

Rules
for
ANTON
Incorporated
Association

PART 1—PRELIMINARY

1- Name:

The name of the incorporated association is "Anton Incorporated Association".

2- Purposes:

The purposes of the Association are:

- (i) to promote and facilitate outdoor sports and recreation in the Australian Alps region;
- (ii) to provide high quality affordable accommodation and lodging facilities for members and their guests; and
- (iii) to conduct and facilitate events and competitions for and between members of Anton and its affiliates.

3- Financial year:

The Financial Year of the Association is each period of 12 months ending on the 30th September of each year.

4- Definitions:

In these Rules—

"Absolute Majority" means a majority of the Committee members currently holding office and entitled to vote at the time (as distinct from a majority of Committee Members present at a Committee meeting);

"Adult Member" is a Member of Anton if 18 years of age or older;

"Adult Member Rate" is the accommodation rate for Adult Members as varied from time to time by the Committee;

"Affiliated Project" means an Affiliated Project of the Australian Alpine Club;

"Amortised" means paying the Joining Fee relevant to their category of Membership by equal regular payments until a Junior Member turns 18 as set out in clause 7(C)(ii);

"Annual Subscription Fee" means the fee paid by Member annually to continue as a Financial Member as varied from time to time by the AGM;

"Anton" and **"Anton Incorporated Association"** means Anton Huette (Hotham Heights) Incorporated Association No. AA0010244V;

"Anton's Rules of Conduct" means the Rules set by the Committee from time to time to set and regulate the conduct of Members of Anton;

"Australian Alpine Club" ("**AAC**") means the Incorporated Association constituted under that name;

"Child" means a person under the age of 18 years;

"Committee" means a Committee appointed pursuant to this Constitution;

"Constitution" means this document being the "Rules for ANTON Incorporated Association";

"Debenture" means a certificate issued by Anton and recorded in the Register of Debentures maintained by the Secretary;

"Debenture Holder" means a Member who has been issued with a Debenture under the Rules, applicable prior to the Revision Date;

"Debenture Value" means the value of the Debenture as determined by the Committee as described in Clause 58;

"Extended Family Member" means any person who is a spouse (whether married or bona fide de-facto partner), parent, sibling, child (including step-child and child-in-law), grandparent, aunt, uncle, cousin, nephew, niece, and sibling-in-law of a Member;

"Financial Member" means a Member who has paid the annual subscription for the current year and is not under suspension or in default of any other obligation to Anton;

"Joining Fee" means the fee paid prior to becoming a Member as varied from time to time by the Committee;

"Inactive List" means the list of Debenture Holders maintained by the Secretary pursuant to clause 63 of this Constitution;

"Lodge" means the existing facility at Mt Hotham and/ or any future buildings at Mt Hotham or other resorts that Anton seeks to develop;

"Locked Fee" means the fee fixed at the start of the amortization period as the fee of that day with no escalations;

"Member" means a Member of Anton or Anton Incorporated Association;

"Office" means the place for the time being where the Administration activities are carried on;

"Person" means a natural person;

"Reciprocal Member Rate" means the accommodation rate paid by members of the Affiliated Projects of the Australian Alpine Club;

"Register of Debentures" means the Register maintained by the Secretary in accordance with clause 54(ii) of this Constitution;

"Revision Date" means the date that this Constitution, as amended, take effect;

“**Special Resolution**” means a resolution that requires not less than 75% of the Members voting at a general meeting, whether in person or by proxy, to vote in favour of the resolution;

“**Special General Meeting**” means any General Meeting duly convened in accordance with this Constitution other than the Annual General Meeting

“**the Act**” means the Associations Incorporation Reform Act 2012 and includes any regulations made under that Act;

“**the Registrar**” means the Registrar of Incorporated Associations;

“**Unanimous Vote**”, of the Committee, means an unanimous vote of all the Committee Members currently holding office and entitled to vote at the time (as distinct from a majority of Committee Members present at a Committee meeting);

“**Wait to Join List**” means the list of Members maintained by the Secretary waiting to join;

“**Wait to Sell List**” means list of Members maintained by the Secretary who have indicated their wish to sell their membership;

“**writing**” includes printing, type writing, lithography, photography and any other mode of representing or reproducing words, figures or symbols in a visible form, whether by digital or electronic means or otherwise;

“**written**” has a corresponding meaning;

“**year**” means calendar year;

Words importing the masculine gender include females, and words importing the feminine gender includes males.

Words in the singular include the plural and words in the plural include the singular.

Except for words defined in this Constitution words given a special meaning by the Act shall have the same meaning in this Constitution.

PART 2—POWERS OF ASSOCIATION

5- Powers of Association:

Subject to the Act, Anton has power to do all things incidental or conducive to achieve its purposes.

6- Not for Profit Organisation:

- (i) The income and property of Anton, whencesoever derived, shall be applied solely towards the promotion of the purposes of Anton 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 Anton.
- (ii) Nothing herein contained shall prevent payment in good faith of remuneration to any officers or servants of Anton or to any Member in return for any services actually rendered to Anton or for goods supplied in the ordinary course of business.

- (iii) No Member of the Committee of Anton shall be appointed to any salaried position with Anton or any position with Anton paid by fees and no remuneration or any other benefit in money shall be paid or given to any Member of the Committee except as provided in sub-clause (ii) hereof.

PART 3—MEMBERS, DISCIPLINARY PROCEDURES AND GRIEVANCES

Division 1—Membership:

7- Membership Categories:

A. Full Member

- (i) All existing Financial Members who are Debenture Holders as at the Revision Date are considered Full Members.
- (ii) Subject to this Constitution, the Committee may admit a Person who applies for admission to become a Full Member in writing on the prescribed form as a Full Member of Anton (subject to the Person being 18 years of age and over).
- (iii) Upon approval of the application by the Committee, the Person shall pay the prescribed Joining Fee and thereupon be a Full Member.
- (iv) Each Full Member has the following rights and obligations (“Full Member Rights”):
 - a. to pay the full prescribed Annual Subscription Fee;
 - b. booking rights priority over “Associate Members”;
 - c. the right to apply to book accommodation from dates set out by the Committee from time to time;
 - d. the right to attend the Annual General Meetings;
 - e. the right to vote at the Annual General Meetings;
 - f. the right to be nominated to be elected as a Committee Member;
 - g. the right to request to be nominated as “Off Peak/Overseas” (subject to the Committee’s approval);
 - h. to pay for their accommodation rate at the prescribed “Adult Member Rate”; and;
 - i. the right to transfer their Membership to an Extended Family Member conditional upon Committee’s approval which shall not be unreasonably withheld.
- (v) The Committee reserves the right to close or re-open this or any other category at any time.

B. Associate Member

- (i) Subject to this Constitution, the Committee may admit a Person who applies for admission to become an Associate Member in writing on the prescribed form as an Associate Member of Anton (subject to the Person being 18 years of age and over).
- (ii) Upon approval of the application by the Committee, the Person shall pay the prescribed Joining Fee and thereupon be an Associate Member.
- (iii) Each Associate Member has the following rights and obligations:
 - a. to pay the prescribed Annual Subscription Fee;
 - b. reduced priority for booking over Full Members;
 - c. the right to apply to book accommodation from dates set out by the Committee from time to time;
 - d. the right to attend the Annual General Meetings;
 - e. no right to vote at the Annual General Meetings;
 - f. no right to be nominated to be elected as a Committee Member;
 - g. the right to request to be nominated as “Off Peak/Overseas” subject to the Committee’s approval;
 - h. to pay for their accommodation rate at the prescribed “Reciprocal Member Rate”;
 - i. the right to apply to upgrade to a Full Member by payment of the incremental Joining Fee being the difference between the Full and Associate joining fee;
 - j. the right to transfer their Membership to an Extended Family Member conditional upon Committee’s approval which shall not be unreasonably withheld.
- (iv) The Committee reserves the right to close or re-open this or any other category at any time.

C. Junior Member

- (i) Subject to this Constitution, the Committee may admit a Child of any Member category aged under eighteen years’ old who applies to be a Junior Member.
- (ii) As of the date of admission, all Junior Members under the age of 15 years are required to be accompanied by an Adult Member whilst at the Lodge.
- (iii) Each Junior Member has:
 - a. to pay the prescribed Annual Subscription Fee;
 - b. booking rights as per “Full Members”;

- c. pay the accommodation rate applicable to “Junior Members”;
- d. the right to attend the Annual General Meetings;
- e. no right to vote at the Annual General Meetings;
- f. no right to be nominated to be elected as a Committee Member; and
- g. the right to apply to upgrade to a Full or Associate Member upon turning the age of 18 by payment of the incremental Joining fee as follows:
 - i. pay either the Associate Member Joining Fee or the Full Member Joining Fee in full at the time of their application;
 - ii. pay an Amortised amount “Locked Fee” by total amount at the Associate Member or Full Member rate at the time of their application. Such amortisation will be calculated in a manner such that the final payment is made in the year the Junior Member turns 18 years old; or;
 - iii. pay the total Joining Fee applicable to either the Full Member or Associate Member category in the year they turn 18, failing which they shall cease to be a Member
- (iv) If a Junior Member elects to upgrade to a Full or Associate Member upon turning the age of 18 in accordance with sub-clause (iii), the Junior Member shall become a Member of the Category their Membership has been calculated upon once all owing money has been paid in full.
- (v) The Committee reserves the right to close or re-open this or any other category at any time.

D. Life Member:

- (i) A Life Member is any Full Member who has performed at an exceptional level in terms of time of contribution, impact of contribution and improvement to welfare of Anton and is not considered a reward for long service.
- (ii) The Committee may nominate a Full Member to become a Life Member provided that:
 - a. a Unanimous Vote of the Committee agrees to such nomination; and;
 - b. a simple majority must approve such a nomination at any Annual General Meeting or General Meeting validly convened.
- (iii) Life Members will pay the applicable Annual Subscription Fee as for the Junior Member and will have the Full Member Rights.

8- Membership Status:

- (i) A Member may be approved by the Committee to be an “Off Peak/Overseas” Member.

- (ii) An “Off-Peak/Overseas” Member may utilise Anton at nominated periods.
- (iii) A Member with “Off-Peak/Overseas” status books at standard accommodation rates as other Members except for the period from commencement of Victorian School Holidays in June/July until the end of the first full week of September or such other period as the Committee sets each year in conjunction with the setting of the accommodation rates.
- (iv) At Peak Time, Members with “Off-Peak/Overseas” status pay guests rates.
- (v) A Member with “Off-Peak/Overseas” status pays the Junior Subscription Fee.
- (vi) An Associate Member or a Full Member (who is a Financial Member) may apply to change their status to “Off Peak/Overseas” by:
 - a. Applying to be nominated as having an “Off Peak/Overseas” status using the prescribed form; and
 - b. Subject to this Constitution, the Committee may approve the application and change the Member’s status to “Off-Peak/Overseas”.

The Committee is entitled to use its absolute discretion in accepting or rejecting such application.
- (vii) The Committee reserves the right to close or re-open this or any other status at any time.

9- New Application for Membership:

- (i) Subject to this Constitution, the Committee may admit a Person who applies for admission in writing on the prescribed form as a Member of Anton.
- (ii) The Committee shall prescribe a form of application which requires:
 - a. the applicant to agree to become a Member of Anton and agree to its Constitution.
 - b. a nomination signed by two Financial Members of Anton.
- (iii) The applicant is not admitted to Membership until the application has been approved by the Committee and the applicant has complied with any conditions of Membership determined by the Committee.

10- Cessation of Membership:

- (i) A Member of Anton who has paid all moneys due and payable by them to Anton may cease to be a Member by:
 - a. First giving a one month notice in writing to the Secretary of their intention to cease to be a Member; and upon the expiration of that period of notice, the Member shall cease to be a Member; or;

- b. by transferring their Membership to an Extended Family Member conditional upon Committee's approval which shall not be unreasonably withheld.

11- Register of Members:

The Secretary must keep and maintain a Register of Members that includes—

- (i) for each current Member—
 - a. the Member's full name;
 - b. the address for notice last given by the Member
 - c. the date of becoming a Member;
 - d. the Membership number;
 - e. for each Debenture Holder, the Debenture number and the amount paid for the Debenture (where available);
 - f. any other information determined by the Committee;

and;

- (ii) for each former Member, the date of ceasing to be a Member.
- (iii) The Register shall be available for inspection by Members at the address of the Public Officer.

12- Defaulting Member:

- (i) If a Member has failed to pay their Annual Subscription Fee by the due date, the Committee may determine that the Member is a Non-Financial Member and class them as such.
- (ii) Unless and until a Member pays their Annual Subscription Fee and any owing arrears of Annual Subscription Fees, late payment fees and administration charges then due, the Member is deemed to be a Non-Financial Member and is not entitled to the rights and privileges of a Member.
- (iii) If a Non-Financial Member who has failed to pay moneys due as aforesaid pays their Annual Subscription Fee, (together with any arrears of Annual Subscription Fees, late payment fees and administration charges then due), the Committee may determine that they are no longer a Non-Financial Member and reinstate them as a Member thereby restoring their rights and privileges.
- (iv) If a Member does not pay their Annual Subscription Fee for 24 months, the Committee may determine that the Member is a Defaulting Member and class them as such and there after they shall not be entitled to the rights and privileges of a Member.
- (v) After 24 months the Committee may serve a notice ("Default Notice") on a Defaulting Member as prescribed stating the amount of the outstanding Annual Subscription Fees, together with any late payment

fees and administration charges as fixed by the Committee from time to time.

- (vi) That Default Notice will also state that in the event of non-payment within 14 calendar days of the date of the notice of the amounts specified in that notice, the Defaulting Member will be deemed to have ceased to be a Member and the Committee shall pass a resolution to that effect but the Defaulting Member shall nevertheless remain liable to pay to Anton all outstanding Annual Subscription Fees, late payment fees and administration charges.
- (vii) If a Member is unable to pay their Annual Subscription Fees due to financial hardship, and makes written application for suspension of their Membership to the Committee within 30 days of receipt of their subscription renewal notice, the Committee may suspend that Member's Membership for 12 months ("Suspension") on the following terms:
 - a. the Member shall be required to pay the "Off-Peak/Overseas" equivalent Subscription Fee;
 - b. while their Membership is suspended, provided they have complied with clause (a), the Member shall be entitled to the rights and privileges of an "Off-Peak/Overseas" Member; and;
 - c. the Member shall be required to comply with such other conditions as the Committee deems appropriate.
 - d. If the Defaulting Member cannot pay the Off-Peak/Overseas" equivalent Subscription Fee outlined in 12(vii)(a), then their Membership will be placed on hold for a 12 months' period. Upon the expiration of that 12 months' period, the Defaulting Member will be deemed to have ceased to be a Member and the Committee shall pass a resolution to that effect but the Defaulting Member shall nevertheless remain liable to pay to Anton all outstanding Annual Subscription Fees, late payment fees and administration charges.
- (viii) If the Defaulting Member is a Debenture Holder, the Committee shall have the discretion to place their Debenture on the "Wait to Sell List" for 12 months. Upon the expiration of that 12 months' period, the Committee shall have the discretion to sell the Debenture and the proceeds used to first pay all outstanding amounts due to Anton and secondly the balance (if any) to be refunded to the Defaulting Member.
- (ix) an application for Suspension shall contain all relevant information so as to assist the Committee to make its decision, and the Member shall provide such additional information as requested by the Committee.
- (x) The Committee has an absolute discretion in regards to all applications for Suspension and the decision of the Committee shall be final.

13- Joining Fee:

Subject to this Constitution every Person who has been accepted for admission as a Member shall pay the Joining Fee relevant to their category of Membership which is determined by the Committee.

14- Annual Subscription Fee:

- (i) Subject to this Constitution, every Member shall pay an Annual Subscription Fee relevant to their category of Membership and Status for the accounting period which expires after the end of the Financial Year in which the amount of the subscription has been determined.
- (ii) The Members shall determine the amount of the Annual Subscription Fee at the Annual General Meeting which will be proposed by the Committee.
- (iii) The Annual Subscription Fee is required to be paid by 1st January or such other date as determined by the Committee from time to time.
- (iv) If a Member has not paid the Annual Subscription Fee by the due date as above the Member will be a Non-Financial Member until the Annual Subscription Fee, all arrears, late payment fees and administration charges, (as determined by the Committee) are paid in full.

Division 2—Disciplinary Action

15- Grounds for taking Disciplinary Action:

- (i) Anton may take Disciplinary Action against a Member in accordance with this Division if it is determined that the Member—
 - a. has failed or refused to comply with this Constitution;
 - b. has failed or refused to support the purposes of Anton;
 - c. has contravened the Anton’s Rules of Conduct; or
 - d. has engaged in conduct prejudicial to Anton.
- (ii) Subject to this Constitution, the Committee, may by Unanimous Vote:
 - a. expel a Member from Anton;
 - b. suspend a Member from Membership of Anton for a specified period; or
 - c. fine a Member in accordance with this Constitution, if the Committee is of the opinion that the Member:
 - i. has refused or failed to comply with this Constitution; or
 - ii. has been guilty of conduct unbecoming a Member or prejudicial to the interest of Anton.
- (iii) Where the Committee passes a resolution under this clause, the Secretary shall, as soon as practicable, cause to be served on the Member a notice in writing:
 - a. setting out the resolution of the Committee and the grounds on which it is based;
 - b. stating that the Member may address the Committee at a meeting to be held not earlier than 14 and not later than 28 calendar days after service of the notice;

- c. stating the date, place and time of that meeting;
- d. informing the Member that they may do one or more of the following:
 - i. attend that meeting;
 - ii. give to the Committee before the date of that meeting a written statement seeking the revocation of the resolution;
- (iv) At a meeting of the Committee held in accordance with sub-clause 15(iii), the Committee:
 - a. shall give to the Member an opportunity to be heard;
 - b. shall give due consideration to any written statement submitted by the Member; and
 - c. shall by resolution determine whether to confirm or revoke the resolution.

Division 3—Grievance Procedure

16-

- (i) If a Member gives the Committee written notice of the existence of a dispute between: -
 - a Member and another Member; or;
 - a Member and Anton,
- (ii) the matter should be dealt with under clause 15 unless the Committee is a party to the dispute in which case the Dispute shall be heard and determined by an independent person as agreed by the parties but failing such agreement, as nominated by the Australian Alpine Club.
- (iii) The Committee must, in determining the matter, apply natural justice.
- (iv) A Member may appoint any Person to act on their behalf.
- (v) All costs and expenses associated with or incidental to the hearing and the determination of the Dispute shall be borne by the losing party.

PART 4—GENERAL MEETINGS OF ANTON

17- Annual General Meetings:

- (i) The Committee must convene an Annual General Meeting to be held within 5 months after the end of each Financial Year.
- (ii) The Secretary shall give notice of the date when Anton intends to hold its Annual General Meeting by posting or emailing such notice to each Financial Member at least fifty calendar days before that date.
- (iii) The notice shall require any Member who intends to nominate any Person for election as a Member of the Committee or give notice of any

business to be considered at the Annual General Meeting to give notice thereof to the Secretary at least twenty eight calendar days before the date stated in the notice.

- (iv) No Business shall be considered at the Annual General Meeting if the requirements of 17(iii) has not been met save and except where the Committee in its absolute discretion determines to waive such requirement.
- (v) The Secretary shall, at least fourteen calendar days before that date, convene the Annual General Meeting by posting or emailing a notice which shall state the place where, and the day and hour when, such meeting will be held and the general nature of the business to be transacted at such meeting including:
 - a. the election of members of the Committee;
 - b. the statement which Anton is required to submit to them under the Act;
 - c. the report of the auditor;
 - d. the appointment of an auditor;
 - e. fixing/determination of the Annual Subscription Fee;
 - f. the consideration of any business of which a Member has given notice in accordance with clause 17(iii) hereof or which the Committee has otherwise determined shall be considered; and;
 - g. Any other business
- (vi) A Person cannot be nominated and elected as aforesaid unless they are a Full Member and also a Financial Member.
- (vii) All nominations must be in writing and be signed by the nominee, a proposer and a seconder. The proposer and seconder must be Financial Members.
- (viii) If the Secretary receives nominations of seven or a lesser number of Persons, the chairperson of the meeting will declare them elected as members of the Committee accordingly.
- (ix) If the Secretary receives nominations of more than seven Persons, the Secretary will send the notice convening the meeting with a ballot paper on which the names of those Persons are listed in alphabetical order of their surname, and; subject to this Constitution, directions on how to vote, complete and return the ballot paper to the Secretary.
- (x) The directions will require a Member to indicate which of the candidates they wish to be elected to the Committee by placing the numbers 1 to 7 adjacent to the names of the candidates they vote for. Number 1 shall be their first preference. The Member shall be requested to return the ballot paper to the Secretary at least forty-eight hours before the day when the meeting will be held.
- (xi) Whenever a ballot is required the Annual General Meeting will appoint two scrutineers who shall open the ballot papers, count the votes and report their tallies to the chairperson of the meeting.

- (xii) The Chairperson will declare those seven Persons who have received the highest number of votes elected. In the event of one or more Persons receiving the same number of votes and one or more vacancies remaining on the Committee, those Person's votes shall be graded on a preferred voting basis. A first preference vote shall be awarded 7 points, a second preference shall be awarded 6 points and so on to the seventh preference being awarded 1 point. The candidates with the highest points shall then be declared elected in order until all vacancies on the Committee are filled.
- (xiii) If fewer than 7 people have nominated for the Committee, the Annual General Meeting can take nominations from the Members present who will be elected to the Committee.

18- Special General Meetings:

- (i) Any General Meeting except an Annual General Meeting shall be called a Special General Meeting.
- (ii) The Committee may resolve to hold a Special General Meeting, and, shall, if the Secretary receives a request to do so signed by all Committee members or 20 Financial Members, hold such a meeting.
- (iii) If the Committee so resolves, or the Secretary receives such a request, the resolution or request shall:
 - a. state the purpose for which the meeting is convened; and;
 - b. clearly specify the business to be considered at the meeting.
- (iv) the meeting shall be held within one calendar month after the resolution is passed or the Secretary receives that request.
- (v) The Secretary shall convene the meeting by posting or emailing to every Financial Member not less than 14 calendar days before the date of the meeting a notice which shall state the place where, and the day and hour when, the meeting will be held and the general nature of the business to be considered at the meeting.
- (vi) no motion regarding business to be considered at a Special General Meeting shall be so considered other than that specified as per clause 18(iii).

19- Proxies:

- (i) A Member may appoint another Member as their proxy to vote and speak on their behalf at a Meeting.
- (ii) The appointment of a proxy must be in writing and signed by the Member making the appointment.
- (iii) The Member appointing the proxy may give specific directions as to how the proxy is to vote on their behalf, otherwise the proxy may vote on behalf of the Member in any matter as they see fit.
- (iv) If the Committee has not approved a form for the appointment of a proxy, the Member may use any other form that clearly identifies the

Person appointed as the Member's proxy and that has been signed by the Member.

- (v) Notice of a General Meeting given to a Member must—
 - a. state that the Member may appoint another Member as a proxy for the meeting; and
 - b. include a copy of any form that the Committee has approved for the appointment of a proxy.
- (vi) A form appointing a proxy sent by post or electronically is of no effect unless it is received by Anton no later than 24 hours before the commencement of the meeting.

20- Use of Technology:

- (i) A Member not physically present at a General Meeting may be permitted to participate in the meeting by the use of technology that allows that Member and the Members present at the meeting to clearly and simultaneously communicate with each other subject to the Approval of the Chairperson of the Meeting.
- (ii) For the purposes of this Part, a Member participating in a General Meeting as permitted under subclause (i) is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

21- Quorum at General Meetings:

- (i) No business may be conducted at a General Meeting unless a quorum of Members is present.
- (ii) The quorum for a General Meeting is the presence (physically, by proxy or by the use of technology) of 8 Members entitled to vote (excluding Committee's members).

22- Conduct of Meetings:

- (i) If the members of the Committee have elected one of themselves to be a Chairperson of their meetings that Person shall preside as Chairperson at every General Meeting whenever a General Meeting is held.
- (ii) If a Chairperson:
 - a. has not been elected as provided in clause 22;
 - b. is not present within fifteen minutes after the time appointed for the meeting, or
 - c. is unwilling to actthe Committee members present shall elect one of themselves to be Chairperson of the meeting.

- (iii) The Chairperson may, with the consent of any meeting at which a quorum of Members is present either personally or pursuant to clause 20, and shall, if so directed by the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at any adjourned meeting other than any business which has left unfinished at the meeting from which the adjournment took place.
- (iv) When a General Meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as notice of the original meeting was given. It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.
- (v) If a quorum of Members is not present either personally or pursuant to clause 20 within half an hour from the time appointed for the General Meeting where the meeting was convened upon the requisition of Members
 - a. the meeting shall be dissolved, or
 - b. the Committee shall adjourn the meeting to a place day and time which the Committee may determine.
- (vi) If the Committee does not specify particulars of the adjourned meeting, it will be deemed to have been adjourned to the same place on the same day and at the same time in the next week.
- (vii) If at the adjourned meeting a quorum of Members is not present either personally or pursuant to clause 20 within half an hour after the time appointed for the meeting, the Members who are present will constitute a quorum.
- (viii) At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands together with a clear indication from those participating pursuant to clause 20.
- (ix) Every Member who is entitled to vote, shall vote in person, by proxy or pursuant to clause 20 and shall have one vote.
- (x) If a Member does not have the mental capacity to vote, the Person which properly has the management of their affairs may exercise any rights of the Member in relation to a General Meeting as if they were the Member.
- (xi) A Member is not entitled to vote or constitute a quorum at a General Meeting unless they have paid all Annual Subscription Fees and any other moneys then due and owing to Anton.
- (xii) In the case of equality of votes, the Chairperson of the meeting shall have a second or casting vote.
- (xiii) If at a meeting a poll on any question is demanded by not less than three Members, it shall be taken at that meeting in such manner as the Chairperson may direct and the resolution of the poll shall be deemed to be a resolution of the meeting on that question.
- (xiv) A Member shall be entitled to appoint another Member as their proxy by notice given to the Secretary not later than 24 hours before the time of the meeting in respect of which the proxy is appointed.

- (xv) Subject to the provisions of clause 19, the notice appointing the proxy shall be in the form determined by the Committee.

PART 5—COMMITTEE

Division 1—Composition of Committee and Duties of Members:

23-

- (i) Subject to this Constitution, there shall be a Committee consisting up to seven members. In addition to the Committee members the President of the Australian Alpine Club or their nominee may also be an *ex-officio* member of the Committee.
- (ii) Subject to this Constitution, the members of the Committee shall be elected by ballot at the Annual General Meeting.
- (iii) The office of a member of the Committee, shall be vacated if they:
- a. cease to be a Member of Anton;
 - b. cease to be a member of the Committee under this Constitution;
 - c. become of unsound mind or a Person whose affairs are to be dealt with in any way under any law relating to mental health;
 - d. resign their office by notice in writing to Anton; or;
 - e. are absent from meetings of the Committee held during a period of three consecutive meetings without first having obtained the consent of the Committee.
- (iv) Subject to this Constitution the Committee may appoint any Member as a member of the Committee to fill a casual vacancy and that Person shall hold office until the next Annual General Meeting but shall then be eligible for re-election.
- (v) The Committee shall appoint the following officers from amongst its members (other than the President of the Australian Alpine Club or their nominee):
- a. a Chairperson;
 - b. Secretary;
 - c. Treasurer; and
 - d. others who shall not hold office until the Committee resolves otherwise.

The Secretary will be the first Public Officer of Anton who will hold that office subject to the Act.

24- Secretary:

- (i) The Secretary must perform any duty or function required under the Act to be performed by the Secretary of an Incorporated Association.
- (ii) The Secretary must—
 - a. maintain the Register of Members in accordance with clause 11 together with the “Wait to Sell List” and “Wait to Join List”;
 - b. maintain the Register of Debentures in accordance with clause 54 (ii);
 - c. maintain the Inactive List of Debenture Holders in accordance with clause 63 of this Constitution;
 - d. keep custody of the Common Seal (if any) of Anton and, except for the financial records referred to in this Constitution, all books, documents and securities of Anton in accordance with this Constitution;
 - e. subject to the Act and this Constitution, provide Members with access to the Register of Members, the minutes of General Meetings and other books and documents; and;
 - f. perform any other duty or function imposed on the Secretary by this Constitution.
- (iii) The Secretary must give to the Registrar notice of their appointment within 14 days after the appointment.

25- Treasurer:

- (i) The Treasurer must—
 - a. receive all moneys paid to or received by Anton and issue receipts for those moneys in the name of Anton;
 - b. ensure that all moneys received are paid into the account of Anton within 5 working days after receipt;
 - c. make any payments authorised by the Committee or by a general meeting of Anton from Anton’s funds; and;
 - d. Subject to clause 44(ii), ensure cheques are signed by, and electronic fund transfers authorised by, at least 2 Committee members or by the nominated financial officer.
- (ii) The Treasurer must—
 - a. ensure that the financial records of Anton are kept in accordance with the Act; and;
 - b. coordinate the preparation of the financial statements of Anton and their certification by the Committee prior to their submission to the Annual General Meeting of Anton.
- (iii) The Treasurer must ensure that all Committee members have access to and viewing of the accounts and financial records of Anton.

Division 2—Powers of Committee:

26- Role and powers:

- (i) Subject to the Act and this Constitution, the Committee shall control and manage the affairs business and property of Anton and exercise any power and do any act or thing which Anton may exercise or do at a General Meeting, and without prejudice to the generality of the foregoing, the Committee may:
 - a. make, alter or repeal any rules, regulations and by-laws provided that they are not inconsistent with this Constitution; and;
 - b. establish sub-committees for any purpose.
- (ii) The Committee may meet together for the consideration and dispatch of business, adjourn and otherwise regulate meetings in the manner which the Committee may determine from time to time.
- (iii) The number of members of the Committee whose presence is necessary to constitute a quorum at a meeting of the Committee is a majority of the Committee's members.
- (iv) A member of the Committee, for the purpose of this clause is considered to be present if they are personally present or able to participate in the meeting by the use of technology that allows them and other members present at the meeting to clearly and simultaneously communicate with each other.
- (v) For the purposes of this Part, a Committee member participating in a Committee meeting as permitted under subclause (iv) is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.
- (vi) Subject to this Constitution, questions arising at a meeting of the Committee shall be decided by a majority of votes of members present and voting and the decision shall be deemed a decision of the Committee for all purposes.
- (vii) Each member of the Committee, except the President of the Australian Alpine Club or their nominee (if they are present), is entitled to a vote.
- (viii) In the case an equality of votes the Chairperson of the meeting shall have a casting or second vote.
- (ix) A member of the Committee shall not vote in respect of any contract in which they are financially interested or any matter arising therefrom and if they do so vote their vote shall not be counted.

27- Committee's Powers:

Subject to this Constitution, the Committee may exercise all the powers of Anton except those powers that this Constitution or the Act require to be exercised by General Meetings of the Members of Anton and accordingly the Committee has, but is not limited to, the power to:

- (i) Set the Member's rates for accommodation and associated booking requirements;

- (ii) Set the Member's maximum numbers per Category and Status
- (iii) Accept or Reject Applications for new Members, change of category or change of status
- (iv) Open and Close a Member's Category and Status;
- (v) appoint and remove staff including the Lodge Manager, set the fees and job descriptions;
- (vi) Set, amend and enforce Anton's Rules of Conduct;
- (vii) Set and change Services at Anton;
- (viii) make decisions regarding all financial operations;
- (ix) establish subcommittees consisting of Members or nominated others with terms of reference it considers appropriate;
- (x) Set Joining Fees per membership category;
- (xi) Set and determine the value of Debentures;
- (xii) Sell, transfer, extinguish or otherwise deal with Debentures;
- (xiii) Set and maintain the "Wait to Join List" and "Wait to Sell List";
- (xiv) Determine applications for suspension of Membership;
- (xv) Set and determine late payment fees and administration charges;
- (xvi) Set and enforce fines levied against a Member;
- (xvii) Hear and determine disputes pursuant to clause 16;
- (xviii) To determine whether any business shall be considered at an Annual General Meeting where the provisions of clause 17(iii) have been complied with.
- (xix) To determine the form that the Proxy and any other necessary documents shall take.
- (xx) Engage and/or seek the assistance of third party contractors and/or consultants as the Committee thinks fit.

Division 3—Election of Positions of Committee Members and Tenure of Office

28- Positions to be Declared Vacant:

- (i) This clause applies to—
 - a. the first Annual General Meeting of Anton after its incorporation; or;
 - b. any subsequent Annual General Meeting of Anton, after the annual report and financial statements of Anton have been received and all other business (including general business) of the Meeting has been concluded.

- (ii) The Chairperson of the meeting must declare all positions on the Committee vacant and hold elections for members of the Committee in accordance with the clauses below.

29- Nominations:

- (i) Prior to the elections of members of the Committee, , the Members shall by show of hands appoint one person to act as Chairperson until that position has been determined in accordance with clause 30.
- (ii) Prior to the election of members of the Committee,, the Chairperson of the meeting must call for nominations to the Committee.
- (iii) An eligible Member of Anton may—
 - a. nominate himself or herself; or
 - b. with the Member's consent, be nominated by another Member.

30- Election of Position:

- (i) At the First Committee Meeting following each Annual General Meeting, separate elections must be held for each of the following positions—
 - a. Chairperson;
 - b. Secretary;
 - c. Treasurer.
- (ii) If only one member is nominated for a position, the Chairperson appointed in accordance with clause 29(i) of the meeting must declare the Member elected to that position.
- (iii) If more than one member is nominated, a ballot must be held in accordance with clause 32.

31- Ordinary Members:

Any member of the Committee who is not elected to any of the positions specified in 30(i), shall be an Ordinary Committee member.

32- Ballot:

- (i) If a ballot is required for the election for a position, the Chairperson of the meeting must appoint a Member to act as returning officer to conduct the ballot.
- (ii) The returning officer must not be a Member nominated for a position.
- (iii) Before the ballot is taken, each candidate may make a short speech in support of their election.
- (iv) The election must be by secret ballot.
- (v) The returning officer must give a blank piece of paper to—

- a. each Member present in person; and
 - b. each proxy appointed by a Member.
- (vi) If the ballot is for a single position, the voter must write on the ballot paper the name of the candidate for whom they wish to vote.
 - (vii) If the ballot is for more than one position—
 - a. the voter must write on the ballot paper the name of each candidate for whom they wish to vote;
 - b. the voter must not write the names of more candidates than the number to be elected.
 - (viii) Ballot papers that do not comply with subclause 32(vii) are not to be counted.
 - (ix) Each ballot paper on which the name of a candidate has been written counts as one vote for that candidate.
 - (x) The returning officer must declare elected the candidate or, in the case of an election for more than one position, the candidates who received the most votes.
 - (xi) If the returning officer is unable to declare the result of an election under subclause (x) because 2 or more candidates received the same number of votes, the returning officer must—
 - a. conduct a further election for the position in accordance with subclauses (iv) to (x) to decide which of those candidates is to be elected; or;
 - b. with the agreement of those candidates, decide by lot which of them is to be elected.

33- Term of Office:

- (i) Subject to this Constitution, a Committee member holds office until the positions of the Committee are declared vacant at the next Annual General Meeting.
- (ii) A Committee member may be re-elected.
- (iii) A General Meeting of Anton may—
 - a. by special resolution remove a Committee member from office; and
 - b. elect an eligible Member of Anton to fill the vacant position in accordance with this Division.
- (iv) A Member who is the subject of a proposed Special Resolution under subclause (iii)(a) may make representations in writing to the Secretary or Chairperson of Anton (not exceeding a reasonable length) and may request that the representations be provided to the Members of Anton.
- (v) The Secretary or the Chairperson may give a copy of the representations to each Member of Anton or, if they are not so given, the Member may require that they be read out at the meeting at which the special resolution is to be proposed.

Division 4—Meetings of Committee

34- Meetings of Committee:

- (i) The Committee must meet at least 4 times in each year at the dates, times and places determined by the Committee.
- (ii) The date, time and place of the first Committee meeting must be determined by the Committee members as soon as practicable after the Annual General Meeting of Anton at which the Committee members were elected.
- (iii) Special Committee meetings may be convened by a majority vote of the Committee members (excluding the President of the Australian Alpine Club or their nominee).

35- Notice of Meetings:

- (i) Notice of each Committee meeting must be given to each Committee member no later than 14 calendar days before the date of the meeting.
- (ii) Notice may be given of more than one Committee meeting at the same time.
- (iii) The notice must state the date, time and place of the meeting.
- (iv) If a Special Committee meeting is convened, the notice must include the general nature of the business to be conducted.
- (v) The only business that may be conducted at the meeting is the business for which the meeting is convened.

36- Urgent Meetings:

- (i) In cases of urgency, a meeting can be held without notice being given in accordance with clause 35 provided that as much notice as practicable is given to each Committee member by the quickest means practicable.
- (ii) Any resolution made at the meeting must be passed by a Unanimous Vote of the Committee.
- (iii) The only business that may be conducted at an urgent meeting is the business for which the meeting is convened.

37- Procedure and Order of Business:

- (i) The procedure to be followed at a meeting of a Committee must be determined from time to time by the Committee.
- (ii) The order of business may be determined by the members present at the meeting.

38- Quorum:

- (i) No business may be conducted at a Committee meeting unless a quorum is present.
- (ii) The quorum for a Committee meeting is the presence (in person or as allowed under proxy and use of technology) of a majority of the Committee members.
- (iii) If a quorum is not present within 30 minutes after the notified commencement time of a Committee meeting the meeting must be adjourned to a date no later than 14 days after the adjournment and notice of the time, date and place to which the meeting is adjourned must be given in accordance with this Constitution.

39- Voting:

- (i) On any question arising at a Committee meeting, each Committee member present at the meeting has one vote.
- (ii) A motion is carried if a majority of Committee members present at the meeting vote in favour of the motion.
- (iii) Subclause (ii) does not apply to any motion or question which is required by this Constitution to be passed by an Unanimous Vote of the Committee.
- (iv) If votes are divided equally on a question, the Chairperson of the meeting has a second or casting vote.

40- Conflict of Interest:

- (i) A Committee member who has a material personal interest in a matter being considered at a Committee meeting must disclose the nature and extent of that interest to the Committee.
- (ii) The Committee member—
 - a. must not be present while the matter is being considered at the meeting; and;
 - b. must not vote on the matter.
- (iii) This clause does not apply to a material personal interest—
 - a. that exists only because the Committee member belongs to a class of persons for whose benefit Anton is established; or
 - b. that the Committee member has in common with all, or a substantial proportion of, the Members of Anton.

41- Minutes of Meeting:

- (i) The Committee must ensure that minutes are taken and kept of each Committee meeting.

- (ii) The minutes must record the following—
 - a. the names of the members in attendance at the meeting;
 - b. the business considered at the meeting;
 - c. any resolution on which a vote is taken and the result of the vote;
 - d. any material personal interest disclosed under this Constitution.

42- Leave of Absence:

- (i) The Committee may grant a Committee member leave of absence from Committee meetings for a period not exceeding 3 meetings.
- (ii) The Committee must not grant leave of absence retrospectively unless it is satisfied that it was not feasible for the Committee member to seek the leave in advance.

PART 6—FINANCIAL MATTERS

43- Source of Funds:

The funds of Anton shall be derived from entrance fees, Joining Fees, Annual Subscription Fees, donations, grants, accommodation fees and any other sources as the Committee determines.

44- Management of Funds:

- (i) Subject to any restrictions imposed by a General Meeting of Anton, the Committee may approve expenditure on behalf of Anton.
- (ii) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by 2 Committee members and Electronic Funds Transfers must be authorised by two Committee members.
- (iii) All funds of Anton must be deposited into the financial account of Anton no later than 5 working days after receipt.
- (iv) With the approval of the Committee, the Treasurer may maintain a cash float provided that all money paid from or paid into the float is accurately recorded at the time of the transaction.

45- Financial Records:

- (i) Anton must keep financial records that—
 - a. correctly record and explain its transactions, financial position and performance; and

- b. enable financial statements to be prepared as required by the Act.
- (ii) Anton must retain the financial records for 7 years after the transactions covered by the records are completed.
- (iii) The Treasurer must keep in their custody, or under their control—
 - a. the financial records for the current Financial Year; and
 - b. any other financial records as authorised by the Committee.

46- Audit:

- (i) Anton shall appoint any Person who is a registered company auditor as auditor of Anton at the Annual General Meeting.
- (ii) The auditor shall report to the Members on the statement which Anton is required to submit to them under the Act at the Annual General Meeting at least twenty-one calendar days before the date when Anton intends to hold that meeting.
- (iii) The auditor shall hold office until the next Annual General Meeting.

47- Financial Statements:

- (i) For each Financial Year, the Committee must ensure that the requirements under the Act relating to the financial statements of Anton are met.
- (ii) Without limiting subclause (i), those requirements include—
 - a. the preparation of the financial statements;
 - b. if required, the review or auditing of the financial statements;
 - c. the certification of the financial statements by the Committee;
 - d. the submission of the financial statements to the Annual General Meeting of Anton;
 - e. the lodgement with the Registrar of the financial statements and accompanying reports, certificates, statements and fee.

PART 7—GENERAL MATTERS

48- Registered Address:

The registered address of Anton is:-

- (i) the address determined from time to time by resolution of the Committee; or;
- (ii) if the Committee has not determined an address to be the registered address—the postal address of the Secretary.

49- Notice Requirements:

- (i) Any notice required to be given to a Member or a Committee member under this Constitution may be given—
 - a. by handing the notice to the Member personally; or
 - b. by sending it by post to the Member at the address recorded for the Member on the register of Members; or;
 - c. by email or facsimile transmission.
- (ii) Subclause (i) does not apply to notice given under clause 34.
- (iii) Any notice required to be given to Anton or the Committee may be given—
 - a. by handing the notice to a member of the Committee; or
 - b. by sending the notice by post to the registered address; or
 - c. by leaving the notice at the registered address; or
 - d. if the Committee determines that it is appropriate in the circumstances—
 - i. by email to the email address of Anton or the Secretary; or;
 - ii. by facsimile transmission to the facsimile number of Anton.

50- Custody and Inspection of Books and Records:

- (i) A Member who is not a member of the Committee is not entitled to inspect the books and records of Anton unless:-
 - a. They are authorised by the Committee;
 - b. They are authorised at a General Meeting;
 - c. They have a legal right to do so; or
 - d. Present a petition signed by five per centum of the total number of Members.
- (ii) The Committee must on request make copies of this Constitution available to Members and applicants for Membership free of charge.
- (iii) Subject to subclause (i), a Member may make a copy of any of the other records of Anton referred to in this clause and Anton may charge a reasonable fee for provision of a copy of such a record.
- (iv) For purposes of this clause— relevant documents means the records and other documents, however compiled, recorded or stored, that relate to the incorporation and management of Anton and includes the following—
 - a. its Membership records;
 - b. its financial statements;

- c. its financial records;
- d. records and documents relating to transactions, dealings, business or property of Anton.

51- Winding up and Cancellation:

- (i) Anton may be wound up voluntarily by Special Resolution.
- (ii) In the event of the winding up or the cancellation of the incorporation of Anton, once all liabilities (including, but not limited to, Debentures valued as at the date of winding up), are paid out, the surplus net assets over and above the total Joining Fees paid by the then Financial Members of Anton must not be distributed to any Members or former Members of Anton.
- (iii) Each Member (who is a Financial Member) will be refunded the actual Joining Fee that they paid if funds permit, and, if not, *pro rata* based on Joining Fee paid..
- (iv) Subject to the Act and any court order made under section 133 of the Act, the surplus assets after payments made pursuant to 51(ii) and 51(iii), must be given or transferred to the Australian Alpine Club, (if Anton is then a Member of that club), or if that club does not exist or Anton is not a Member of that club, then to any other association having objects similar to the objects of Anton to be determined by the Members of Anton at or before the time of winding up or dissolution and in default thereof by any judge of the Supreme Court of Victoria or such other judge or court as may have or acquire jurisdiction in this matter and if and so far as effect cannot be given to this provision, then to some charitable object.

52- Indemnity:

- (i) Anton shall indemnify any Committee member, public officer or other Person which the Committee or Anton in a General Meeting has authorised or appointed to do anything on behalf of the Committee or Anton against any legal liability incurred by them while they were acting as aforesaid.
- (ii) The indemnity given is in addition to and shall not limit any indemnity which any of those persons may otherwise be entitled to.

53- Alteration of Rules:

This Constitution may only be altered by Special Resolution of a general meeting of Anton.

PART 8—DEBENTURE HOLDERS

54- Transitional Provisions:

- (i) As and from the Revision Date no further Debentures will be issued by Anton.
- (ii) The only Debentures that can be dealt with are those recorded in the Register of Debentures maintained by the Secretary as at the Revision Date, and the contents of that Register shall be final and conclusive evidence of the existence of such Debentures.
- (iii) Debenture Holders will continue to hold the Debenture(s) that they are recorded as the owner of until the first to happen of the following events:
 - a. Sale of their Membership to a Third Party;
 - b. Transfer of their Debenture to an Extended Family Member;
 - c. The expiration of 180 days from the Date of Death of the Debenture Holder;
 - d. The re-purchase of the Debenture by Anton; or;
 - e. The voluntary surrender of the Debenture by the Debenture Holder.

55- Sale of Debenture-holder's Membership to a Third Party:

- (i) Subject to the Committee's approval and subject to the provisions of clause 7 of this Constitution being fully complied with by the Third Party, a Debenture Holder may at any time arrange to sell their Membership to a Third Party which will transfer rights of membership as follows:
 - a. The Debenture holder shall advise the committee that they wish to leave the club and that they have made an arrangement with a non-family member third party for a transfer of membership to that person. The departing Debenture holder is free to determine any financial consideration or otherwise offered by third party.
 - b. The third party will complete the requirements of Clause 7
 - c. Subject to Committee approval and satisfaction of Clause 7 requirements the Third Party shall become a Full Member upon payment of the Full Joining Fee less the current Debenture Value, following which, the Debenture shall be extinguished.
 - d. Upon a Third Party becoming a Full Member pursuant to the provisions of this Constitution, the Third Party shall thereafter enjoy all of the rights and bear all the obligations of a Full Member (but, for the avoidance of doubt, the Third Party agrees that they shall not in any way be considered to be a Debenture Holder).
- (ii) In the event the Debenture Holder cannot sell their Debenture and the Committee has no Third Party on the "Wait to Join List", then the Debenture shall be entered by the Secretary on the "Wait to Sell List".
- (iii) A Debenture Holder who has a Debenture on the "Wait to Sell List" must continue to pay the applicable Annual Subscription Fee relevant to their category of Membership and status while on the "Wait to Sell List" and shall continue to enjoy applicable membership Rights.

56- Transferring Debenture to an Extended Family Member:

Subject to the Committee's approval and subject to the provisions of clause 7 of this Constitution being fully complied with by the Extended Family Member, a Debenture Holder may transfer their Debenture to an Extended Family Member ("Transfer").

57- Death of the Debenture Holder:

Upon the expiration of 180 days from the death of a Debenture Holder, and having received written instruction from the Legal Personal Representative of the Debenture Holder, the Debenture held by the deceased Debenture Holder as at the time of their death shall be recorded on the "Wait to Sell List" and no subscriptions will be due.

58- Re-purchase of the Debenture by Anton:

- (i) The Committee may at any time decide to purchase a Debenture recorded on the "Wait to Sell List".
- (ii) When a new Full Member joins Anton and there is a Debenture listed on the "Wait to Sell List", the Committee must purchase a Debenture recorded on the "Wait to Sell List" provided Anton is not insolvent at the time.
- (iii) The Debenture Value purchased by Anton shall be paid to the Debenture Holder or the Legal Personal Representative of the Debenture Holder (as the case may be) within 30 days
- (iv) The Debenture Value paid by Anton shall be determined by the Committee. The Committee shall be guided by, (but not compelled) the following formula to determine the Debenture Value:

Debenture Value is equal to the value of the net assets of Anton divided by the number of Debentures recorded in the Register of Debenture Holders at the Revision Date

- (v) The value of the net assets may be determined each 3 years or such other time as the Committee determines. The Committee may engage such person or persons that it sees fit to provide valuation of the assets to assist the Committee.
- (vi) The Debenture Value shall be such value as the Committee, in its absolute discretion, shall determine.

59- The Voluntary Surrender of a Debenture:

- (i) A Debenture Holder may surrender their Debenture by giving notice to the Committee to that effect.
- (ii) Upon the expiry of 30 days of receiving a notice of surrendering a Debenture, the Secretary update the Register of Debenture Holders to reflect such surrender.

PART 9 - OTHER TRANSITION ISSUES

- 60- Life Members that are Life Members at the Revision Date shall continue to be Life Members. They will have the same rights as outlined in clause 7D, but will continue to pay no Annual Subscription Fee.
- 61- Honorary Members at the Revision Date will transfer to an Associate Membership and will have all of the rights and obligations of an Associate Member as contained in clause 7B. The existing Honorary Membership Category will be extinguished.
- 62- The obligation of Full Members on the "Wait to Sell List" to pay Annual Subscription Fees will be waived until 31st December 2020 to enable alternative arrangements for their Membership by re-engaging or enactment of clause 54(iii).
- 63--Debenture Holders who are recorded on the Inactive List as at the Revision Date will be recorded as Full Members with all of the obligations and rights of Full Members save as follows:
- (i)The obligation to pay subscriptions will be waived until 31/12/2020 to enable alternative arrangements for their Membership
 - (ii)In the event no contact can be made with these members referred to above by 31/12/2020 then these members are deemed to have voluntarily surrendered their debenture as per clause 59.

For the avoidance of doubt, as at the Revision Date, the Inactive List shall be extinguished.