

Companies Act, 1961
A company Limited by Guarantee

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

PENRITH RUGBY LEAGUE CLUB LIMITED

(as amended)

I certify this to be a true copy of the
Constitution of Penrith Rugby League Club Limited
as at **30.03.08**.

CEDRIC HARRY FRANK SIMPSON
SECRETARY
PENRITH RUGBY LEAGUE CLUB LIMITED

NEW SOUTH WALES

No. of Company | 97863

Three Dollars Stamp Duty

**CERTIFICATE OF INCORPORATION
OF PUBLIC COMPANY**

The Companies Act, 1961
(Section 16 [3])

This is to certify that:

PENRITH RUGBY LEAGUE CLUB LIMITED

is, on and from the twenty-sixth day of June 1967,
incorporated under the Companies Act 1961, and that the
Company is a Company limited by Guarantee.

GIVEN under my hand and seal, at Sydney
This twenty-sixth day of June, 1967

(Sgd.) F.J.O. RYAN
Registrar of Companies

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**MEMORANDUM
OF
PENRITH RUGBY LEAGUE CLUB LIMITED**

1. The name of the Company (hereinafter called "the Club") is 'Penrith Rugby League Club Limited'.
2. The registered office of the Club shall be situated in Penrith or in such other place in New South Wales as the Board may from time to time determine.
3. The objects for which the Club is established are:-
 - (a) To acquire all the assets of the Penrith Rugby League Club subject to all debts owing in respect thereof and all other liabilities subsisting at the date of such acquisition.
 - (b) To obtain the transfer to or its nominee of all licences held by or on behalf of the Penrith Rugby League Club under the Liquor Act 1912 as amended or under any other State or Federal Statute.
 - (c) To provide for members and for members' guests a social and sporting Club with all the usual facilities of a Club including residential and other accommodation liquid and other refreshment libraries and provision for sporting musical and educational activities and other social amenities.
 - (d) To promote and propagate the game of Rugby League Football in the Rugby League Football District of Penrith or elsewhere and to provide or assist in the provision of training and conditioning and teaching facilities for football played in accordance with the rules of the New South Wales Rugby Football League.
 - (e) To purchase hire lease or otherwise acquire for the purpose of the Club any real or personal property and any rights or privileges which the Club may think necessary or convenient for the carrying out of its objects or any of them.
 - (ee) To conduct on its own or jointly with another on any premises of the Club or elsewhere within any Local Government area in which the Club has defined premises, any function or entertainment, or fund raising event.
 - (f) To give sell mortgage exchange hire lease or otherwise dispose of the property of the Club or any part or parts thereof.
 - (g) To invest and deal with any of the moneys of the Club not immediately required for the purposes thereof upon such securities and in such manner as may be deemed fit and from time to time to vary and realise such investments.
 - (h) To make draw accept endorse discount execute and issue promissory notes bills of exchange bills of lading warrants debentures and other negotiable or transferable instruments.
 - (i) To borrow money from time to time and for such purposes to give debentures liens mortgage charges or other security over the whole or any part of the property real or personal of the Club.
 - (j) In furtherance of the objects of the Club to apply for and obtain and hold a Club licence or any other licence or licences or certificate of registration under the Liquor Act or Laws or any other Act or Laws for the time being operative and for such purpose or purposes to appoint if necessary or desirable a manager or managers or other officer or officers to act as Licensee or Licensees and hold the Licence or Licences on behalf of the Club.

- (k) In furtherance of the objects of the Club to obtain and hold any Licence or permission necessary for and to carry on the business of restaurant keepers and/or sellers of tobacco cigars and cigarettes and of all kinds of goods provisions etcetera required used or desired by members.
- (l) To take or reject any gift of property money or goods whether subject to any special trust or not.
- (m) To erect maintain improve or alter any building or buildings for the purposes of the Club.
- (n) To render aid either financial or by other means to clubs or associations in the Rugby League Football District of Penrith or elsewhere which clubs or associations are playing or conducting football played in accordance with the rules of the New South Wales Rugby Football League.
- (o) To indemnify any person or persons whether members of the Club or not who may incur or have incurred any personal liability for the benefit of the Club and for that purpose to give such person or persons mortgages, charges or other security over the whole or any part of the real or personal property, present or future, of the Club.
- (p) To establish support or aid in the establishment and support of associations funds trusts and conveniences calculated to benefit the members of the Club or the dependants or connection of such members and to make payments towards insurance for any purpose and to subscribe or guarantee money for charitable or benevolent objects or for any exhibitions or for any public general or useful object.
- (q) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purpose of the Club.
- (r) 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 Club or the dependants or connections of any such person; and to grant pensions and allowances; and to make payments towards insurance.
- (s) 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 Club, in the shape of donations, annual subscriptions or otherwise.
- (t) To print and publish any newspapers, periodicals, books or leaflets that the Club may think desirable for the promotion of its objects.
- (u) To make donations for patriotic or charitable purposes.
- (v) To carry on all such activities as may be necessary or convenient for the purposes of the Club or any of them.
- (w) To do all such acts deeds matters and things and to enter into and make such agreements as are incidental or conducive to the attainment of the objects of the Club or any of them.
- (x) To guarantee and to act as guarantors for any moneys borrowed by any person, corporation or unincorporated body whatsoever and for this purpose to sign any Mortgages, Deeds of Guarantee or otherwise as may be required to give effect to such guarantee.
- (y) To render aid whether financial or otherwise to such other society, association or club whether corporate or unincorporate established for the encouragement or promotion of an athletic sport in which human beings are the sole participants and which is not carried on for the purposes of profit or gain to its individual members.

- (z) To render aid whether financial or otherwise to any society, association or club whether corporate or unincorporate established for musical purposes or for the encouragement of music, art, science or literature and which is not carried on for the purpose of profit or gain to its individual members PROVIDED THAT the activities of such society, association or club shall be carried on in the area of the Penrith City.
- (aa) To enter into any joint venture or other commercial enterprise with any sporting, musical, dramatic, theatrical, cinematic, artistic or other society, association or club which shall have as its main or primary object the provision of sport or cultural or entertainment activities in the City of Penrith or the provision of leisure amenities in the said City whether or not such society, club or association shall be of a commercial nature PROVIDED THAT any profits accruing to the benefit of the Club from such joint venture or commercial enterprise shall not be applied by the Club other than in accordance with paragraph 4 hereof.
- (bb) To provide for the benefit of the residents of the City of Penrith such areas for passive recreation or educational activities as may seem expedient to the Club from time to time.
- (cc) To carry on the business of builders of commercial or residential buildings or otherwise either on its own accounts or in joint venture or partnership with commercial builders PROVIDED THAT any profits accruing to the benefit of the Club from such building enterprise shall not be applied other than in accordance with paragraph 4 hereof.
- (dd) In the furtherance of objects (y), (z), (aa), (bb) and (cc) hereof to erect or join in the erection of such buildings or other structures as may be necessary for the giving effect to such objects and to lay out or join in the laying out or landscaping of the lands and properties of the Club or of the joint ventures or commercial enterprises.

The powers set forth in the Third Schedule of the Companies Act 1961 shall not apply to the Club except in so far as they are included in this Clause 3.

4. The income and property of the Club whencesoever derived shall be applied solely towards the promotion of the objects of the Club 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 howsoever by way of profit to or amongst the members of the Club provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of moneys advanced by him to the Club or otherwise owing by the Club to him or of remuneration of any officers or servants of the Club or to any member of the Club or other person in return for any services actually rendered to the Club. Provided further that no member of the Board of Directors shall be appointed to any salaried office of the Club or any office of the Club paid by fees and that no remuneration shall be given by the Club to any member of such Board of Directors provided that nothing herein contained shall be construed so as to prevent allowance of an honorarium to any such member in respect of special honorary services rendered or the repayment to any such member of out-of-pocket expenses, entertainment and travelling allowances and interest on money lent, sale or hire of goods or rent for premises demised to the Club.
5. The liability of the members is limited.
6. Every member of the club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time that his is a member or within one year afterwards for payment of the debts and liabilities of the Club contracted before the time at which he ceases to be a member and of the costs charges and expenses of winding up the Club and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceed four dollars (\$4.00).

7. If upon the winding up or dissolution of the Club 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 Club but shall be given or transferred to some other institution or institutions having objects similar to those of this Club and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Club under or by virtue of Clause 4 hereof such institution or institutions to be determined by the members at or before the time of the dissolution or in default thereof by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of that Court as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.
8. Correct accounts and books shall be kept, showing the financial affairs of the Club and particulars usually shown in books of account of a like nature.
9. The full names, addresses and occupations of the Subscribers to the Memorandum of Association are as follows:-

Name	Address	Occupation
President:		
East, Lawson Henry Alfred Noel	High Street, Penrith	Butcher Shop Proprietor
Vice Presidents:		
Ausburn, Ernest Kenneth	Henry Street, Penrith	Boilermaker
Welladsen, Bruce Leonard	Hand Avenue, Penrith	Branch Manager
Committeemen:		
Brown, Luis Edmond	Tonaros Avenue, Penrith	Dealer
Cartwright, Mervyn Earl	Carpenter Road, St Marys	Head Storeman
Clarke, Murray	44 Lemongrove Road, Penrith	Head Storeman
Connors, Maxwell Francis	33 Rodley Avenue, Penrith	Driver
Dobbie, Robert	Station Street, Penrith	Railways Assistant
Mcgoogan, James	70 Oxford Street, Cambridge Park	Boilermaker
Mckechnie, John	12 Twenty-Third Street, Warragamba	Overseer
O'connor, Thomas Patrick	64 Evans Street, Penrith	Railway Relieving Officer

10. The undermentioned Subscribers are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Signature of Subscribers

Witness

L.H.A.N. East

E.K. Ausburn

B.L. Welladsen

L. Brown

M.E. Cartwright

M. Clarke

M. Connors

R. Dobbie

James A McGoogan

John McKechnie

Thomas P. O'Connor

E. O'Loughlin

Solicitor, Penrith

Witness

To

All signatures

DATED this Second day of June, 1967

ARTICLES OF ASSOCIATION OF PENRITH RUGBY LEAGUE CLUB LIMITED

1. Pursuant to section 135(2) of the Act all replaceable rules referred to in the Act are hereby displaced or modified as provided in these Articles.

PRELIMINARY INTERPRETATION

2. In these presents unless there is something in the subject or context inconsistent therewith: **“Act”** means the “Corporations Law”, or any statutory modification, amendment or re-enactment thereof for the time being in force.

“Annual General Meeting” means the general meeting held each year as required by the Act and these Articles.

“Articles” and “these presents” means the Articles of Association for the time being of the Company.

“Auditor” or **“Auditors”** means the auditor or auditors for the time being of the Company.

“Biennial General Meeting” means every second Annual General Meeting of the Club commencing on and from the Annual General Meeting of the Club in 2000 and in respect of which there shall be an election for the Group Board in accordance with these Articles.

“By-Laws” means the by-laws of the Club from time to time as promulgated by the Group Board.

“Club” means Penrith Rugby League Club Limited

“Company” means Penrith Rugby League Club Limited.

“Full Financial Member” means a Permanent Member, Life Member or Ordinary Member of the Club who (where applicable) have paid their membership subscription for the relevant financial year.

“Group Board” means the governing body of the Club referred to in Article 15 which shall be the governing body of the Club for the purposes of the Registered Clubs Act.

“Group Director” means any person occupying the position of Director on the Group Board.

“Home Club” means a club included in the schedule below (or any other club with which the Club is amalgamating as the Group Board may from time to time determine).

“Home Club Member” means in relation to each Home Club:

- (a) those persons who were members of the Home Club as at the date of liquidation of that Club for the purposes of amalgamation with the Club; and
- (b) those persons who have made an application for membership of the Club at the premises of a Home Club and have been admitted as either Permanent Members or Ordinary members of the Club referred to in these Articles, and who thereby shall also become a Home Club Member of that Home Club for the purposes of electing the Advisory Board of that Home Club.

“Honorary Member” is bestowed by the Group Board upon dignitary persons as a gesture of good will. Honorary Membership has a start date and finish date and cannot be purchased. Honorary Members have no voting or standing rights for any Home Club Advisory Board and the Group Board.

“In writing” and **“written”** include printing, lithography and other modes of reproducing or representing words in a visible form.

“Life Member” is bestowed by the Group Board upon a Member in recognition of their services rendered. Membership is valid until Member passing and cannot be purchased. Life Members have full voting and standing rights for their Home Club Advisory Board and the Group Board.

“Member” or **“Members”** means the member or members for the time being of the Company.

“Month” and **“year”** means calendar month and calendar year respectively.

“Notice Board” means the Board or Boards provided in a conspicuous place in the Club premises on which notices for the information of members are posted.

“Office” means the registered office for the time being of the Company in New South Wales.

“Ordinary Member” is purchased by Members and allows full membership benefits. Ordinary Members have full voting and standing rights for their Home Club Advisory Board and the Group Board and can vote on constitutional matters.

“Penrith Club” means the premises of the Club situated at Mulgoa Road, Penrith, New South Wales.

“Permanent Member” is a Member who has purchased permanent Membership of the Club which is to run until the time of their passing. At this time Membership fees are refundable less GST. Permanent Membership allows members to enjoy full membership benefits and have full voting and standing rights for their Home Club Advisory Board and the Group Board and can vote on constitutional matters.

“Proposed Member” is a person who has lodged a Membership nomination form that is pending approval by the Board of Directors, and has the same meaning as is ascribed to “Provisional Member” by the Registered Clubs Act 1976.

“Register” means the Register of Members to be kept pursuant to the Companies Act and where applicable includes branch register.

“Seal” means the Company's common seal.

“Secretary” includes assistant or acting secretary.

“Special Resolution” has the meaning assigned thereto by the Companies Act.

“Social Member” is a Member of the Club for 12 months who have no voting or standing rights for any Home Club Advisory Board or the Group Board. Social Members are not permitted to participate in or enter any Home Club or Club promotions.

“Statute” means the “Corporations Law”, or any statutory modification, amendment or re-enactment thereof for the time being in force.

“Temporary Member” is a Member in accordance with the Registered Clubs Act 1976 – Section 30B. Members can be admitted as Temporary Members of the Club for a period of up to, but not exceeding, 7 consecutive days. Temporary Members have no voting or standing rights for any Home Club Advisory Board or the Group Board. Temporary membership does not carry any of the benefits of a Full Financial Member.

SCHEDULE

Name of Home Club	Premises
Bathurst Panthers	132 Piper Street, Bathurst
Cardiff Panthers & Newcastle Panthers	309 King Street, Newcastle West
Glenbrook Panthers	1 Hare Street, Glenbrook
Lavington Panthers	795 Centaur Road, Lavington
Mekong Panthers	117 John Street, Cabramatta
North Richmond Panthers	33 Beaumont Street, North Richmond
Penrith Panthers	123 Mulgoa Road Penrith
Port Macquarie Panthers	1 Bay Street, Port Macquarie
Triglav Club Limited (trading as St Johns Park Community Club)	80-84 Brisbane Road, St Johns Park
Wallacia Panthers	13 Park Road, Wallacia
West Epping Panthers	17 Mountain Street, Epping

Where a Home Club prior to amalgamation comprised two premises both premises will remain part of the defined premises of the Club for the purposes of the Registered Clubs Act but the premises in the schedule above shall be the premises for the purposes of electing an Advisory Board for that Home Club and for the purpose of electing the Group Board.

Words importing the singular number include the plural number and vice versa.

Words importing the masculine gender include the feminine gender.

Words importing persons include corporation or corporations.

MEMBERSHIP

3. (a) For the purpose of registration but not by way of limitation the number of members of the Club is declared not to exceed ten thousand (10,000) but the Group Board may from time to time register an increase or decrease of members.
- (b) A person under the age of 18 years shall not be admitted as a member of the Club.
- (c) A person under the age of 18 years shall not propose or second a person for admission as a member of the club.
- (d) No person can claim more than one club as their Home Club at any one time
4. (a) Unless and until otherwise determined by the Group Board a person shall not be admitted to membership of the Club except as an:-
 - (i) Honorary Member
 - (ii) Life Member
 - (iii) Ordinary Member
 - (iv) Permanent Member
 - (v) Proposed Member
 - (vi) Social Member
 - (vii) Temporary Member

5. The first members of the Club shall be:
 - (a) The signatories to the Memorandum of Association.
 - (b) All members of the Penrith Rugby League Club who were financial as at 3 March 1967.

PROVIDED HOWEVER that the persons referred to in paragraph (b) of this Article shall on or before the 31st day of January, 1968, sign and deliver to the Secretary of the Club the following form of application for membership:

To the Secretary of Penrith Rugby League Limited

Sir,

I desire to become a Foundation Member of the Penrith Rugby League Club Limited AND I HEREBY AGREE, if admitted, to be bound by the Memorandum and Articles of Association and By-Laws of the Club.

PARTICULARS

Full Name:

Address:

6.
 - (a) Every nomination for membership of the Club shall be in writing and signed by the candidate.
 - (b) Particulars of the nomination for membership shall be posted by the Secretary on the notice Group Board in a conspicuous place in the Club premises and shall remain posted for not less than seven days. At a time not less than fourteen days from the date of the proposal of a person for election the nomination shall be submitted to the Group Board for consideration of such nomination when a ballot of the Group Board of Group Directors shall take place. A member shall be duly elected if he receives a majority of the votes of the Group Board members present at such meeting.
7. A person shall not be admitted as a member of the Club other than as an Honorary Member, a Proposed Member or a Temporary Member unless he is elected to membership at a meeting of the full members of the club or at a duly convened meeting of the governing body or election committee of the Club, the names of whose members present and voting at such meeting are recorded by the Secretary of the Club.
8. Every person elected to membership as set out in the foregoing Article shall be deemed to agree to pay all fees and charges as prescribed in the Memorandum and Articles of Association of the Club and to be bound by the Memorandum and Articles of Association of the Club and by the Club's By-Laws from time to time in force and the payment by the said member of the entrance fee and subscriptions hereinbefore provided shall be conclusive evidence of such agreement. In the event that a person proposed for membership shall fail to be elected as hereinbefore provided all moneys paid by him by way of entrance fee and subscription shall be forthwith refunded to him.
9.
 - (a) A member of the Club shall not distribute within the Club premises or to any member of the Club any written matter canvassing support for any notice of motion to be dealt with by the members at any annual general meeting or extraordinary general meeting nor shall any member allow his name to appear on any how to vote card supporting his candidature for election to the Group Board of Group Directors.
 - (b) A member of the Club shall not allow his name to be used or published in the press or radio or television or any other form of mass media in support of any notice of motion to be dealt with by members at any annual general meeting or extraordinary general meeting or in support of his candidature or the candidature of any other member for election to the Group Board of Group Directors. Any member who acts in contravention of this sub-paragraph or the immediate preceding sub-paragraph 9(a) shall at the discretion of the Group Board of Group Directors forfeit his membership of the Club.

9A. A member of the Club other than an Honorary member or Temporary member may apply to the Group Board to be transferred to another category of membership and provided the member has the qualifications necessary for that other category of membership and pays the subscription appropriate to that other category of membership the Group Board may approve such transfer.

10. The Group Board may from time to time as it sees fit provide for different classes of members and membership and in particular shall provide for:-

(a) (i) **Honorary Members**

The following persons may be made Honorary members of the Club in accordance with procedures established by the Group Board from time to time:-

(a) the patron or patrons for the time being of the Club;

(b) any prominent citizen or local dignitary visiting the Club.

(iii) Honorary members shall be entitled to only the social facilities and amenities of the Club and shall not be entitled to attend or vote at any meeting of the club, nominate or be elected to the Group Board or any office in the Club or participate in the management, business and affairs of the Club in any way.

(iv) When Honorary membership is conferred on any person the following particulars shall be entered in the Club's Register of Honorary Members:

(a) the name in full of the Honorary Member;

(b) the residential address of the Honorary Member;

(c) the date on which Honorary membership is conferred;

(d) the date on which Honorary membership is to cease.

(b) (i) **Life Members**

Who shall be Members who in the opinion of the Group Board have rendered exceptional, unusual or distinguished service to the Club and any such recommendation by the Group Board shall be submitted to a general meeting of members of the Club and notice of the proposal for Life membership shall be included in the notice of the meeting sent to members.

(ii) On any such recommendation being submitted by the Group Board a majority of two thirds of Club members present and entitled to vote at such extraordinary general meeting shall be required to elect a member as a life member. The first life members of the Club shall be the life members of the Penrith Rugby League Club.

(iii) Every Life Member shall be exempt from the payment of membership subscriptions to the Company and shall retain all the rights and privileges of membership of the Company held before becoming a Life Member.

(c) (i) **Ordinary Members**

Who shall be elected as hereinbefore provided.

Ordinary Members enjoy full membership benefits and they have full voting and standing rights for their Home Club Advisory Board and the Group Board and can vote on constitutional matters

(d) (i) **Permanent Members**

Who shall be elected in the same manner as Ordinary Members.

Permanent Members purchase permanent Membership of the Club which is to run until the time of their passing. At this time Membership fees are refundable less GST. Permanent Membership allows members to enjoy full membership benefits and have full voting and standing rights for their Home Club Advisory Board and the Group Board and can vote on constitutional matters.

(e) (i) **Proposed Members**

Any person who has lodged with the Secretary a nomination form duly completed in accordance with these Articles seeking membership of the Club and pays to the Club the subscription appropriate to the class of membership referred to in the nomination form may be granted proposed membership of the Club while awaiting the decision of the Group Board in relation to that person's application for membership of the Club.

- (ii) Should a person who is admitted as a proposed member not be elected to membership of the club within six weeks from the date of lodging the nomination form with the Secretary or should that person's application for membership be refused (whichever is the sooner) that person shall cease to be a proposed member of the Club and the annual subscription submitted with the nomination shall be forthwith returned to that person.
- (iii) Proposed members shall be entitled only to the social facilities and amenities of the Club and shall not be entitled to attend or vote at any meeting of the Club, nominate for or be elected to their Home Club Advisory Board, the Group Board or any office of the Club or to participate in the management, business and affairs of the Club in any way.
- (iv) Nothing in these Articles shall prevent an applicant for membership of the Club submitting with his or her application the appropriate subscription for the purpose of obtaining Proposed membership pursuant to this Article.

(f) (i) **Social Members**

The following persons in accordance with procedures established by the Group Board may be made Social Members of the Club:

- (a) Any visitor whose ordinary place of residence in New South Wales is less than 5 kilometres from the Home Club through which membership is being sought to the Club or such greater distance that may be determined from time to time by the Group Board by By-Law pursuant to these rules and whose desire is to gain entry to the Home Club without becoming a Permanent or Ordinary member of the Club.
- (b) Social Members shall be required to pay no less than \$2.20 for an annual member subscription
- (c) Social Members shall not be entitled to vote at any meeting of the Club, nominate for or be elected to their Home Club, the Group Board or any office in the Club or participate in the management, business and affairs of the Club or their Home Club in any way.
- (d) Social Members shall not be permitted to introduce guests into the Club other than a minor in accordance with Article 44A (b)
- (e) The Secretary of the Club or the senior employee then on duty may terminate the membership of any Social member at any time without notice and without having to provide any reason therefore.
- (f) No person under the age of 18 years may be admitted as a Social Member of the Club
- (g) Social Members shall not be entitled to enter or participate in any Home Club or Club member promotions or loyalty rewards schemes or accrue member reward points.

(g) (i) **Temporary Members**

A Temporary Member is defined under the Registered Clubs Act 1976 - Section 30B as a member who can be admitted to the Club for a period of up to, but not exceeding, 7 days.

- (ii) The following persons in accordance with procedures established by the Group Board may be made Temporary members of the Club:-
- (a) Any visitor whose ordinary place of residence in New South Wales is not less than a distance of 5 kilometres from the Club or such greater distance as may be determined from time to time by the Group Board by By-law pursuant to these Rules;
 - (b) Full Members (as defined in the Registered Clubs Act) of other clubs which are registered under the Registered Clubs Act and which have objects similar to those of the Club;
 - (c) A full member (as defined in the Registered Clubs Act) of any registered club who, at the invitation of the Group Board of the Club or a full member of the Club, attends on any day at the premises of the Club for the purpose of participating in an organised sport or competition to be conducted by the Club on that day from the time on that day when he so attends the premises of the Club until the end of that day;
 - (d) Any interstate or overseas visitor.
- (iii) Temporary members shall not be required to pay an entrance fee or annual subscription.
- (iv) Temporary members shall not be entitled to vote at any meeting of the Club, nominate for or be elected to the Group Board or any office in the Club or participate in the management, business and affairs of the Club in any way.
- (v) Temporary members shall not be permitted to introduce guests into the Club other than a minor in accordance with Article 44A(b).
- (vi) The Secretary of the Club or the senior employee then on duty may terminate the membership of any Temporary member at any time without notice and without having to provide any reason therefore.
- (vii) No person under the age of 18 years may be admitted as a temporary member of the Club.
- (viii) When a Temporary member (other than a Temporary member admitted pursuant to paragraph (e)(ii)(a) of this Article 10) first enters the Club premises on any day the following particulars shall be entered in the Club's Register of Temporary Members:-
- (a) the name in full of the temporary member;
 - (b) the residential address of the temporary member;
 - (c) the date on which temporary membership is granted;
 - (d) the signature of the Temporary member.

ENTRANCE FEES AND MEMBERSHIP SUBSCRIPTION

11. (a) The entrance fees, membership subscriptions and other membership fees or charges payable by ordinary members, the amount thereof and the time and manner of payment thereof and all other matters pertaining thereto not by these Articles specially provided for shall be such as from time to time be prescribed by the Group Board of Group Directors PROVIDED THAT the membership subscription shall not be less than Two dollars and twenty cents (\$2.20).
- (b) The membership subscriptions and any other fees or charges payable shall be payable in full in advance unless otherwise provided for by the Group Board of Group Directors.
- 12 (a) Membership subscriptions fall due on November 1 of the relevant financial year. If the subscription of a Member shall remain unpaid for a period of 44 days after it becomes due then the Member may after notice of default that shall have been sent to him by the Secretary, be debarred by resolution of the Board from all privileges of Membership and his or her name may be removed by the Board from the Register of Members provided that the Board may reinstate the Member and restore his or her name to the Register on payment of all arrears if the Board sees fit to do so.

ADVISORY BOARDS

13. (a) At each Home Club there shall be an Advisory Board. The name of each Advisory Board, the number of members of each Advisory Board and the system of election of each Advisory Board is to be determined by the Group Board by By-Law.
- (b) An Advisory Board will carry out such functions as are prescribed by the Group Board by By-law from time to time in relation to the premises and operations of the respective Home Club.
- (c) Each Advisory Board will report on its activities to the Group Secretary in accordance with By-Laws prescribed by the Group Board from time to time.
- (d) Each Advisory Board will be elected by the Home Club members of each Home Club annually, biennially or triennially (in the manner referred to in the Registered Clubs Act) as determined by the Group Board by By-Law.
- (e) The Group Board shall have power to remove from office any member of any Advisory Board who in the opinion of the Group Board has not acted in the best interests of that Advisory Board or the Club unless that member is also a member of the Group Board. The Group Board will not be required to give any reasons for its decision.

ENTITLEMENT TO VOTE FOR ADVISORY BOARDS

- 13A (a) A Full Financial Member shall be eligible to vote in the election of the Advisory Board of his or her Home Club.
- (b) A Home Club member will not be eligible to vote in the election of more than one Advisory Board.
- (c) Members who are also employees shall not be eligible to vote in the election of an Advisory Board.
- 13AA.(a) There will be a Penrith Club Advisory Board to be known as the Penrith Advisory Board.
- (b) The Penrith Advisory Board will consist of the Directors of Penrith District Rugby League Football Club Limited.
- (c) The Penrith Advisory Board will carry out such functions as are prescribed by the Group Board by By-law from time to time in relation to the premises and operations of the Penrith Club.
- (d) The Penrith Advisory Board will report on its activities to the Group Board in accordance with By-laws prescribed by the Group Board from time to time.

CONDUCT OF ELECTION FOR ADVISORY BOARD

- 13B. The calling of nominations, the close of nominations and the conduct of elections for each Advisory Board shall be as prescribed by the Group Board by By-law from time to time after consultation with each Advisory Board.
- 13C. A Home Club member who changes his or her principal place of residence to be significantly closer to the premises of another Home Club than the premises of the Home Club of which he or she is a member may apply to the Group Board to transfer membership to that other Home Club and the Group Board in its absolute discretion may determine that application.

QUALIFICATIONS FOR ELECTION TO AN ADVISORY BOARD

14. Subject to Article 13(e) a person will be eligible to be elected to an Advisory Board of a Home Club if that person is:
- (a) Nominated for election in accordance with the By-Laws for the election of that Advisory Board; and
 - (b) A Home Club member of that Home Club.
- 14A. A Home Club member will not be eligible to be nominated for more than one Advisory Board.

GOVERNANCE OF THE CLUB

15. The Governing Body of the Club
- (a) The governing body of the Club will be known as “the Group Board.”
 - (b) On and from the next election of the Group Board following the date of adoption of this Article 15(b), the Group Board shall consist of fourteen (14) Group Directors. Until that election, the Group Board shall consist of nine (9) Group Directors. The Group Board shall be elected biennially.
 - (c) On and from the time when the Group Board increases in number to consist of fourteen (14) Group Directors:
 - (i) Nine (9) Group Directors must each have the qualifications of:
 - (1) being a Full Financial Member of the Club, who also satisfies the requirement of Article 16(b); and
 - (2) being a Director of the Penrith District Rugby League Football Club Limited.
 - (ii) Five (5) Group Directors must each have the qualifications of:
 - (1) being a full financial member of the Club, who also satisfies the requirement of Article 16(b); and
 - (2) being a member of a Home Club Advisory Board other than the Penrith Advisory Board.
 - (d) Of the Group Directors referred to in Article 15(c)(ii), not more than two (2) can be members of the same Home Club.
16. Qualifications for election to the Group Board
- Subject to Article 15 a person is eligible to be elected to the Group Board at a biennial election of the Group Board if that person:
- (a) is nominated for election to the Group Board in accordance with Article 16B;
 - (b) is a Full Financial Member of their Home Club and has been for an unbroken period of not less than three years at the time of nomination.
 - (c) has completed the Pre Nomination Meeting requirements prior to the elections in accordance with the provisions of clause 16B (j).

- 16A. (a) No member of the Penrith District Rugby League Football Club who is registered as a player of such Club or any graded referee in the Sydney Rugby League Football Competition or the National Rugby League Competition shall be eligible to hold office as a Group Director.
- (b) In the event that any Group Director becomes a registered player of the Penrith District Rugby League Football Club or a graded referee in the Sydney Rugby League Football Competition or the National Rugby League Competition his position as a Group Director will become vacant within fourteen (14) days of his so becoming a registered player or graded referee.

NOMINATION OF CANDIDATES FOR GROUP BOARD

- 16B. (a) Not less than six weeks before each Biennial General Meeting the Group Secretary shall cause a notice to be prominently displayed in each of the Home Clubs and at the Penrith Club calling for nominations for election to the Group Board and the time and date when nominations are to close.
- (b) Nominations for the Group Board will close as determined by the Group Board but not less than thirty (30) days prior to the Biennial General Meeting.
- (c) Nominations for the Group Board must be in writing and signed by two (2) Ordinary, Permanent or Life members of the Club and by the nominee who thereby shall signify his or her consent to the nomination.
- (d) All nominations for the Group Board must be delivered to the Group Secretary by the close of nominations.
- (e) Within two (2) days after the close of nominations the Group Secretary shall cause the names of candidates to be drawn to determine the order in which candidates will appear on the voting paper, together with each candidate proposer and seconder, and prominently displayed in the Penrith Club and in each of the Home Clubs.
- (f) Out of the persons nominated for election to the Group Board, the members shall elect the Group Directors who shall hold office subject to these Articles until the next Biennial General Meeting.
- (g) If at the close of nominations the requisite number of candidates is nominated and the requirements of Article 15 have been satisfied then those candidates will be declared elected by the Chairman of the Biennial General Meeting.
- (h) If there be less than the required number of candidates nominated then provided there shall be sufficient number for a quorum on the Group Board those candidates who have been nominated shall be declared elected and the vacant positions may be filled by the Group Board as casual vacancies following the Biennial General Meeting.
- (i) If there be more candidates nominated than positions to be filled on the Group Board an election shall be conducted in accordance with Article 16C.
- (j) A Pre Nomination Meeting will be held in the period following the close of nominations and prior to the election of members. The form of the Pre Nomination Meeting will be determined by the Group Board.

CONDUCT OF ELECTION FOR GROUP BOARD

- 16C. (a) The election for the Group Board shall be conducted by an independent Returning Officer and such Assistant Returning Officers as may be necessary who shall be appointed by the Group Board.
- (b) The election shall be conducted at the Penrith Club and at each of the Home Clubs on such days and at such times on those days as the Group Board shall determine.
- (c) A member who under these Articles is eligible to vote for the Group Board can vote for any candidates nominated in the election of the Group Board but a Home Club member who is eligible to vote for the Group Board can only cast his or her vote at the site of the Home Club of which he or she is a Home Club member and a Full Financial Member who joined the club at the Penrith Club can only cast his or her vote at the Penrith Club. A member can only vote on one occasion in each biennial election of the Group Board.
- (d) At the close of the ballot at each Home Club and at the Penrith Club the Returning Officer or Assistant Returning Officer will secure the ballot papers and forward same to the Returning Officer at the Penrith Club who will then proceed to examine and count the ballot papers.
- (e) Each candidate will be eligible to nominate one scrutineer who will be able to observe the counting of the ballot papers.
- (f) The Returning Officer at the Penrith Club is authorised to appoint respectively members of the Penrith Club who are not also scrutineers to assist in the counting of the ballot.
- (g) The ballot will be counted on a first past the post system as follows:
- (i) The nine (9) positions of Group Director which are elected by virtue of the member holding the qualification that the member is a Director of Penrith District Rugby League Football Club Limited will be declared elected first; thereafter
- (ii) The five (5) positions of Group Director which are elected by virtue of the member holding the qualification that the member is a member of a Home Club Advisory Board will be declared elected provided that not more than two (2) candidates from the same Home Club will be declared elected.
- (h) In the case of any doubt as to the validity of a ballot paper the decision of the Returning Officer will be final.
- (i) In the event of an equality of votes between two or more candidates the successful candidate will be determined by the Returning Officer or Assistant Returning Officer drawing lots in the presence of three members of the Club who will certify in writing as to the outcome of the drawing of lots and such certification shall be retained by the Club as a business record.
- (j) Members who are also employees of the Club shall not be eligible to vote in the election of the Group Board.
- (k) The Group Board shall have power to make By-Laws from time to time supplemental to this Article 16C for the conduct of the election of the Group Board.

VACANCY IN GROUP BOARD OF GROUP DIRECTORS

17. The office of a member of the Group Board shall automatically be vacated:
 - (a) if he or she becomes insolvent under administration or has been convicted of any offence referred to Section 229(3) of the Corporations Law.
 - (b) if he or she becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health.
 - (c) if he or she is absence from meetings of the Group Board for a continuous period of 3 calendar months without leave of absent from the Group Board and the Group Board resolves that his or her office be vacated.
 - (d) if by notice in writing given to the Secretary he or she resigns from office as a Group Director.
 - (e) if he or she becomes prohibited from being a member of the Group Board by reason of any order made under the Act.
 - (f) if he or she ceases to be a member of the Club.
 - (g) if he or she fails to declare the nature of his or her interest in a contract or office or property in accordance with these Articles.
 - (h) if he or she becomes an employee of the Club.
 - (i) if he or she dies.
 - (j) Any Group Director who was elected or appointed to office by virtue of holding the qualification of being a Director of Penrith District Rugby League Football Club Limited will, upon ceasing to hold that qualification, immediately cease to hold office as a Group Director.
 - (k) Any Group Director who was elected or appointed to office by virtue of holding the qualification of being a Home Club Advisory Board member will, upon ceasing to hold that qualification, immediately cease to hold office as a Group Director.
- 17A. The Group Board shall have power at any time to appoint any eligible person to the Group Board to fill a casual vacancy. The person so appointed shall hold office only until the conclusion of following Biennial General Meeting. The continuing Group Directors may act notwithstanding any vacancy in the Group Board provided that there is a quorum for each Group Board meeting.
- 17B. Subject to Article 15 a person who has the qualifications referred to in paragraph (b) of Article 16 shall be eligible to be appointed to fill a casual vacancy as a Group Director on the Group Board. In the event of a casual vacancy in a position of Group Director held by a member of a Home Club Advisory Board, the Group Board will invite the Home Club Advisory Board to nominate a member of that Home Club Advisory Board for the purpose of the Group Board appointing that person to fill the vacancy. In the event that the casual vacancy cannot be filled by this process the Group Board will have the power to appoint any eligible member of any Home Club Advisory Board to fill the vacancy.
18. All acts done at any Group Board Meeting or by any person acting as a Group Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Group Director or Group Directors, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Group Director.
19. No Group Director shall receive any remuneration for his services in his capacity as a Group Director, unless approval is given by a resolution of the annual general meeting or special general meeting for payment of an annual honorarium, PROVIDED HOWEVER that the Group Directors may be paid all travelling hotel and other expenses properly incurred by them in connection with the business of the Club and an honorarium in respect of special honorary services rendered to the Club, in accordance with Section 10(6)(b) of the Registered Clubs Act.

20. The members in general meeting may by ordinary resolution of which special notice has been given remove any member or members of the Group Board or the whole of the Group Board before the expiration of his or her or their period of office and may by ordinary resolution appoint another person or persons in his or her or their stead providing the person so appointed has the qualifications to be a Group Director in accordance with these Articles. Any person so appointed shall hold office during such time only as the person whose place he or she is appointed would have held the same if he or she had not been so removed. Notice of the intention to remove a member of the Group Board from office must be given to the Club at least 2 months before the meeting at which the resolution is to be considered and voted on. The provisions of Section 227 of the Act shall be followed in relation to that meeting.

POWERS AND DUTIES OF THE GROUP DIRECTORS

21. The business and general affairs of the Club shall be under the management of the Group Board of Group Directors which shall have full control of the property of the Club and absolute authority subject to the Memorandum of Association regarding its disposition and in the conduct and administration of all affairs and business of the Club including the rights and privileges of members in respect of the Club except insofar as is otherwise expressly provided by these Articles. In particular but without derogating from the general powers hereinbefore conferred the Group Board shall have power from time to time:
- (a) To appoint from among its members or from members of the Club, sub-committees for any purpose whatever which from time to time it may think desirable and to delegate to any such sub-committee such powers as it may think fit and any such appointment or delegation from time to time to revoke or alter. Unless otherwise specified in the minute of the Group Directors appointing the sub-committee the quorum of all sub-committees shall consist of a majority of the members of such sub-committee.
 - (b) Subject to Article 22 to make such by-laws rules or regulations not inconsistent with the Memorandum and Articles of Association of the Club, as in the opinion of the Group Board are necessary or desirable for the proper control, administration and management of the Club's finances, affairs, interests, effects and property and for the convenience, comfort and well being of the members of the Club and to amend or rescind from time to time any such by-laws rules and regulations.
 - (c) To enforce the observance of all by-laws, rules or regulations by suspension from enjoyment of the Club privileges or any of them or otherwise as the Group Board thinks fit.
 - (d) To appoint any delegate or delegates to represent the Club for any purpose with such powers as may be thought fit.
 - (e) To engage, appoint, control, remove, discharge, suspend, and dismiss such manager, secretaries, officers, representatives agents and servants or other employees in respect to permanent, temporary or special services as it may from time to time think fit and to determine the duties, pay, salary, emoluments or other remuneration but no payment or part payment of any secretary, manager or other officer or servant of the Club shall be made by way of commission or allowance from or upon the receipts of the Club for liquor supplied.
 - (f) To purchase or otherwise acquire for the Club any property rights or privileges which the Club is authorised to acquire at such price and generally on such terms and conditions as it shall think fit.
 - (g) To secure the fulfilment of any contracts or engagements entered into by the Club by mortgaging or charging all or any of the property of the Club as may be thought fit.
 - (h) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Club or its officers or otherwise concerning the affairs of the Club and also to compound or allow time for payment and satisfaction of any debts due to and any claims or demands by or against the Club and to refer any claims or demands by or against the Club to arbitration and to observe and perform the award.

- (i) To determine who shall be entitled to sign or endorse on the Club's behalf, contracts, receipts, acceptances, cheques, bills of exchange, promissory notes and other documents or instruments.
 - (j) To invest and deal with any of the moneys of the Club not immediately required for the purposes of the Club upon such securities and in such manner as the Group Board may think fit and from time to time to vary or realise such investments.
 - (k) From time to time at its discretion to borrow or secure the payment of any sum or sums of money for the purposes of the Club and to raise or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as it shall think fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise and either charged upon all or any of the Club's property both present and future or not so charged or by any mortgage charge or other security upon or over all or any part of the Club's property both present and future. Any debentures or other securities may be issued with any special rights and privileges which the Group Board may think proper to confer on the holders.
 - (l) To sell, exchange or otherwise dispose of any furniture, fittings, equipment, plant or other goods or chattels and any land or buildings belonging to the Club and to lease any property of the Club, to exchange or sell all or any of the lands and buildings or other property or rights to which the Club may be entitled from time to time PROVIDED that the power to lease shall not be exercised with respect to any part of the Club's premises which may be registered under the provisions of the Registered Clubs Act without the consent of the Licensing Court being obtained and provided further that the power to sell shall not be exercised in respect of the whole or any part of the Club's premises which may be registered under the provisions of the Registered Clubs Act without the prior approval of the members in general meeting.
 - (m) To fix the maximum number of each class of members who may be admitted to the Club.
 - (n) To caution or suspend for such period as it thinks fit, any member who shall wilfully infringe any provisions of the Memorandum or Articles of Association or of the by-laws rules or regulations of the Club or who shall in the opinion of the Group Directors be guilty either in or out of the Club premises of conduct unbecoming of a member or prejudicial to the interests of the Club.
 - (o) To impose any restrictions or limitations on the rights and privileges of members honorary members and visitors relating to the use by them of the Club premises and/ or any amenity or facility therein contained or relating to their conduct, behaviour, clothing and dress whilst on the said premises.
22. Any by-law or rule or regulation made under these Articles shall come into force and be fully operative upon the posting of appropriate notice containing such by-law, rule or regulation on the notice Group Board of the Club.

MEETINGS OF THE GROUP BOARD

23. (a) The Group Board shall meet at least once in every month for the transaction of business. Minutes of all resolutions or proceeding of the Group Board shall be entered in a book provided for the purpose. The chairman may at any time and the Secretary shall upon the request in writing to two Group Directors convene a meeting of the Group Board.
- (b) At the first meeting of the Group Board the Group Directors shall elect from their number a Chairman, a Senior Deputy Chairman and Junior Deputy Chairman. In the absence of the Chairman the Senior Deputy Chairman shall preside at Group Board Meetings and in the absence of both the Chairman and the Senior Deputy Chairman the Junior Deputy Chairman shall so preside. The Chairman, the Senior Deputy Chairman and the Junior Deputy Chairman must at all times be members of the Penrith Home Club.

- (c) The Chairman if present shall be entitled to preside at all meetings of the Group Board. In the absence of the Chairman, the Senior Deputy Chairman and the Junior Deputy Chairman the meeting shall elect another Group Director to be Chairman of the meeting, the Secretary taking the chair for the purpose only of the election but without the right to vote.
 - (d) A majority of the Group Directors present at a meeting of the Group Board will constitute a quorum provided that a quorum will not exist at that meeting unless also present at the meeting are a majority of Group Directors who are Directors of Penrith District Rugby League Football Club Limited. If a quorum is not present within fifteen (15) minutes of the time appointed for the meeting it will stand adjourned to the same day in the next week at the same time and place. If at the adjourned meeting a quorum is not present within fifteen (15) minutes from the time appointed for the meeting the Group Directors who are present will be a quorum.
- 23A. The Group Directors of the Club may pass a resolution without a Group Directors' meeting being held if all the Group Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Group Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Group Director signs.
- 23B. A Group Directors' meeting may be called or held using any technology consented to by all the Group Directors. The consent may be a standing one. A Group Director may only withdraw his or her consent within a reasonable period before the meeting.
- 23C. All questions arising at any meeting of the Group Board shall be decided by a majority of votes but in the case of an equality of votes the Chairman shall have a second or casting vote.
24. A General Meeting called the Annual General Meeting shall be held once at least in every calendar year at such time and place as may be determined by the Group Board but within five (5) months of the close of the financial year. All meetings other than Annual General Meetings shall be called General Meetings.
25. (a) The Group Board may whenever it considers fit call and arrange to hold a general meeting of the Club.
- (b) The Group Board must call and arrange to hold a general meeting of the Club on the request of:-
- (i) members with at least 5% of the votes that may be cast at the general meeting; or
 - (ii) at least 100 members who are entitled to vote at the general meeting.
- In this Article 25 the term "the request" shall mean the request referred to in this paragraph (b).
- (c) The request must:-
- (i) be in writing; and
 - (ii) state any resolution to be proposed at the meeting;
 - (iii) be signed by the members making the request;
 - (iv) be given to the Club.
- (d) Separate copies of a document setting out the request may be used for signing by the members if the wording of the request is identical in each copy.
- (e) The Group Board must call the meeting within 21 days after the request is given to the Club. The meeting is to be held not later than 2 months after the request is given to the Club.

- (f) Members with more than 50% of the votes of all the members who make the request may call and arrange to hold a general meeting if the Group Board do not do so within 21 days after the request is given to the Club.
 - (g) The meeting referred to in paragraph (f) of this Article 25 must be called in the same way - so far as is possible - in which general meetings of the Club may be called. The meeting must be held not later than three months after the request is given to the Club.
 - (h) To call the meeting the members requesting the meeting may ask the Club for a copy of the Register of Members and the Club must give the members the copy of the Register without charge.
 - (i) The Club must pay the reasonable expenses the members incurred because the Group Board failed to call and arrange to hold the meeting. The Club may recover the amount of the expenses from the Group Directors of the Club. However, a Group Director is not liable for the amount if they prove that they took all reasonable steps to cause the Group Directors to comply with this Article 25. The Group Directors who are liable are jointly and individually liable for the amount. If a Group Director who is liable for the amount does not reimburse the Club the Club must deduct the amount from any sum payable as fees payable to, or remuneration (including an honorarium) of the Group Director.
26. (a) At least 21 days notice must be given of the Annual General Meeting and of any general meeting of the members of the Club.
- (b) A notice of a general meeting of the Club's members must:-
- (i) set out the place, date and time of the meeting; and
 - (ii) state the general nature of the meeting's business; and
 - (iii) if a special resolution is to be proposed at the meeting - set out an intention to propose the special resolution and state the resolution;
- (c) Neither the accidental omission to give notice of a meeting or the nonreceipt by any person of notice of a meeting shall invalidate any proceedings at such meeting unless pursuant to Section 1322 of the Act such proceedings are declared to be void.

PROCEEDINGS AT ANNUAL GENERAL MEETINGS

27. Business of the Annual General Meeting shall be as follows:
- (a) To confirm the Minutes of the previous Annual General Meeting;
 - (b) To receive and consider the statements and reports referred to in Article 48;
 - (c) In the case of a Biennial General Meeting to declare the result of the election for Group Directors and if necessary to elect further Group Directors pursuant to Article 48;
 - (d) To appoint an Auditor or Auditors in the event that there be a vacancy in the office of Auditor;
 - (e) To deal with any other business of which due notice has been given.
28. If the Club's auditor or a representative of the Club's auditor is at the meeting, the Chairman of the Annual General Meeting must allow a reasonable opportunity for the members as a whole at the meeting to ask the auditor or the auditor's representative questions relevant to the conduct of the audit and the preparation and conduct of the auditor's report.

MEMBERS' RESOLUTIONS

29. (a) The following members may give the Club notice of a resolution that they propose to move at a general meeting:
- (i) members with at least 5% of the votes that may be cast on the resolution; or
 - (ii) at least 100 members who are entitled to vote at a general meeting;
- (b) The notice must:
- (i) be in writing; and
 - (ii) set out the wording of the proposed resolution; and
 - (iii) be signed by the members proposing to move the resolution.
- (c) Separate copies of a document setting out the notice may be used for signing by members if the wording of the notice is identical in each copy.
- (d) The percentage of votes that members have is to be worked out as at the midnight before the members give the notice.
- 29A. (a) If the Club has been given notice of a resolution under Article 29 the resolution is to be considered at the next general meeting that occurs more than 2 months after the notice is given.
- (b) The Club must give all its members notice of the resolution at the same time, or as soon as practicable afterwards, and in the same way, as it gives notice of a meeting.
- (c) The Club is responsible for the cost of giving members notice of the resolution if the Club receives the notice in time to send it out to members with the notice of meeting.
- (d) The members requesting the meeting are jointly and individually liable for the expenses reasonably incurred by the Club in giving members notice of the resolution if the Club does not receive the members' notice in time to send it out with the notice of meeting. At a general meeting, the Club may resolve to meet the expenses itself.
- (e) The Club need not give notice of the resolution:-
- (i) if it is more than 1,000 words long or defamatory; or
 - (ii) if the members making the request are to bear the expenses of sending the notice out - unless the members give the Club a sum reasonably sufficient to meet the expenses that it will reasonably incur in giving the notice.
- 29B. (a) Members may request the Club to give to all its members a statement provided by the members making the request about:-
- (i) a resolution that is proposed to be moved at a general meeting; or
 - (ii) any other matter that may be properly considered at a general meeting.
- (b) The request must be made by:-
- (i) members with at least 5% of the votes that may be cast on the resolution; or
 - (ii) at least 100 members who are entitled to vote at the meeting.
- (c) The request must be:-
- (i) in writing; and
 - (ii) signed by the members making the request; and
 - (iii) given to the Club.
- (d) Separate copies of a document setting out the request may be used for signing by members if the wording of the request is identical in each copy.
- (e) The percentage of votes that members have is to be worked out as at the midnight before the request is given to the company.

- (f) After receiving the request, the Club must distribute to all its members a copy of the statement at the same time, or as soon as practicable afterwards, and in the same way, as it gives notice of a general meeting.
- (g) The Club is responsible for the cost of making the distribution if the Club receives the statement in time to send it out to members with the notice of meeting.
- (h) The members making the request are jointly and individually liable for the expenses reasonably incurred by the Club in making the distribution if the Club does not receive the statement in time to send it out with the notice of meeting. At a general meeting, the Club may resolve to meet the expenses itself.
- (i) The Club need not comply with the request:-
 - (i) if the statement is more than 1,000 words long or defamatory; or
 - (ii) if the members making the request are responsible for the expenses of the distribution - unless the members give the Club a sum reasonably sufficient to meet the expenses that it will reasonably incur in making the distribution.

29C. A general meeting of the members of the Club must be held for a proper purpose.

29D. Only Full Financial Members will be entitled to attend and vote at any General Meetings of the Club and to vote in the election of the Group Board.

AUDITOR'S RIGHT TO BE HEARD AT GENERAL MEETINGS

- 29E. (a) The Club's auditor is entitled to attend any general meeting of the Club;
- (b) The auditor is entitled to be heard at the meeting on any part of the business of the meeting that concerns the auditor in their capacity as auditor;
- (c) The auditor is entitled to be heard even if:-
 - (i) the auditor retires at the meeting; or
 - (ii) the meeting passes a resolution to remove the auditor from office.
- (d) The auditor may authorise a person in writing as their representative for the purpose of attending and speaking at any general meeting.

QUORUM FOR GENERAL MEETINGS

- 29F. (a) The quorum for the Annual General Meeting or any extraordinary general meeting called by the Group Board shall be 25 members present in person and entitled to vote.
 - (b) At any general meeting called on the request of members pursuant to Article 25(b) the quorum shall be 150 members entitled to vote and present in person.
 - (c) If a quorum is not present within 15 minutes of the time fixed for the Annual General Meeting or any general meeting convened by the Group Board the same shall be adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting then the members present and entitled to vote shall constitute a quorum.
 - (d) If a quorum be not present within 15 minutes of the time fixed for a general meeting convened on the request of members pursuant to Article 25(b) then the meeting shall be dissolved.
30. The Chairman shall, if present, be entitled to preside at all general meetings of the Club. Should he be absent the same procedure for the appointment of the Chairman shall be followed as is provided in Article 23(b) of these Articles for the appointment of a Chairman at a meeting of the Group Board.

31. Every question submitted to a general meeting of the Club or to any meeting of the Group Board or any sub-committee shall be decided in the first instance by a show of hands and in the case of equality of votes the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote to which he is entitled as a member.
32. At any general meeting unless a poll is demanded by the Chairman or by at least five members present and entitled to a vote at the meeting a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
33. If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote the Chairman shall determine the same and such determination made in good faith shall be final and conclusive.
34. The Chairman of a general meeting may with the consent of the meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
35. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. No poll shall be demanded on the election of a Chairman of a meeting and a poll demanded on a question of adjournment shall be taken at the meeting without adjournment.
36. Any general meeting at which a quorum is present may be adjourned by resolution as the meeting may determine and no notice of such adjournment need be given.

VOTES OF MEMBERS

37. Every member eligible to vote shall have one vote.
38. (a) No member other than a Life Member shall be entitled to be present or vote at any meeting of the Club or to be elected to any office of the Club unless he shall have paid all instalments of entrance fee and membership subscription and all other moneys due to the Club at the time of such meeting.
 - (b) A person shall not:
 - (i) Attend or vote at any meeting of the Club or the governing body or any committee of the Club; or
 - (ii) vote at any election of the governing body of the Club as the proxy of another person.

CESSATION OF MEMBERS

39. A member at any time by giving notice in writing to the Secretary may resign his membership of the Club but shall continue liable for any entrance fee or membership subscription and all arrears due and unpaid at the date of his resignation and for any sums not exceeding four dollars (\$4.00) as a member of the Club under clause 6 of the Memorandum of Association of the Club.

DISCIPLINARY PROCEEDINGS

40. (a) If any member shall wilfully refuse or neglect to comply with any of the provisions of the Memorandum of Association or the Articles of Association of the Club or any By-Laws or be, in the opinion of the Group Board, guilty of any conduct prejudicial to the interests of the Club or be guilty of conduct which is unbecoming of a member or which shall render the member unfit for membership, the Group Board shall have power to reprimand, suspend for such period as it considers fit, expel or accept the resignation of such member and to have recorded in the register of members that the person has ceased to be a member of the Club provided that:
- (i) Such member shall be notified of any charge against the member pursuant to this Rule and of the date, time and place of the hearing of the charge by notice in writing sent as a prepaid letter posted to the member's last known address at least seven clear days before the meeting of the Group Board at which such charge is to be heard.
 - (ii) The member charged shall be entitled to attend the hearing for the purpose of answering the charge and shall also be entitled to submit to the meeting written representations for the purpose of answering the charge.
 - (iii) If the member fails to attend such meeting the charge or complaint may be heard and dealt with and the Group Board may decide on the evidence before it, the member's absence notwithstanding but having regard to any representations which may have been made to it in writing by the member charged.
 - (iv) No motion by the Group Board to reprimand, fine or suspend a member shall be deemed to be passed unless a majority of the members of the Group Board present in person vote in favour of such motion.
 - (v) A decision to expel a member from the Club shall require votes from not less than two thirds of the Group Board of Group Directors present and voting on a resolution to that effect.
 - (vi) Any decision of the Group Board on such hearing shall be final and the Group Board shall not be required to assign any reason for its decision.
- (b) In the event that a notice of charge is issued to a member pursuant to sub-paragraph (i) of paragraph (a) of this Article 40 the Group Board shall have power to suspend that member from all rights and privileges as a member of the Club until the charge is heard and determined. Such suspension shall be promptly notified in writing to the member concerned.
- 40A. (a) In accordance with Section 67A of the Registered Clubs Act the Secretary or subject to paragraph (c) of this Article 40A an employee of the Club may refuse to admit to the Club and may turn out, or cause to be turned out, of the premises of the Club any person including any member:
- (i) who is then intoxicated, violent, quarrelsome or disorderly; or
 - (ii) who, for the purposes of prostitution, engages or uses any part of the premises of the Club; or
 - (iii) whose presence on the premises of the Club renders the Club or the Secretary liable to a penalty under the Registered Clubs Act; or
 - (iv) who hawks, peddles or sells any goods on the premises of the Club; or
 - (v) who uses, or has in his or her possession, while on the premises of the Club any substance that the Secretary suspects of being a prohibited drug or prohibited plant.

- (b) If pursuant to paragraph (a) of this Article 40A a person (including a member) has been refused admission to, or has been turned out of, the premises of the Club, the Secretary of the Club or (subject to paragraph (c) of this Article 40A) an employee of the Club, may at any subsequent time, refuse to admit that person into the premises of the Club or may turn the person out, or cause the person to be turned out of the premises of the Club.
- (c) Without limiting the provisions of Section 67A of the Registered Clubs Act the employee who under these Rules is entitled to exercise the powers set out in this Rule shall be:
 - (i) in the absence of the Secretary from the premises of the Club the senior employee then on duty; and
 - (ii) Any employee authorised in writing by the Secretary to exercise such power.

JUDICIARY COMMITTEE

- 40B. (a) The Group Board of Group Directors may by resolution delegate all of the powers discretions and functions given to the Group Board by Article 40 with respect to the Penrith premises of the Club to a Judiciary Committee comprised of three senior employees of the Club nominated by the Secretary and approved by the Group Board.
- (b) The Judiciary Committee referred to in paragraph (a) of this Article 40B shall conduct its activities in accordance with the procedures referred to in Article 40 save that:-
- (i) any decision by the Judiciary Committee to suspend a member will require votes from two out of the three members of the Judiciary Committee voting on a resolution to that effect; and
 - (ii) any decision by the Judiciary Committee to expel a member will require the unanimous decision of the three members of the Judiciary Committee voting on a resolution to that effect.
- (c) Any member whose membership has been suspended for more than six months by a decision of the Judiciary Committee and any member who has been expelled from the Club by a decision of the Judiciary Committee shall have the right to have the charge upon which the decision was made heard and determined again by the Group Board provided that notice in writing is given by such member to the Secretary requesting that the charge be heard and determined by the Group Board and such notice is received by the Club within fourteen days of the member being notified of the decision of the Judiciary Committee.
- (d) Within twenty one days after a notice is received by the Club pursuant to paragraph (c) of this Article 40B a fresh notice of charge specifying the date, time and place of the hearing of the charge will be sent as a prepaid letter posted to the member's last known address at least seven clear days before the meeting of the Group Board at which such charge is to be heard.
- (e) The notice of charge referred to in paragraph (d) of this Article 40B may include information, allegations and particulars not included in the notice of charge heard and determined by the Judiciary Committee.
- (f) The hearing of the charge by the Group Board shall be in accordance with paragraph (a) of Article 40 and if the charge is found proved the Group Board shall have power to impose any penalty on the member permitted by Article 40 in substitution for that imposed by the Judiciary Committee.

Notwithstanding that a notice has been given by a member in accordance with paragraph (d) of this Article 40B the decision of the Judiciary Committee to suspend for a period or to expel that member shall continue in full force and effect until that decision has been substituted by a decision of the Group Board.

The Group Board shall have power by resolution to revoke any delegation to the Judiciary Committee pursuant to paragraph (a) of this Article 40B and may hear and determine any charge against a member which by reason of the nature of the seriousness of the allegations giving rise to the charge or the identity of or office held by the member the Group Board considers that it would not be appropriate for the charge to be heard by the Judiciary Committee.

JUDICIARY COMMITTEES FOR HOME CLUBS

- 40C. (a) The Group Board of Group Directors may by resolution delegate all of the powers, discretions and functions given to the Group Board by Article 40 in respect of Home Club members to a Judiciary Committee of each Home Club comprised of three persons being senior employees working at each Home Club nominated by the Secretary and approved by the Group Board and/or members of the Advisory Board of each Home Club nominated by the Advisory Board of the respective Home Club and approved by the Group Board.
- (b) A Judiciary Committee referred to in paragraph (a) of this Article 40C shall conduct its activities in accordance with the procedures referred to in Article 40 save that:-
- (i) any decision by the Judiciary Committee to suspend a member will require votes from two out of the three members of the Judiciary Committee voting on a resolution to that effect; and
 - (ii) any decision by the Judiciary Committee to expel a member will require the unanimous decision of the three members of the Judiciary Committee voting on a resolution to that effect.
- (c) Any member who, pursuant to a decision of a Judiciary Committee referred to in paragraph (a) of this Article 40C has been suspended for more than six months or who has been expelled from membership of the Club has the right to have the charge upon which the decision was made heard and determined again by the Advisory Board for that Home Club provided that notice in writing is given by such member to the Manager of the Home Club requesting that the charge be heard and determined by the Advisory Board and such notice is received by the Home Club within fourteen days of the member being notified in writing of the decision of the Judiciary Committee.
- (d) Within twenty one days after a notice is received by the Home Club pursuant to paragraph (c) of this Article 40C a fresh notice of charge specifying the date, time and place of the hearing of the charge will be sent as a prepaid letter posted to the member's last known address at least seven clear days before the meeting of the Advisory Board at which such charge is to be heard.
- (e) The notice of charge referred to in paragraph (d) of this Article 40C may include information, allegations and particulars not included in the notice of charge heard and determined by the Judiciary Committee.
- (f) The hearing of the charge by the Advisory Board shall be in accordance with paragraph (a) of Article 40 and if the charge is found proved the Advisory Board shall have power to impose any penalty on the member permitted by Article 40 in substitution for that imposed by the Judiciary Committee.
- (g) Notwithstanding that a notice has been given by a member in accordance with paragraph (c) of this Article 40C the decision of the Judiciary Committee to suspend for a period of more than six months or to expel that member shall continue in full force and effect until that decision has been substituted by a decision of the Advisory Board or in the circumstances referred to in paragraph (i) of this Article 40C by a decision of the Group Board.

- (h) Notwithstanding anything in paragraphs (a) to (g) of this Article 40C, the Group Board shall have power by resolution to revoke any delegation to a Judiciary Committee pursuant to paragraph (a) of this Article 40B and may hear and determine any charge against a member which by reason of the nature of or the seriousness of the allegations giving rise to the charge or the identity of or office held by the member charged or to be charged the Group Board considers that it would not be appropriate for the charge to be heard by a Judiciary Committee.
 - (i) Notwithstanding any notice given by a member pursuant to paragraph (c) of this Article 40C the Group Board shall have power by resolution to remove any matter from an Advisory Board and hear and determine again any charge against a member who, pursuant to a decision of a Judiciary Committee has been suspended for more than six months or who has been expelled from membership of the Club.
 - (j) Any Advisory Board member who is a member of a Judiciary Committee of a Home Club that has suspended for more than six months or expelled as a member shall not participate in any meeting of the Advisory Board of that Home Club or the Group Board which hears and determines again the charge against the member originally determined by that Judiciary Committee.
41. Should a member incur any debt to the Club or to the Club's staff or servants or persons under contract to the Club (which debt is not covered by the provisions of Article 12 hereof) and fail to discharge such debt upon request in writing by the Secretary he may by resolution of a meeting of the Group Board be suspended or expelled from membership provided that before so resolving the Group Board shall give the member concerned due notice of its intention to take such course but the provisions of Article 40 shall not apply.
 42. Every person ceasing to be a member of the Club whether by retirement, expulsion, death, neglecting to pay the entrance fee or the subscription or otherwise shall forfeit ipso facto all rights as a member of the Club but shall remain liable for any moneys due or payable under the provisions of Clause 6 of the Memorandum of Association.
 43. Every member shall on becoming a member furnish to the Secretary particulars of his address and occupation if those particulars have not already been stated on the nomination for membership and shall notify the Secretary in writing of any subsequent change of address. The address so given shall be deemed to be the member's registered address for the purpose of the issue of notices.

REGISTERS OF MEMBERS AND GUESTS

44. The Club shall keep the following registers:
 - (a) A register of persons who are full members of the Club. This register shall set forth the name in full, the occupation and address of each full member, the date of birth and the date of being first elected to membership of the Club and category of membership, the date on which that member last paid the subscription fee for membership of the Club.
 - (b) A register of persons who are Honorary members and a register of persons who are Temporary members other than Temporary members referred to in Article 9(e)(ii)(c).
 - (c) A register of persons of or over the age of 18 years who enter the premises of the Club as guests of members.
- 44A. (a) (i) All members other than Temporary Members and Social Members shall have the privilege of introducing guests to the Club and (unless the guest is a minor) on each day a member first brings a guest into the Club that member shall enter in the Register of Guests the name and address of the guest and that member shall countersign that entry.
 - (ii) No member shall introduce guests more frequently or in greater number than may for the time being be provided by By-law nor shall a member introduce any person as a guest who has been expelled or is then under suspension from the Club;

- (iii) Members shall be responsible for the conduct of any guests they may introduce to the Club;
 - (iv) The Group Board shall have power to make By-laws from time to time not inconsistent with these Articles or the Registered Clubs Act regulating the terms and conditions on which guests may be admitted to the Club;
 - (v) No guest shall be supplied with liquor on the premises of the Club except on the invitation of and in the company of a member;
 - (vi) A guest shall at all times remain in the reasonable company of the member who countersigned the entry in the Register of Guests in respect of that guest;
 - (vii) A guest shall not remain on the premises of the Club any longer than the member who countersigned the entry in the Register of Guests in respect of that guest.
- (b) A Temporary member may bring into the Club premises as the guest of that Temporary member a minor:-
- (i) who at all times while on the Club premises remains in the company and immediate presence of that Temporary member;
 - (ii) who does not remain on the Club premises any longer than that Temporary member;
 - (iii) in relation to whom the member is a responsible adult.
- (c) For the purposes of Article 44A “responsible adult” means a person of or over the age of 18 years who, in relation to a minor, belongs to one or more of the following classes of persons:
- (i) a parent, step-parent or guardian of the minor;
 - (ii) the minor’s spouse or any person who, although not legally married to the minor, ordinarily lives with the minor as the minor’s spouse on a permanent and domestic basis;
 - (iii) a person who for the time being has parental responsibility for the minor.

MINUTES

45. The Group Board shall cause minutes to be kept by the Secretary in books provided for the purpose:
- (a) Of all appointments of officers made by the Club in general meeting or by the Group Board.
 - (b) Of the names of the Group Directors present and voting at each meeting of the Group Board.
 - (c) Of the number of members present and voting at general meetings of the Club.
 - (d) Of all resolutions and proceedings at all meetings either of the Club or of the Group Board.

The minutes shall be signed by the Chairman of the meeting at which the proceedings were had or by the Chairman of the next succeeding meeting.

FINANCIAL YEAR

46. The financial year of the Club shall commence on the first day of November and end on the last day of October in the following year.

ACCOUNTS AND AUDIT

47. (a) The Group Board shall cause to be kept all such accounting and other records as will sufficiently explain the transactions and financial position of the Club and enable true and fair profit and loss accounts and balance sheets to be prepared.
- (b) The records referred to in this Article shall be kept at the registered office of the Club or at such other place as the Group Directors think fit and shall at all times be open to inspection by the Group Directors.
48. (a) The Group Board shall not less than 21 days before each Annual General Meeting and in any event within 4 months of the end of the financial year of the Club send to all members of the Club entitled to attend the Annual General Meeting a copy of all reports which pursuant to Section 314 of the Act are to be laid before the Annual General Meeting in respect of the financial year ending on the last day of October immediately preceding such meeting and without limitation these shall include:-
- (i) a copy of the financial report of the Club;
- (ii) a copy of the Group Directors' report; and
- (iii) a copy of the auditor's report on the financial report.
- (b) Instead of sending members the reports referred to in paragraph (a) the Group Board may send members a concise report for the financial year ending on the last day of October immediately preceding the Annual General Meeting;
- (c) A concise report for the purposes of paragraph (b) of this Article 48 shall consist of:-
- (i) a concise financial report for the year drawn up in accordance with accounting standards made for the purpose of Section 314(2)(a) of the Act;
- (ii) the Group Directors' report for the year;
- (iii) a statement by the Auditor that the financial report has been audited and whether in the Auditor's opinion, the concise financial report complies with the accounting standards made for the purposes of Section 314(2)(a) of the Act;
- (iv) A copy of any qualification in, and of any statements included in the emphasis of matter section of, the Auditor's report on the financial report;
- (v) A statement that the report is a concise report and that the full financial report and auditor's report will be sent to the member free of charge if the member asks for them.
- (d) A member may request the Club:-
- (i) not to send them the material required by Section 314 of the Act or by this Article 48; or
- (ii) to send them a full financial report and the Group Directors' report and auditor's report.
- A request may be a standing request or for a particular financial year. The member is not entitled to a report for a financial year earlier than the one before the financial year in which the request is made.
- (e) The time for complying with a requesting under paragraph (d) of this Article 48 is:-
- (i) 7 days after the request is received; or
- (ii) the deadline for reporting referred to in paragraph (a) of this Article 48.
49. Auditors shall be appointed and their duties regulated in accordance with the Act and their remuneration shall be fixed by the Group Board.

SEAL

50. The Group Directors shall provide for their safe custody of the seal and every use of the seal shall be approved by the Group Board and every instrument to which such seal is affixed shall be signed by one Group Director and counter-signed by the Secretary or such other person as may be appointed by the Group Board for that purpose.

NOTICES

51. A notice may be given by the Club to any member either personally or by sending it by post to him to his registered address or if he has no registered address within the State of New South Wales to the address, if any, within the said State supplied by him to the Club for the giving of notices to him.

Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice and shall be deemed to have been effected in the case of a notice convening a meeting on the day following that on which the same shall have been posted and in any other case at the time at which the notice would have been delivered in the ordinary course of post.

If a member has no registered address within the State of New South Wales and has not supplied the Club an address within the said State for the giving of notices to him a notice posted up on the Notice Group Board shall be deemed to be well served on such member at the expiration of twenty-four hours after it is so posted up.

- INDEMNITY TO OFFICERS**
52. (a) Every person who is or has been an officer or Auditor of the Club may if the Group Directors so determine be indemnified, to the maximum extent permitted by law, out of the property of the Club against any liabilities for costs and expenses incurred by that person:-
- (i) in defending any proceedings whether civil or criminal, in which judgement is given in that person's favour or in which that person is acquitted;
 - (ii) in connection with any application in relation to such proceedings in which relief is granted to that person under the Law by the Court.
- (b) Every person who is an officer or an Auditor of the Club may if the Group Directors so determine be indemnified, to the maximum extent permitted by law, out of the property of the Club against any liability to another person (other than the company or a related body corporate) as such officer or Auditor unless the liability arises out of conduct involving a lack of good faith.
- (c) The Club may pay a premium for a contract insuring a person who is or has been an officer or auditor of the Club against a liability:-
- (i) incurred by that person as such an officer which does not arise out of conduct involving a wilful breach of duty in relation to the Club or a contravention of sections 232(5) or (6) of the Law; and
 - (ii) for costs and expenses incurred by that person in defending proceedings whether civil or criminal and whatever their outcome.

MISCELLANEOUS

53. Any heading attached to any of these Articles shall not affect the construction.
54. No member shall give any money fee or gratuity or other gift or any tip to any employee of the Club in any circumstances whatsoever except in the course of a general collection approved by the Group Directors. Any breach of this Article may in the discretion of the Group Directors be deemed conduct unbecoming of a member and prejudicial to the interests of the Club and dealt with by the Group Board accordingly.
55. (a) Liquor shall not be sold, supplied or disposed of on the premises of the club to any person other than a member except on the invitation and in the company of a member;

- (b) Paragraph (a) of this Article 55 does not apply in respect of the sale, supply or disposal of liquor to any person of or over the age of 18 years at a function in respect of which an authority has been granted to the Club under Section 23 of the Registered Clubs Act.
- 56. (a) Liquor shall not be sold, supplied or disposed of on the premises of the Club to any person under the age of eighteen years.
- (b) A person under the age of eighteen years shall not use or operate gaming machines on the premises of the Club.
- 57. Any profits or other income of the Club shall be applied only to the promotion of the purposes of the Club and shall not be paid to or distributed among the members of the Club.
- 58. No payment or part payment of any secretary, honorary secretary, manager, assistant manager or other officer or servant of the Club shall be made by way of commission or allowance from or upon the receipts of the Club for liquor supplied.

GROUP SECRETARY

- 59. At any one time there shall only be one Secretary of the Club who shall be known as the Group Secretary and who shall be appointed by the Group Board and who shall be the Chief Executive Officer of the Club for the purposes of the Registered Clubs Act.

We the several persons whose signatures appear, hereunder being subscribers to the Memorandum of Association, hereby agree to the foregoing Articles of Association.

Signature of Subscribers

Witness

L.H.A.N. East

E.K. Ausburn

B.L. Welladsen

E. O'Loughlin

L. Brown

Solicitor, Penrith

M.E. Cartwright

M. Clarke

Witness

M. Connors

to

R. Dobbie

all Signatures

James A. McGoogan

John McKenhnie

Thomas P. O'Connor

DATED this Second day of June, 1967