

OZ-ONE Bridge Project - Statement of Intention.

THIS DEED is made the 28th day of January 2007

by **THE AUSTRALIAN BRIDGE FEDERATION** of (“ the ABF”) to record its commitment to supporting the OzOne Bridge Project.

RECITALS:

- A. A benefactor who wishes to remain anonymous has provided the ABF with a sum of money to be used in an attempt to improve the standard of contract bridge players representing Australia in international tournaments in Open, Women’s, and Juniors categories;
- B. Paul Marston (referred to hereafter as Marston) facilitated the inception of the OzOne Bridge Project and was and may continue to be involved in discussions with the benefactor.
- C. It is, therefore appropriate that Marston should play a significant role in directing the endeavour.
- D. A committee has been established to control the Project,
- E. Bridge players have been selected by the Committee and have agreed to commit to the Project. Arrangements have been made for coaching by an international expert and Australian Bridge Players have participated in international tournaments.
- F. On the basis that “OzOne Bridge” has no legal personality and that the ABF had delayed taking action Paul Marston entered into Retainer Agreements with bridge players,
- G. The ABF is willing to take over the administration of the OzOne Bridge Project upon the terms and conditions set out in this Deed for so long as and to the extent that the necessary funding is available.

OPERATIVE PARTS:

1 Interpretation.

In this Deed unless the context otherwise requires:

1.1 “Categories of Assistance” means:-

- (a) the payment of Retainers and performance bonuses to any one or more Players;

- (b) the payment of travel and accommodation costs, contribution towards living expenses and entry fees to enable Players to compete in such tournaments;
 - (c) arranging coaching classes and training sessions for Players using coaches of international standing and experience;
 - (d) such other bonuses, incentives and programmes designed to improve the standard of Australian representation at international bridge tournaments as the Committee shall determine from time to time.
- 1.2 “Committee” means the OzOne Bridge Committee referred to in clause 3.
- 1.3 “Co-Ordinator” means the Co-Ordinator appointed under clause 5.
- 1.4 “Existing Deposit” means the deposit held by the ABF at the time of execution of this deed which becomes part of the Fund at that time.
- 1.5 “Existing Retainers” means the OzOne Bridge Player Agreements entered into by Marston on behalf of the OzOne Bridge Project prior to the making of this Agreement.
- 1.6 “Fund” means the Existing Deposit and any further funding provided to the OzOne Bridge Project and any other donations to or moneys raised for the Project.
- 1.7 “GST” means Goods and Services Tax.
- 1.8 “OzOne Bridge Project” means the OzOne Project instituted by Marston and to be administered by the ABF pursuant to this Agreement.
- 1.9 “OzOne Bridge Squad” means the group of bridge players selected by the Committee from time to time to participate in the OzOne Bridge Project which, at the time of the making of this Agreement, is the group of Players already selected by the existing OzOne Bridge Committee.
- 1.10 “Players” means bridge players of good standing with the ABF who at any given time have been appointed by the Committee to the OzOne Bridge Squad.
- 1.11 “Retainer Agreements” means the Retainer Agreements referred to in clause 6.
- 1.12 Words importing the singular number include the plural number and words importing any gender include each other gender.

2 Change of Control.

- 2.1 The ABF shall administer the OzOne Bridge Project and for that purpose shall have control of the Fund subject to the provisions of this Deed.
- 2.2 Funding for the Project will come from donations to the Fund.

3 Committee.

- 3.1 The ABF appoints the existing OzOne Bridge Committee (whose names appear in Schedule 1 hereto) as the Committee to control the Project. Nothing herein contained shall constitute the Committee as a committee of the ABF under its constitution.
- 3.2 Members of the Committee shall hold office until the Member:-
 - (a) resigns in writing;
 - (b) is removed from office by the ABF and Marston acting jointly;
 - (c) is declared bankrupt;
 - (d) is convicted of a felony; or
 - (e) dies.
- 3.3 In the event that a Committee member ceases to hold office, he or she may be replaced by a bridge player in good standing with the ABF nominated by Marston and shall be so replaced if the number of Committee members falls below three.
- 3.4 Marston may at any time nominate a bridge player in good standing with the ABF as an additional member of the Committee provided that the number of Committee members does not exceed seven.
- 3.5 The Committee must at its first meeting after the making of this Agreement elect a chairperson from among their number who shall preside at meetings of the Committee.
- 3.6 Decisions of the Committee shall be by majority vote; the chairperson shall not have a casting vote.
- 3.7 Meetings of the Committee may be in person or by telephonic or electronic means and voting may also be by any such means.
- 3.8 Meetings of the Committee may be held at any time upon reasonable notice being given by the ABF, Marston, the Co-Ordinator or any Committee member. Notice of the meeting must be given to the ABF and Marston as well as to each Committee member. At least one Committee meeting must be held in every period of six months.
- 3.9 At least one half of the total number of Committee members is necessary to constitute a quorum.

- 3.10 The Committee may adopt rules or by-laws to govern the conduct of its meetings and the carrying on of its business.

4 Functions of the Committee.

- 4.1 The principal functions of the Committee are
- (a) to make decisions as to application of the Fund (or any part thereof) to one or more of the various Categories of Assistance in such proportions and to or for the benefit of such Players or for the payment of expenses as the Committee shall determine.
 - (b) to add bridge players whom the Committee believes are capable of representing Australia with distinction to the OzOne Bridge Squad from time to time as the Committee shall determine;
 - (c) to remove Players from the OzOne Bridge squad at any time at the Committee's discretion;
 - (d) to nominate teams comprised of Players to compete in such tournaments as the Committee determines;
- 4.2 Prior to each meeting of the Committee at which a decision is to be made in relation to the application of any part of the Fund the Co-Ordinator must ascertain from the ABF and advise the Committee of the present state of the Fund and of any limitations placed on the amount of the Fund available to be applied.
- 4.3 The ABF and Marston, acting jointly may prior to the holding of any Committee meeting place limits on the amount of the Fund over which the Committee has jurisdiction.
- 4.4 The ABF must act promptly to apply the Fund or any part thereof in accordance with the Committee's directions provided that the ABF is not required to make any payment from the Fund or take any other action:
- (a) which is illegal;
 - (b) which involves the payment to or for the benefit of a bridge player who is not in good standing with the ABF; or
 - (c) which the ABF and Marston acting jointly agree should not be made or taken.
- 4.5 In addition to its principal functions, the Committee shall monitor the performance both of bridge players retained, and other players with international potential, institute and assess the outcomes of coaching and training sessions and introduce additional programmes and incentives designed to improve performance at an international level.

- 4.6 The Committee shall prepare a report each year of the progress of the OzOne Bridge Project to be presented to the ABF at its annual general meeting by a person delegated to speak for the Committee.
- 4.7 All directions, discretions and determinations of the Committee shall be given or exercised in its absolute discretion.

5 Co-Ordinator.

- 5.1 The ABF must employ as the Co-Ordinator of the OzOne Bridge Project its present Co-Ordinator being the person named in Schedule 2 upon the terms and conditions therein stated.
- 5.2 In the event that the Co-Ordinator ceases to hold office for any reason she shall be replaced by a bridge player in good standing with the ABF nominated by Marston.

6 Retainers.

- 6.1 The ABF must carry out Marston's obligations under Existing Retainer Agreements with Players (funding for which has been provided.)
- 6.2 Subject to clause 4.4(b) the ABF must enter into Retainer Agreements with Players as directed by the Committee.
- 6.3 Retainer Agreements shall be in the form set out in Schedule 3 with such amendments as shall be agreed between the ABF and the Player and consented to by the Committee.
- 6.4 In the case of Players who are liable for GST on amounts payable as retainers the amount of the retainer will be increased by the amount of GST payable by that player subject to a valid tax invoice being provided by the player.

7 Unexpended Funds.

- 7.1 Any part of the Fund not currently applied at the direction of the Committee must be invested by the ABF on deposit with a bank
- 7.2 The interest received on any such deposit (including the Existing Deposit) and any other income earned by the ABF on behalf of the OzOne Bridge Project must be applied by the ABF at the direction of the Committee in payment of the expenses incurred in administering it (including without limitation the remuneration of the Co-Ordinator, cost of employing coaches, travel and accommodation expenses of assistants and the like.)

- 7.3 Any balance of income remaining at the end of any financial year shall be the property of the ABF. The ABF may choose, but is not obliged to donate, such income to the Fund.
- 7.4 Any GST recovered from payments made by the ABF out of the Fund or out of interest received shall be repaid to the Fund or applied to expenses in accordance with clause 7.2.

8 Limitation on Obligations.

- 8.1 The ABF notes that Marston will endeavour to continue to facilitate funding arrangements for the OzOne Bridge Project but is under no legal obligation to do so.
- 8.2 Marston will, so far as he is able, keep the ABF and the Committee informed as to the likelihood and amount of funding to be expected in the future.
- 8.3 Nothing herein contained requires the ABF to make any payments or enter into any obligations on behalf of or in respect of the OzOne Bridge Project unless those payments or obligations are fully funded at the time of the making of the payments or the entry into the obligations.

9 Reports to the ABF.

- 9.1 A report on the activities of the Ozone Bridge Project will be presented at the Annual General Meeting by a bridge player in good standing with the ABF nominated by Marston and the Committee acting together. This player may, but need not, be a member of the Committee.
- 9.2 By agreement between the Management Committee of the ABF and the Ozone Bridge Project Committee such a report may also be presented at the Mid-year General Meeting.

10. Delegation by Marston.

- 10.1 Marston may at any time by notice in writing nominate a bridge player in good standing with the ABF to act as his delegate to exercise all or any of Marston's rights powers or entitlements or carry out any of the roles as described in this deed.

11. Winding Up.

11.1 If at any time the capital of the fund is reduced below \$10,000 (or such other amount as Marston and the ABF shall agree) the OzOne Bridge Project shall be wound up, the Committee shall be disbanded and no further Obligations shall be undertaken on behalf of the OzOne Bridge Project.

In such case any balance of the Fund outstanding after all obligations have been met shall be applied by the ABF towards expenses incurred by it in funding Australian representation in international bridge tournaments.

12. Governing Law.

12.1 This Agreement shall be governed by the law of the State of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

SCHEDULE 1 – Committee Members

SCHEDULE 2 – Co-Ordinator –terms and conditions of engagement.

SCHEDULE 3 – Standard form of Retainer Agreements.

EXECUTION BY THE AUSTRALIAN BRIDGE FEDERATION.

Keith McDonald
President (ABF)