

Constitution

Parramatta Leagues Club Limited

ACN 000 218 655

2025

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1. **INTERPRETATION**

1.1 **Definitions**

In this Constitution unless the contrary intention appears:

Annual Subscription Fee means any amount determined in accordance with clause 4.5.

ASIC means Australian Securities and Investments Commission.

Board means the Board of Directors of the Company as constituted from time to time.

By-laws means any regulations, rules or other standards made in accordance with clause 20.

Chief Executive Officer means a person appointed in accordance with clause 12.

Committee means a committee of Directors constituted in accordance with clause 10.6.

Company means Parramatta Leagues Club Limited ACN 000 218 655, as that name may be changed from time to time.

Constitution means this constitution and a reference to a clause is a reference to a clause of this constitution.

Core Property has the meaning given in the Registered Clubs Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Director means a person holding office as a director of the Company. Directors means all or some of the Directors acting as a board.

Directors Handbook means the Directors Handbook approved by the Board from time to time.

Eligibility Criteria means the requirements to be eligible for appointment as a Director set out in clause 9.3.

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Full Member means a person who is an Ordinary Member or a Life Member of the Company.

Honorary Member means a person who is admitted in accordance with clause 3.3 of this Constitution.

ILGA means the Independent Liquor and Gaming Authority.

Independent Expert means a third party expert appointed by the Board with appropriate legal, financial or other qualifications (as determined by the Board) for the purposes of clause 9.9.

Life Member means a person who is elected to membership of the Company for life in accordance with clause 3.2.

Maximum Tenure has the meaning set out in clause 9.6(c).

Member means a person who is an Ordinary Member, a Life Member, a Provisional Member, an Honorary Member or a Temporary Member of the Company.

NRL means the National Rugby League Limited (ACN 082 088 962).

Objects means the primary objects specified in clause 2.1.

OLG means Liquor & Gaming NSW.

Ordinary Member means a person who is elected to membership of the club in accordance with clause 4.3.

Patron means a person who is appointed a patron in accordance with clause 3.6.

PDRL means the Parramatta District Rugby League Club Limited (ACN 002 254 980).

PNRL means Parramatta National Rugby League Club Pty Limited (ACN 092 536 519).

PNRL Constitution means the constitution of PNRL, as amended from time to time.

President means a person elected as President in accordance with clause 11.5.

Provisional Member means a person who has applied for admission as an Ordinary Member of the club, has paid the relevant application fee and is awaiting a decision on the application.

Register means the register of Members of the Company and, if appropriate, includes a branch register.

Registered Club has the meaning in the Registered Clubs Act.

Registered Clubs Act means the *Registered Clubs Act 1976* (NSW).

Registered Office means the registered office of the Company.

Retirement Cycle has the meaning set out in clause 9.6(d).

Secretary or **Company Secretary** means a person appointed in accordance with clause 13 as a secretary of the Company.

Temporary Member means a person who, as provided for in clause 3.4 of the constitution of the Company, is a temporary member of the Company.

Top Executive has the meaning given in the Registered Clubs Act.

Voting Member means any Full Member who has been a Full Member for a continuous period of three years prior to the date of voting at a general meeting or the close of a ballot of Members.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this Constitution:

- (a) the singular includes the plural and vice versa;
- (b) words importing any gender include all other genders;
- (c) a reference to a document includes any variation or replacement of it;
- (d) the meaning of general words is not limited by specific examples introduced by "**including**", "**for example**", "**such as**" or similar expressions;

- (e) a reference to "**person**" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (f) a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- (g) a reference to "**law**" includes common law, principles of equity and legislation (including regulations);
- (h) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacement of any of them;
- (i) a reference to "**regulations**" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- (j) a reference to "**ILGA**" or "**OLG**" includes any successor entity performing the same functions;
- (k) a reference to a group of persons is a reference to any two or more of them jointly and to each of them individually;
- (l) a power, an authority or a discretion given to a Director, the Directors, the Company in general meeting or a Member may be exercised at any time and from time to time;
- (m) a reference to "**writing**" or "**written**" includes printing, typing and other modes of reproducing words in a visible form including any representation of words in a physical document or in an electronic communication or form or otherwise;
- (n) a chairman appointed under this Constitution may be referred to as a chairperson, chairwoman or as chair, as appropriate; and
- (o) a reference to a person being "**present**" at a meeting includes participating using technology approved by the Directors in accordance with this Constitution.

1.3 **Corporations Act and Registered Clubs Act**

In this Constitution unless the contrary intention appears:

- (a) a word or expression defined or used in the Corporations Act or the Registered Clubs Act has the same meaning when used in this Constitution in a similar context (and to the extent of inconsistency between the Corporations Act and the Registered Clubs Act, adopting the Registered Clubs Act meaning); and
- (b) "section" means a section of the Corporations Act.

1.4 **Replaceable rules not to apply**

The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and do not apply to the Company.

1.5 **Application of the Registered Clubs Act**

While the Company is a Registered Club:

- (a) despite anything contained in this Constitution, if the Registered Clubs Act prohibits an act being done, the act must not be done;
- (b) nothing contained in this Constitution prevents an act being done that the Registered Clubs Act requires to be done;

- (c) if the Registered Clubs Act requires an act to be done or not to be done, authority is given for that act to be done or not to be done as the case may be;
- (d) if the Registered Clubs Act requires this Constitution to contain a provision and it does not contain such a provision, this Constitution is taken to contain that provision;
- (e) if the Registered Clubs Act requires this Constitution not to contain a provision and it contains such a provision, this Constitution is taken not to contain that provision; and
- (f) if any provision of this Constitution is or becomes inconsistent with the Registered Clubs Act, this Constitution is taken not to contain that provision to the extent of the inconsistency.

If the Company ceases to be a Registered Club any provision of this Constitution requiring compliance with the Registered Clubs Act ceases to apply to the Company.

2. **OBJECTS OF THE COMPANY**

2.1 **Primary Objects**

The Company will pursue the following primary objects:

- (a) to continue to assist, foster, promote and propagate the game of Rugby League that was first started with the formation of the Parramatta Junior Rugby League in November 1946 and the subsequent entry of the Parramatta District Rugby League team in the 1947 NSW Rugby League Competition;
- (b) to provide for members and their guests a social and sporting club with all the usual facilities of a club including residential and other accommodation, liquid and other refreshment, poker machines and other forms of gaming devices, and provision for sporting and other social and recreational facilities, to be conducted as a Registered Club;
- (c) to hold a certificate of registration under the Registered Clubs Act;
- (d) to be the owner of all of the issued capital of PNRL;
- (e) through its ownership of all of the issued capital of PNRL, to indirectly hold the license issued by the NRL for the Parramatta Eels rugby league football club;
- (f) to be committed to the ongoing funding support of PNRL and the Parramatta Eels football club, as reasonably required; and
- (g) to provide financial or other assistance to other sports and activities in the Parramatta district or elsewhere.

2.2 **Powers of a natural person**

The Company has all the powers of a natural person. The primary objects specified in clause 2.1 do not limit the powers and permitted objects and activities of the Company, provided that an object or activity may not be undertaken that is inconsistent with the primary objects specified in clause 2.1 (as they may be amended).

3. **CLASSES OF MEMBERSHIP**

3.1 **Ordinary Member**

Any person who is 18 years or older is eligible for election as an Ordinary Member under clause 4.3 if that person has made an application for Ordinary Membership in accordance with this Constitution and the Registered Clubs Act.

3.2 **Life Member**

An Ordinary Member is eligible for election to Life Membership if that person:

- (a) has rendered exceptional or unusual or distinguished service to the Company;
- (b) is nominated for election to Life Membership in writing by one and seconded by another Life Member or Ordinary Member; and
- (c) is recommended by the Board for election to Life Membership.

A person who satisfies the eligibility requirements in paragraphs (a) to (c) above will become a Life Member if a resolution to that effect is carried by a special resolution of Voting Members.

A Life Member has all the entitlements, rights and privileges of an Ordinary Member. In addition, a Life Member will be exempt from payment of the Annual Subscription Fee and other fees or amounts payable by an Ordinary Member.

3.3 **Honorary Member**

The following persons may be admitted as Honorary Members of the Company in accordance with procedures established by the Board from time to time:

- (a) the Patron or Patrons for the time being of the Company who are not Ordinary Members or Life Members; and
- (b) any prominent citizen or local dignitary of the Parramatta area.

Honorary Members may be relieved by the Board of any obligation or liability with respect to the payment of an application fee, the Annual Subscription Fee and other fees or amounts payable by an Ordinary Member. Honorary Members are entitled only to those facilities and amenities of the Company as the Board may determine from time to time. Honorary Members are not entitled to vote at any general meeting or ballot of Members, to be nominated for or elected to the Board or any office of the Company or participate in the management, business and affairs of the Company in any way.

The Board has power to cancel the membership of any Honorary Member without notice and without being required to give reasons.

3.4 **Temporary Member**

The following persons may be admitted as Temporary Members of the Company in accordance with procedures established by the Board from time to time:

- (a) any person whose permanent place of residence is in New South Wales. Subject to any minimum distance as may be prescribed from time to time by the Registered Clubs Act.

- (b) a full member (as defined in the Registered Clubs Act) of any other club which is registered under the Registered Clubs Act and which has objects similar to those of the Company;
- (c) notwithstanding clause **Error! Reference source not found.**, a full member (as defined in the Registered Clubs Act) of any Registered Club or any interstate club (as defined in the Registered Clubs Act) who, at the invitation of the Board or of a Full Member of the Company, attends on any day at the premises of the Company for the purpose of participating in an organised sport or competition to be conducted by the Company or PNRL on that day, from the time on that day when the person so attends the premises of the Company until the end of that day; or
- (d) an interstate or overseas visitor to the Company's premises.

Temporary Members are not required to pay an application fee, the Annual Subscription Fee and other fees or amounts payable by an Ordinary Member, but may be required to pay a temporary membership fee as the Board may determine from time to time.

Temporary Members are entitled only to those facilities and amenities of the Club as the Board may determine from time to time. Temporary Members are not entitled to attend or vote at any general meeting or ballot of Members, to be nominated for or elected to the Board or any office of the Company or participate in the management, business and affairs of the Company in any way. Temporary Members may only be admitted as Temporary Members for a period of up to seven consecutive days or for such other period as prescribed by the Registered Clubs Act.

The Secretary, or in the Secretary's absence the senior employee of the Company then on duty, may terminate the membership of any Temporary Member at any time without notice and without being required to give reasons.

3.5 **Provisional Member**

A person will be admitted to Provisional Membership of the Company if they have properly made application pursuant to clause 4.1 and paid the relevant application fee required by clause 4.2.

Should a person who is admitted as a Provisional Member not be elected to Ordinary Membership of the Company in accordance with clause 4.3 within six weeks from the date of depositing the application form at the office or should that person's application to be an Ordinary Member be rejected (whichever is the earlier), that person will cease to be a Provisional Member. In these circumstances, the relevant application fee paid pursuant to clause 4.2 will be returned to that person.

If the Board approves the application to be an Ordinary Member, that person will cease to be a Provisional Member and become an Ordinary Member.

Provisional Members are entitled only to those facilities and amenities of the Company as the Board may determine from time to time. Provisional Members are not entitled to attend or vote at any general meeting or ballot of Members, to be nominated for or elected to the Board or any office of the Company or participate in the management, business and affairs of the Company in any way.

3.6 **Patrons**

The Members by ordinary resolution may appoint or remove one or more persons as Patrons from time to time by ordinary resolution of Voting Members upon a recommendation being made by the Board to the meeting.

A Patron who is not an Ordinary Member or a Life Member of the Company will be an Honorary Member while he or she remains a Patron.

At any one time there must not be more than three Patrons.

4. **MEMBERSHIP**

4.1 **Application for Ordinary Membership**

A person may apply to become an Ordinary Member by submitting to the Secretary a properly completed and signed application in the form prescribed by the Directors. An application must be proposed by one Full Member who must also sign the application form as sponsor of the applicant.

By completing an application form, if accepted, the applicant agrees to be bound by this Constitution and any other By-laws, rules, policies or other standards prescribed by the Directors from time to time.

4.2 **Application fee**

The Directors may resolve from time to time that any person applying to become an Ordinary Member must pay an application fee and, if so, how much and when and how it is to be paid.

4.3 **Becoming an Ordinary Member**

- a) Notwithstanding any other provision of this Constitution, a person shall not be admitted as an Ordinary Member of the Company, unless the person is elected as an Ordinary Member at a meeting of the Board or of a duly appointed Committee by a three-quarters majority of the Directors present and voting. If a person is not elected to become an Ordinary Member the Board is not required to give reasons for that decision to the applicant.
- b) Clauses 4.1 and 4.2 shall not apply to a person who is admitted as a member of the Company pursuant to an amalgamation with another Registered Club undertaken in accordance with the Registered Clubs Act, provided the admission of membership occurs in accordance with paragraphs (c) and (d) below.
- c) A person shall be admitted as a member of the Company pursuant to an amalgamation under the Registered Clubs Act, if that person:
 - (i). is a full member (as defined in the Registered Clubs Act) of a Registered Club which has amalgamated with the Company; and
 - (ii). has agreed in writing to:
 - A. be a member of the Company pursuant to the amalgamation; and
 - B. be bound by the Constitution and By-Laws of the Company,

in such form as approved by the Board from time to time.
- d) Any person who completes and signs the agreement referred to in clause 4.3(c)(ii) and returns that agreement to the Company shall subject to clause 4.3(a), be admitted to Ordinary membership of the Company unless the person is at that time suspended or expelled from membership of the Company.

- e) To be considered as a Voting Member for the purposes of this Constitution, a person who is admitted to Ordinary membership of the Company in accordance with clause 4.4(d) after 25 February 2025 must have been a Full Member of the Company for a continuous period of three years prior to the date of voting at a general meeting or the close of a ballot of Members (whichever is earlier).

4.4 **Register of Members**

- a) The Company must maintain Registers in such form, for such time and in respect of such classes of Members as required by the Registered Clubs Act and the Corporations Act.
- b) A Member must promptly notify the Company of any change in the Member's details which are recorded in the Register.
- c) Whenever the Company, as the continuing club or parent club, completes an amalgamation in accordance with the Registered Clubs Act with another Registered Club as the dissolving club or the child club (**Amalgamating Club**), each person who is admitted in accordance with clauses 4.3(b) to 4.3(d) must for the purposes of section 17AC(2) of the Registered Clubs Act be identified in the Company's Register by a descriptor chosen by the Board that identifies them as a former member of the Amalgamating Club.
- d) Where a Member requests a copy of the Register and the Company provides the Member with a copy of that Register (if required by the Corporations Act), the Member acknowledges and agrees that the Company may disclose the Member's name as having been given a copy of the Register pursuant to a request, by publishing this on the Club's website and/or sending a notice to all full members.

4.5 **Annual Subscription Fee and other amounts payable**

The Directors may from time to time determine whether there will be an Annual Subscription Fee and any other fees or amounts payable by Members and, if so, the amount for each Member or class of Members and the terms and time of payment of those amounts. The Annual Subscription Fee must not be less than any minimum amount set out in the Registered Clubs Act.

The Directors or Secretary may notify Members of the date and manner for payment of the Annual Subscription Fee. Otherwise, each Member must pay any applicable Annual Subscription Fee in advance of 30 June in each year.

The Directors may waive the payment of all or any part of an Annual Subscription Fee and any other fee or amount for any individual Member or any class of Members.

4.6 **Limited liability**

A Member has no liability as a Member except as set out in this clause 4 and clause 21.1.

4.7 **Persons aged under 18**

Any person under the age of 18 is only eligible to be a Member of the Company if the purpose of the Membership is to enable them to take part in regular sporting activities organised by the Company or PNRL.

4.8 **Use of Company facilities and amenities by Members**

Subject to the Registered Clubs Act, the rights of Members to use the facilities and amenities of the Company are as the Board may determine from time to time, by By-law or otherwise.

In making this determination, the Board may have reference to the Company's responsible service of alcohol policy or responsible conduct of gambling policy (if such policies exist).

4.9 **Guests**

- (a) All Members will have the right to introduce guests to the premises of the Company. However, Temporary Members may only introduce (but not sign in) a guest who is under the age of 18 years and in relation to whom the Temporary Member is a responsible adult.
- (b) Any Member who introduces a guest is responsible for the conduct of the guest on the Company premises and each guest must not remain on the Company's premises for longer than the Member who introduced the guest.
- (c) Subject to the Registered Clubs Act, the Board may make By-laws from time to time regulating the terms and conditions on which guests may be admitted to the Company's premises.

4.10 **Directors may create and vary classes and class rights**

The Directors may, subject to this Constitution, the Corporations Act and the Registered Clubs Act:

- (a) prescribe, revoke and amend the criteria for Membership and any classes of Membership (but are not obliged to accept persons fulfilling those criteria as Members or Members of a class);
- (b) establish any new class of Members and define the rights, restrictions and obligations of Members in that class; and
- (c) vary or cancel the rights, restrictions and obligations of Members in any new or existing class, if:
 - (i) at least 75% of the Members of that class give their written consent; or
 - (ii) a special resolution to that effect is passed by those Members.

The clauses applicable to general meetings or ballots apply to a class of Members approving a variation or cancellation under this clause 4.10(c) so far as they are capable of application and with any necessary changes.

4.11 **No transfer of Membership**

A Member may not sell, transfer or dispose of their interests in the Company to another Member or to a third party. This clause does not prevent a Member of one class of Member becoming a Member of another class of Member in accordance with the provisions of this Constitution.

4.12 **Ceasing to be a Member**

A person ceases to be a Member on:

- (a) resignation pursuant to clause 4.13;
- (b) the termination of the person's Membership by the Directors in accordance with this Constitution;
- (c) death;

- (d) becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally; or
- (e) becoming of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health.

4.13 **Resignation**

A Member may by written notice to the Company resign from Membership with immediate effect or with effect from a specified date occurring not more than six months after the service of the notice.

4.14 **Unpaid fees**

A Member remains liable after ceasing to be a Member under clause 4.12 for all amounts payable by the Member to the Company at the date of cessation of Membership as well as the Annual Subscription Fee for that year of Membership, in addition to any sum for which the person is liable for under clause 21.1.

4.15 **Non-payment of fees**

If an Annual Subscription Fee or other fee or amount payable by a Member remains unpaid after it becomes due, the Member's Membership automatically terminates and the Member ceases to be a Member. The Directors may, but need not, reinstate a Member whose Membership is terminated if the Member pays all overdue Annual Subscription Fees and other fees or amounts payable.

4.16 **Disciplinary proceedings against a Member**

If a Member:

- (a) wilfully refuses or neglects to comply with the provisions of this Constitution, the By-laws, policies or other standards prescribed by the Directors;
- (b) acts in a manner which in the opinion of the Directors is prejudicial to the interests of the Company or PNRL;
- (c) engages in conduct that is unbecoming of a Member (including intoxication, possession or use of prohibited drugs, violence, verbal abuse or indecency);
- (d) owes amounts to the Company or PNRL either as a Member or as a debtor generally that are outstanding beyond the Company or PNRL's trading terms; or
- (e) engages in conduct in breach of, or that would render the Company liable to penalty under, the Liquor Act 2007 (NSW),

the Directors may by resolution impose the penalties of censure, suspension or termination of the person's Membership of the Company, provided that the following procedure is observed:

- (f) at least one week before the Directors meeting at which the resolution is to be considered, the Member must be given notice of the meeting setting out:
 - (i) what is alleged against the Member; and
 - (ii) the potential penalties that may be imposed if the Member is found to have engaged in the relevant conduct;

- (g) at the Directors meeting, and before voting on the resolution, the Member must be given an opportunity to give a written or verbal explanation as the Member thinks fit, is entitled to call witnesses in their defence and is entitled to make submissions as to the appropriate penalty; and
- (h) if a resolution for the termination of the person's Membership is passed in accordance with this clause, the person's Membership automatically terminates and the person ceases to be a Member.

Any decision of the Directors under this clause is final and binding on the Member. The Directors are not required to give reasons for a decision made under this clause.

The powers of the Directors in relation to the disciplinary proceedings above may be exercised by a disciplinary Committee appointed by the Board.

Where a notice is given under clause 4.16(f) the Board may suspend the Member from any or all privileges of Membership until the matter is heard or determined.

4.17 **Temporary suspension**

If a Member is engaging in conduct at the premises of the Company of the kind that in the opinion of the Secretary (or in their absence at the time of conduct, the most senior employee of the Company then present) is of a kind referred to in clause 4.16(a) to 4.16(e), the Secretary or employee (as relevant) can with immediate effect suspend that person's Membership and remove the person from the premises of the Company. That suspension will extend until resolution of the issue under clause 4.16 or six weeks, whichever is the earlier.

5. **REQUIREMENTS OF THE REGISTERED CLUBS ACT**

The provisions of this clause 5 apply so long as the Company is a Registered Club. The provisions set out in this clause 5 apply subject to the Registered Clubs Act and Corporations Act.

- (a) Subject to the provisions of sections 10(6) and 10(6A) of the Registered Clubs Act, a Member, whether or not the person is a Director, or a member of any Committee, is not entitled, under this Constitution or otherwise, to derive, directly or indirectly, any profit, benefit or advantage from the Company that is not offered equally to every Full Member of the Company.
- (b) Subject to the provisions of section 10(6) and 10(7) of the Registered Clubs Act, only the Company and its Members are to be entitled under the Constitution or otherwise to derive, directly or indirectly, any profit, benefit or advantage from the ownership or occupation of the premises of the Company unless the profit, benefit or advantage is in the form of:
 - (i) reasonable and proper interest paid to a lender on any loan made to the Company that is secured against the premises of the Company, or
 - (ii) reasonable and proper rent or occupation fees paid to the owner of the premises of the Company, being, in either case, a payment arising out of dealings reasonably carried out, or contracts reasonably made, with the Company in the ordinary course of its lawful business.
- (c) The Secretary, or an employee, or a Director, or a member of any Committee, of the Company, is not entitled, under the Constitution or otherwise to receive, directly or indirectly, any payment calculated by reference to the quantity of liquor purchased, supplied, sold or disposed of by the Company or the receipts of the Company for any

liquor supplied or disposed of by the Company or the keeping or operation of approved gaming machines of the Company.

- (d) An employee of the Company must not vote at:
 - (i) any general meeting or ballot of Members of the Company or of the Board or at any election of Directors, or hold office as a Director; and
 - (ii) any election of a governing body of another club or association if any member of that governing body would, as the result of that election, be entitled or qualified to be appointed (or be nominated for appointment) to the Board.
- (e) Any profits or other income of the Company must be applied only to the promotion of the Objects of the Company and must not be paid to or distributed among the Members of the Company.
- (f) The Company must not lend money to a Director unless an exemption under the Registered Clubs Act applies.
- (g) The Company must not lend money to an employee of the Company unless an exemption under the Registered Clubs Act applies.
- (h) The Company must not enter into any loan contract or management contract with any person unless it does so in accordance with the notice, reporting and other requirements in the Registered Clubs Act.
- (i) The Company must not accept or agree to accept a benefit or advantage offered by any person unless the Company does so in accordance with the Registered Clubs Act.
- (j) The Company must only dispose of Core Property in accordance with the Registered Clubs Act.
- (k) The Membership shall consist of or include not less than such number of Ordinary Members as is prescribed under the Registered Clubs Act.
- (l) Voting by proxy is not permitted:
 - (i) at any election of Directors;
 - (ii) at any meeting of the Board or of a Committee of the Company; or
 - (iii) at any general meeting.
- (m) The remuneration of any Top Executive must be approved by the Directors.

6. **GENERAL MEETINGS**

6.1 **Annual general meeting**

Annual general meetings of the Company are to be held in accordance with the Corporations Act.

6.2 **Convening a general meeting**

The Directors may convene and arrange to hold a general meeting of the Company whenever they think fit and must do so if required to do so under the Corporations Act and may arrange a ballot for any ordinary resolution or special resolution as provided for in clause 8.1.

6.3 **Members have power to convene general meeting**

- (a) The Board must call and arrange to hold a general meeting of the members on the request of members with at least 5% of the votes that may be cast at the general meeting, that satisfies the requirements of s 249D of the Corporations Act.
- (b) Where the Company receives a request from members made under clause 6.3(a) or sections 249D or 249N of the Corporations Act, the Board may at its absolute direction disclose the details of that request in full (including all signatories) including through a publication on the Company's website, when making members aware that the request has been received by the Company.

6.4 **Use of technology at general meetings**

The Company may hold a meeting of Voting Members at two or more venues using any technology that gives the Voting Members as a whole a reasonable opportunity to participate.

6.5 **Notice of general meeting**

Notice of a general meeting must be given to Full Members in accordance with clause 17 and the Corporations Act.

6.6 **Calculation of period of notice**

In computing the period of notice for a general meeting, both the day on which the last notice to Full Members is given or taken to be given and the day of the meeting convened by it are to be disregarded.

6.7 **Cancellation or postponement of general meeting**

- (a) Where a general meeting (including an annual general meeting) is convened by the Directors, they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them or change the place for the meeting. This clause does not apply to a meeting convened in accordance with the Corporations Act by Members, by the Directors on the request of Members, or to a meeting convened by a court.
- (b) Written notice of cancellation or postponement or change of place of a general meeting must state the reason for cancellation or postponement and be given to all persons entitled to receive notices of general meetings from the Company. A notice of a change of place of a general meeting must specify the different place for the holding of the meeting.
- (c) A notice of postponement of the holding of a general meeting must specify:
 - (i) the postponed date and time for the holding of the meeting;
 - (ii) a place for the holding of the meeting, which may be either the same as or different from the place specified in the notice convening the meeting; and
 - (iii) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.
- (d) The number of clear days from the giving of a notice postponing the holding of a general meeting to the date specified in that notice for the holding of the postponed meeting must not be less than the number of clear days' notice of the general meeting required to be given by this Constitution or the Corporations Act.

- (e) The only business that may be transacted at a postponed general meeting is the business specified in the original notice convening the meeting.

6.8 Non-receipt of or defective notice

- (a) The non-receipt of notice of a general meeting or ballot or cancellation or postponement of a general meeting or ballot by, or the accidental omission to give notice of a general meeting or ballot or cancellation or postponement of a general meeting or ballot to, a person entitled to receive notice does not invalidate any resolution.
- (b) A person who attends a general meeting waives any objection the person may have to:
 - (i) any failure to give notice, or the giving of a defective notice, of the meeting unless at the start of the meeting the person objects to the holding of the meeting; and
 - (ii) the consideration of a particular matter which is not within the business referred to in the notice of meeting, unless the person objects to the consideration of the matter when first presented.

6.9 Director entitled to notice of meeting

A Director is entitled to receive notice of and to attend all general meetings and all separate meetings of any class of Members of the Company and is entitled to speak at those meetings.

7. PROCEEDINGS AT GENERAL MEETINGS

7.1 Number for a quorum

Subject to clause 7.3, the quorum requirements at a general meeting of the Company and the minimum response requirement for a ballot to be effective to pass a resolution are as follows:

- (a) for a general meeting which is called on the request of Members in accordance with clause 6.3, 100 Voting Members of the Company who are present and entitled to vote; and
- (b) for a general meeting which is not called on the request of Members in accordance with clause 6.3 and for an annual general meeting, not less than 50 Voting Members of the Company who are present and entitled to vote.

7.2 Requirement for a quorum

An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the time the first item of business is transacted, it is taken to be present when the meeting proceeds to consider each subsequent item of business unless the chairman of the meeting (on the chairman's own motion or at the request of a Voting Member who is present) declares otherwise.

7.3 If quorum not present

If within 15 minutes after the time appointed for a general meeting a quorum is not present, the meeting:

- (a) if convened at the request of Members, is dissolved; and

- (b) in any other case, stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice to the Full Members and others entitled to notice of the meeting.

7.4 **Adjourned meeting**

At a meeting adjourned under clause 7.3(b), 50 persons each being a Voting Member present at the meeting are a quorum. If a quorum is not present within 15 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

7.5 **Appointment of chairman of general meeting**

If the Directors have elected one of their number as President, that person is entitled to preside as chairman at a general meeting of the Company.

7.6 **President absent or unable or unwilling to act**

If a general meeting is held and:

- (a) a President has not been elected by the Directors; or
- (b) the elected President is not present within 15 minutes after the time appointed for the holding of the meeting, or is unable or unwilling to act for all or part of the meeting,

the following may preside as chairman for all or the relevant part of the meeting (in order of precedence):

- (c) a Director chosen by a majority of the Directors present;
- (d) the only Director present; or
- (e) a Voting Member chosen by a majority of the Voting Members present in person.

If the President withdraws during part of the proceedings, the nominated person acts as chairman for those proceedings, then withdraws and the President resumes as chairman of the meeting.

7.7 **Conduct of general meetings**

The chairman of a general meeting (including any person acting with the authority of the chairman):

- (a) has charge of the general conduct of the meeting and the procedures to be adopted in relation to or at the meeting;
- (b) may require any person wishing to attend the meeting to comply with searches, restrictions or other security arrangements considered appropriate;
- (c) may refuse entry to, or require security measures be taken in respect of any person who does not comply with security arrangements, or who possesses a recording or broadcasting device without consent, or a clause considered to be dangerous, offensive or liable to cause disruption, or who was not entitled to notice of the meeting;
- (d) if there is insufficient room at the meeting venue, may arrange another or a second venue (without giving notice or putting the matter to a vote);

- (e) may require the adoption of any procedure which is in the chairman's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting;
- (f) may determine that a vote be disregarded and treated as not having been cast (without requiring that the matter be put to a vote), if a person purports to cast a vote at or for the purposes of a general meeting in contravention of the Corporations Act, the Registered Clubs Act or this Constitution;
- (g) subject to the Corporations Act, may refuse to allow:
 - (i) any amendment to be moved to a resolution set out in the notice of that meeting;
 - (ii) any business to be transacted unless the general nature of the business is stated in the notice calling the meeting;
- (h) may withdraw from consideration by the meeting any resolution that is set out in the notice of that meeting (other than those requisitioned by Members or required by law); and
- (i) subject to the Corporations Act, may terminate discussion or debate on any matter whenever the chairman considers it necessary or desirable for the proper conduct of the meeting,

A decision by the chairman under this clause 7.7 (including any person acting with the chairman's authority) is final.

7.8 Adjournment of general meeting

- (a) The chairman of a general meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and place, but:
 - (i) in exercising the discretion to do so, the chairman may, but need not, seek the approval of the Voting Members present in person; and
 - (ii) only unfinished business is to be transacted at a meeting resumed after an adjournment.

Unless required by the chairman, a vote may not be taken or demanded by the Voting Members present in person.

- (b) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

7.9 Questions decided by majority

Subject to the requirements of the Corporations Act, an ordinary resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

7.10 No casting vote for the chairman

If there is an equality of votes in a ballot the chairman is not entitled to a casting vote in addition to any votes to which the chairman is entitled as a Member.

7.11 **Objection to voting qualification**

An objection to the right of a person to attend a meeting or vote on a resolution:

- (a) may not be raised except at that meeting or adjourned meeting; and
- (b) must be referred to the chairman of the relevant meeting, whose decision is final.

A vote not disallowed under the objection is valid for all purposes.

7.12 **Suspension**

In addition to any other rights of the Company, if a Voting Member is then suspended, the Voting Member has no right to be present at a meeting, be counted among the quorum for, or vote on a resolution at a general meeting by ballot of the Company.

7.13 **Other voting requirements**

Where a resolution for the election of the Directors is being considered, the number of Voting Members must comprise not less than 25% (or such other percentage prescribed by the Registered Clubs Act) of the Full Members of the Company.

7.14 **Direct voting**

The Directors may determine that a Voting Member is entitled to a direct vote in respect of a resolution. A "direct vote" includes a vote delivered to the Company by post or electronic means approved by Directors. The Directors may prescribe rules to govern direct voting including specifications as to the form, method and timing of giving the direct vote in order for the vote to be valid, and the treatment of direct votes.

7.15 **Voting on show of hands**

Subject to any rules prescribed by the Directors pursuant to clause 7.14 at any general meeting a resolution put to the vote of the meeting must be decided on a show of hands, unless:

- (a) the chairman decides that a poll will be held without a show of hands; or
- (b) a poll is effectively demanded and the demand is not withdrawn.

A declaration by the chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes or proceedings of the Company, is conclusive evidence of the fact. Neither the chairman nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded in favour of or against the resolution.

7.16 **Poll**

If a poll is effectively demanded:

- (a) each Member present in person and entitled to vote has one vote;
- (b) it must be taken in the manner and at the date and time directed by the chairman and the result of the poll is a resolution of the meeting at which the poll was demanded;
- (c) on the election of a chairman or on a question of adjournment, it must be taken immediately;

- (d) the demand may be withdrawn;
- (e) the demand does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded; and
- (f) the result of the poll may be announced in the manner and at the time (whether during the relevant meeting or afterwards) that the chairman considers appropriate.

7.17 **Entitlement to vote**

Subject to this Constitution, the Corporations Act, the Registered Clubs Act and any rules prescribed by the Directors under clause 7.14:

- (a) on a show of hands, each Voting Member has one vote; and
- (b) on a poll, each Voting Member has one vote.

8. **BALLOTS**

8.1 **Use of ballots**

- (a) Any resolution to appoint a Director must be determined by ballot.
- (b) If so determined by the Board, any other resolution to be put to Voting Members concerning the Company is to be determined by ballot unless the Corporations Act requires the resolution to be decided by vote at a general meeting.
- (c) For the avoidance of doubt, a ballot can be used to consider a special resolution.

8.2 **Method**

- (a) A ballot is to be conducted using such method, in such form and returnable in such manner, as the Board may determine.
- (b) Subject to the Constitution, the Corporations Act, the Registered Clubs Act and any rules prescribed by the Directors under clause 7.14, each Voting Member is entitled to one vote on a ballot.
- (c) The Board is to specify a record date for determining the Voting Members on the Register entitled to vote in the ballot.
- (d) The Board may specify direct voting methods for the ballot as contemplated by clause 7.14.

8.3 **Returning officer**

The Board is to appoint a returning officer to conduct the ballot or, in default of such appointment, the Secretary is the returning officer.

8.4 **Conduct of ballot**

- (a) At least 21 days prior to the closing date of a ballot the returning officer is to send ballot papers (in the form and with such content and in such manner as the Board may approve) to all Voting Members giving:
 - (i) particulars of the proposed resolutions in relation to which the postal ballot is being conducted;

- (ii) an explanation of how to lodge a valid vote and the majority required to pass the vote; and
 - (iii) notice of the closing date and closing time of the ballot.
- (b) The returning officer shall receive, validate and count the votes and advise the Board of:
 - (i) the number of formal votes cast in favour of each resolution;
 - (ii) the number of formal votes cast against each resolution; and
 - (iii) the number of informal votes cast.
- (c) The minimum response criteria set out in clause 7.1 must be received.
- (d) Subject to the requirements of the Corporations Act, an ordinary resolution is taken to be carried on a ballot if a simple majority of the votes cast on the resolution are in favour of it.

8.5 **Results of ballot**

A determination by the returning officer of the result of the ballot in respect of each proposed resolution included in the ballot is final.

9. **DIRECTORS**

9.1 **Number and composition of Directors**

- (a) Unless otherwise determined by the Company by ordinary resolution, the number of Directors must be seven and must, in any event, not be less than three (3).
- (b) At all times, at least five Directors must have been Full Members for at least three consecutive years. Where a person nominates for appointment as a Director and has not been a Full Member for three consecutive years that person can only be appointed as a Director if following the election of Directors at which the person is elected there will be five Directors who have been Full Members for at least three consecutive years. This requirement will be achieved by the ballot for the election of Directors being conducted so that a person who has not been a Full Member for three consecutive years who might otherwise qualify for appointment based on the results of the ballot being disqualified from being eligible for appointment if their appointment would otherwise result in five Directors not having been Full Members for at least three consecutive years and, in this event, the results of the ballot as it applies to other candidates standing for election will be affected accordingly. Any casual vacancy appointment by the Directors must also satisfy this requirement.
- (c) Once appointed, all Directors must comply with the Directors Handbook.

9.2 **Nomination procedure**

- (a) Nominations for election as a Director must be made in writing and signed by two Full Members and by the nominee who must consent to act as a Director if elected.
- (b) The Board will determine the closing date for the receipt of nominations in each year or for each Director election.

9.3 **Eligibility for election as Director**

To be eligible to be appointed as a Director a person must:

- (a) be a person of at least 18 years of age who ordinarily resides in Australia;
- (b) be a Full Member;
- (c) have not, at any time, been disqualified from managing a corporation or been found liable for, or admitted to, an offence involving corporate or financial misconduct (which has not been the subject of a successful appeal), with confirmation of that fact through a search of the public databases of ASIC;
- (d) have not, in the 15 year period prior to the closing date for receipt of nominations, been convicted of a criminal offence (other than an offence that cannot give rise to a custodial sentence) (and which has not been the subject of a successful appeal), with confirmation of that fact:
 - (i) if the proposed Director is or has in the past 15 years been a resident of Australia, through a national criminal history check which is not more than 12 months old, from the Australian Federal Police, a State or Territory police service or a broker accredited by CrimTrac; and
 - (ii) if the proposed Director is or has in the past 15 years been a resident of a country other than Australia, either:
 - (A) through an equivalent national criminal history check to that described in clause 9.3(d)(i) above for each country in which the proposed Director has resided over the past 15 years (in English or together with a certified English translation) which is not more than 12 months old; or
 - (B) if such a check is not available in any such country, a statutory declaration from the director confirming that fact and that he or she has not been convicted in that country of a criminal offence (other than an offence that cannot give rise to a custodial sentence) (and which has not been the subject of a successful appeal);
- (e) have not at any time been bankrupt, with confirmation of that fact:
 - (i) if the proposed Director is or has at any time been a resident of Australia, through a search of the Insolvency Trustee Services Australia National Personal Insolvency Index which is not more than 12 months old; and
 - (ii) if the proposed Director is or has at any time been a resident of a country other than Australia, either:
 - (A) through an equivalent national bankruptcy check to that described in clause 9.3(e)(i) above for each country in which the proposed Director has resided at any time (in English or together with a certified English translation) which is not more than 12 months old; or
 - (B) if such a check is not available in any such country, a statutory declaration from the director confirming that fact and that he or she has not been declared a bankrupt or been an insolvent under administration in that country;
- (f) have not at any time (including prior to the adoption of this paragraph (f)) had any administrative body or authority created by statute or regulation, including ILGA or OLG, or any court or tribunal (including NSW Civil and Administrative Tribunal) pursuant to any statute or regulation, including the Registered Clubs Act:

- (i) make a written finding, determination or declaration that the person is not a fit and proper person to be or act as a member of the governing body of a registered club or of any corporation or incorporated body; or
- (ii) make a written finding, determination or declaration that the person is not a fit and proper person to be or act as the secretary of a registered club or of any corporation or incorporated body; or
- (iii) remove the person from office as the secretary or member of the governing body of a registered club or of any corporation or incorporated body; or
- (iv) make a written finding, determination or declaration that the person is ineligible to stand for election to or be appointed to or hold office in the position of secretary or member of the governing body or both of those positions of a registered club or of any corporation or incorporated body (even if the period of ineligibility in the declaration has expired); or
- (v) make any other written adverse finding, determination or declaration about the person, which recommends against that person standing for election to or being appointed to or holding office in the position of secretary or member of the governing body or both of those positions of a registered club or of any corporation or incorporated body,

and which in each case has not been the subject of a successful appeal;

- (fa) have not at any time (including prior to the adoption of this paragraph (fa)) been convicted of an offence under any of the Registered Clubs Act, the *Liquor Act 2007* (NSW), the *Gaming Machines Act 2001* (NSW) or the *Gaming and Liquor Administration Act 2007* (NSW), and which has not been the subject of a successful appeal.
- (g) provide the Company with a signed statutory declaration containing the declarations specified in the Directors Handbook;
- (h) not have dealings with the Company or PNRL that would cause the person not to be considered eligible as set out in the Directors Handbook;
- (i) have agreed to the electioneering requirements concerning appointment as a Director set out in the Directors Handbook and have not breached those requirements prior to appointment as a Director;
- (j) have ceased permanent employment with the Company or PNRL at least five years prior to their appointment as a Director if previously a permanent employee of the Company or PNRL;
- (k) not be a current employee of the Company or PNRL; and
- (l) not be a former employee of the Company or PNRL where a court or other administrative body has determined that the employee engaged in misconduct.

9.4 **First Board**

Not used.

9.5 **Appointment of Directors**

- (a) Subject to clause 9.1(b), if the number of persons eligible to be appointed as Directors in an election of Directors equals or is less than the vacancies to be filled

those persons will be appointed as Directors from the time of the annual general meeting (or other meeting or ballot) at which the vacancies arise.

- (b) Subject to clause 9.1(b), if the number of persons eligible to be appointed as a Director are greater than the vacancies to be filled in an election of Directors the persons receiving the greatest number of votes in the relevant ballot for the election of Directors will be appointed as Directors from the time of the annual general meeting (or other meeting or ballot) at which the vacancies arise (and in the case of an equality of votes as selected by lot from those candidates having an equal number of votes).
- (c) For the avoidance of doubt, a person must receive a simple majority of votes cast in favour of their appointment as required by clause 8.4(d) to be appointed as a Director in accordance with this clause.

9.6 **Retirement or Rotation of Directors**

- (a) Subject to this Constitution, Directors shall be elected for a term of three years and shall hold office until the date of the annual general meeting in the year of their retirement. A retiring Director holds office until the conclusion of the meeting at which that Director retires.
- (b) Retiring Directors are eligible for re-appointment as Directors, subject to clause 9.6(c).
- (c) The maximum period a Director may hold office is 12 years in total ("**Maximum Tenure**"). If a Director's term would exceed 12 years in total during their three year term if re-appointed, they will not be eligible for re-appointment.
- (d) The retirement cycle ("**Retirement Cycle**") for Directors is for one third of Directors to retire each year over the three year cycle as follows:
 - (i) Year 1: Two Directors must retire;
 - (ii) Year 2: Two Directors must retire; and
 - (iii) Year 3: Three Directors must retire.
- (e) The first Retirement Cycle for Directors will commence on the date of the Company's annual general meeting in 2021.
- (f) When a new Director is appointed to replace a retiring Director that new Director will take the place of the retiring Director for purposes of determining the date of retirement in accordance with the Retirement Cycle. Where two or more new Directors are appointed to replace two or more retiring Directors who retire in different years of the Retirement Cycle, the allocation of those Directors for purposes of determining the date of retirement in accordance with the Retirement Cycle will be determined by lot.

9.7 **Casual vacancy**

- (a) Subject to clause 9.1(b), the Directors may at any time appoint any person to be a Director (who for the avoidance of doubt, must be eligible to be appointed a Director) to fill a casual vacancy created by a Director retiring or otherwise ceasing to be a Director before the end of that Director's term of office.
- (b) A Director appointed under clause 9.7(a) holds office until the conclusion of the next annual general meeting of the Company but is eligible for election at that meeting.

- (c) The vacancy caused at an annual general meeting by a Director ceasing to hold office under clause 9.7(b) shall be filled by election at that general meeting and the person elected shall, unless otherwise disqualified, hold office for the residue of the term of the office of the Director who created the casual vacancy filled under clause 9.7(a).
- (d) For the avoidance of doubt:
 - (i) If a person appointed to fill a casual vacancy retires or otherwise ceases to be a Director before the conclusion of the next annual general meeting and another person is appointed to fill the casual vacancy, clause 9.7(b) shall apply to that other person, and clause 9.7(c) shall apply to the person elected to fill the vacancy who shall, unless otherwise disqualified, hold office for the residue of the term of the office of the Director who had been elected by the Members and who created the initial casual vacancy filled under clause 9.7(a) and
 - (ii) If the term of office of the Director who created the casual vacancy filled under clause 9.7(a), or who created the initial casual vacancy in the circumstances described in clause 9.7(d)(i), would have ended at the annual general meeting at which the person described in clause 9.7(c) was elected, the person elected shall hold office for the term that Director would have served if that Director had been re-elected at that annual general meeting.

9.8 **Performance review**

The performance of the Directors will be subject to an annual review in accordance with the criteria in the Directors Handbook.

9.9 **Director breach**

- (a) If the Directors form the view that a Director has committed a material breach of that Director's obligations under the Directors Handbook or this Constitution they may retain an Independent Expert to review the conduct of that Director.
- (b) The Independent Expert will be identified and appointed by the Directors with expertise considered by the Directors relevant to the issues to be considered.
- (c) The Independent Expert will be instructed to make a finding as to whether or not the Director has committed a material breach of that Director's obligations under the Directors Handbook or this Constitution.
- (d) A Director who is the subject of review under this clause may not participate in or vote at any meeting of Directors called to consider the issues the subject of this clause.
- (e) A Director subject to review under this clause is entitled to make representations to the Independent Expert, as determined by the Independent Expert, in relation to the conduct being investigated by the Independent Expert.
- (f) A decision of the Independent Expert will be final and binding on the Director the subject of review under this clause.

9.10 **Remuneration for services as a Director**

A Director must not be paid any remuneration for services as a Director unless the remuneration of the Directors has been approved by an ordinary resolution of Members by ballot at the annual general meeting of the Company, in which case such remuneration will

accrue daily and will be paid to that Director up to the date of the next annual general meeting.

9.11 Reimbursement of expenses

A Director is entitled to be reimbursed out of the funds of the Company such reasonable travelling, accommodation and other expenses as the Director may incur when travelling to or from meetings of the Directors or a Committee or when otherwise engaged on the business of the Company.

9.12 Contracts with Directors and Top Executives

Unless otherwise exempted under the Registered Clubs Act and subject to the Directors Handbook, the Company must not enter into a contract with:

- (a) a Director or a Top Executive; or
- (b) a company or other body in which a Director or Top Executive has a pecuniary interest,

unless the proposed contract is first approved by the Board.

9.13 Director's interests

Subject to complying with the Corporations Act regarding disclosure of and voting on matters involving material personal interests, the provisions of the Registered Clubs Act and the requirements of the Directors Handbook, a Director may:

- (a) hold any office or place of profit in the Company, except that of auditor;
- (b) hold any office or place of profit in any other company, body corporate, trust or entity promoted by the Company or in which it has an interest of any kind;
- (c) subject to clause 9.12, enter into any contract or arrangement with the Company;
- (d) participate in any association, institution, fund, trust or scheme for past or present employees of the Company or Directors or persons dependent on or connected with them;
- (e) act in a professional capacity (or be a member of a firm, or an officer or employee of a body corporate, which acts in a professional capacity) for the Company, except as auditor;
- (f) participate in, vote on and be counted in a quorum for any meeting, resolution or decision of the Directors and may be present at any meeting where any matter is being considered by the Directors;
- (g) sign or participate in the execution of a document by or on behalf of the Company;
- (h) do any of the above despite the fiduciary relationship of the Director's office:
 - (i) without any liability to account to the Company for any direct or indirect benefit accruing to the Director; and
 - (ii) without affecting the validity of any contract or arrangement;
- (i) exercise the voting power conferred by securities in any entity held by the Company, in accordance with the terms of their appointment, even in circumstances where a Director may be interested in the exercise (such as a resolution appointing a Director

as an officer of the entity or providing for the payment of remuneration to officers of the entity); and

- (j) act as a nominee or representative of a Member of the Company.

A reference to the Company in this clause 9.13 is also a reference to each related body corporate of the Company.

9.14 **Vacation of office of Director**

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:

- (a) 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;
- (b) resigns from office by notice in writing to the Company;
- (c) dies;
- (d) ceases to meet any Eligibility Criteria referred to in clause 9.3;
- (e) is not present at meetings of the Directors for a continuous period of four months without leave of absence from the Directors;
- (f) has had an Independent Expert make a finding that the Director has committed a material breach of that Director's obligations under the Directors Handbook or the Constitution as provided for in clause 9.9; or
- (g) is removed from office by resolution under section 203D of the Corporations Act.

10. **POWERS AND DUTIES OF DIRECTORS**

10.1 **Directors to manage the Company**

- (a) The Directors are responsible for overseeing the proper management of the business of the Company. They may exercise all the powers of the Company as are not by the Corporations Act, the Registered Clubs Act or by this Constitution, required to be exercised by the Company in general meeting or through a ballot of Voting Members.
- (b) No individual Director may exercise executive or management functions concerning the business of the Company without the specific approval of the Directors.

10.2 **Specific powers of Directors**

Without limiting the generality of clause 10.1, the Directors may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

10.3 **Appointment of attorney**

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

10.4 **Provisions in power of attorney**

A power of attorney granted under clause 10.3 may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions vested in the attorney.

10.5 **Signing of receipts and negotiable instruments**

The Directors may determine the manner in which cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable instruments, and receipts for money paid to the Company, may be signed, drawn, accepted, endorsed or otherwise executed.

10.6 **Committees**

- (a) The Directors must establish and maintain, at a minimum, the following Committees:
 - (i) Audit Committee; and
 - (ii) Risk and Compliance Committee, which will be formed and governed by their respective charters.
- (b) In addition to the Committees listed under clause 10.6(a), the Directors may delegate any of their powers, other than powers required by law to be dealt with by Directors as a board, to another Committee or Committees consisting of one or more of their number as they think fit, including any committees required for legislative reasons or deemed suitable by the Board, or for the purposes of clause 4.16.
- (c) The charter of a Committee may only be amended if the amendment is proposed by the Committee and approved by the Directors.
- (d) A Committee may meet and adjourn as it thinks proper.
- (e) Questions arising at a meeting of a Committee are to be determined by a majority of votes of the members of the Committee present and voting.
- (f) If there are an equal number of votes for and against a question, the chairman of a Committee has a casting vote, unless only two members of the Committee are present and entitled to vote on the question.

10.7 **[not used]**

10.8 **Audit Committee**

- (a) The Audit Committee is to comprise not less than three members appointed by the Board.
- (b) The chairman of the Audit Committee must have accounting or audit qualifications. The chairman of the Audit Committee may not be the President of the Board except in circumstances where that is required on an interim basis to satisfy the qualification requirement of this clause 10.8.
- (c) All members of the Audit Committee must in the opinion of the Board be financially literate.

- (d) Members of the Audit Committee will be appointed for one year terms. A member will be eligible for reappointment on retirement.
- (e) The quorum for a meeting of the Audit Committee is two members.

10.9 **Risk and Compliance Committee**

- (a) The Risk and Compliance Committee is to comprise not less than three members appointed by the Board.
- (b) The chairman of the Risk and Compliance Committee may not be the President of the Board.
- (c) The Risk and Compliance Committee can draw upon expertise and advice from persons who are not Directors.
- (d) Members of the Risk and Compliance Committee will be appointed for one year terms. A member will be eligible for reappointment on retirement.
- (e) The quorum for a meeting of the Risk and Compliance Committee is two members.

10.10 **Powers of delegation**

The Directors may delegate any of their powers to any persons they select for any period, to be exercised for any objects and purposes on any terms and subject to any conditions and restrictions as they think fit, and may revoke, withdraw, alter or vary the delegation of any of those powers.

The powers of delegation expressly or impliedly conferred by this Constitution on the Directors are conferred in substitution for, and to the exclusion of, the power conferred by section 198D of the Corporations Act.

11. **PROCEEDINGS OF DIRECTORS**

11.1 **Directors' meetings**

The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit. Such meetings are to be held at least once each month and minutes of all proceedings and resolutions of such meetings are to be kept and entered in a book provided for such purpose.

11.2 **Director may convene a meeting**

A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors on not less than seven days' notice (unless all Directors consent to shorter notice).

11.3 **Use of technology for Directors' meetings**

A Directors' meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting.

11.4 **Questions decided by majority**

A question arising at a meeting of Directors is to be decided by a majority of votes of Directors present and entitled to vote and that decision is for all purposes a decision of the Directors.

11.5 **President**

The Directors may elect one of their number as President, with such member to also be the chairman of their meetings and may also determine the period for which the person remains as President.

Unless otherwise approved by a unanimous resolution of the Board, the President may not be a director of PNRL nominated by the Company.

11.6 **President's casting vote at Directors' meetings**

If there are an equal number of votes for and against a question, the President has a casting vote, unless only two Directors are present and entitled to vote on the question.

11.7 **Quorum for Directors' meeting**

At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is four Directors, unless otherwise determined by the Directors.

11.8 **Continuing Directors may act**

The continuing Directors may act despite a vacancy in their number. If their number is reduced below four (4), the continuing Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that number and with a view to making appointments to satisfy the number of Directors required by clause 9.1 as soon as practicable.

11.9 **Circulating resolutions**

- (a) The Directors may pass a resolution without a Directors' meeting being held if all but one of the Directors entitled to vote on the resolution have consented to the resolution in accordance with this clause 11.9. The resolution is passed when the last participating Director consents to the resolution in accordance with this clause 11.9. The resolution is not invalidated if it is consented to by a Director who is not entitled to vote.
- (b) A Director may consent to a resolution by signing a document that sets out the terms of the resolution and contains a statement to the effect that the Director is in favour of the resolution.
- (c) Alternatively, a Director may consent to a resolution by giving the Company a written notice (including by electronic means) addressed to and received by the Secretary or the President:
 - (i) that signifies the Director's assent to the resolution;
 - (ii) that sets out the terms of the resolution or identifies those terms; and
 - (iii) if the Director has notified the Company in writing of a specified means by which his or her consent must be authenticated (including by providing particular personal information or an allocated code), that authenticates the Director's consent by those specified means.
- (d) Any document referred to in this clause 11.9 may be in the form of an electronic notification. Separate copies of a document (including in electronic form) may be signed by the Directors if the wording of the resolution and statement is identical in each copy.

- (e) This clause 11.9 applies to resolutions of Committees as if the references to Directors were references to Committee members.

11.10 **Validity of acts of Directors**

All acts done at a meeting of the Directors or of a Committee, or by a person acting as a Director are, even if it is afterwards discovered that:

- (a) there was a defect in the appointment or continuance in office of a person as a Director or of the person so acting; or
- (b) a person acting as a Director was disqualified or was not entitled to vote,

as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote.

12. **CHIEF EXECUTIVE OFFICER**

- (a) The Directors may:

- (i) appoint a Chief Executive Officer, who will also be the Company Secretary as required by the Registered Clubs Act, for any period;
- (ii) delegate to the Chief Executive Officer any of the powers conferred on the Directors; and
- (iii) withdraw or vary any of those powers,

on any terms and conditions and with any restrictions as they think fit. The remuneration of the Chief Executive Officer must be approved by Directors and may be by way of salary drawn from the Company.

- (b) Subject to the terms of any employment contract between the Company and the Chief Executive Officer, the Directors may at any time remove or dismiss the Chief Executive Officer from employment with the Company, in which event any appointment of the Chief Executive Officer as a Company Secretary or Director will automatically cease.

13. **SECRETARY**

13.1 **Appointment of Secretary**

- (a) So long as the Company is a Registered Club, the Board must appoint one but not more than one Secretary who is the Chief Executive Officer of the Company.
- (b) So long as the Company is a Registered Club, a Secretary must have applied to, and obtained the approval of, the ILGA to become Company Secretary of the Company.

13.2 **Secretary powers**

So long as the Company is a Registered Club, the Secretary shall have the power to carry out such investigations and inquiries as provided for in the Registered Clubs Act.

14. **SEALS**

14.1 **Safe custody of common seals**

The Directors must provide for the safe custody of any seal of the Company.

14.2 **Use of common seal**

If the Company has a common seal or duplicate common seal:

- (a) it may be used only by the authority of the Directors, or of a Committee authorised by the Directors to authorise its use; and
- (b) every document to which it is affixed must be signed by a Director and be countersigned by another Director, a Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.

15. **FINANCIAL STATEMENTS**

- (a) The Company must prepare financial statements with respect to the financial affairs of the Company as required by and in accordance with the Registered Clubs Act and the Corporations Act.
- (b) The Company must make its financial statements available to any Member of the Company and provide them to any Member of the Company or any other persons in accordance with the Registered Clubs Act.

16. **INSPECTION OF RECORDS**

16.1 **Certain information to be recorded**

The Company must keep a record of any information in accordance with the requirements of the Corporations Act and the Registered Clubs Act.

16.2 **Inspection by Members**

Subject to the Corporations Act and the Registered Clubs Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the records (including accounting records) and other documents of the Company or any of them will be open to the inspection of Members (other than Directors).

16.3 **Right of a Member or other person to inspect**

Subject to the Corporations Act and the Registered Clubs Act, a Member or other person (other than a Director) does not have the right to inspect any document of the Company except as authorised by the Directors or by the Company in general meeting.

17. **SERVICE OF DOCUMENTS**

17.1 **Document includes notice**

In this clause 17, a reference to a document includes a notice and a notification by electronic means.

17.2 **Form of document**

Unless expressly stated otherwise in this Constitution, all notices, certificates, statements, demands, appointments, directions and other documents referred to in this Constitution must be in writing.

17.3 **Methods of service**

The Company may give a document to a Member:

- (a) personally;
- (b) by delivering it or sending it by post to the address for the Member in the Register or an alternative address nominated by the Member;
- (c) by sending it to an electronic address nominated by the Member;
- (d) by notifying the Member by an electronic means nominated by the Member that:
 - (i) the document is available; and
 - (ii) how the Member may use the nominated access means to access the document; or
- (e) by any other means permitted by law

17.4 **Post**

A document sent by post:

- (a) if sent to an address in Australia, may be sent by ordinary post; and
- (b) if sent to an address outside Australia, must be sent by airmail, and in either case is taken to have been received on the day after the date of its posting.

17.5 **Electronic means**

A document sent or given by electronic means:

- (a) is taken to be effected by properly addressing and transmitting the electronic transmission; and
- (b) is taken to have been given and received on the day after the date of its transmission.

17.6 **Deemed notice to uncontactable Members**

If a Member does not have an address in the Register, or has not nominated an alternative address in accordance with clause 17.3, or if the Company reasonably believes that a Member is not known at the Member's address in the Register or any alternative address provided, a document is taken to be given to the Member if the document is exhibited in the Registered Office for 48 hours. The document is taken to be served at the start of that period. It need not be addressed to the Member.

17.7 **Evidence of service**

A certificate signed by a Director or a Secretary stating that a document was sent, delivered or given to a Member personally by post or electronic means on a particular date is evidence that the document was sent, delivered or given on that date and by that means.

18. **INDEMNITY AND INSURANCE AFTER 19 JULY 2016**

18.1 **Indemnity**

To the maximum extent permitted by law, the Company will indemnify any current or former Director or Secretary who is appointed after 19 July 2016 out of the property of the Company against:

- (a) any liability incurred by the person in that capacity (except a liability for legal costs);

- (b) legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity; and
- (c) legal costs incurred in good faith in obtaining legal advice on issues relevant to the performance of their functions and discharge of their duties as an officer of the Company or a subsidiary, if that expenditure has been approved in accordance with the Company's policy,

except to the extent that:

- (d) the Company is forbidden by law to indemnify the person against the liability or legal costs; or
- (e) an indemnity by the Company of the person against the liability or legal costs, if given, would be made void by law.

It is not necessary for a Director or Secretary to incur expense or make payment before enforcing a right of indemnity against the Company.

18.2 **Insurance**

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary after 19 July 2016 against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Company is forbidden by law to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by law.

18.3 **Contract**

The Company may enter into an agreement with a person referred to in clauses 18.1 and 18.2 with respect to the matters covered by those clauses. An agreement entered into pursuant to this clause may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.

19. **INDEMNITY AND INSURANCE PRIOR TO 19 JULY 2016**

19.1 **Indemnity**

- (a) Every person who is or was an officer of the Company on or prior to 19 July 2016 may if the Board so determines be indemnified, to the maximum extent permitted by law, out of the property of the Company against any liability (other than a liability for legal costs) to another person incurred as such an officer except in relation to:
 - (i) a liability owed to the Company or a related body corporate; or
 - (ii) a liability for a pecuniary penalty order under section 1317G of the Corporations Act or a compensation order under section 1317H of the Corporations Act; or
 - (iii) a liability that is owed to someone other than the Company or a related body corporate and did not arise out of conduct in good faith.
- (b) Every person who is or was an officer of the Company may if the Board so determines be indemnified, to the maximum extent permitted by law, out of the property of the Company against any legal costs incurred as such an officer except:

- (i) in defending or resisting proceedings in which the person is found to have a liability for which the person could not be indemnified under section 199A(3) of the Corporations Act; or
- (ii) in defending or resisting criminal proceedings in which the person is found guilty; or
- (iii) in defending or resisting proceedings brought by the Australian Securities and Investments Commission or a liquidator for a court order if the grounds for making the order are found by the Court to have been established; or
- (iv) in connection with proceedings for relief to the person under the Corporations Act in which the Court denies the relief.

19.2 **Insurance**

The Company may pay a premium for a contract insuring a person who is or was an officer of the Company on or prior to 19 July 2016 against a liability (other than one for legal costs) arising out of that person's conduct as such an officer except in relation to:

- (a) conduct involving a wilful breach of duty in relation to the Company; or
- (b) a contravention of sections 182 or 183 of the Corporations Act.

20. **BY-LAWS**

20.1 **The Board's power to make By-laws**

The Board has power to make By-laws not inconsistent with this Constitution which in the Board's opinion are necessary or desirable for the proper control, administration and management of the Company's business premises, finances, affairs, interests, effects and property and for the convenience, comfort and wellbeing of Members and the Board may from time to time amend or rescind any such By-laws.

20.2 **Scope of By-laws**

Without limiting the generality of clause 20.1, the Board may make By-laws which relate to the following matters:

- (a) the conduct of Members and guests of Members;
- (b) the privileges to be enjoyed by Members or classes of Members;
- (c) the relationships of the Company and its Members with PNRL and the activities undertaken by PNRL (including Parramatta Eels rugby league football games); and
- (d) generally all matters as are commonly the subject matter of company constitutions or by-laws or which are not reserved either under the Corporations Act, the Registered Clubs Act or this Constitution for decision by the Company in general meeting.

21. **WINDING UP**

21.1 **Contributions on winding up**

Each Member undertakes to contribute to the Company's property an amount not exceeding \$4 if the Company is wound up during, or within one year after the cessation of, the Member's membership, on account of:

- (a) payment of the Company's debts and liabilities contracted before they ceased to be a Member;
- (b) the costs of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

21.2 **Application of property on winding up**

If any property or funds remain on the winding-up or dissolution of the Company and after satisfaction of all its debts and liabilities, the property or funds may not be paid to or distributed among the Members but must be given or transferred to one or more entities, funds or institutions which has or have Objects similar to the Objects of the Company and which prohibit the distribution of its income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of this Constitution.

The entities, funds or institutions are to be determined by the Voting Members by ordinary resolution, at or before the time of winding up or dissolution and in default by application to the Supreme Court of New South Wales.