

Annexure A to the Notice of Extraordinary General Meeting of the Company, to be held on 5 December 2016

**NORTH SYDNEY DISTRICT
RUGBY LEAGUE FOOTBALL
CLUB LIMITED**

ACN 003 009 158

CONSTITUTION

COLIN W LOVE & COMPANY LAWYERS
LEVEL 1
135-137 MACQUARIE STREET
SYDNEY NSW 2000

REF: DCK:CF:160010

+61 (0)2 9241 1441 (TELEPHONE)
+61 (0)2 9251 3529 (FACSIMILE)

darren.kane@colinlove.com.au

Corporations Act 2001 (Cth)

A company limited by guarantee
incorporated in New South Wales

CONSTITUTION

of

NORTH SYDNEY DISTRICT RUGBY LEAGUE FOOTBALL CLUB LIMITED

GENERAL

1 Definitions

The following definitions apply in this Constitution unless expressly stated otherwise or unless the context otherwise requires:

ARL Commission means Australian Rugby League Commission Limited ACN 003 107 293.

Board means the board of Directors of the Company.

Chairman means the chairman of the Board.

Company means North Sydney District Rugby League Football Club Limited ACN 003 009 158.

Constitution means this constitution of the Company as altered, amended or replaced from time to time.

Corporations Act means the Corporations Act 2001 (Cth).

Corporations Regulations means regulations promulgated pursuant to the Corporations Act.

Director means a director of the Company.

District means that part of the State of New South Wales as is defined from time to time by NSWRL for the purposes and objectives of the Company.

Elected Director means a Director who is appointed in accordance with clause 31.

Game means the sport of rugby league football.

Heritage Matter means any of the matters more fully described in clauses 5(a) to 5(d) (both inclusive).

Insolvency Event means in relation to any Member or Director (as the context requires):

- (a) a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the assets or undertaking of that person;
- (b) the person suspends payments of his debts generally;
- (c) the person is or becomes unable to pay his debts when they are due or is unable to pay his debts within the meaning of the Corporations Act;
- (d) the person enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, his creditors or any class of them;
- (e) an application or order is made for the winding up or dissolution of, or the appointment of a provisional liquidator to the person or a resolution is passed or steps are taken to pass a resolution for the winding up or dissolution of the person otherwise than for the purpose of an amalgamation or reconstruction; or
- (f) where that person commits an act of bankruptcy, enters into an assignment for the benefit of creditors, is unable to pay his debts when due, or any application has been made to declare that person bankrupt.

Junior League means North Sydney District Junior Rugby Football League Incorporated, Y0579310.

Junior League Member means a person who is admitted to Membership of the Company in that category in accordance with the provisions of this Constitution

Law means the Corporations Act and the Corporations Regulations.

Life Member means a person who is admitted to Membership of the Company in that category in accordance with the provisions of this Constitution.

Member means a Member of the Company in any class admitted in accordance with the provisions of this Constitution and **Membership** is membership of the Company in any class.

Member Present means, in connection with a meeting, the Member present in person, by proxy, by attorney and, in the case of any class of person other than a natural person, by representative at the venue or venues for the meeting.

Mentally Incapacitated Person means a person who is an involuntary patient or a forensic patient or a correctional patient within the meaning of the *Mental Health Act 2007* (NSW) or a protected person within the meaning of the *NSW Trustee and Guardian Act 2009* (NSW).

NRL means National Rugby League Limited ACN 082 088 962.

NSWRL means New South Wales Rugby League Limited ACN 002 704 761.

NSWRL Competition means the NSW Cup Premiership Competition and any rugby league premiership or competition conducted by, with the authority of or under the control of NSWRL.

Ordinary Member means a person who is admitted to Membership of the Company in that category in accordance with the provisions of this Constitution.

Patron means any person or persons appointed by the Company as the patron of the Company in accordance with clause 12.

Playing Member means a person who is admitted to Membership of the Company in that category in accordance with the provisions of this Constitution.

Register means the register of Members of the Company maintained by the Company in accordance with the requirements of the Corporations Act.

Related Body Corporate has the meaning ascribed to that term in the Corporations Act.

Returning Officer means a person appointed by the President to act as the returning officer at any election of Life Members or Elected Directors.

Seal means the common seal of the Company.

Secretary means a secretary of the Company from time to time.

Special Resolution means a resolution passed by at least seventy-five (75) percent of the total number of eligible votes cast in a vote on that question, motion or resolution by the Board or the Company in general meeting (as the circumstances require).

Sponsor Director means a Director who is appointed in accordance with clause 31.

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Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) A gender includes all genders.
- (b) The singular includes the plural and conversely.
- (c) Where a word or phrase is defined, its other grammatical forms have corresponding meaning.
- (d) A reference to a paragraph or sub-paragraph is to a paragraph or sub-paragraph, as the case may be, of the clause or paragraph, respectively, in which the reference appears.
- (e) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments promulgated under it.
- (f) Except in so far as a contrary intention appears in this Constitution, an expression has, in a provision of this Constitution which relates to a particular provision of the Law, the same meaning as in that provision of the Law.
- (g) A mention of anything after include, includes or including does not limit what else might be included.
- (h) A reference to a person includes a corporation, incorporated association, trust, partnership, unincorporated association or other entity, whether or not it comprises a separate legal entity.

- (i) Any reference to “\$” or “dollars” is a reference to the currency of the Commonwealth of Australia.
- (j) References to time are references to the time in Sydney, Australia.

3 Replaceable Rules

The rules of the Company specified in the provisions of this Constitution shall apply to the Company and the replaceable rules contained in the Corporations Act do not apply to the Company.

4 Powers and Actions Authorised Under the Law

- (a) The Company shall have power under this clause 4 to perform any action in any case where the Law confers that power on any company if that power is comprised in its constitution documents, despite any other provision of this Constitution.
- (b) The rules of the Company specified in this Constitution shall apply subject to and in compliance with any mandatory provision of the Corporations Act.
- (c) Any mandatory provision of the Corporations Act shall be incorporated into this Constitution and shall prevail over any provision contained in this Constitution but only to the extent of any inconsistency between the Corporations Act and this Constitution.
- (d) The Company may in any way the Corporations Act permits:
 - (i) exercise any power;
 - (ii) take any action; or
 - (iii) engage in any conduct or procedure,which, under the Act, a company limited by guarantee may exercise, take or engage in.
- (e) Notwithstanding clause 4(d); the Company may do all other things that are incidental or conducive to carrying out the Company's purposes.
- (f) Where this Constitution provides that a person may do a particular act or thing, the act or thing may be done at the person's discretion.
- (g) Where this Constitution confers a power to do a particular act or thing, the power is, unless the contrary intention appears, to be taken as including a power exercisable in the same manner and subject to the same conditions (if any) to repeal, rescind, revoke, amend or vary that act or thing.
- (h) Where this Constitution confers a power to do a particular thing in respect of particular matters, the power is, unless the contrary intention appears, to be taken to include a power to do that thing in respect of some only of those matters or in respect of a particular class or particular classes of those matters and to make different provision in respect of different matters or different classes of matters.
- (i) Where this Constitution confers a power to make appointments to any office or position, the power is, unless the contrary intention appears, to be taken to include a power:

- (i) to appoint a person to act in the office or position until a person is appointed to the office or position;
 - (ii) subject to any contract between the Company and the relevant person, to remove or suspend any person appointed, with or without cause; and
 - (iii) subject to any contract between the Company and the relevant person, to remove or suspend any person appointed, with or without cause.
- (j) Where this Constitution confers a power or imposes a duty then, unless the contrary intention appears, the power may be exercised and the duty must be performed from time to time as the occasion requires.
- (k) Where this Constitution confers a power or imposes a duty on the holder of an office as such then, unless the contrary intention appears, the power may be exercised and the duty must be performed by the holder for the time being of the office.
- (l) Where this Constitution confers power on a person or body to delegate a function or power:
- (i) the delegation may be concurrent with, or (except in the case of a delegation by the Board of Directors) to the exclusion of, the performance or exercise of that function or power by the person or body;
 - (ii) the delegation may be either general or limited in any manner provided in the terms of delegation;
 - (iii) the delegation need not be to a specified person but may be to any person from time to time holding, occupying or performing the duties of a specified office or position;
 - (iv) the delegation may include the power to delegate;
 - (v) where the performance or exercise of that function or power is dependent on the opinion, belief or state of mind of that person or body in relation to a matter, that function or power may be performed or exercised by the delegate on the opinion, belief or state of mind of the delegate in relation to that matter; and
 - (vi) the function or power so delegated, when performed or exercised by the delegate, is to be taken to have been performed or exercised by the person or body.

NAME, COLOURS AND OBJECTS

- 5 (a) The name of the Company is “**North Sydney District Rugby League Football Club Limited**”.
- (b) The teams representing the Company in NSWRL Competitions and the Game generally shall be known as the “North Sydney Bears” or the “Bears”; however nothing in this clause shall be interpreted to limit or restrain the Company from fielding teams in NSWRL Competitions and the Game generally in conjunction with another organisation.

- (c) The official playing colours of the Company for all purposes including fielding teams in NSWRL Competitions and the Game generally are red and black in whatever combination and degrees of dominance.
- (d) The official home ground of the Company, at which teams in NSWRL Competitions shall play predominantly all of their designated home matches, is and shall be North Sydney Oval or another suitable location in the District determined by the Board.
- (e) The Company cannot change any one or more of the Heritage Matters set out in clauses 5(a) to 5(d) unless authorised to do so by a Special Resolution passed at a general meeting.

6 The primary objects of the Company are to:

- (a) establish and maintain membership of NSWRL.
- (b) foster, develop, extend and promote the Game and generally to act in the best interests of the Game.
- (c) enter teams in NSWRL Competitions and for the purposes of playing the Game generally.
- (d) host and stage rugby league matches and other events in connection with the objects of the Company.
- (e) promote the development, playing and interests of the Game in the District and in other places in co-operation with NSWRL, NRL and ARL Commission.
- (f) liaise with NSWRL, NRL and ARL Commission in the fostering, development, extension and promotion of the Game.
- (g) aid, support and assist financially or otherwise junior rugby league in the District.
- (h) promote and encourage the physical, cultural and intellectual welfare of young people in the District and in particular in the rugby league community.

The Company may undertake other activities not inconsistent with the primary objects set out in this clause 6 to enhance, promote or protect the interests of the Company.

LIABILITY OF MEMBERS

7 The Company is a public company limited by guarantee. The liability of the Members is limited. Every Member of the Company undertakes to contribute, to the assets of the Company in the event of the Company being wound up while the Member is a Member or within one year after the Member ceases to be a Member, for the payment of the debts and liabilities of the Company contracted before the Member ceases to be a Member and the costs charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst Members, such amount as may be required however not exceeding \$10.00.

APPLICATION OF INCOME AND PROPERTY AND OF SURPLUS ON WINDING UP

8 The income and property of the Company shall be applied solely towards the promotion of the objects of the Company contained in this Constitution and no

portion shall be paid or transferred directly or indirectly as a dividend bonus or any other method by way of profit to the Members of the Company provided that nothing shall prevent the payment in good faith of remuneration to any officers or servants of the Company nor to any Member or other person in return for any services actually rendered to the Company nor prevent the payment of interest on money lent nor reasonable and proper rent for premises demised or let by any Member to the Company.

- 9 If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed amongst the Members of the Company but shall be given or transferred to an institution having objects similar to the objects of the Company and whose constitution prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company under clauses 8 and 9, such institution or institutions to be determined by the Members unanimously, and in default thereby 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.

MEMBERSHIP

10 Membership

- (a) Membership is limited as follows:
- (i) Subject to clause 10(a)(ii), the number of Members for which the Company can be registered is unlimited.
 - (ii) Membership of the Company is divided into the classes specified in clause 10(d). Only those people who satisfy the qualification and admission criteria for Membership in a particular class, and all other requirements set out in this Constitution concerning admission to Membership, shall be eligible to become a Member in that class.
 - (iii) A candidate for Membership shall agree to be bound by this Constitution by signing and forwarding an application to the Company to this effect in a form approved by the Directors and agreeing to their name being entered on the Register of Members.
 - (iv) Nothing in this Constitution shall be interpreted to restrict or hinder or declare as invalid a resolution of the Board to suspend or otherwise decide to not accept any application for Membership.
- (b) No transfer of Membership shall be permitted.
- (c) There shall be no joint Memberships of the Company.
- (d) The classes of Membership of the Company and the corresponding qualification and admission criteria for Membership in that class are as follows:
- (i) **Ordinary Membership:**
 - (1) those persons whose names are recorded in the Register as being Ordinary Members at the date of adoption of this Constitution; and

- (2) such other persons who have attained the age of eighteen (18) years who apply for and who are admitted to Ordinary Membership of the Company in accordance with this Constitution.

(ii) **Playing Membership:**

- (1) those persons whose names are recorded in the Register as being Playing Members at the date of adoption of this Constitution and who are at that date a party to a contract with the Company to play the Game in teams representing the Company; and
- (2) such other persons who enter into a contract, arrangement or understanding with the Company to play the Game in teams representing the Company. The following provisions apply in respect of Playing Members:
 - (A) A person who is an Ordinary Member shall automatically have his Membership transferred to Playing Membership upon the person entering into a contract with the Company to play the Game in teams representing the Company; and
 - (B) A person who is a Playing Member shall automatically have his Membership transferred to Ordinary Membership upon the person ceasing for whatever reason to be a party to a contract with the Company to play the Game in teams representing the Company.

(iii) **Life Membership:** Those persons whose names are recorded in the Register as being Life Members at the date of adoption of this Constitution together with such other persons who satisfy the following qualification criteria for bestowal of Life Membership on that person and who have been admitted to Life Membership in accordance with the provisions of this Constitution:

- (1) A Member who has provided either at least ten (10) years continuous service or an aggregate of at least fifteen (15) years' service to the Company in any or any combination of the following capacities:
 - (A) A Playing Member; and / or
 - (B) A Director; and / or
 - (C) A director of NSWRL, a representative of the Club at NSWRL meetings or a director of

the governing body of the Game in Australia.

(2) A person who has, in the opinion of the Board, provided an extended period of outstanding service to the Company, the Junior League, NSWRL, ARL Commission (and / or to Australian Rugby Football League Limited as ARL Commission was known prior to 10 February 2012); NRL and / or the Game in Australia.

(iv) **Junior League Member:** the Junior League, and any successor organisation with similar objects, which assumes the responsibilities and obligations of the Junior League.

11 Form of Application

An application for Membership in all classes other than Life Membership, and a nomination in the case of Life Membership, must:

- (a) be in writing in a form approved by the Directors.
- (b) be signed:
 - (i) by the applicant;
 - (ii) by two (2) other Members as proposer and seconder of the applicant. Each of the proposer and the seconder shall be Members in any class and shall have been a Member of the Company in any class for not less than twelve (12) months up to the date of nomination of the applicant; and
 - (iii) completed in accordance with clauses 13(f) to 13(h) in respect of a nomination for Life Membership.
- (c) specify the class of Membership that the application is made in respect of.
- (d) be accompanied by any other documents, information or evidence as to the qualification for Membership in the particular class for which the Directors reasonably require.
- (e) be accompanied by the requisite membership application fee, annual membership fee and / or any other amount determined by the Board.

12 Patron

- (a) The Board may appoint a person or persons as the Patron or Patrons (as the case may be) of the Company.
- (b) A person appointed by the Board as a Patron must be a person who has, in the opinion of the Board, either made an outstanding contribution to the Game or who is or who has been a highly respected and prominent person in his or her particular field of endeavour in Australia and who is ordinarily resident in the State of New South Wales.

- (c) The Board may resolve to revoke an appointment made under clause 12(a).

13 Admission to Membership

In respect of all classes of Membership except for Life Membership the process for admission to Membership of the Company is as set out in clauses 13(a) to 13(e) below:

- (a) The Directors must consider an application for Membership at the next meeting of the Board after its receipt by the Secretary. The Board must determine, subject to this Constitution, the admission or rejection of the applicant to Membership, HOWEVER an application for Ordinary Membership received by the Company after 31 July in any year shall not entitle the applicant to become a Member of the Company until 1 January in the next year except if the Board determines otherwise.
- (b) The Directors may require any applicant for Membership to give such information as they require before admitting the applicant to Membership of the Company.
- (c) If an application for Membership is rejected the:
 - (i) Directors need give no reason for the rejection of an application.
 - (ii) Secretary must notify the applicant in writing of the rejection of the application.
 - (iii) Secretary must return to the applicant any amount paid to the Company in accordance with clause 11(e).
- (d) If an application for Membership is accepted the Secretary must enter the name and details of the Member into the Register of Members.
- (e) The Directors can require a Member to execute additional documents once that Member has been admitted to Membership and remains a Member.

In addition to meeting the requirements of clause 11, the process for admission to Life Membership of the Company is as follows:

- (f) A person who is to be considered for admission to Life Membership must be nominated for Life Membership by a proposer and a seconder, each of whom must be Members and whom must have been Members for a continuous period of not less than twelve (12) months up to and including the date on which the nomination for Life Membership is submitted to the Company.
- (g) The nomination for Life Membership must be signed by the proposer and the seconder.
- (h) The nomination form must be submitted to the Company accompanied by a statement which contains all relevant information and particulars necessary for a determination to be made by the Board as to whether the nominee qualifies to have Life Membership conferred on him.

- (i) A nomination for Life Membership must be received by the Company no later than 31 October in any particular year in order for that nomination to be considered by the Board before the next annual general meeting of the Company. Any nomination received after 31 October and before the next annual general meeting shall not be considered by the Board until after that next annual general meeting. The nominee shall not be eligible for consideration by the Members until the second annual general meeting after the nomination is received by the Company.
- (j) All nominations for Life Membership shall be referred to the Board for consideration at its first meeting after the deadline for submission of nominations set out in clause 13(i). Despite any other provision of this Constitution, the Board shall meet to despatch the business of considering nominations for Life Membership within 30 days after the deadline specified in clause 13(i).
- (k) The Board shall consider each nomination for Life Membership submitted by the deadline set out in clause 13(i) and determine, in respect of each such nomination, whether or not the person nominated satisfies the qualification criteria set out in clause 10(d)(iii).
- (l) In respect of each nominee who satisfies the qualification criteria in clause 10(d)(iii) the Board shall at the Board meeting referred to in clause 13(j) vote on the question of whether or not to recommend that the nominee be elected by the annual general meeting as a Life Member. The Board shall make a recommendation to the annual general meeting that a nominee should have Life Membership conferred on him if the Board does by ordinary resolution decide that the person satisfies the criteria set out in clause 10(d)(iii).
- (m) At the next annual general meeting following the Board meeting referred to in clause 13(j) a ballot of the Members Present and entitled to vote shall be conducted in respect of the appointment of Life Members.
- (n) Not more than three (3) candidates for Life Membership shall be appointed to Life Membership at each annual general meeting. The following voting procedures shall apply in respect of the appointment of Life Members:

Three (3) or Less Candidates for Life Membership:

- (i) That ballot will be conducted on the basis that each Member Present and entitled to vote shall be asked to cast a vote in the affirmative or the negative on the question of whether each nominee recommended by the Board in accordance with clause 13(l) shall be admitted to Life Membership of the Company.
- (ii) A person shall be conferred with Life Membership of the Company provided that at least seventy-five (75) percent of the Members Present and entitled to vote at the annual general meeting vote in the affirmative on the question of whether a nominee for Life Membership shall be admitted to Membership of the Company in that class.

In Excess of Three (3) Candidates for Life Membership:

- (iii) That ballot will be conducted on the basis that each

Member Present and entitled to vote shall be asked to cast a vote in the affirmative or the negative on the question of whether each nominee recommended by the Board in accordance with clause 13(l) shall be admitted to Life Membership of the Company.

- (iv) A person shall be conferred with Life Membership of the Company provided that:
 - (1) at least seventy-five (75) percent of the Members Present and entitled to vote at the annual general meeting vote in the affirmative on the question of whether a nominee for Life Membership shall be admitted to Membership of the Company in that class; and
 - (2) that person receives the highest, second highest or third highest number of affirmative votes cast in the vote conducted at the annual general meeting.

14 Notification by Members

Each Member must promptly notify the Company in writing of any change in the Member's qualification to be a Member of the Company.

15 Register of Members and Payments by Members

- (a) The Register of Members of the Company must be kept in accordance with the *Corporations Act*.
- (b) The following must be entered in the Register of Members in respect of each Member:
 - (i) the full name of the Member;
 - (ii) the address, telephone number, mobile telephone number, facsimile number and electronic mail address, if any, of the Member;
 - (iii) the date of admission to, and cessation of, Membership; and
 - (iv) such other information as either the Directors require or which is required by the Law to be kept.
- (c) Each Member must notify the Secretary in writing of any change in that Member's name, address, facsimile number or electronic mail address, or any other information supplied in accordance with clause 15(b), within one (1) month after the change.
- (d) Application, subscription and annual fees in respect of Membership in any class may be determined by the Board; however the Board shall not determine that any such amount is payable by Life Members; and
- (e) In the event that the Board determines to apply any subscription fees or annual fees to Membership generally or Membership in a particular class then each Member who is affected by that determination shall

pay that fee within thirty (30) days after the commencement of the financial year of the Company to which the imposition of fees apply.

16 Cessation of Membership and Discipline of Members

- (a) A resignation of any Member from Membership shall be addressed to and forwarded to the Secretary.
- (b) The Board has the power by Special Resolution to expel, suspend, censure, fine or otherwise sanction a Member, in the event of a Member:
 - (i) wilfully refusing or neglecting to comply with the provisions of the Constitution;
 - (ii) engaging in any conduct which is or which would have the tendency to be detrimental to the interests of the Company or the Game;
 - (iii) engaging in any conduct which has brought, brings or which would have the tendency to bring the Company, the Game or the Member into disrepute; or
 - (iv) acting in a manner which is materially inconsistent with, contrary to or prejudicial to the best interests of the Company or the Game.
- (c) However, the Board shall not exercise this power unless at least one week before the meeting of the Board at which such resolution is passed, the Member:
 - (i) had notice of the meeting and the allegations against him, including any evidence which is relied on by the Board in determining that a Member is guilty of any charge laid in accordance with clause 16(b);
 - (ii) had notice of the intended resolution; and
 - (iii) had an opportunity of giving orally or in writing any explanation or defence he may think fit.
- (d) The Membership year ends on 31 October in each year. Membership shall cease and the Secretary may remove the Member's name from the Register of Members as the case may be upon being satisfied that any one of the following has occurred:
 - (i) if the Member dies;
 - (ii) if the Member is convicted of an indictable offence that is punishable by imprisonment for 12 (twelve) months or greater;
 - (iii) if the Member is or has become a Mentally Incapacitated Person;
 - (iv) an Insolvency Event occurring in relation to a Member;
 - (v) a written resignation from the Member has been received by the Company with one (1) month's notice; or

- (vi) if a resolution expelling the Member from Membership of the Company has been passed in accordance with clause 16(c).
- (vii) if clause 16(f) applies and the period of fourteen (14) days' notice referred to therein has expired.
- (e) In the event that a Member has not paid any subscription, fee or other amount owing by the Member to the Company within thirty (30) days' after the due date for the payment of that sum, the Member's rights, including without limitation the right to attend and vote at general meetings of the Company, shall automatically be suspended.
- (f) In the event that Member has not paid any subscription, fee or other amount owing by the Member to the Company within three (3) months' after the due date for the payment of that sum, the Secretary shall serve notice on the Member that if all outstanding amounts are not paid to the Company within a period of fourteen (14) days' from the date of the notice, that Member's Membership shall cease, and that his name and all other details will thereafter be removed from the Register.

GENERAL MEETINGS

17 Power to convene

- (a) An annual general meeting of the Company shall be held after the end of each financial year of the Company within the time limit prescribed by the Law. Any reference in this Constitution to a general meeting includes a reference to any annual general meeting. The term "**general meeting**" is a collective reference to annual general meetings and all other meetings of the Members of the Company.
- (b) The Board:
 - (i) may, whenever they think fit, convene a general meeting; and
 - (ii) must, on the requisition in writing of Members who hold at least five (5) percent (%) of the votes to be cast at a general meeting or 100 voting Members, convene a general meeting to be held as soon as practicable but, in any case, not later than two (2) months after the date of the submission of the requisition. Notice of the general meeting must be given in accordance with this Constitution within twenty-one (21) days of the receipt of the requisition.
- (c) If the Directors do not, within twenty-one (21) days after the date of the submission of a requisition pursuant to clause 17(b)(ii), proceed to convene a general meeting, the requisitioning Member may convene a general meeting to be held not later than three (3) months after the date of submission of the requisition to the Company.
- (d) The Board may postpone or cancel by notice in writing to all Members a general meeting convened by the Board, except that a general meeting convened on the requisition of Members shall not be postponed or cancelled without their consent.

18 Notice of general meetings

- (a) Subject to provisions of the Corporations Act relating to special and other resolutions, at least twenty-one (21) days written notice must be given to Members of any general meeting.
- (b) Each notice convening a general meeting shall contain the information required by the Law.
- (c) The non-receipt of a notice convening a general meeting by a Member or other person or the accidental omission to give notice to any person entitled to receive notice shall not invalidate the proceedings at or any resolution passed at the general meeting.

19 Quorum

No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Subject to clause 30 a quorum for a general meeting shall be twenty (20) Members Present entitled to attend and vote on any item of business included in the notice of that general meeting.

20 Chairman of meetings

- (a) Subject to clause 20(b), the Chairman shall preside as Chairman at every general meeting.
- (b) Where a general meeting is held and:
 - (i) there is no Chairman; or
 - (ii) the Chairman is not present within fifteen (15) minutes after the time appointed for the commencement of the meeting or does not wish to act as chairman of the meeting,

the Members Present shall elect as chairman of the meeting another Director who is present and willing to act, or if no other Director willing to act is present at the meeting, an Ordinary Member who is present and willing to act.

- (c) Any question arising at a general meeting relating to the order of business, procedure, interpretation of this Constitution or the conduct of the meeting must be referred to the Chairman of the meeting, whose decision is final.

21 Adjournments

- (a) Subject to the requirements of clause 17(d), the Chairman may adjourn any general meeting from time to time and from place to place.
- (b) No business shall be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a general meeting is adjourned for twenty-one (21) days or more, notice of the adjourned general meeting shall be given as in the case of an original general meeting.

- (d) Except as provided by clause 21(c), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned general meeting.

22 Voting at general meetings

- (a) Any resolution to be considered at a general meeting shall be decided on a show of hands unless a poll is demanded.
- (b) A declaration by the Chairman that a resolution has on a show of hands been carried or lost and an entry to that effect in the minutes of the general meeting shall be taken as conclusive evidence of the fact without the need to show the number or proportion of the votes recorded in favour of or against the resolution.
- (c) In addition to any provision of the Law, a poll for a resolution may be requested by the Chairman or by at least two (2) Members Present and entitled to vote on the resolution. A request for a poll may be withdrawn.

23 Procedure for polls

- (a) Subject to this clause, a poll when validly requested shall be taken in the manner and at the time the Chairman directs.
- (b) The result of the poll shall be a resolution of the general meeting at which the poll was requested.
- (c) The request for a poll shall not prevent a general meeting from continuing with the transaction of any business other than that on which a poll has been requested.

24 No Casting vote for Chairman

In the event of an equality of votes on a show of hands or on a poll the Chairman of the general meeting will not have a casting vote in addition to any vote to which the Chairman may be entitled to cast as a Member.

25 Representation and voting of Members

- (a) Subject to this Constitution including clauses 16(e) and 16(f):
 - (i) A Member who is a Member of the Company as at the date that notice of a general meeting is given by the Company shall be entitled to vote at that general meeting; provided that
 - (ii) By the date of that general meeting the Member has been a Member of the Company for at least 12 months.
- (b) Subject to this Constitution:
 - (i) at general meetings of Members each Member entitled to attend and vote may attend and vote in person or by proxy;
 - (ii) on a show of hands, every Member Present having the right to vote at a general meeting has one vote; and

- (iii) on a poll, every Member Present having the right to vote at a general meeting has one vote.
- (c) An objection to the qualification of a person to vote a general meeting:
 - (i) Must be raised before or at the general meeting of which the vote objected is given or tendered;
 - (ii) Must be referred to the chairperson of the meeting, whose decision is final as to any question of allowing or disallowing a vote.
- (d) A vote not disallowed by the Chairman of a meeting under clause 25(c) is valid for all purposes.

26 Proxies

- (a) A Member may appoint a proxy. A proxy must be another Member who is by reference to this Constitution entitled to attend and vote at that general meeting.
- (b) An instrument appointing a proxy must be in writing under the hand of the appointor personally (not by an attorney or otherwise).
- (c) A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated; however, if the instrument appointing a proxy specifies the way in which a proxy is to vote on any particular matter put to a vote at the general meeting then the proxy must vote in the manner indicated in the instrument appointing the proxy.
- (d) An instrument appointing a proxy shall be in the form set out at **Appendix A** to this Constitution.
- (e) The documents to be received under the Law for an appointment of a proxy to be effective must be received by the Company not less than twenty-four (24) hours before the meeting commences or resumes (as the case may be).

27 Right of officers and advisers to attend general meeting

- (a) Each Director and each Secretary shall be entitled to be present and, at the request of the Chairman, to speak at any general meeting.
- (b) Any other person (whether a Member or not) requested by the Directors to attend any general meeting shall be entitled to be present and, at the request of the Chairman, to speak at that general meeting.

28 Circulating resolutions

Nothing in this Constitution limits the Company's power under the Law to pass a resolution as a circulating resolution.

29 Consent

During the term of the Company's affiliation with NSWRL, any proposed alteration, amendment or addition to or deletion from this Constitution and any rules or regulations made pursuant to it must be submitted to the NSWRL board of directors for its written approval, which must be received by the Company before any such alteration, amendment, addition or deletion becomes operative.

DIRECTORS

30 The Board

- (a) The Board of the Company shall consist of a maximum of nine (9) Directors.
- (b) No person shall be eligible for appointment as a Director if that person has not attained the age of eighteen (18) years.
- (c) No Playing Member or any Member appointed as the head coach of any of the teams representing the Company in NSWRL Competitions or other competitions shall be eligible for appointment as a Director.
- (d) The composition of the Board shall be as follows:
 - (i) Seven (7) Elected Directors, each of whom must be an Ordinary Member or Life Member, and in each instance must have been a Member of the Company in any class for at least twelve (12) months; and
 - (ii) Up to two (2) Sponsor Directors, who need not be a Member of the Company.

31 Appointment of Directors

- (a) The Directors of the Company shall be appointed as follows:
 - (i) Any person who fulfils the criteria for appointment as an Elected Director may nominate as a candidate in an election of Elected Directors.
 - (ii) Nominations of candidates for election to the office of an Elected Director shall be requested by the Secretary at the same time that notice is given of an annual general meeting at which such an election shall take place.
 - (iii) A Member nominating as a candidate for election as an Elected Director must make that nomination in writing in the form of a document approved by the Board. That document must be signed by the nominated candidate and a proposer, who shall be a Member.
 - (iv) Nominations submitted pursuant to clause 31(a)(iii) must be received no later than seven (7) days before the date of the annual general meeting.
 - (v) Elected Directors are appointed by the Members entitled to vote in an election of Elected Directors. The rules pursuant to which such elections are conducted are set out in **Appendix B**.
- (b) Prior to their appointment as a Director a prospective appointee shall provide to the Company a schedule of potential conflicting interests with the interests of the Company. If a person has a material conflicting interest with the Company then that person must not be appointed as a Director.
- (c) The Association may at any time remove any Director from office by resolution passed in any manner that an ordinary resolution of

Members may be passed under this Constitution, provided that a minimum required number of Directors is maintained to form a quorum.

- (d) A Director removed from office under clause 31(c) may not stand for or be re-elected to the office of Director for a period of three (3) years commencing from the date of removal from office.
- (e) Elected Directors are elected to office for a period of three (3) years. An Elected Director takes office immediately on the conclusion of the annual general meeting at which the Elected Director is elected. The term of that Elected Director's appointment ends immediately on the conclusion of the third annual general meeting after which the Elected Director was appointed.
- (f) Nothing in this clause 31 prevents the re-election or re-appointment of a person as an Elected Director.
- (g) The Company may at any time by Special Resolution appoint a person as a Sponsor Director. The Company may determine the terms of appointment of a Sponsor Director; but in the absence of such a determination a Sponsor Director is appointed as a Director of the Company for a period ending at the conclusion of the next annual general meeting of the Company after the appointment takes effect.

32

Interested Directors

- (a) A Director may hold any other office (other than auditor) in the Company or any Related Body Corporate in conjunction with his directorship and may be appointed to that office or place on such terms as to remuneration, tenure of office and otherwise as the Directors think fit.
- (b) A Director of the Company may be or become a director or other officer of any Related Body Corporate or any other body corporate promoted by the Company or in which the Company may be interested as a shareholder or otherwise, and is not accountable to the Company for any remuneration or other benefits received by the Director as a director or officer of, or from having an interest in, that body corporate.
- (c) The Directors may exercise the voting rights conferred by shares in any body corporate held or owned by the Company in such manner in all respects as the Directors think fit (including voting in favour of any resolution appointing a Director as a director or other officer of that body corporate or voting for the payment of remuneration to the directors or other officers of that body corporate) and a Director may, if permitted by law, vote in favour of the exercise of those voting rights even though he or she is, or may be about to be appointed, a director or other officer of that other body corporate and, as such, interested in the exercise of those voting rights.
- (d) A Director is not disqualified merely because of being a Director from contracting with the Company.
- (e) No contract made by a Director with the Company, and no contract or arrangement entered into by or on behalf of the Company in which any Director may be in any way interested, is avoided or rendered voidable merely because of the Director holding office as a Director or because of the fiduciary obligations arising out of that office.

- (f) No Director contracting with or being interested in any arrangement involving the Company is liable to account to the Company for any profit realised by or under any contract or arrangement merely because of the Director holding office as a Director or because of the fiduciary obligations arising out of that office.
- (g) Subject to the Corporations Act, a Director who is in any way interested in any contract or arrangement or proposed contract or arrangement may, despite that interest:
 - (i) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement.
 - (ii) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement; and
 - (iii) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement to which the seal is affixed.

33

Vacation of office

- (a) The office of a Director becomes vacant, and a casual vacancy in that office is created, in any of the following circumstances:
 - (i) as prescribed by the Law;
 - (ii) if an Insolvency Event occurs in relation to a Director;
 - (iii) if the Director becomes a Mentally Incapacitated Person;
 - (iv) if the Director is removed from office pursuant to this Constitution;
 - (v) if the Director is removed from office by the Members under the procedure prescribed in the Law;
 - (vi) if the Director resigns by notice in writing to the Secretary or refuses to act;
 - (vii) if the Director is absent without the consent of the Board from three (3) consecutive meetings of the Board;
 - (viii) if the Director dies;
 - (ix) (if Membership of the Company is a qualification criteria for the appointment to office) if the Director ceases to be a Member of the Company.
- (b) In circumstances of a casual vacancy in the office of any Director:
 - (i) The remaining Directors may appoint a person as a Director, provided that the person qualifies for appointment under clause 30; and
 - (ii) A person can be appointed as a Director under this clause in order to make up a quorum for a Directors'

meeting even if the total number of Directors of the company is not enough to make up that quorum.

- (c) Any appointment made pursuant to clause 33(b) shall be on terms determined by the remaining Directors.

34 Chief Executive Officer and other Employees

- (a) The Directors may from time to time appoint a chief executive officer of the Company for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in a particular case, may revoke any such appointment.
- (b) The chief executive officer is not a Director and is not a member of the Board.
- (c) At any time while the chief executive officer remains in office he or she may not be appointed as a Director.
- (d) The chief executive officer must report to the Board on a regular basis and as and when required by the Board.
- (e) The provisions of clauses 34(a) to 34(d) apply mutatis mutandis to other employees of the Company.

POWERS AND DUTIES OF DIRECTORS

35 Powers of Directors

- (a) Subject to the Law and this Constitution, the business of the Company shall be managed by the Directors who may exercise all powers of the Company, including but not limited to the making of rules, regulations, by laws, policies and all other decisions consistent with fulfilling the objects of the Company, which are not, by the Law or this Constitution, required to be exercised by the Company in general meeting.
- (b) No rules, regulations, by laws, policies and all other decisions so made shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.
- (c) Without limiting the generality of clause 35 the Directors may exercise all the powers of the Company to borrow money and to charge any property or business of the Company.

36 Appointment of attorneys

The Directors may, by power of attorney, appoint any person to be the attorney of the Company for the purposes, with the powers, authorities and discretions vested in or exercisable by the Board as may be specified by them and for such period and subject to such conditions as they think fit.

37 Negotiable instruments

All negotiable instruments of the Company shall be executed by the persons and in the manner that the Directors decide from time to time.

PROCEEDINGS OF DIRECTORS

38 Proceedings

- (a) The Directors shall meet together as often as is necessary for the despatch of business of the Company and may adjourn and otherwise regulate their meetings as they think fit.
- (b) Any one (1) Director may, at any time, by written notice to the Secretary request that a meeting of the Directors be convened. The Secretary shall forthwith convene a meeting in accordance with such a request.
- (c) Reasonable notice must be given to every Director of the place, date and time of every meeting of the Directors.
- (d) Where any Director is for the time being outside of Australia, notice of a meeting of the Directors need only be given to that Director if contact details have been given.
- (e) A notice of a meeting of Directors:
 - (i) must specify the time and place of the meeting;
 - (ii) need not state the nature of the business to be transacted at the meeting; and
 - (iii) may be given in person, by post, by telephone, facsimile or other electronic means.
- (f) A Director may waive notice of any meeting of Directors by notifying the Secretary to that effect in person or by post, telephone, facsimile or other electronic means.
- (g) The non-receipt of notice of a meeting of Directors by, or a failure to give notice of a meeting of Directors to, a Director does not invalidate any thing done or resolution passed at the meeting if:
 - (i) the non-receipt or failure occurred by accident or error;
 - (ii) before or after the meeting, the Director waived or waives notice of that meeting under clause 38(f) or has notified or notifies the Company of his or her agreement to that thing or resolution personally or by post, telephone, facsimile or other electronic means; or
 - (iii) the Director attended the meeting.
- (h) A person who attends a meeting of Directors waives any objection that person may have to a failure to give notice of the meeting.

39 Meetings by technology

- (a) For the purposes of the Law, each Director, on becoming a Director (or on the adoption of this Constitution), consents to the use of the following technologies for calling or holding a Board meeting:
 - (i) video conferencing;
 - (ii) Telephone conferencing;

- (iii) electronic mail;
 - (iv) any other technology which permits each Director to communicate with every other Director; or
 - (v) any combination of the technologies described in this clause 39(a).
- (b) A Director may withdraw the consent given under this clause in accordance with the Law but not otherwise.
- (c) Where the Directors are not all in attendance at one place and are holding a meeting using any technology described in clause 39(a) and each Director can communicate with the other Directors:
- (i) the participating Directors shall, for the purpose of every provision of this Constitution concerning meetings of the Directors, be taken to be assembled together at a meeting and to be present at that meeting; and
 - (ii) all proceedings of those Directors conducted in that manner shall be as valid and effective as if conducted at a meeting at which all of them were present.

40 Quorum at meetings

A quorum for any meeting of Directors is the presence or, subject to clause 39, participation as permitted by law of at least four (4) Directors.

41 Chairman

- (a) The Chairman of the Company shall be elected by the Board at the Board's first meeting following each annual general meeting.
- (b) Where a meeting of Directors is held and:
- (i) a chairman has not been elected as provided by clause 41(a); or
 - (ii) the Chairman is not present at the time appointed for the holding of the meeting or does not wish to chair the meeting,
- the Directors present shall elect one of their members as chairman in accordance with clause 41(a).
- (c) The Chairman does not on any question, motion or resolution at any Directors' meeting have a casting vote in addition to any vote to which the Chairman may be entitled as a Director.

42 Proceedings at meetings

Subject to this Constitution, questions arising at a meeting of Directors shall be decided by majority vote of Directors present and voting. Any such decision shall for all purposes be taken to be a decision of the Board.

43 Disclosure of interests

- (a) A Director is not disqualified by the Director's office from contracting with the Company in any capacity.

- (b) A contract or arrangement made by the Company with a Director or in which a Director is in any way directly or indirectly interested shall not be avoided merely because the Director is a party to or interested in it.
- (c) A Director is not liable to account to the Company for any profit derived in respect of a matter in which the Director has a material personal interest, merely because of the Director's office or the fiduciary relationship it entails, if the Director has:
 - (i) declared the Director's interest in the matter as soon as practicable after the relevant facts have come to the Director's knowledge; and
 - (ii) not contravened this Constitution or the Law in relation to the matter.

A general notice that the Director is an officer or member of a specified body corporate or firm stating the nature and extent of the Director's interest in the body corporate or firm shall, in relation to a matter involving the Company and that body corporate or firm, be a sufficient declaration of the Director's interest, provided the extent of that interest is no greater at the time of first consideration of the relevant matter by the Directors than was stated in the notice.

- (d) Subject to the Law, a Director may not vote in respect of a matter in which that Director has a material personal interest.
- (e) If the provisions of this clause and the Law have been observed by any Director with regard to any contract or arrangement in which the Director is in any way interested, the fact that the Director signed the document evidencing the contract or arrangement shall not in any way affect its validity.
- (f) Each Director must provide the Company with notification from time to time of that Director's interests for the purposes of this clause 43.
- (g) The Company shall maintain a register of those interests of Directors notified to the Company from time to time.

44 Remuneration

- (a) The Directors shall be entitled to payment of fees for their service as Directors of the Company in any maximum aggregate amount specified at any time by a resolution passed as a Special Resolution of the Company in general meeting.
- (b) Any proposal for a resolution to increase the maximum aggregate fee amount referred to in clause 44(a), and the proposed increased amount, shall be specified in the notice calling any general meeting to pass that resolution.
- (c) Fees payable to Directors under this clause 44 shall accrue from day to day and be allocated among the Directors in any proportions agreed by the Directors or, in the absence of agreement, equally.
- (d) Any Director shall be entitled to payment or reimbursement of any travelling and other cost and expense properly incurred by that Director in attending and returning from any meeting of Directors, or committee of Directors, or general meeting or otherwise in connection with the business of the Company.

- (e) The Company may pay to any Director, who performs any extra service, travelling or going to reside overseas or makes any special effort for the benefit of the Company, any special remuneration as a fixed amount, as decided by the Directors, whether in addition to or in substitution for the share of fees payable to that Director under this clause 44.
- (f) Any fees or special or additional remuneration payable to Directors under this provision shall not comprise any commission on or percentage of profits, operating revenue or turnover.

45 Board Committees

- (a) The Directors may delegate any of their powers to a committee or committees consisting of such number of them and / or Members and / or other persons as the Directors may determine. A committee may consist of two (2) or more people. The Chairman shall be an ex officio member of every committee established by the Directors.
- (b) A committee to which any powers have been so delegated shall exercise the powers and functions delegated in accordance with any directions of the Directors. A power or function so exercised shall be taken to have been exercised by the Directors.
- (c) The number of committee members whose presence at a meeting of the committee is necessary to constitute a quorum is the number determined by the Directors and, if not so determined, is two (2). Unless the Directors determine otherwise, the quorum need only be present at the time when the meeting proceeds to business.
- (d) Minutes of all the proceedings and decisions of every committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Directors are required by the Law and this Constitution to be made, entered and signed.
- (e) In addition to any other committee formed in accordance with this Constitution, the following committees are established:
 - (i) the marketing, promotion and sponsorship committee;
 - (ii) the development committee;
 - (iii) the finance committee; and
 - (iv) the district representative committee.

46 Written resolutions

- (a) If a document:
 - (i) is sent to all those entitled to receive notice of a Board meeting at which a resolution could be put;
 - (ii) contains a statement that the signatories to it are in favour of that resolution;
 - (iii) the terms of the resolution are set out or identified in the document; and

- (iv) has been signed by a simple majority all of the Directors entitled to vote on that resolution,

a resolution in those terms is deemed passed on the day on which and at the time at which the document was signed by the last of the simple majority of Directors that signed, and the document has effect as a minute of the resolution.

- (b) For the purposes of clause 46(a):
 - (i) two or more separate documents containing statements in identical terms each of which is signed by one or more Directors shall together be taken to constitute one document containing a statement in those terms signed by those Directors at the time at which the last of those documents to be signed was signed by a Director; and
 - (ii) a facsimile or electronic mail which is received by the Company or an agent of the Company and is sent for or on behalf of a Director shall be taken to be signed by that Director not later than the time of receipt of the facsimile or electronic mail by the Company or its agent in legible form.

47 Defects in appointments

- (a) All acts done by any meeting of the Directors, committees of Directors or any person acting as a Director are as valid as if each person was duly appointed and qualified to be a Director or a member of the committee.
- (b) Rule 47(a) applies even if it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a member of a committee or to act as a Director or that a person so appointed was disqualified.

MINUTES

48. The Directors shall cause minutes to be duly entered in books provided for the purpose:

- (a) the appointment of any Sponsor Director or Secretary;
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- (c) of all resolutions and decisions made by the Directors and of any committee of the Directors; and
- (d) of all resolutions and proceedings of meetings of the Company, of all meetings of the Directors of the Company, and of all meetings of any committee of the Directors,

and such minutes, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

49. Copies of all minutes shall be forwarded to the Secretary as soon as possible.

SECRETARIES AND OTHER OFFICERS

50 Secretaries

- (a) Subject to this clause, a Secretary of the Company holds office on the terms and conditions, as to remuneration and otherwise, as the Directors decide. A Secretary shall be appointed at the first meeting of Directors after a vacancy in that office occurs.
- (b) The Directors may at any time terminate the appointment of a Secretary.

51 Other officers

- (a) The Directors may from time to time:
 - (i) create any other position or positions in the Company with such powers and responsibilities as the Directors from time to time confer; and
 - (ii) appoint any person, whether or not a Director to a position or positions created under clause 51(a)(i).
- (b) The Directors may at any time terminate the appointment of a person holding a position created under clause 51(a)(i) and may abolish the position.

SEAL AND EXECUTING DOCUMENTS

52 Seal and its use

- (a) The Company may, but need not have a common seal.
- (b) If the Company has a common seal, the Seal shall be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the Seal. Every document to which the Seal is affixed shall be signed by:
 - (i) two (2) Directors; or
 - (ii) a Director and a Secretary (or another person appointed by the Directors to countersign that document or a class of documents in which that document is included).

This clause does not limit the ways in which the Company may execute a document.

INSPECTION OF RECORDS, ACCOUNTS AND AUDIT

53 Inspection of records

- (a) The Directors have the power to authorise a Member to inspect books of the Company (to the extent, at the time and places and under the conditions the Directors consider reasonable and appropriate).
- (b) A Member (other than a Director) does not have the right to inspect any document of the Company except as provided by the Law or authorised by the Directors.

54 Accounts and Reporting to Members

The Directors shall:

- (a) Cause proper accounts and other records to be kept and audited.
- (b) Send copies of the financial report, Directors' reports and auditor's report to the Members in accordance with the requirements set out in the Corporations Act.
- (c) Cause to be laid before each annual general meeting the financial report, the Directors' report and the auditor's report for the last financial year that ended before the annual general meeting.
- (d) Publish, on the Company's website, the Company's profit and loss statement, and statement of financial position, for that quarterly period most recently ended. The Company shall publish those documents in the manner prescribed by the date which is 28 days' after the end of the relevant quarter.

55 Audit

- (a) A properly qualified auditor or auditors shall be appointed to the Company to review the financial statements, the notes thereto and the Directors' declaration about the financial statements and the notes thereto and report to the Members on whether the auditor is of the opinion that the financial report is in accordance with the Law, complies with accounting standards and presents a true and fair view.
- (b) The financial year of the Company shall be determined by the Directors in accordance with the requirements of the Corporations Act.

NOTICES

56 Notices generally

- (a) Any Member who has provided the Company with address, facsimile number or an electronic mail address at or to which all notices and documents of the Company may be served or sent shall be entitled to receive any notice.
- (b) A notice may be given by the Company to any Member by:
 - (i) serving it on the Member personally;
 - (ii) sending it by post to the Member or leaving it at the Member's address as shown in the Register or the address supplied by the Member to the Company for the giving of notices;
 - (iii) facsimile to the facsimile number supplied by the Member to the Company for the giving of notices; or
 - (iv) transmitting it electronically to the electronic mail address given by the Member to the Company for the giving of notices.
- (c) Notice to a Member whose address for notices is outside Australia shall be sent by airmail, facsimile or electronic mail.

- (d) Where a notice is sent by post, service of the notice shall be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected:
 - (i) in the case of a notice of a meeting, on the day next after the date of its posting; and
 - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- (e) Where a notice is sent by facsimile or electronic transmission, service of the notice shall be taken to be effected by properly addressing and sending or transmitting the notice. The deemed day on which notice is given is the day after the facsimile or electronic transmission is sent.

57 Notices of general meeting

- (f) Notice of every general meeting shall be given in the manner authorised by clause 56:
 - (i) to every Member and to each Director; and
 - (ii) to the auditor to the Company.
- (g) Except as required by the Law, no other person is entitled to receive notice of general meetings.

INDEMNITY

58 Indemnity and insurance

- (a) To the extent permitted by law and without limiting the powers of the Company, the Company must indemnify each person who is, or has been, a Director or Secretary or officer of the Company against any liability which results from facts or circumstances relating to the person serving or having served in that capacity in relation to the Company:
 - (i) to any person (other than the Company or a Related Body Corporate), which does not arise out of conduct involving a lack of good faith or conduct known to the person to be wrongful; and
 - (ii) for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted, or in connection with any application in relation to such proceedings in which the court grants relief to the person under the Law.
- (b) The Company need not indemnify a person as provided for in clause 58(a) in respect of a liability to the extent that the person is entitled to the benefit of an indemnity in respect of that liability under a contract of insurance.
- (c) To the extent permitted by law and without limiting the powers of the Company, the Directors may authorise the Company to, and the Company may enter into any:
 - (i) documentary indemnity in favour of; or

(ii) insurance policy for the benefit of,

a person who is, or has been, a Director, Secretary, employee or other officer of the Company.

(d) The benefit of each indemnity given in clause 58(a) continues, even after its terms or the terms of this paragraph are modified or deleted, in respect of a liability arising out of acts or omissions occurring prior to the modification or deletion.

Appendix A
Notice of Proxy

To: **The Secretary**
North Sydney District Rugby League Football Club Limited
[address]
[address]
[address]

[NAME OF MEMBER] hereby appoints [NAME OF PROXY] of [ADDRESS OF PROXY] as proxy to vote on [NAME OF MEMBER]'s behalf at the meeting of North Sydney District Rugby League Football Club Limited to be held on [DATE OF MEETING] and any adjournment thereof.

Constitution – Clause 26

	RESOLUTION IN NOTICE OF MEETING	HOW PROXY IS TO VOTE
1		
2		
3		
4		
5		

Signed:

Dated:

Appendix B

Rules Governing Elections

Part A

BALLOT PAPERS IN DIRECTOR ELECTIONS

Note: The capitalised terms used in this Part A of Appendix B are ascribed the same meanings as given to those terms in clause 1 of the Constitution of **NORTH SYDNEY DISTRICT RUGBY LEAGUE FOOTBALL CLUB LIMITED** unless expressly stated to the contrary.

Informal Ballot Papers

- 1 The following rules shall apply in the conduct of any election provided for pursuant to the Constitution of the Company or otherwise conducted by the Company:
 - (a) Subject to the provisions of Rule 2 below, ballot paper shall be informal if:
 - (i) it is not authenticated by the initials of the presiding Returning Officer.
 - (ii) it is not an original ballot paper.
 - (iii) (in the case of a first-past-the-post or affirmative / negative elections) if the voter makes any mark or obliteration on the ballot paper other than indicating his preferred candidate or his affirmative or negative vote in respect of each candidate.
 - (iv) (in the case of a first past the post election) It has no vote indicated on it, or does not indicate the voter's first preference for one candidate and no preference for all the remaining candidates, provided that:
 - (v) It has upon it any mark, obliteration or writing by which, in the opinion of the Returning Officer, the voter can be identified.

Returning Officer Amendment to Ballot Paper Not to Render Ballot Paper Informal

- 2 Any mark or obliteration on the face of a ballot paper, which is made and appropriately initialled by the Returning Officer for the purpose of denoting which candidates, whose names are listed on the ballot paper, are properly entitled to stand for election to the office that the named person is listed as a candidate for, shall be deemed to be a valid amendment to the ballot paper which shall not render the ballot paper informal for the purposes of Rule 1 above.

Part B

Voting Rules

First Past the Post Elections

Votes shall be conducted pursuant to the direction of the President and the Returning Officer, subject to the following requirements:

- 1 Where the names of more than one candidate are listed on a ballot paper, the person casting a vote shall mark the ballot paper to indicate his preferred candidate by placing a "1", "yes" or "X" or similar mark in the box adjacent to the name of the preferred candidate.
- 2 The person casting a vote shall not otherwise mark the ballot paper so as to indicate any preference for any other candidate.
- 3 In any election, the candidate polling the highest number of votes cast in accordance with rule 1 of this Part B, Appendix B shall be declared elected to the position in respect of which the vote was cast.
- 4 If two or more candidates tie with the highest number of votes, the remaining candidates shall be discarded, and the vote conducted for a second time comprising just those candidates which tied for the highest number of votes.
- 5 If the result of the election conducted for the second time results in the same candidates again being tied on the same number of votes, the candidates shall draw straws for the purpose of determining which candidate is declared elected to the position in respect of which the election was conducted; HOWEVER if a smaller number of candidates ties with the highest number of votes (if for example three candidates tied in the first ballot, but only two candidates in the second ballot), the election shall be conducted again, with only those candidates standing as candidates in that re-run of the election.
- 6 In the event that two candidates tie in the re-run, the deadlock shall be broken by drawing lots in a manner decided by the Returning Officer.

Life Membership Elections

An election in respect of candidates for Life Membership shall be conducted in a manner which is consistent with the provisions of clause 13 of the Constitution.