



Memorandum of Association

MEETINGS INDUSTRY ASSOCIATION OF AUSTRALIA LIMITED A COMPANY LIMITED BY GUARANTEE

1. The name of the company is Meetings and Events Australia Limited (hereinafter called "the Company").
2. The objects for which the Company is established are:
 - (a) to promote and encourage the development of the tourism industry through activities of benefit to the community at large including the improvement of conference, meeting and event management techniques and management skills.
 - (b) to foster cooperation between organisations and individuals interested in the Convention and Conference industry for the purposes of ensuring that a high standard of convention and conference facilities, meeting venues and allied services are available for the benefit of the community at large:
 - (c) to encourage and develop higher standards within the membership of the Company by research, promotion, training and such other lawful means as the Company shall consider advisable;
 - (d) to assist, advise, confer and cooperate with public authorities and other government or other bodies or persons in regard to all matters affecting the interests of the members of the Company or of the community at large;
 - (e) to encourage and promote honourable and ethical relations between members of the Company themselves, persons, firms and corporations carrying on business directly or indirectly in association with them but not being members of the Company, and, the community at large;
 - (f) to do all such things as may be incidental or conducive to the attainment of the above objects or any of them as may be deemed necessary or expedient in the best interests of the Company as a non-profit organisation;
 - (g) to take over the funds and other assets and liabilities of the present unincorporated association known as the "Association of Conference Executives";

AND solely for the purpose of carrying out the aforesaid objects and not otherwise:

(h) to hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinction 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;

(i) to subscribe to, become a member of and cooperate 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 3 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 Company or persons frequenting the Company's premises;

(k) to purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements 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 in case the Company shall take or hold any property which may be subject to any trusts the Company 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 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;

(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 Company;

(n) to 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;

(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 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;

(p) to invest and deal with the money of the Company not immediately required in such manner as the Company thinks fit;

(q) to borrow or raise or secure the payment of money in such manner as the Company may think fit and to 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;

(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 Company;

(t) to take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchasers and others;

(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 Company but subject always to the proviso contained in paragraph(k) 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 Company, in the shape of donations, annual subscriptions or otherwise;

(w) to print and publish any newspapers, pamphlets, periodicals, books or leaflets that the Company 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 Company is authorised to amalgamate;

(y) to transfer all or any part of the property, assets, liabilities and engagements to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;

(z) to make donations for patriotic or charitable purposes; and

(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 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 any object of the Company would make it a trade union within the meaning of the Trade Unions Act.

3. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this memorandum of association; and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise, 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 Company on money borrowed from any member of the Company or reasonable and proper rent for premises demised or let by any member to the Company but so that no member of the Committee or governing body of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any member of such Committee or governing body except repayment of 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 Company.

4. The liability of the members is limited.

5. Every member of the Company whether an individual member or a Corporate member undertakes to contribute to the property of the Company, in the event of the same being wound up while he or it is a member, or within one year after he or it ceases to be a member, for payment of the debts and liabilities of the Company (contracted before he or it ceases to be a member) and of the costs, charges, and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding one hundred dollars (\$100.00).

6. If upon the winding-up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other 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 virtue of Clause 3 hereof and in particular which has income exempt status under section 23 of the Income Tax

Assessment Act, such institution or institutions to be determined by the members of the Company at or before the dissolution and in default thereof by application to the Supreme Court of New South Wales for determination. to promote and encourage the general advancement of commerce, science, art, literature, education and other worthwhile activities of benefit to the community at large through the improvement of conference techniques and conference management skills;

7. 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 articles of association 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 provisions of the Companies (New South Wales) Code.