the Committee and in the presence of not less than two (2) members of the Committee.

VARIATION OF RULES

Amendment Requiring 75% Majority in Attendance

31 These rules may be amended by a resolution passed by a seventy five percent (75%) majority of members present at any General Meeting in person or by proxy at which notice of the proposed amendment shall have been given.

Amendment to By-Law Required 75% Majority in Attendance

32 The Club may at a General Meeting and on having given twenty-one (21) days notice of such resolution adopt, amend or rescind such rules or by-laws as may be required from time to time which rules or by-laws as may be required from time to time which rules or by-laws shall be in keeping with, supplementary to and not in conflict with these rules. Any member may propose such rules or by-laws and shall address such proposal to the Honorary Secretary who shall call a General Meeting not more than six (6) weeks after receipt of such proposal. Such rules and by-laws shall be adopted only on a seventy five percent (75%) majority of those members present or by proxy voting.

DISSOLUTION OF CLUB

Procedure as to Winding Up

- 33 (a) The Club shall be dissolved in the event of the membership being less than three (3) members.
- (b) Upon dissolution of the Club in accordance with paragraph (a) of this rule, all assets and funds of the Club on hand, after the payment of all expenses and liabilities, shall be handed over to a body with similar primary or secondary objects as the Club and if no such body exists to such body as a simple majority of members at a General Meeting called for the purpose may decide.

Insurance

34 The Club at all times shall effect and maintain insurance cover in the terms required by Section 44 of the Associations Incorporation Act 1984 (as amended). The adequacy of such cover shall be reviewed at each Annual General Meeting.

Headings

35 Headings used herein are included for easy of reference and none of the provisions of this Agreement shall be construed or interpreted by reference to such headings.