



Australian Deaf Sports Federation

(Trading as Deaf Sports Australia)

MEMORANDUM
and
ARTICLES OF ASSOCIATION
of
AUSTRALIAN DEAF SPORTS FEDERATION LIMITED

(Revised March 1994 & Adopted October 1994)

- 1.0 The name of the Company is "AUSTRALIAN DEAF SPORTS FEDERATION LIMITED" (hereinafter called "the Federation")
- 2.0 The objects for which the Federation is established are as follows:-
- 2.1 To protect promote and advance the interests of the Deaf of Australia through the development and promotion of all manner of sporting activities.
 - 2.2 To co-ordinate the activities of deaf Sporting Associations and co-operate with all deaf Sporting Associations and their members to secure the advantage of unity of actions in all matters affecting their interest in sporting activities and the interests of the Deaf in Australia generally.
 - 2.3 To affiliate and co-operate with or enter into alliance with any other National or International Organisation, Association, Company, Firm or Body having objects similar to or calculated to benefit generally the members of the Federation.
 - 2.4 To protect and promote the interests of deaf Sporting Association and their members generally by any lawful means.
 - 2.5 To purchase, take on lease, or licence, or hire or otherwise acquire, real or personal property of any kind in furtherance of the objects of the Federation and to sell, exchange or otherwise dispose of any real or personal property on such terms as may be considered expedient.
 - 2.6 To sign and execute all deeds, documents and other instruments, of every nature and kind whatsoever for carrying out the objects of the Federation herein set out.
 - 2.7 To make draw accept endorse discount execute negotiate or issue such cheques promissory notes bills of exchange and other
 - 2.8 negotiable or transferable instruments or securities, as may be deemed necessary for the carrying out of the objects of the Federation.
 - 2.9 To accept undertake or execute any trust or gift which may be deemed to be in accordance with or which may further the objects of the Federation or any of them.
 - 2.10 To lend borrow or raise or secure the payment of money in such manner as the Federation shall think fit upon such terms and conditions as shall be deemed expedient.
 - 2.11 To adopt any additional objects from time to time or to vary the present objects in any manner which the Federation may in General Meeting see fit.

- 2.12 To raise funds by means of subscriptions for membership and/or levies on members of the Federation for all or any of the purposes and objects of the Federation in such amounts and in such manner as the Federation may determine.
 - 2.13 To insure against loss damages risks accidents and liabilities of all kinds which may affect the Federation in any way or in respect of the servants or employees of the Federation or in respect of the property belonging to leased by or loaned to the Federation and to pay premiums on all such insurances.
 - 2.14 To subscribe to any local or other charities and to grant donations for any public purpose.
 - 2.15 To appoint engage employ remove or suspend staff servants agents consultants and advisers as may be necessary or desirable for the purposes of the Federation.
 - 2.16 To do all such other things as may appear to be incidental or conducive to the above objects or any of them.
 - 2.17 To take over the whole or any part of the assets of and belonging to, and to undertake all or any of the liabilities of an unincorporated society known as the Australian Deaf Sports Federation.
 - 2.18 To do all such other lawful things as are conducive or incidental to the attainment of the above objects or any one of them and the provisions of the Third Schedule to the Companies Act 1961 shall not apply to the Federation and the foregoing provisions of this paragraph shall not be read and construed without reference to the provisions of the said Schedule AND FURTHER the Federation shall not support with its funds or endeavour to impose on or procure to be observed by its members or others any regulation or restriction which if an object of the Federation would make it a Trade Union within the meaning of the Trade Unions Act 1958.
- 3.0 The income and property of the Federation whensoever derived shall be applied solely towards the promotion of the objects of the Federation 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 however by way of profit to members of the Federation.

PROVIDED THAT nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Federation or to any others member of the Federation in return for any services actually rendered to the Federation nor for goods supplied in the ordinary and usual way of business nor prevent the payment of interest at a rate not exceeding the rate for the time being fixed for the purpose of

this paragraph by the Articles of Association on money borrowed from any member of the Federation and any reasonable and proper rent for premises demised or let by any member to the Federation but so that no member of the Board of the Federation shall be appointed to any salaried office of the Federation or any office of the Federation paid by fees and that no remuneration or other benefit in money or moneys worth shall be paid or given by the Federation to any member of the Board or governing body except repayment or out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Federation.

- 4.0 The liability of the members of the Federation is limited.
- 5.0 Every member of the Federation undertakes to contribute to the assets of the Federation in the event of its being wound up while he is a member or within one year afterwards for payment of the debts and liabilities of the Federation (contracted before he ceases to be a member) and of the cost charges and expenses of winding up and for an adjustment of the rights of contributories among themselves, such amounts as may be required, not exceeding two dollars (\$2.00).
- 6.0 If upon the winding up or dissolution of the Federation there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Federation but shall be given or transferred to some institution or institutions having objects similar to the objects of the Federation and whose Memorandum of Association or constitution shall prohibit the distribution of their or its income and property among their or its members to an extent at least as great as is imposed on the Federation under or by virtue of the third paragraph hereof such institution or institutions to be determined by the members of the Federation at or before the time of dissolution and in default thereof by such judge of the Supreme Court of Victoria as may have or require jurisdiction in the matter.

WE the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.