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Affiliations

World Squash Federation
Australian Commonwealth Games Association
Oceania Squash Federation
Confederation of Australian Sport
Australian Olympic Committee

UNDER CORPORATIONS LAW

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

SQUASH AUSTRALIA Ltd

MEMORANDUM OF ASSOCIATION

(Regulation 1 – Memorandum of Association)



VERSION CONTROL

Version 7.0	August 2018
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1. NAME

The name of the Company is Squash Australia Ltd.

2. OBJECTS

The objects of the Company are to:

- (a) function as the central authority in and for the Commonwealth of Australia in all matters connected with the organisation and playing of the game of Squash;
- (b) coordinate, develop, control and promote the game of Squash through the development and implementation of national policies and plans which are accepted by government and the community;
- (c) encourage, facilitate and develop strategies to increase opportunities to play and participate in the game of Squash by all members of the community;
- (d) encourage, facilitate and develop cooperation between all organisations and persons associated with the game of Squash, including but not limited to players, venue operators, administrators, coaches and referees.
- (e) encourage, facilitate and assist in all matters concerning the development of technical skills and proficiency in all aspects of managing and playing the game of Squash including but not limited to coaching, venue operation and administration;

3. POWERS

The Company has the power to do all things incidental or conducive to carrying out the aforesaid objects of the Company and the power to:

- (a) administer, promote and regulate the game of Squash in the Commonwealth of Australia and to maintain and uphold the rules of the game as determined from time to time by the World Squash Federation;
- (b) arrange, control, regulate and authorise National or Australian Championships, interstate matches, tournaments or exhibitions in the Commonwealth of Australia, international visits to or from Australia by teams or individuals, including the appointment and control of referees and markers and to arrange and control other matches of whatever nature, with the exclusive right to control all such events within the Commonwealth of Australia where the words "National" or "Australian" are used in the title thereof; or delegate these functions to other persons or bodies; arrange, control, regulate and authorise the representation of Australia in international squash competitions, and the manner of financing such representation;
- (c) take appropriate action to ensure that players observe the proper code of conduct and etiquette at any match or associated events while representing the Company or its members or while participating in events conducted by the

Company or its members; provided that if a penalty is imposed on a player by the World Squash Federation or another squash body which has a bilateral agreement with the Company with regard to player behaviour, the Company may apply its own penalty not exceeding the penalty imposed by the other body;

- (d) arrange for the representation of the Company to the World Squash Federation or any other body formed for the purpose of promoting and controlling the game of Squash internationally;
- (e) hear and determine appeals by members or from the decisions of members of matters of dispute and to hear and determine matters or questions referred to it by members or by individuals or bodies where the matter or question concerns a member or members;
- (f) settle all disputes or doubtful points in connection with the game of Squash in Australia;
- (g) hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinctions in connection therewith; provided that no member of the Company shall receive any prize, award or distinction of monetary value except as a successful competitor at any competition held or promoted by the Company;
- (h) 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 Company; provided that the Company 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 Company under or by virtue of Clause 4 of this memorandum;
- (i) promote other sports, games, amusements, recreations and entertainments in conjunction with Squash;
- (j) buy, sell and deal in all kinds of apparatus and all kinds or provisions, liquid or solid, required by the members of the Company or persons frequenting the Company's premises;
- (k) purchase, take on lease or in exchange, hire and otherwise acquire any lands, building, easement or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company; provided that if the Company shall take or hold any property which is subject to any trusts, the Company shall only deal with the property in the manner allowed by law having regard to those trusts;
- (l) enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions 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 Company;

- (m) establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Company 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;
- (n) construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Company's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;
- (o) invest and deal with the money of the Company not immediately required in such manner as may be permitted by law for the investment of trust funds;
- (p) borrow or raise or secure the payment of money in such manner as the Company 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 Company in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Company's property (both present and future), and to purchase, redeem or pay off such securities
- (q) print and publish any newspapers, periodicals, books or leaflets that the Company may think desirable for the promotion of its objects;
- (r) purchase or otherwise acquire and undertake all or any part of the property assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;
- (s) transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;
- (t) make donations for patriotic or charitable purposes;
- (u) transact any lawful business in aid of the Commonwealth of Australia; provided that the Company 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 Company would make it a trade union within the meaning of the Trade Unions Act.

The powers set forth in Sub-section 161 (1) of the Corporations Law shall not apply to the Company except in so far as they are included in this Clause 3.

4. INCOME AND PROPERTY

The income and property of the Company whence so ever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise, to the members of the Company; provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Company or to any member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business nor prevent the payment of interest at a rate not exceeding the rate for the time being fixed for the purpose of this paragraph by the Articles of Association on money borrowed from any members of the Company or reasonable and proper rent for premises demised or let by any member to the Company.

5. LIABILITY

The liability of the members is limited.

Every member of the Company undertakes to contribute to the property of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company (contracted before he ceases to be a member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves, such amount as may be required, not exceeding one hundred dollars (\$100).

6. DISSOLUTION

If upon the winding-up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and whose Memorandum of Association or Constitution shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision, then to some object which has been approved as an educational or public benevolent institution under Section 78(1)(a) of the Income Tax Assessment Act.

7. ACCOUNTS

True accounts shall be kept of the sums of money received and expended by the Company, and the matter in respect of which such receipt and expenditure takes place and of the property, credits and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force, shall be open to the inspection of the members. Once at least in every year, the accounts of the Company shall be examined by one or more properly qualified

auditor or auditors who shall report to the members in accordance with the provision of the Corporations Act 2001 (Cth).