

# **Constitution**

## **Stadium Australia Club Limited**

Consolidated to include amendments  
approved by Club Members up to and  
including 7 August 2008

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Reference

# Stadium Australia Club Limited

## A company limited by guarantee

# Constitution

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## 1 Preliminary

### 1.1 Definitions and interpretation

(a) In this constitution:

**Administration Charge** has the meaning given to it in rule 3.9(f);

**Agreement to Sublease** means the deed of agreement to sublease dated 26 September 1996 between Perpetual Trustee Company Limited ACN 000 001 007 and SAM;

**Annual Subscription** has the meaning given to it in rule 3.6(a);

**Bearer** means any individual (other than a Club Member) whom a Club Member has permitted to use his or her Membership Card for the purpose of the Bearer exercising Event Day Privileges;

**body** means a body politic or corporate or an unincorporated body and includes an incorporated or unincorporated association;

**by-laws** means the by-laws of the Club made by the directors under rule 7 from time to time;

**Club** means Stadium Australia Club Limited;

**Club Management Agreement** means the Stadium Australia Club Management Agreement between the Club and SAM referred to in rule 2(b) as amended from time to time;

**Club Member** means a person who is entered in the register of members as a member of the Club;

**Commencement Date** has the meaning given to it in the Operating Sublease;

**Commonwealth** means the Commonwealth of Australia and its external territories;

**directors** means the directors of the Club;

**Event Day Privileges** means the following rights of Club Members:

- (1) the right of access to the Stadium;
- (2) the right to bring and accompany guests;
- (3) the right of access to the Gold Members' Facilities and/or Platinum Members' Facilities, as applicable; and
- (4) car parking rights;

**executive officer** has the meaning given to it in rule 6.2(a);

**Final Date** has the meaning given to it in rule 10.2(b);

**Gold Member** means a person who is entered in the register of members as a Gold Member;

**Gold Membership** means the rights of a Gold Member under this constitution including the privileges conferred on Gold Members under rule 3.3(a);

**Gold Package** has the meaning given to it in the constitution of SAM;

**GST** means a goods and services tax, a value added tax or any similar tax;

**Manager** has a meaning affected by clause 1.2;

**Manager Director** has the meaning given to it in rule 5.1(a);

**Member Director** has the meaning given to it in rule 5.1(a);

**membership** means a Platinum Membership or a Gold Membership;

**Membership Card** means a membership card issued by the Club to a Club Member;

**Membership Date** has the meaning given to it in the constitution of SAM;

**Membership Request** has the meaning given to it in rule 3.9(d);

**Operating Sublease** has the meaning given to it in the Agreement to Sublease;

**Platinum Bearer Fee** means the fee payable to the Club by a Platinum Member who wishes to permit a Bearer to use his or her Membership Card. The Platinum Bearer Fee is calculated and payable in accordance with paragraph B(11) of Schedule 1;

**Platinum Member** means a person who is entered in the register of members as a Platinum Member;

**Platinum Membership** mean the rights of a Platinum Member under this constitution including the privileges conferred on Platinum Members under rule 3.3(a);

**Platinum Package** has the meaning given to it in the constitution of SAM;

**Relevant Membership** has the meaning given to it in rule 3.9(b);

**Review Date** has the meaning given to it in item 1(e) of Schedule 3;

**SAM** means Stadium Australia Management Limited ACN 069 692 253;

**seal** means any common seal or official seal of the Club;

**secretary** means a secretary of the Club;

**Services** means the membership rights and management services to be provided by SAM to the Club under the Club Management Agreement;

**Stadium** means the stadium, currently known as Stadium Australia, which at the date of adoption of this constitution is under construction at Homebush Bay, Sydney and which will be sub-leased to SAM and operated by SAM under the Operating Sublease;

**Stadium Club Trust Deed** means the Stadium Club Trust Deed dated 21 October 1996 between Perpetual Trustee Company Limited ACN 000 001 007 and SAM;

**Termination Date** means 31 January 2031 or the date of termination of the Operating Sublease, whichever is earlier;

**Transfer Notice** has the meaning given to it in rule 3.9(b);

**Transferee** has the meaning given to it in rule 3.9(b);

**Transferor** has the meaning given to it in rule 3.9(b);

**Unbundling Date** has the meaning given to it in the constitution of SAM; and

**year** means a calendar year.

- (b) Unless the contrary intention appears, in this constitution:
- (1) headings and bold type are for convenience only and do not affect the interpretation of this constitution;
  - (2) words importing the singular include the plural and vice versa;
  - (3) words importing a gender include every other gender;
  - (4) a reference to a person includes the person's successors and legal personal representatives;
  - (5) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing it and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under the statute; and
  - (6) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of the word or phrase have corresponding meanings.
- (c) Where a provision of this constitution establishes an office of chairperson, the chairperson may be referred to as chairman or chairwoman, as the case requires.
- (d) A reference in this constitution in general terms to a person holding or occupying a particular office or position includes a reference to a person who occupies or performs the duties of that office or position for the time being.

## 1.2 References to Manager

- (a) In this constitution a reference to the **Manager** is a reference to SAM for so long as SAM is both:
- (1) entitled to be the sublessee of the Stadium under the Agreement to Sublease, or the sublessee of the Stadium under the Operating Sublease; and
  - (2) appointed under the Club Management Agreement to manage the business and operations of the Club.

- (b) If SAM ceases for any reason to be either:
- (1) entitled to be the sublessee, or the sublessee, of the Stadium; or
  - (2) appointed to manage the business and operations of the Club,
- then a reference to the **Manager** will be a reference to any person who has succeeded, by assignment, novation or otherwise, to the rights and interest of SAM under the Club Management Agreement.

### 1.3 Application of the Corporations Law

- (a) This constitution is to be interpreted subject to the Corporations Law.
- (b) The rules that apply as replaceable rules to public companies under the Corporations Law do not apply to the Club.
- (c) Unless the contrary intention appears, an expression in this constitution that deals with a matter dealt with by a provision of the Corporations Law has the same meaning as in that provision of the Corporations Law.
- (d) Unless the contrary intention appears, an expression in this constitution that is defined in section 9 of the Corporations Law has the same meaning as in that section.

### 1.4 Exercise of powers

- (a) Subject to rule 2 and to the provisions of the Club Management Agreement, the Club may, in any manner permitted by the Corporations Law:
  - (1) exercise any power;
  - (2) take any action; or
  - (3) engage in any conduct or procedure,

which under the Corporations Law a company limited by guarantee may exercise, take or engage in if authorised by its constitution.
- (b) Where this constitution provides that a person or body may do a particular act or thing and the word “may” is used, the act or thing may be done at the discretion of the person or body.
- (c) 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 like manner and subject to the like conditions (if any) to repeal, rescind, revoke, amend or vary that act or thing.
- (d) Where this constitution confers a power to do a particular act or thing with respect to particular matters, the power is, unless the contrary intention appears, to be taken to include a power to do that act or thing with respect to some only of those matters or with respect to a particular class or particular classes of those matters and to make different provision with respect to different matters or different classes of matters.
- (e) 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:

- (1) to appoint a person to act in the office or position until a person is appointed to the office or position;
  - (2) subject to any contract between the Club and the relevant person, to remove or suspend a person appointed, with or without cause; and
  - (3) to appoint another person temporarily in the place of a person so removed or suspended or in place of a sick or absent holder of the office or position.
- (f) 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.
- (g) 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.
- (h) Where this constitution confers power on a person or body to delegate a function or power:
- (1) the delegation may be concurrent with, or to the exclusion of, the performance or exercise of the function or power by the person or body;
  - (2) the delegation may be either general or limited in any manner provided in the terms of delegation;
  - (3) 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;
  - (4) the delegation may include the power to delegate;
  - (5) where the performance or exercise of the function or power is dependent upon the opinion, belief or state of mind of the person or body in relation to a matter, the function or power may be performed or exercised by the delegate upon the opinion, belief or state of mind of the delegate in relation to the matter; and
  - (6) 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.

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## 2 Objects

The objects for which the Club is established are:

- (a) to secure access to, and enjoyment of, facilities at the Stadium for the benefit of Club Members on the terms of this constitution and subject to the provisions of the Club Management Agreement during the period from the Commencement Date until the Termination Date;
- (b) to enter into and perform an agreement with SAM (the **Club Management Agreement**) under which:

- (1) SAM provides the following privileges to the Club for the benefit of Club Members:
  - (A) in relation to Platinum Members, the privileges set out in item B of Schedule 1; and
  - (B) in relation to Gold Members, the privileges set out in item A of Schedule 1; and
- (2) SAM agrees to manage the business and operations of the Club;
- (c) to hold for the benefit of Club Members:
  - (1) the privileges provided by SAM to the Club for the benefit of the Club Members under the Club Management Agreement; and
  - (2) any other privileges and benefits provided to the Club for the benefit of Club Members from time to time;
- (d) to make and enforce by-laws in relation to the exercise by Club Members of the privileges conferred on them under this constitution; and
- (e) to do all things that are incidental or conducive to the attainment of the objects referred to in rules 2(a) to (d) above.

The objects for which the Club is established are limited to the objects specified in this rule 2.

### **3 Membership**

#### **3.1 Classes of Club Members**

- (a) The members of the Club are to be divided into two classes:
  - (1) Platinum Members; and
  - (2) Gold Members.
- (b) At any time, there must not be more than:
  - (1) 600 Platinum Memberships; and
  - (2) 17,200 Gold Memberships.

#### **3.2 Eligibility for membership**

- (a) To be eligible to be entered in the register of members as a Club Member, a person must be an individual.
- (b) A person who is entitled to be admitted as a Club Member in accordance with this constitution must be so admitted and entered in the register of members.

#### **3.3 Privileges of Club Members**

- (a) Subject to the provisions of the Club Management Agreement:
  - (1) each Platinum Member is entitled to the privileges set out in item B of Schedule 1; and

(2) each Gold Member is entitled to the privileges set out in item A of Schedule 1,

and to any other privileges and benefits provided to the Club for the benefit of Club Members or Club Members of the relevant class in accordance with this constitution.

- (b) Subject to this constitution, each Club Member will remain entitled to the privileges set out in rule 3.3(a) for so long as the person is a Club Member.
- (c) Where Schedule 2 applies, the privileges of a Gold Member, and his or her rights and obligations under this constitution, will be varied as provided in Schedule 2.

### 3.4 Initial members

- (a) Subject to rule 3.4(b), a person who is a member of the Club on its registration will cease to be entitled to be a member of the Club on the date on which the first person is entered in the register of members under rule 3.5.
- (b) Nothing in rule 3.4(a) affects the right of any person, including a person who is a member of the Club on its registration, to be entered on the register of members under rule 3.5.

### 3.5 Admission of Club Members

- (a) On or as soon as is reasonably practicable after the Membership Date, the Club must enter in the register of members, as a Club Member, each person who has been nominated as a Club Member under the constitution of SAM and who has consented to his or her nomination as a Club Member.
- (b) A person may be nominated as a Platinum Member under the constitution of SAM in respect of only one Platinum Package.
- (c) A person may be nominated as a Gold Member under the constitution of SAM in respect of one or more Gold Packages. Upon the Gold Member being entered in the register of members, the Gold Member will have the same number of Gold Memberships as the number of Gold Packages in respect of which the person has been nominated.

### 3.6 Subscriptions

- (a) A Gold Member must pay, in respect of each Gold Membership held by him or her, an annual subscription (an **Annual Subscription**) for each year (or part of a year) during which he or she holds the Gold Membership.
- (b) Subject to rules 3.6(d) and (e), the Annual Subscription payable in respect of a Gold Membership will be calculated in accordance with Schedule 3 (where necessary, rounded up to the nearest whole dollar).
- (c) Annual Subscriptions are payable in advance on the later of:
  - (1) the date that is 45 days after the date of invoice of the Annual Subscription; and

- (2) 1 January in the year for which the Annual Subscription is payable.
- (d) The amount of the Annual Subscription payable in respect of a Gold Membership will not be reduced or refunded where:
  - (1) the Gold Member is or has been a Club Member for part only of the relevant year; or
  - (2) the privileges of Club Members are not available for any reason during any part of the relevant year.
- (e) The Club and the Manager must jointly review the amount of:
  - (1) the Annual Subscription every five years, with the first such review being for the year commencing on 1 January 2004; and
  - (2) the annual Platinum Bearer Fee every five years, with the first such review being for the year commencing on 1 January 2014.

The Club and the Manager may jointly agree and set the amount of the Annual Subscription and annual Platinum Bearer Fee payable for the relevant year, in which event the Annual Subscription and annual Platinum Bearer Fee payable for that year will be the amounts so agreed. The amount of the Annual Subscription and annual Platinum Bearer Fee payable for the relevant year must not be less than, and, where the Club and the Manager do not agree on the amount, the amount will be equal to, in the case of the Annual Subscription, the Annual Subscription payable for the immediately preceding year increased in accordance with Schedule 3 and, in the case of the annual Platinum Bearer Fee, the amount will be equal to the annual Platinum Bearer Fee payment for the immediately preceding year increased in accordance with paragraph B(11) of Schedule 1.

- (f) A person who has been nominated as a Platinum Member in accordance with the constitution of SAM must pay a once only subscription fee of \$9,500.00 upon his or her admission as a Platinum Member, and is to be treated as having paid the amount when Perpetual Trustee Company Limited pays it in respect of the person under the Stadium Club Trust Deed.
- (g) Where a person is admitted as a Platinum Member, or a Platinum Membership is granted to a Club Member, under rule 3.15(a), the directors must, at the time of admission of the Platinum Member or the grant of the Platinum Membership, determine the amount to be paid as a once only subscription fee before the admission or grant.
- (h) Upon payment to the Club of the once only subscription fee referred to in rule 3.6(f) or (g), as the case may be, the holder from time to time of a Platinum Membership will not be liable to pay any further amount to the Club in respect of subscriptions.
- (i) A Platinum Member who elects to permit a Bearer to use his or her Membership Card must pay a Platinum Bearer Fee.
- (j) The amount of the annual Platinum Bearer Fee will not be reduced or refunded where:

- (1) the Platinum Member is or has been a Club Member for part only of the relevant year;
  - (2) the privileges of Platinum Members are not available for any reason during any part of a year; or
  - (3) the Platinum Member pays the once only Platinum Bearer Fee of \$2,000.
- (k) The once only Platinum Bearer Fee of \$2,000 will not be reduced and is not refundable in whole or in part in any circumstances.

### 3.7 **Special levies**

- (a) The Club may make a special levy on a class of Club Members to pay for any specific expenditures for the benefit of the class of members if approved in advance:
  - (1) by special resolution passed at a meeting of the class of members; or
  - (2) with the written consent of members of the class with at least 75% of the votes in the class.
- (b) If any special levy due and payable by a Club Member remains unpaid after the date on which it is due and payable, an additional fee will be payable by the Club Member, of an amount determined by the directors from time to time, sufficient to cover any amount charged by the Manager to the Club under the Club Management Agreement in connection with the late payment of the special levy.

### 3.8 **Resignation of membership**

- (a) A Club Member may at any time, by written notice to the Club, resign from his or her membership of the Club.
- (b) A Club Member who resigns from his or her membership of the Club continues to be liable for any Annual Subscriptions, special levies and other moneys due and payable by the Club Member to the Club at the date of his or her resignation.

### 3.9 **Transfer of membership**

- (a) A Club Member may effect a transfer of his or her membership (or, where he or she holds more than one membership, of one or more of his or her memberships) by resigning from the membership in favour of another person in accordance with this rule 3.9.
- (b) A Club Member who wishes to effect a transfer of a membership (the **Transferor**) may give to the Club written notice in a form approved by the directors from time to time (the **Transfer Notice**) specifying:
  - (1) the membership to be transferred (the **Relevant Membership**); and
  - (2) subject to rule 3.9(c), the person in whose favour (the **Transferee**), and the consideration, if any, for which, he or she wishes to resign,

together with the written consent (in a form approved by the directors from time to time) of the Transferee to his or her admission as a Club Member.

- (c) A Transferor may in a Transfer Notice, instead of specifying a Transferee:
  - (1) request the directors to nominate a Transferee; and
  - (2) specify the minimum consideration that the Transferor will accept for resigning the Relevant Membership in favour of the Transferee.
- (d) The directors must keep a record of persons who give to the Club written notice in a form approved by the directors from time to time (a **Membership Request**) of their wish to be admitted as Club members, including details of:
  - (1) the class of Club Member to which they wish to be admitted;
  - (2) the maximum consideration they are prepared to offer to a Club Member who resigns in their favour; and
  - (3) the date on which the Club received the Membership Request.
- (e) Where a Transferor requests the directors to nominate a Transferee, the directors may nominate as Transferee a person who:
  - (1) has given to the Club a Membership Request in respect of the class of Club Member to which the Relevant Membership corresponds; and
  - (2) agrees to pay to the Transferor an amount not less than the minimum consideration that the Transferor agrees to accept for resigning the Relevant Membership in favour of the Transferee.
- (f) The Club may charge the Transferor a fee (an **Administration Charge**), in an amount determined by the directors from time to time, sufficient to cover the amount charged by the Manager to the Club under the Club Management Agreement in connection with the transfer of the Relevant Membership.
- (g) Upon:
  - (1) receipt by the Club of a Transfer Notice and payment of the Administration Charge; and
  - (2) where rules 3.9(c) to (e) apply, the Transferee nominated by the directors paying to the Transferor the consideration referred to in rule 3.9(e)(2),

the resignation of the Transferor will be effective and the Club must enter the name of the Transferee in the register of members as soon as practicable thereafter.

- (h) Subject to rule 10 and to the extent permitted by law, on the date on which the Transferee is entered in the register of members under rule 3.9(g), the Transferor will be released from all liabilities and obligations to the Club under this constitution in relation to the Relevant Membership which arise after the date on which the Transferee is entered in the register of members and the Transferee is responsible for such liabilities and obligations. The

Transferor will remain responsible for any liabilities and obligations to the Club under this constitution which arose while the Transferor was the holder of the Relevant Membership.

- (i) The rights set out in this rule 3.9 may be exercised:
  - (1) by a Club Member whose membership has been suspended, at any time during the period of suspension; and
  - (2) by a Club Member who has been given notice of cancellation of his or her membership, at any time before the cancellation takes effect,

but the resignation of the Club Member will not be effective, and the Club will not be required to enter the name of the Transferee in the register of members, until all moneys due and payable to the Club by the Transferor have been paid.

- (j) A Transferor may not, without the approval of the directors, specify as Transferee in a Transfer Notice a Club Member or former Club Member whose membership has been suspended or terminated under this constitution.
- (k) A Club Member may not transfer, assign or otherwise deal with his or her Membership other than in accordance with this constitution.

### 3.10 **Death of a Club Member**

- (a) Subject to rule 3.10(b), if a Club Member dies, the legal personal representative of the Club Member, in his or her capacity as legal personal representative, will be entitled by written notice to the Club to nominate a person to be a Club Member and to have the same rights and privileges as the deceased Club Member with effect from the date of the notice.
- (b) A notice under rule 3.10(a) must be accompanied by the written consent to the nomination of the nominee in the form approved by the directors from time to time.
- (c) Upon receipt by the Club of:
  - (1) a notice in accordance with rule 3.10(a);
  - (2) evidence of the appointment of the legal personal representative; and
  - (3) payment to the Club of any Annual Subscriptions, special levies and other moneys that remain due and unpaid in respect of the membership of the deceased Club Member,

the Club will enter the name of the nominee in the register of members.

- (d) Subject to rule 3.10(e), if either:
  - (1) a nomination in accordance with rule 3.10(a); or
  - (2) a notice that the legal personal representative proposes to make a nomination under rule 3.10(a) following a grant of probate,

is not received by the Club within 12 months of the date of death of the Club Member or a later date determined by the directors in a particular

case, the legal personal representative of the deceased Club Member will cease to have a right of nomination under rule 3.10(a) and the membership of the deceased Club Member will cease.

- (e) Rule 3.10(d) does not apply if:
  - (1) the deceased Club Member was a Platinum Member immediately before his or her death; or
  - (2) the legal personal representative of the deceased Club Member pays to the Club all Annual Subscriptions, special levies and other moneys that are or become due in respect of the membership of the deceased Club Member.

### 3.11 **Suspension and termination of membership**

- (a) If a Gold Member has not paid any Annual Subscription that is due and payable in accordance with rule 3.6(a), the directors may suspend, or suspend and terminate, the membership of the Gold Member under rule 3.12.
- (b) If a Club Member or a Club Member's Bearer is guilty of misconduct, the directors may suspend or terminate the membership of the Club Member in accordance with rule 3.13.
- (c) Subject to rule 3.9(i), during the period of suspension of the privileges of a Club Member, the Club Member may not exercise or enjoy any privileges, benefits or rights conferred on the Club Member under this constitution. However, the Club Member will remain liable for any Annual Subscription, annual Platinum Bearer Fee, special levies and other moneys due and payable by the Club Member to the Club including any moneys accruing during the period of suspension.
- (d) Where the membership of a Club Member is terminated by the directors in accordance with this constitution, the Club Member will cease to be entitled to any privileges, benefits and rights conferred on the Club Member under this constitution. However, the Club Member will remain liable for any Annual Subscription, annual Platinum Bearer Fee, special levies and other moneys due and payable by the Club Member to the Club at the date of termination.
- (e) The Club must not suspend or terminate the membership of a Club Member without his or her consent, other than in the circumstances set out in rules 3.12 and 3.13.

### 3.12 **Unpaid Annual Subscriptions**

- (a) If any Annual Subscription due and payable by a Gold Member remains unpaid after the date on which it is due and payable:
  - (1) the secretary may notify the Gold Member in writing of the failure to pay the moneys;
  - (2) subject to rule 3.9(i), the privileges conferred on the Gold Member under rule 3.3 will be suspended automatically with effect from the date on which the Annual Subscription was due and payable; and

- (3) an additional fee will be payable by the Gold Member, of an amount determined by the directors from time to time, sufficient to cover the amount charged by the Manager to the Club under the Club Management Agreement in connection with the late payment of the Annual Subscription.
- (b) Subject to rule 3.12(c), if the Gold Member pays to the Club:
  - (1) all moneys due and payable to the Club referred to in rule 3.12(a); and
  - (2) a fee, of an amount determined by the directors from time to time, sufficient to cover the amount charged by the Manager to the Club under the Club Management Agreement in connection with the suspension and reinstatement of the privileges of the Gold Member,

the suspension of the privileges of the Gold Member will cease from the date on which those moneys are paid.
- (c) If a Gold Member has not paid all moneys due and payable to the Club referred to in rules 3.12(a) and (b) within 6 months of the date on which the Annual Subscription was due and payable, the directors may cancel the membership of the Gold Member.

### 3.13 **Misconduct**

- (a) If the directors determine that misconduct by a Club Member or that Club Member's Bearer has been proved then, subject to the following paragraphs of this rule 3.13, the directors may, by resolution passed at a meeting of the directors, do one or more of the following:
  - (1) censure the Club Member, in which event the terms of the censure must be notified to the Club Member in the manner determined by the directors;
  - (2) subject to rule 3.9(i), suspend the privileges of the Club Member on the terms determined by the directors, in which event the suspension takes effect when notice of the suspension is given to the Club Member; and
  - (3) subject to rule 3.9(i), cancel the membership of the Club Member, in which event the cancellation takes effect on a date fixed by the directors which date must not be earlier than 45 days after notice of the cancellation is given to the Club Member.
- (b) The Club must, not later than 7 days before any meeting of the directors at which it is proposed to consider a resolution under rule 3.13(a), give written notice to the Club Member who or whose Bearer is alleged to be guilty of misconduct specifying:
  - (1) particulars of the alleged misconduct;
  - (2) the date, time and place of the meeting of directors; and
  - (3) that the Club Member may at the meeting and before consideration of the resolution have the opportunity of giving in person or in writing any explanation or defence the Club Member may think fit.

- (c) At a meeting of directors held as referred to in rule 3.13(b), the directors must:
  - (1) give the Club Member an opportunity to make personal representations; and
  - (2) give due consideration to any written representations submitted by the Club Member at or prior to the meeting.
- (d) Misconduct by a Club Member includes, but is not limited to, a serious breach or persistent breaches by the Club Member or the Club Member's Bearer of this constitution or the by-laws.

### 3.14 Cessation of Membership

The membership of a Club Member ceases:

- (a) if a person is a member of the Club on its registration, in accordance with rule 3.4(a);
- (b) on the date on which a Club Member's notice of resignation in accordance with rule 3.8(a) is effective;
- (c) subject to rule 3.10, upon the death of a Club Member; or
- (d) upon cancellation of the membership of the Club Member in accordance with this constitution,

and as soon as practicable after the cessation of the membership of a Club Member, the secretary must record that fact in the register of members.

### 3.15 New Club Members

- (a) Where for any reason, including the cessation of a Platinum Member's membership under rule 3.14, the number of Platinum Memberships is less than the maximum number permitted by rule 3.1(b)(1), the directors may admit a person as a Platinum Member or grant to a Club Member a Platinum Membership upon payment of such amount, and subject to such conditions, as are determined by the directors, but so that the total number of Platinum Memberships does not exceed the maximum permitted by rule 3.1(b)(1).
- (b) Where for any reason, including the cessation of a Gold Member's membership under rule 3.14, the number of Gold Memberships is less than the maximum number permitted by rule 3.1(b)(2), the directors may admit a person as a Gold Member or grant to a Club Member a Gold Membership upon payment of such amount, and subject to such conditions, as are determined by the directors, but so that the total number of Gold Memberships does not exceed the maximum permitted by rule 3.1(b)(2).

### 3.16 Variation of rights of Club Members

- (a) Subject to rule 3.16(b) and to rule 14, the rights of members in a class of Club Members (including the applicable privileges set out in Schedule 1) may, whether or not the Club is being wound up, be varied:

- (1) by special resolution passed at a meeting of the class of members whose rights are being varied; or
  - (2) with the written consent of members with at least 75% of the votes in the class.
- (b) The rights of members in a class of Club Members may be varied only if the Manager agrees to the variation under the Club Management Agreement.
  - (c) The provisions of this constitution relating to general meetings apply, so far as they can and with such changes as are necessary, to each separate meeting of a class of Club Members.
  - (d) The rights conferred on a class of Club Members are not to be taken as having been varied by the admission of further members of the class or by the grant of further memberships corresponding to the class.

### 3.17 Register of members

The Club must keep a register of members in which it must enter:

- (a) the name and address of the Club Member;
- (b) the date upon which the Club Member was entered in the register of members; and
- (c) whether the Club Member is a Platinum Member or a Gold Member and, if a Gold Member, the number of Gold Memberships held by the Club Member.

### 3.18 Club Member to notify changes in information

A Club Member must give to the Club written notice in the form approved by the directors from time to time of any change in the Club Member's name or address within 30 days of the change occurring.

### 3.19 Equitable and other claims

Except as otherwise required by law or provided by this constitution, the Club is not compelled in any way:

- (a) to recognise a person as holding membership upon any trust, even if the Club has notice of that trust; or
- (b) to recognise, or be bound by, any equitable, contingent, future or partial claim to or interest in a membership on the part of any person, even if the Club has notice of that claim or interest,

and the Club may treat the person shown in the register of members as the absolute beneficial owner of the rights conferred by membership.

### 3.20 Unpaid annual Platinum Bearer Fees

- (a) If an annual Platinum Bearer Fee due and payable by a Platinum Member remains unpaid after the date on which it is due and payable:

- (1) the secretary may notify the Platinum Member in writing of the failure to pay the moneys; and
  - (2) the right conferred on the Platinum Member to permit a Bearer to use his or her Membership Card under paragraph B(7) of Schedule 1 will be suspended automatically with effect from the date on which the annual Platinum Bearer Fee was due and payable.
- (b) If the Platinum Member pays to the Club all moneys due and payable to the Club referred to in sub-paragraph (a), the suspension of the right of the Platinum Member to permit a Bearer to use his or her Membership Card will cease from the date on which those moneys are paid.

### 3.21 Reciprocal membership rights

- (a) The Club may enter into arrangements (**Reciprocal Arrangements**) with entities on terms which permit Club Members to have access to other stadiums or venues in exchange for granting individuals (other than Club Members) the right to exercise some or all Event Day Privileges.
- (b) The exercise of various privileges, benefits and rights conferred on Club Members under this constitution may be affected to the extent necessary to permit the exercise of Event Day Privileges by individuals other than Club Members under the Reciprocal Arrangements.
- (c) Any Reciprocal Arrangements must be agreed to in writing by the Manager.

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## 4 General meetings

### 4.1 Calling of general meetings

- (a) Any 3 directors, one of whom must be a Manager Director, may whenever they think fit call a general meeting.
- (b) A general meeting may be called only as provided by this rule 4.1 or by the Corporations Law.
- (c) The directors may postpone, cancel or change the venue for a general meeting, but a general meeting requested or called as provided by the Corporations Law may not be postponed beyond the date by which the Corporations Law requires it to be held and may not be cancelled without the consent of the Club Member(s), if any, who requested or called the meeting.

### 4.2 Notice of general meetings

- (a) Subject to this constitution, notice of a general meeting must be given within the time limits prescribed by the Corporations Law and in the manner authorised by rule 12 to each person who is at the date of the notice:
  - (1) a Club Member;
  - (2) a director;

- (3) an auditor of the Club; or
  - (4) the Manager.
- (b) A notice of a general meeting must:
- (1) specify the time and place of the meeting;
  - (2) except as provided in rule 4.2(c), state the general nature of the business to be transacted at the meeting;
  - (3) if a special resolution is to be proposed at the meeting, set out the intention to propose the special resolution and state the resolution;
  - (4) contain a statement that:
    - (A) a Club Member has the right to appoint a proxy;
    - (B) a Club Member may appoint a proxy in respect of each of the votes that the Club Member is entitled to exercise; and
    - (C) the proxy need not be a Club Member.
- (c) It is not necessary for a notice of an annual general meeting to state that the business to be transacted at the meeting includes the consideration of the annual financial report, directors' report and auditor's report or any other business which under the Corporations Law ought to be transacted at the annual general meeting.
- (d) A person may waive notice of any general meeting by notice in writing to the Club.
- (e) The non-receipt of notice of a general meeting or proxy form by, or a failure to give notice of a general meeting or a proxy form to, any person entitled to receive notice of a general meeting under this rule 4.2 does not invalidate any act, matter or thing done or resolution passed at the general meeting if:
- (1) the non-receipt or failure occurred by accident or error; or
  - (2) before or after the meeting, the person:
    - (A) has waived or waives notice of that meeting under rule 4.2(d); or
    - (B) has notified or notifies the Club of the person's agreement to that act, matter, thing or resolution by notice in writing to the Club.
- (f) A person's attendance at a general meeting:
- (1) waives any objection that person may have to a failure to give notice, or the giving of a defective notice, of the meeting unless, at the beginning of the meeting, the person objects to the holding of the meeting; and
  - (2) waives any objection that person may have to the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting or in rule 4.2(c), unless the person objects to considering the matter when it is presented.

#### 4.3 Admission to general meetings

The chairperson of a general meeting may refuse any person admission to the meeting or require any person to leave or remain out of the meeting if that person:

- (a) is in possession of a device for recording sounds or images;
- (b) is in possession of a placard or banner;
- (c) is in possession of an article considered by the chairperson to be dangerous, offensive or liable to cause disruption;
- (d) refuses to produce or to permit examination of any article, or the contents of any article, in the person's possession;
- (e) in the opinion of the chairperson behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
- (f) is not:
  - (1) a Club Member or a proxy or attorney of a Club Member;
  - (2) a director; or
  - (3) an auditor of the Club.

#### 4.4 Quorum at general meetings

- (a) No business may be transacted at a general meeting, except the election of a chairperson and the adjournment of the meeting, unless a quorum of Club Members is present in person or by proxy or attorney when the meeting proceeds to business.
- (b) A quorum at a general meeting of Club Members is 10 Club Members.
- (c) If a quorum of Club Members is not present within 30 minutes after the time appointed for a general meeting:
  - (1) where the meeting was called by Club Members under section 249F of the Corporations Law, the meeting must be dissolved; or
  - (2) in any other case:
    - (A) the meeting must stand adjourned to such day, and such time and place, as the directors determine or, if no determination is made by the directors, to the same day in the next week at the same time and place; and
    - (B) if, at the adjourned meeting, a quorum of Club Members is not present within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

#### 4.5 Chairperson of general meetings

- (a) The chairperson of directors must (if present within 15 minutes after the time appointed for the meeting and willing to act) preside as chairperson at each general meeting.
- (b) If at a general meeting:
  - (1) there is no chairperson of directors;

- (2) the chairperson of directors is not present within 15 minutes after the time appointed for the meeting; or
- (3) the chairperson of directors is present within that time but is not willing to act as chairperson of the meeting,

the Club Members present must elect as chairperson of the meeting another director who is present and willing to act. If no other director willing to act is present at the meeting, the meeting must be dissolved, unless the meeting was called under section 249F of the Corporations Law, in which case the Club Members present may elect as chairperson of the meeting one of the Club Members present who is willing to act.

#### 4.6 **Conduct of general meetings**

- (a) The chairperson of a general meeting is responsible for the general conduct of the meeting and for the procedures to be adopted at the meeting and may require the adoption of any procedures which are in his or her opinion necessary or desirable for:
  - (1) proper and orderly debate or discussion, including limiting the time that a person present may speak on any business, question, motion or resolution being considered by the meeting; and
  - (2) the proper and orderly casting or recording of votes at the meeting, whether on a show of hands or on a poll, including the appointment of scrutineers.
- (b) The chairperson of a general meeting may, at any time he or she considers necessary or desirable for the proper and orderly conduct of the meeting:
  - (1) terminate debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Club Members present; or
  - (2) allow debate or discussion on any business, question, motion or resolution being considered by the meeting to continue.
- (c) The chairperson of a general meeting may:
  - (1) refuse to allow debate or discussion on any business, question, motion or resolution which is not within the business referred to in the notice of meeting or rule 4.2(c); and
  - (2) refuse to allow any amendment to be moved to a resolution of which notice has been given under rule 4.2(b)(3).
- (d) A decision by the chairperson under rule 4.6(a), (b) or (c) is final.
- (e) The chairperson of a general meeting may at any time during the course of the meeting adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting.
- (f) If the chairperson exercises his or her right under rule 4.6(e), it is in the chairperson's sole discretion whether to seek the approval of the Club Members present to the adjournment.

- (g) The chairperson's rights under rule 4.6(e) are exclusive and, unless otherwise required by the chairperson, no vote may be taken or demanded by the Club Members present in respect of any adjournment.
- (h) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (i) It is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.
- (j) Where a meeting is adjourned, the directors may postpone the adjourned meeting or change the venue of the adjourned meeting. Reasonable notice of the postponement or change of venue must be given in the manner and to the persons referred to in rule 4.2(a).

#### 4.7 Decisions at general meetings

- (a) Subject to rule 4.7(b), except in the case of a resolution which under this constitution or as a matter of law requires a special majority, questions arising at a general meeting are to be decided by a majority of votes cast by the Club Members present at the meeting in person or by proxy or attorney and any such decision is for all purposes a decision of the Club Members.
- (b) In the case of an equality of votes upon a proposed resolution, whether on a show of hands or on a poll, the chairperson of the general meeting at which the show of hands takes place or the poll is demanded, in addition to his or her deliberative vote (if any), has a casting vote.
- (c) Subject to rule 4.7(b), a resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is demanded before or immediately after the declaration of the result of the show of hands:
  - (1) by the chairperson of the meeting; or
  - (2) by at least 5 Club Members having the right to vote at the meeting; or
  - (3) by Club Members who together are entitled to at least 5% of the votes that may be cast on the resolution on a poll.
- (d) A demand for a poll does not prevent the continuance of a general meeting for the transaction of any business other than the question on which the poll has been demanded.
- (e) Unless a poll is duly demanded, a declaration by the chairperson of a general meeting that a resolution has on a show of hands been carried or carried unanimously, or carried by a particular majority, or lost, and an entry to that effect in the minute books of the Club is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (f) If a poll is duly demanded at a general meeting, it is to be taken in such manner and either immediately, after an interval or adjournment or otherwise, as the chairperson of the meeting directs, and the result of the poll is to be a resolution of the meeting at which the poll was demanded.

- (g) A poll demanded at a general meeting on either the election of a chairperson of the meeting or on a question of adjournment must be taken immediately.
- (h) The demand for a poll may be withdrawn.

#### 4.8 **Voting rights**

- (a) A Club Member may vote in person or by proxy or attorney.
- (b) On a show of hands, each person present who is a Club Member or a proxy or attorney of a Club Member has one vote.
- (c) On a poll:
  - (1) each Club Member present has two votes for each Platinum Membership and one vote for each Gold Membership held by the Club Member;
  - (2) a proxy or attorney of a Club Member is entitled to the number of votes that the Club Member has authorised the proxy or attorney to exercise, in addition to:
    - (A) any votes that the proxy or attorney may have for other Club Members whom the proxy or attorney represents; and
    - (B) any votes that the proxy or attorney may have as a Club Member in his or her own right.
- (d) A Club Member is not entitled to vote at a general meeting unless all Annual Subscriptions, special levies and other moneys due and payable by that Club Member to the Club have been paid.
- (e) An objection to the qualification of a person to vote at a general meeting:
  - (1) must be raised before or at the meeting at which the vote objected to is given or tendered; and
  - (2) must be referred to the chairperson of the meeting, whose decision is final.
- (f) A vote not disallowed by the chairperson of a meeting under rule 4.8(e) is valid for all purposes.
- (g) Only the proxy or attorney of a Club Member is entitled to attend, speak or vote on behalf of the Club Member at any meeting of the Club.

#### 4.9 **Loss of Voting Entitlements**

A Club Member is not entitled to vote at a general meeting if, as at the date of the meeting, the privileges of that Club Member have been suspended or the directors have resolved to terminate the membership of the Club Member in accordance with this constitution.

#### 4.10 **Representation at general meetings**

- (a) Subject to this constitution, a Club Member entitled to vote at a general meeting of the Club may vote:
  - (1) in person;

- (2) by proxy; or
  - (3) by attorney.
- (b) A proxy or attorney need not be a Club Member.
- (c) A proxy or attorney may be appointed for all general meetings, or for a number of general meetings, or for a particular general meeting.
- (d) Subject to the Corporations Law and unless otherwise provided in the instrument appointing a proxy or attorney, the instrument will be taken to confer authority:
- (1) to agree to a meeting being convened by shorter notice than is required by the Corporations Law or this constitution;
  - (2) to agree to a resolution being proposed and passed as a special resolution at a meeting of which less than 21 days' notice has been given;
  - (3) to speak to any proposed resolution on which the proxy or attorney may vote;
  - (4) to demand or join in demanding a poll on any resolution on which the proxy or attorney may vote;
  - (5) even though the instrument may refer a specific resolution and may direct the proxy or attorney how to vote on that resolution:
    - (A) to vote on an amendment moved to the proposed resolution and on a motion that the proposed resolution not be put or any similar motion;
    - (B) to vote on a procedural motion, including a motion to elect the chairperson, to vacate the chair or to adjourn the meeting; and
    - (C) to act generally at the meeting; and
  - (6) even though the instrument may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue, to attend and vote at the re-scheduled or adjourned meeting or at the new venue.

#### 4.11 Instrument of proxy

- (a) Subject to rule 4.11(d), an instrument appointing a proxy must be in the form attached to this constitution as Schedule 4 or in any other form approved by the directors from time to time and must be signed by the Club Member or by the Club Member's attorney.
- (b) An instrument appointing a proxy or attorney may direct the manner in which the proxy or attorney is to vote in respect of a particular resolution and, where an instrument so provides, the proxy or attorney is not entitled to vote on the proposed resolution except as directed in the instrument.
- (c) A proxy or attorney may not vote at a general meeting or adjourned meeting or on a poll unless the instrument appointing the proxy or

attorney, and the original or a certified copy of the authority (if any) under which the instrument is signed, are received:

- (1) at the place, fax number or electronic address specified for the purpose in the notice calling the meeting; and
  - (2) at least 48 hours before the time for holding the meeting (or adjourned meeting, if applicable).
- (d) The directors may waive some or all of the requirements of rules 4.11(a) and (c) and in particular may, upon the production of such other evidence as the directors require to prove the validity of the appointment of a proxy or attorney, accept the deposit, tabling or production of a copy (including a copy sent by facsimile) of an instrument appointing a proxy or attorney or of the power of attorney or other authority under which the instrument is signed.
- (e) A vote given in accordance with the terms of an instrument appointing a proxy or attorney is valid despite the revocation of the instrument or of the authority under which the instrument was executed, if no notice in writing of the revocation has been received by the Club by the time and at one of the places at which the instrument appointing the proxy or attorney is required to be received under rule 4.11(c).
- (f) The appointment of a proxy or attorney is not revoked by the Club Member attending and taking part in the general meeting but, if the Club Member votes on a resolution, the proxy or attorney is not entitled to vote, and must not vote, as the Club Member's proxy or attorney on the resolution.

## 5 Directors

### 5.1 Appointment and removal of directors

- (a) The Club is to have 6 directors, 3 of whom are to be appointed by the Manager (**Manager Directors**) and 3 of whom are to be elected by Club Members (**Member Directors**).
- (b) The Manager may from time to time appoint, remove and replace a person as a Manager Director, and appoint a person temporarily as a Manager Director in place of a Manager Director who is sick, on leave or absent for any reason, by written notice given to the Club, and each such notice will be effective immediately upon receipt by the Club.
- (c) The first 3 Member Directors are to be elected by Club Members by postal ballot, from among candidates nominated by Club Members, as soon as is reasonably practicable after the Membership Date. The candidates are to be nominated, and the postal ballot is to be conducted, in a manner determined by the directors holding office on the date of adoption of this constitution.
- (d) On the date of declaration of the result of the postal ballot referred to in rule 5.1(c):

- (1) the office of each director is vacated by force of this rule 5.1(d);
  - (2) the Manager may appoint the first 3 Manager Directors under rule 5.1(b); and
  - (3) the persons elected under rule 5.1(c) take office as the first 3 Member Directors.
- (e) At the annual general meeting of the Club held following the third anniversary of the date of registration of the Club, and at every third annual general meeting after that annual general meeting, the Member Directors must retire from office as directors. A Member Director who retires from the office of director under this rule 5.1(e) may offer himself or herself for re-election in accordance with the procedures set out in rules 5.1(g), (h), (i) and (j).
- (f) The Club must fill the offices vacated by Member Directors under rule 5.1(e) by electing persons to those offices in accordance with rules 5.1(g), (h), (i) and (j).
- (g) A person is not eligible to be elected as a Member Director unless the person has been nominated in writing by not less than 6 Club Members in the form approved by the directors from time to time and the nomination form, signed by the nominee to signify his or her consent to the nomination and by the 6 nominating Club Members, together with any supporting information about the nominee that is proposed to be made available to Club Members not exceeding the length determined by the directors, is received by the Club before the date fixed by the directors for the purpose.
- (h) If the number of persons validly nominated under rule 5.1(g) (Nominees) is 3, each Nominee will take office as a Member Director at the conclusion of the first annual general meeting following the nomination.
- (i) If the number of Nominees is greater than 3, the election of Member Directors must be conducted by ballot in the following manner:
- (1) On or before the date fixed by the directors for this purpose, the Club must send to each Club Member (at his or her postal or electronic address):
    - (A) one voting paper prepared in accordance with this rule for each Gold Membership held by that Club Member; and
    - (B) two voting papers prepared in accordance with this rule for any Platinum Membership held by that Club Member.
  - (2) A voting paper must include:
    - (A) the names of all Nominees in the order determined by random ballot;
    - (B) directions for completing and returning the voting paper (including, without limitation, any direction relating to security, secrecy or otherwise designed to prevent unauthorised voting); and

- (C) if the directors have determined that Club Members may choose to cast and submit votes by electronic means, details of the applicable electronic address and (except to the extent that such directions are accessible from the notified electronic address), directions for completing and submitting a formal electronic vote (including, without limitation, any direction relating to security, secrecy or otherwise designed to prevent unauthorised voting).
- (3) A Club Member wishing to vote must:
- (A) Complete and return the voting paper in accordance with the directions referred to in rule 5.1(i)(2)(B); or
  - (B) Where rule 5.1(i)(2)(C) applies, and the Club Member wishes to cast and submit a vote by electronic means, complete and submit their vote in accordance with the directions given for that purpose.
- (4) All formal voting papers (and, where applicable, formal electronic votes) received not later than the date determined by the directors must be counted in the ballot.
- (5) A voting paper or electronic vote must be declared informal if it:
- (A) is not submitted in the manner set out in the directions referred to in rule 5.1(i)(3) (including, without limitation, any direction relating to security, secrecy or otherwise designed to preventing unauthorised voting); or
  - (B) is ambiguous or otherwise not in accordance with this constitution.
- (6) If there is a doubt regarding the operation of rule 5.1(i)(5) in relation to any voting paper or electronic vote, the matter must be referred to the secretary (or such other person as may be authorised by the directors for this purpose) for determination and that determination shall be final.
- (7) Voting papers and electronic votes are to be counted on the basis that the 3 Nominees with the greatest number of votes in favour of their appointment will take office as Member Directors. If 2 or more such Nominees have the same number of votes in favour of their appointment, the secretary (or such other person as may be authorised by the directors for this purpose) must determine by lot the Nominee who is deemed to have the greater (or greatest, as applicable) number of votes in favour of their appointment for the purpose of this rule 5.1(i)(7).
- (8) The election will not be invalid merely because:
- (A) a Club Member did not receive a voting paper at his or her postal or electronic address;
  - (B) a voting paper forwarded by a Club Member was not received or was not received by or before a particular time;

- (C) an electronic vote was not received or was not received by or before a particular time (whether due to a technical malfunction or otherwise); or
  - (D) a Club Member was unable to vote electronically (whether due to a technical malfunction or otherwise).
- (j) The:
- (1) retirement of a Member Director from office under rule 5.1(e); and
  - (2) the taking of the office of Member Director by each successful Nominee to the office,
- take effect at the conclusion of the first annual general meeting following the ballot.

## 5.2 Removal of directors and vacation of office

- (a) The office of a director becomes vacant:
  - (1) in the circumstances prescribed by the Corporations Law; or
  - (2) if the director resigns by notice in writing to the Club.
- (b) Subject to rule 5.2(c), the remaining Member Directors may appoint any natural person to fill the office vacated by a Member Director whose office has become vacant in the circumstances set out in rule 5.2(a).
- (c) A person appointed under rule 5.2(b) to fill the office vacated by a Member Director must retire at the next annual general meeting. The office vacated by that person must be filled in accordance with the procedures set out in rules 5.1(g), (h), (i) and (j) (amended to the extent necessary to reflect the fact that there may be less than 3 offices to be filled).

## 5.3 Remuneration of directors

- (a) Each director is entitled to such remuneration out of the funds of the Club as:
  - (1) the Club in general meeting approves by resolution; and
  - (2) the Manager approves or agrees under the Club Management Agreement.
- (b) The remuneration of a director may be a share of a fixed sum determined by the Club to be the remuneration payable to all directors, which is to be divided between the directors in the proportions agreed between them or, failing agreement, equally, and will be taken to accrue from day to day.
- (c) In addition to his or her remuneration under rule 5.3(a), a director is entitled to be paid all travelling and other expenses properly incurred by that director in connection with the affairs of the Club, including attending and returning from meetings of the directors or of committees of the directors.
- (d) If a director renders or is called upon to perform extra services or to make any special exertions in connection with the affairs of the Club, the

directors may arrange for a special remuneration to be paid to that director, either in addition to or in substitution for that director's remuneration under rule 5.3(b).

- (e) Nothing in rule 5.3(a) restricts the remuneration to which a director may be entitled as an officer of the Club or of a related body corporate in a capacity other than director, which may be either in addition to or in substitution for that director's remuneration under rule 5.3(a).

#### 5.4 **Membership qualification**

A director is not required to be a Club Member to qualify for appointment. A director who is not a Club Member is nevertheless entitled to attend and speak at general meetings.

#### 5.5 **Interested directors**

- (a) A director may hold any other office or place of profit (other than auditor) in the Club in conjunction with his or her directorship and may be appointed to that office or place upon such terms as to remuneration, tenure of office and otherwise as the directors think fit.
- (b) A director of the Club may be or become a director or other officer of, or otherwise interested, as a shareholder or otherwise, in, any body corporate promoted by the Club or in which the Club may be interested or which provides services to the Club (including the Manager), and is not accountable to the Club 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 Club 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 notwithstanding that 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 he or she is a director from contracting with the Club in any respect including, without limitation:
  - (1) selling any property to, or purchasing any property from, the Club;
  - (2) lending any money to, or borrowing any money from, the Club with or without interest and with or without security;
  - (3) guaranteeing the repayment of any money borrowed by the Club for a commission or profit;
  - (4) underwriting or guaranteeing the subscription for securities in the Club or any body corporate promoted by the Club or in which the Club may be interested as a shareholder or otherwise, for a commission or profit; or

- (5) being employed by the Club or acting in any professional capacity (other than auditor) on behalf of the Club.
- (e) No contract made by a director with the Club and no contract or arrangement entered into by or on behalf of the Club 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 Club is liable to account to the Club for any profit realised by or under any such 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 rule 5.5(h), a director who is in any way interested in any contract or arrangement or proposed contract or arrangement entered into or to be entered into by or on behalf of the Club may, despite that interest, be present at any meeting of directors considering the contract or arrangement or proposed contract or arrangement and may vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- (h) Rule 5.5(g) does not apply if, and to the extent that, it would be contrary to the Corporations Law.
- (i) The directors may make regulations requiring the disclosure of interests that a director, and any person deemed by the directors to be related to or associated with the director, may have in any matter concerning the Club and any regulations made under this rule will bind all directors.

## 5.6 Powers and duties of directors

- (a) The business of the Club is to be managed by or under the direction of the directors who may exercise all the powers of the Club except any powers that the Corporations Law or this constitution requires the Club to exercise in general meeting.
- (b) Without limiting the generality of rule 5.6(a), the directors may exercise the powers referred to in the following paragraphs of this rule 5.6.
- (c) The directors may exercise all the powers of the Club to borrow or otherwise raise money or deal with, sell or otherwise dispose of or part with possession of, or create, permit or agree to any interest or encumbrance over, the present and future undertaking, assets, property or rights of the Club.
- (d) The directors may determine how cheques, promissory notes, bankers' drafts, bills of exchange or other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by or on behalf of the Club.
- (e) The directors may pay out of the Club's funds all expenses of the promotion, formation and registration of the Club and the vesting in it of the assets acquired by it.

- (f) The directors may:
- (1) appoint or employ any person to be an officer, agent or attorney of the Club for such purposes with such powers, discretions and duties (including powers, discretions and duties vested in or exercisable by the directors), for such period and upon such conditions as they think fit;
  - (2) authorise an officer, agent or attorney to delegate all or any of the powers, discretions and duties vested in the officer, agent or attorney; and
  - (3) subject to any contract between the Club and the relevant officer, agent or attorney, remove or dismiss any officer, agent or attorney of the Club at any time, with or without cause.
- (g) A power of attorney may contain such provisions for the protection and convenience of the attorney or persons dealing with the attorney as the directors think fit.

### 5.7 Club Management Agreement

- (a) The directors may enter into the Club Management Agreement on such terms and conditions as the directors think fit, but the Club Management Agreement must give effect to the following provisions of this rule 5.7.
- (b) The Club must appoint SAM to manage the business and operations of the Club on the terms and conditions of the Club Management Agreement.
- (c) Under the Club Management Agreement, the Club must agree that, during the term of the Club Management Agreement:
- (1) to the extent permissible by law, it will not itself provide, nor engage, authorise or permit any person other than SAM to provide, services that are the same as or similar to the services provided by SAM under the Club Management Agreement or to manage the business or operations of the Club;
  - (2) it will not without the prior written agreement of SAM:
    - (A) deal with, sell or otherwise dispose of or part with possession of, or create, permit or agree to any interest or encumbrance over, the present and future undertaking, assets, property or rights of the Club;
    - (B) borrow or otherwise raise any money, deal on credit, give any guarantee or indemnity or do anything to obtain or manage Annual Subscriptions, special levies or any other receipts, income or revenue, including by way of special levies;
    - (C) arrange for cheques, promissory notes, bankers' drafts, bills of exchange or other negotiable instruments to be signed, drawn, accepted, endorsed or otherwise executed by or on behalf of the Club;

- (D) pay out of the Club's funds any expenses of the promotion, formation and registration of the Club and the vesting in it of the assets acquired by it;
  - (E) employ or engage any person; or
  - (F) enter into any contract;
- (3) it will grant to SAM the exclusive right to exploit the rights, property and assets of the Club including the database of Club Members and to retain for SAM's benefit any revenue and other benefits resulting from any such exploitation.

#### 5.8 **Proceedings of directors**

- (a) The directors may meet together for the despatch of business and adjourn and otherwise regulate their meetings as they think fit.
- (b) The contemporaneous linking together by telephone or other method of audio or audio visual communication of a number of the directors sufficient to constitute a quorum, constitutes a meeting of the directors and all the provisions of this constitution relating to meetings of the directors apply, so far as they can and with such changes as are necessary, to meetings of the directors by telephone or audio or audio visual communication.
- (c) A director participating in a meeting by telephone or audio or audio visual communication is to be taken to be present in person at the meeting.
- (d) A meeting by telephone or audio or audio visual communication is to be taken to be held at the place determined by the chairperson of the meeting but at least one of the directors involved must have been at that place for the duration of the meeting.

#### 5.9 **Calling of meetings of directors**

- (a) A meeting of the directors may be called by any director.
- (b) A secretary must, on the request of any director, convene a meeting of the directors.

#### 5.10 **Notice of meetings of directors**

- (a) Subject to this constitution, notice of a meeting of directors must be given to each person who is at the time of giving the notice a director, other than a director on leave of absence approved by the directors, and to the chief executive officer of the Manager.
- (b) A notice of a meeting of directors:
  - (1) must specify the time and place of the meeting;
  - (2) need not state the nature of the business to be transacted at the meeting;
  - (3) must be given a reasonable time before the meeting;
  - (4) may be called using any technology consented to by the directors; and

- (5) will be taken to have been given to an alternate director if it is given to the director who appointed that alternate director.
- (c) A director or alternate director may waive notice of any meeting of directors by notice to the Club.
- (d) 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 or an alternate director appointed by a director does not invalidate any act, matter or thing done or resolution passed at the meeting if:
  - (1) the non-receipt or failure occurred by accident or error;
  - (2) before or after the meeting, the director or an alternate director appointed by the director:
    - (A) has waived or waives notice of that meeting under rule 5.10(c); or
    - (B) has notified or notifies the Club of his or her agreement to that act, matter, thing or resolution.
- (e) Attendance by a person at a meeting of directors waives any objection that the person and:
  - (1) if the person is a director, an alternate director appointed by that person; or
  - (2) if the person is an alternate director, the director who appointed that person as alternate director,
 may have to a failure to give notice of the meeting.

#### 5.11 Quorum at meetings of directors

- (a) No business may be transacted at a meeting of directors unless a quorum of directors is present at the time the business is dealt with.
- (b) The quorum for a meeting of directors is 2 directors, one of whom must be a Manager Director and one of whom must be a Member Director.
- (c) If a quorum of directors is not present within 30 minutes after the time appointed for a meeting of directors, the meeting must stand adjourned to the same day in the next week at the same time and place, and at the adjourned meeting any 2 directors will constitute a quorum.
- (d) A director is to be taken to be present at a meeting of directors if the director is present in person or by alternate director.

#### 5.12 Chairperson of directors

- (a) At the first directors' meeting after the annual general meeting of Club Members each year, the directors must elect one of the directors to the office of chairperson of directors. The appointment of that elected director as chairperson of directors takes effect at the conclusion of the director's meeting.

- (b) The office of chairperson of directors may, if the directors so resolve, be treated as an extra service or special exertion performed by the director holding that office for the purposes of rule 5.3(d).
- (c) The chairperson of directors must (if present within 10 minutes after the time appointed for the holding of the meeting and willing to act) preside as chairperson at each meeting of directors.
- (d) If at a meeting of directors:
  - (1) there is no chairperson of directors;
  - (2) the chairperson of directors is not present within 10 minutes after the time appointed for the holding of the meeting; or
  - (3) the chairperson of directors is present within that time but is not willing to act as chairperson of the meeting,
 the directors present must elect one of themselves to be chairperson of the meeting.

### 5.13 Decisions of directors

- (a) A meeting of directors at which a quorum is present is competent to exercise all of the authorities, powers and discretions vested in or exercisable by the directors under this constitution.
- (b) Questions arising at a meeting of directors are to be decided by a majority of votes cast by the directors present and such a decision is for all purposes a determination of the directors.
- (c) In the case of an equality of votes upon a proposed resolution, the chairperson of the meeting does not have a second or casting vote.

### 5.14 Written resolutions

- (a) The directors of the Club may pass a resolution without a directors' meeting being held if all of the directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of a document may be used for signing by directors if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last director signs.

### 5.15 Alternate directors

- (a) A director may appoint a person to be the director's alternate director for such period as the director thinks fit. A Manager Director's alternate must be approved by the other Manager Directors and a Member Director's alternate must be approved by the other Member Directors.
- (b) An alternate director may, but need not, be a member or a director of the Club.
- (c) One person may act as alternate director to more than one director.

- (d) An alternate director is entitled, if the appointer does not attend a meeting of directors, to attend and vote in place of and on behalf of the appointer.
- (e) An alternate director is entitled to a separate vote for each director the alternate director represents in addition to any vote the alternate director may have as a director in his or her own right.
- (f) In the absence of the appointer, an alternate director may exercise any powers that the appointer may exercise and the exercise of any such power by the alternate director is to be taken to be the exercise of the power by the appointer.
- (g) The office of an alternate director is vacated if and when the appointer vacates office as a director.
- (h) The appointment of an alternate director may be terminated at any time by the appointer even though the period of the appointment of the alternate director has not expired.
- (i) An appointment, or the termination of an appointment, of an alternate director must be in writing signed by the director who makes or made the appointment and does not take effect unless and until the Club has received notice in writing of the appointment or termination.
- (j) An alternate director is not to be taken into account in determining the minimum or maximum number of directors allowed under this constitution.
- (k) In determining whether a quorum is present at a meeting of directors, an alternate director who attends the meeting is to be counted as a director for each director on whose behalf the alternate director is attending the meeting.
- (l) An alternate director is entitled to be paid such remuneration as the directors think fit, either in addition to or in reduction of the remuneration payable to the director for whom the alternate director acts as alternate.
- (m) An alternate director is not entitled to be remunerated by the Club for his or her services as alternate director except as provided in rule 5.15(l).
- (n) An alternate director, while acting as a director, is responsible to the Club for his or her own acts and defaults and is not to be taken to be the agent of the director by whom he or she was appointed.

#### 5.16 **Committees of directors**

- (a) The directors may delegate any of their powers to a committee or committees consisting of such number of directors as they think fit. However a committee must consist of a majority of persons who are directors.
- (b) A committee to which any powers have been so delegated must exercise the powers delegated in accordance with any directions of the directors.
- (c) The provisions of this constitution applying to meetings and resolutions of directors apply, so far as they can and with such changes as are necessary, to meetings and resolutions of a committee of directors.

- (d) Membership of a committee of directors may, if the directors so resolve, be treated as an extra service or special exertion performed by the members for the purposes of rule 5.3(d).

#### 5.17 **Delegation to individual directors**

- (a) The directors may delegate any of their powers to one director.
- (b) A director to whom any powers have been so delegated must exercise the powers delegated in accordance with any directions of the directors.
- (c) Acceptance of such a delegation may, if the directors so resolve, be treated as an extra service or special exertion performed by the delegate for the purposes of rule 5.3(d).

#### 5.18 **Validity of acts**

An act done by a person acting as a director or by a meeting of directors or a committee of directors attended by a person acting as a director is not invalidated by reason only of:

- (a) a defect in the appointment of the person as a director;
- (b) the person being disqualified to be a director or having vacated office; or
- (c) the person not being entitled to vote,

if that circumstance was not known by the person or the directors or committee (as the case may be) when the act was done.

## **6 Executive officers and Auditor**

### 6.1 **Secretaries**

The directors must appoint at least one secretary and may appoint additional secretaries.

### 6.2 **Provisions applicable to all executive officers**

- (a) A reference in this constitution to an executive officer is a reference to a secretary appointed under this rule 6.
- (b) The appointment of an executive officer may be for such period, at such remuneration and upon such conditions as the directors think fit.
- (c) Subject to any contract between the Club and the relevant executive officer, an executive officer of the Club may be removed or dismissed by the directors at any time, with or without cause.
- (d) The directors may:
  - (1) confer on an executive officer such powers, discretions and duties (including any powers, discretions and duties vested in or exercisable by the directors) as they think fit;
  - (2) withdraw, suspend or vary any of the powers, discretions and duties conferred on an executive officer; and

- (3) authorise the executive officer to delegate all or any of the powers, discretions and duties conferred on the executive officer.
- (e) An executive officer is not required to be a Club Member to qualify for appointment.
- (f) An act done by a person acting as an executive officer is not invalidated by reason only of:
  - (1) a defect in the person's appointment as an executive officer; or
  - (2) the person being disqualified to be an executive officer,
 if that circumstance was not known by the person when the act was done.

### 6.3 Auditor

The directors must appoint the Club's auditor.

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## 7 By-laws

- (a) The directors may make, amend, repeal and re-make (with or without modifications) by-laws governing or relating to:
  - (1) the exercise by Club Members and their Bearers of the privileges conferred under this constitution;
  - (2) general meetings, including annual general meetings;
  - (3) the conduct of elections of Member Directors;
  - (4) the use of any common seal or official seal; and
  - (5) any other matters not inconsistent with the rules contained in this constitution.
- (b) Any by-laws must be consistent with this constitution and agreed to by the Manager under the Club Management Agreement.
- (c) Each Club Member and Bearer is bound to observe and comply with the by-laws of the Club in force from time to time.
- (d) The directors may adopt any procedures they think fit for informing members of, or obtaining their opinions about, the by-laws or any proposed amendment, repeal, re-making or modification of the by-laws.

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## 8 Execution of documents

### 8.1 Manner of execution

The Club may execute a document in any manner permitted by the Corporations Law.

### 8.2 Seals

The Club may have a common seal. If the Club has a common seal, rules 8.3 to 8.6 will apply.

**8.3 Safe custody of seal**

The directors must provide for the safe custody of the seal.

**8.4 Use of seal**

- (a) The seal must 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.
- (b) The authority to use the seal may be given before or after the seal is used.
- (c) Until the directors otherwise determine, every document to which the seal is affixed must be signed by a director and 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.

**8.5 Seal register**

- (a) The Club must keep a seal register and, upon the affixing of the seal to any document, must enter in the seal register particulars of the document, giving in each case the date of the document, the names of the parties to the document, a short description of the document and the names of the persons signing and countersigning the document under rule 8.4(c).
- (b) The seal register must be produced at meetings of directors for confirmation of the use of the seal since confirmation was last given under this rule 8.5(b).
- (c) Failure to comply with rule 8.5(a) or (b) does not invalidate any document to which the seal is properly affixed.

**8.6 Official seal**

- (a) The Club may have, for use in place of its common seal outside the state or territory where its common seal is kept, one or more official seals, each of which must be a facsimile of the common seal of the Club with the addition on its face of the name of the place where it is to be used.
- (b) A document sealed with an official seal is to be taken as having been sealed with the common seal of the Club.

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## **9 Income and Property**

- (a) The Annual Subscriptions, special levies and other receipts of the Club, and the income and property of the Club, must not be paid or transferred directly or indirectly by way of bonus or otherwise by way of profit to a Club Member.
- (b) Nothing in this constitution will prevent the payment:
  - (1) in good faith of reasonable and proper remuneration to any officer or employee of the Club or to any Club Member or other person in return for any service actually rendered to the Club; or

- (2) for goods supplied in the ordinary and usual course of business; or
- (3) of interest on money borrowed by the Club; or
- (4) of reasonable and proper rent for premises leased to the Club by any Club Member.

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## 10 Winding up

### 10.1 Contribution by Club Members

Each Club Member undertakes to contribute to the Club's property if the Club is wound up while he or she is a Club Member or within one year after he or she ceases to be a Club Member, for payment of the Club's debts and liabilities contracted before he or she ceases to be a Club Member, for the costs, charges and expenses of winding up and for adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding \$10.

### 10.2 Winding up of the Club

- (a) If upon the winding up of the Club there remains after satisfaction of all of its debts and liabilities any property, then, subject to rule 10.2(b), that property must be paid or distributed only to some other entity having objects similar to the objects of the Club and whose constitution prohibits the distribution of its income and property among its members to an extent at least as great as imposed on the Club under this constitution, which entity may be determined by the directors of the Club at or before the time of winding up or, failing any such determination, by the Supreme Court of New South Wales.
- (b) If the Club is wound up before 31 January 2031 (the **Final Date**), each Platinum Member is entitled to receive out of the surplus property of the Club and in priority to any other payment or distribution an amount equal to the proportion of the once only subscription fee paid by the Platinum Member which is attributable to the period from the date of commencement of the winding up to the Final Date.
- (c) The liquidator may determine the proportion of the once only subscription fee paid by a Platinum Member attributable to the period from the date of commencement of the winding-up to the Final Date and the determination of the liquidator is binding on all Club Members.

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## 11 Minutes and records

### 11.1 Minutes

The directors must cause minute books to be kept in which are recorded:

- (a) proceedings and resolutions of meetings of the Club Members;
- (b) proceedings and resolutions of directors' meetings (including meetings of any committees of the directors); and

- (c) resolutions passed by the directors without a meeting.

## 11.2 **Signing of minutes**

- (a) Except in the case of resolutions passed without a meeting, those minutes must be signed within a reasonable time after the meeting by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next meeting.
- (b) The directors must ensure that minutes of the passing of a resolution without a meeting are signed by a director within a reasonable time after the resolution is passed.

## 11.3 **Minutes as evidence**

Any minutes of a meeting purporting to be signed by the chairperson of the meeting or of the next meeting are (in the absence of proof to the contrary) sufficient evidence of:

- (a) the matters stated in the minutes of the meeting;
- (b) the meeting having been duly convened and held; and
- (c) the validity of all proceedings at the meeting.

## 11.4 **Inspection of records**

- (a) Subject to rule 11.4(c), the directors may determine whether and to what extent, and at what times and places and under what conditions, the minute books, accounting records and other documents of the Club or any of them will be open to the inspection of Club Members.
- (b) A Club Member does not have the right to inspect any minute books, accounting records or other documents of the Club except as provided by law or authorised by the directors.
- (c) The directors must ensure that the minute books for the meetings of the Club Members are open for inspection by Club Members free of charge.

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# 12 **Notices**

## 12.1 **Notices by the Club to the Club Member**

- (a) A notice may be given by the Club to a Club Member:
  - (1) personally to the Club Member;
  - (2) by sending it by post to the Club Member's address as shown in the register of members or such other address as is nominated by the Club Member;
  - (3) by sending it to the fax number or electronic address (if any) nominated by the Club Member; or

- (4) if the Club Member has not supplied to the Club an address for the giving of notices, by exhibiting it at the registered office of the Club.
- (b) The fact that a person has supplied a fax number or electronic address for the giving of notices does not require the Club to give any notice to that person by fax or to that electronic address.
- (c) A signature to any notice given by the Club to a Club Member under this rule 12.1 may be in writing or a facsimile signature printed or affixed by some mechanical, electronic or other means.
- (d) A certificate signed by a director or secretary of the Club to the effect that a notice has been given in accordance with this constitution is conclusive evidence of that fact.

## 12.2 Notices by the Club to directors

Subject to this constitution, a notice may be given by the Club to a director:

- (1) personally to the director;
- (2) by sending it by post to the director's or alternate director's usual residential or business address or such other address as the director or alternate director has supplied to the Club for the giving of notices;
- (3) by sending it to the fax number or electronic address (if any) nominated by the director; or
- (4) by using such other technology as is approved by the directors by resolution from time to time.

## 12.3 Notices by Club Members or directors to the Club

Subject to this constitution, a notice may be given by a Club Member, a director or an alternate director to the Club by serving it on the Club at, or by sending it by post to, the registered office of the Club or by facsimile transmission to the principal fax number at the registered office of the Club.

## 12.4 Time of service

- (a) Where a notice is sent by post, service of the notice is to be taken to be effected, if a prepaid envelope containing the notice is properly addressed and placed in the post, on the day after the date of its posting.
- (b) Where a notice is sent by fax or other electronic means, service of the notice is to be taken to be effected, if the correct fax number appears on the transmission report generated by the sender's fax machine, at the time the fax is sent.
- (c) Where the Club gives a notice under rule 12.1(a)(4) by exhibiting it at the registered office of the Club, service of the notice is to be taken to be effected when the notice was first so exhibited.

**12.5 Other communications and documents**

Rules 12.1 to 12.4 (inclusive) apply, so far as they can and with any necessary changes, to the service of any communication or document.

**12.6 Notices in writing**

A reference in this constitution to a notice in writing includes a notice given by fax or other electronic means or by any other form or means permitted by this constitution.

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**13 Indemnity and insurance**
**13.1 Persons to whom rules 13.2 and 13.4 apply**

Rules 13.2 and 13.4 apply:

- (a) to each person who is or has been a director, alternate director or executive officer (as defined in rule 6.2(a)) of the Club;
- (b) to such other officers or former officers of the Club as the directors in each case determine.

**13.2 Indemnity**

The Club:

- (a) must indemnify; and
- (b) if requested by a person to whom this rule 13.2 applies enter into a deed indemnifying,

on a full indemnity basis and to the full extent permitted by law, each person to whom this rule 13.2 applies for all losses or liabilities incurred by the person as an officer of the Club including without limitation a liability for negligence or for reasonable costs and expenses incurred:

- (c) 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
- (d) in connection with an application, in relation to such proceedings, in which the court grants relief to the person under the Corporations Law.

**13.3 Extent of indemnity**

The indemnity in rule 13.2:

- (a) is a continuing obligation and is enforceable by a person to whom rule 13.2 applies, even though that person may have ceased to be an officer of the Club; and
- (b) operates only to the extent that the loss or liability is not covered by insurance.

**13.4 Insurance**

The Club may, to the extent permitted by law:

- (a) purchase and maintain insurance; or
- (b) pay or agree to pay a premium for insurance,

for any person to whom this rule 13 applies against any liability incurred by the person as an officer of the Club including without limitation a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome.

### 13.5 **Savings**

Nothing in rule 13.2 or 13.4:

- (a) affects any other right or remedy that a person to whom those rules apply may have in respect of any loss or liability referred to in those rules; or
- (b) limits the capacity of the Club to indemnify or provide insurance for any person to whom those rules do not apply.

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## **14 Amendment of this constitution**

### 14.1 **Amendment by special resolution**

Subject to rule 14.2, the Club may modify or repeal this constitution, or a provision of this constitution, by special resolution.

### 14.2 **Additional requirement**

A special resolution modifying or repealing this constitution or a provision of this constitution does not have any effect unless the Manager agrees to the modification or repeal under the Club Management Agreement.

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## **15 General**

### 15.1 **Submission to jurisdiction**

Each Club Member submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts which may hear appeals from those courts.

### 15.2 **Prohibition and enforceability**

- (a) Any provision of, or the application of any provision of, this constitution which is prohibited in any place is, in that place, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this constitution which is void, illegal or unenforceable in any place does not affect the validity, legality or enforceability of that provision in any other place or of the remaining provisions in that or any other place.

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## Schedule 1 - Privileges of Club Members

In this Schedule 1:

**Commercial Rights Agreement** has the meaning given in the Project Agreement;

**Gold Members' Facilities** means the Gold Members' Reserve and all food and beverage facilities including bars, lounges and dining areas in the Stadium dedicated for use by Gold Members;

**Gold Members' Reserve** means the seating area of a maximum of 17,200 seats in the lower, mid and upper tiers of the Western stand of the Stadium allocated for use by Gold Members for an event in the Stadium;

**Government** means the Crown in right of the State of New South Wales;

**OCA** means the Olympic Co-ordination Authority;

**Platinum Members' Facilities** means the Platinum Members' Reserve and all food and beverage facilities including bars, lounges and dining areas in the Stadium dedicated for the use by Platinum Members;

**Platinum Members' Reserve** means the seating area of a maximum of 1,200 seats in the mid tier of the Western stand of the Stadium accessed through level 5 dedicated for use by Platinum Members for an event in the Stadium;

**Project Agreement** has the meaning given in the Unit Trust Deed;

**SOCOG** has the meaning given in the Project Agreement;

**Stadium** has the meaning given in the Unit Trust Deed;

**Unit Trust Deed** means the deed poll dated 19 January 1996 by Australia Stadium 2000 Limited ACN 069 458 279 as amended; and

**Venue Agreement** has the meaning given in the Project Agreement.

### A. Gold Members' Rights

1 Subject to paragraphs 2, 3, 4 and 5 below and rule 3.21 of this constitution, each Gold Member will be entitled to the following during the period on and from the first event held at the Stadium until the termination or expiry of the lease of the Stadium from OCA to SAT:

- (a) Assured seating and access to all the Gold Members' Facilities (access being through entrances separate from general attendees but which may be shared with Platinum Members and corporate attendees) for all sporting events held at the Stadium for no additional charge.
- (b) Assured seating and access to the Gold Members' Facilities upon booking in accordance with relevant procedures and payment of full ticket prices to all concerts and other non-sporting events held at the Stadium.
- (c) Booking rights for one car space on event days in the car parks in the vicinity of the Stadium (not including those in the Stadium basement), subject to the establishment of a reservation system, limits on availability and payment of any relevant parking fees (as referred to in Schedule 14 of the Project Agreement).

- (d) Where more than one Gold Membership of the Club is held by a Club Member, each additional Gold Membership may be used by a Bearer.
  - (e) The right, after the allocation of tickets to all Gold Members and their Bearers has been completed, for Gold Members and Bearers (but not both in respect of the same Gold Membership) to purchase on a first come first served basis up to three additional tickets at their full price to be used by guests accompanied by Gold Members or Bearers at any event referred to in paragraphs 1(a) and (b) above, subject to availability of sufficient seating within the Gold Members' Reserve.
- 2 All Gold Members' Stadium attendance access and car parking rights shall be suspended during periods of hire by the Government.
- 3 All Gold Members' Stadium attendance access and car parking rights shall also be suspended or restricted during certain events to be staged by or jointly with SOCOG as set out below:
- (a) during the Olympic Games and Paralympic Games periods (defined as the "Games Period" in the Venue Agreement), in respect of which all such rights shall be suspended;
  - (b) during the Pre-Games and Post-Games Period (as defined in the Venue Agreement), during which time Gold Members' usual rights are not suspended but will be subject to SOCOG's rights to install and/or remove its fitout requirements;
  - (c) during the Test Event Periods (as defined in the Venue Agreement), during which time all such rights will be suspended other than that the Club must endeavour to ensure that SOCOG will provide one assured ticket for each Gold Member in the Stadium in seating allocated by SOCOG for the First and Second Test Events for no additional charge;
  - (d) for the Preliminary Test Event (as referred to in Appendix 9 of the Commercial Rights Agreement), for which event all such rights are suspended other than that the Club must endeavour to ensure that SOCOG will provide one assured ticket for each Gold Member in the Gold Member's Reserve with full access to the other Gold Member Facilities for no additional charge;
  - (e) during the Major Cultural Events (as referred to in Appendix 9 of the Commercial Rights Agreement), for which events all such rights are suspended other than that SOCOG will assure Gold Members the right to attend the events in the Gold Members' Reserve with full access to the other Gold Members' Facilities for no additional charge; and
  - (f) for the Stadium Opening Event (as defined in the Commercial Rights Agreement), for which event Gold Members will have full attendance rights and full access to the Gold Members' Facilities for no additional charge.
- 4 Assured seating in the Stadium (wherever allocated) upon application in accordance with relevant procedures and payment of full ticket prices for major international sporting competition events (such as the Rugby Union World Cup, Rugby League World Cup and Soccer World Cup), where hosted at the Stadium by an organisation other than the Government, its instrumentalities or SOCOG. Gold Members access to the Gold Members' facilities may be suspended during these periods.
- 5 The Club may develop booking procedures and all Club Members' rights of attendance, access and parking shall be subject to compliance with those procedures.

- 6 Each Club Member shall have one vote for each Gold Membership held by him or her at all general meetings of Club Members or meetings of Gold Members.
- 7 A Gold Member may permit a Bearer to use his or her Membership Card in accordance with this constitution, the by-laws and all other procedures and rules determined by the Club.
- 8 Subject to this constitution, the by-laws and all other procedures and rules determined by the Club, a Bearer holding the Membership Card of a Gold Member is entitled to exercise the Event Day Privileges (but no other rights or privileges) otherwise exercisable by the Gold Member.
- 9 The Club may determine procedures and rules relating to the conduct and misconduct of a Bearer, the suspension, cessation or revocation of the rights of a Bearer and any other matters in any way related to the exercise by a Bearer of the privileges conferred under this constitution or by the by-laws. A Bearer and the Club Member whose Membership Card is held by the Bearer must comply with all such procedures and rules.
- 10 Any determination made by the Club under paragraph 9 must be agreed to in writing by the Manager.

**B. Platinum Members' Rights**

- 1 Subject to paragraphs 2, 3, 4 and 5 below and rule 3.21 of this constitution, each Platinum Member will be entitled to the following during the period on and from the first event held at the Stadium until the termination or expiry of the lease of the Stadium from OCA to SAT:
- (a) The right for the Platinum Member and a guest to attend the Stadium, with access to all Platinum Members' Facilities and Gold Members' Facilities through an entrance separate from general attendees (although such entrance may be shared with Gold Members and corporate attendees) for all sporting and non-sporting events held at the Stadium for no additional charge.
  - (b) Booking rights for one car space on event days, for no charge for booking or for parking, in the car park immediately adjacent to the Stadium or, if the Club is not able to secure satisfactory terms with the operator of that car park, then in one of the car parks in the vicinity of the Stadium (not including those in the Stadium basement).
  - (c) The right, after the allocation of tickets to all Gold Members, Bearers and their guests under paragraph 1(d) and 1(e) of Part A of Schedule 1, to purchase up to 3 guest tickets for unallocated seats in the Gold Members' Reserve.
- 2 All Platinum Members' Stadium attendance access and car parking rights shall be suspended during periods of hire by the Government.
- 3 All Platinum Members' Stadium attendance access and car parking rights shall also be suspended or restricted during certain events to be staged by or jointly with SOCOG as set out below:
- (a) during the Olympic Games and Paralympic Games periods (defined as the "Games Period" in the Venue Agreement), in respect of which all such rights shall be suspended;
  - (b) during the Pre-Games and Post-Games Period (as defined in the Venue Agreement), during which time Platinum Members' usual rights are not suspended

- but will be subject to SOCOG's rights to install and/or remove its fitout requirements;
- (c) during the Test Event Periods (as defined in the Venue Agreement), during which time all such rights will be suspended other than that SOCOG will provide two assured tickets for each Platinum Member in the Stadium in seating allocated by SOCOG for no additional charge;
  - (d) for the Preliminary Test Event (as referred to in Appendix 9 of the Commercial Rights Agreement), for which event all such rights are suspended other than that SOCOG will provide two assured tickets for each Platinum Member in the Platinum Member's Reserve with full access to the other Platinum and Gold Member Facilities for no additional charge;
  - (e) during the Major Cultural Events (as referred to in Appendix 9 of the Commercial Rights Agreement), for which events all such rights are suspended other than that SOCOG will assure Platinum Members the right to attend the events in the Platinum Members' Reserve with full access to the other Platinum and Gold Members' Facilities for no additional charge; and
  - (f) for the Stadium Opening Event (as defined in the Commercial Rights Agreement), for which event Platinum Members and a guest will have full attendance rights and full access to the Platinum and Gold Members' Facilities for no additional charge.
- 4 (a) The right for the Platinum Member and a guest to attend the Stadium, with access to all Platinum Members' Facilities and Gold Members' Facilities through an entrance separate from general attendees upon application in accordance with relevant procedures for no additional charge for major international sporting competition events (such as the Rugby Union World Cup, Rugby League World Cup and Soccer World Cup), where hosted at the Stadium by an organisation other than the Government, its instrumentalities or SOCOG. Should seating in the Platinum Members' Reserve not be available for the guest, the guest (with contiguous seating for the Platinum Members, if desired) may be seated in the Gold Members' Reserve; and
- (b) Booking rights for one car space on event days for such major international sporting competition events for no charge in the car park immediately adjacent to the Stadium or, if the Club is not able to secure satisfactory terms with the operator of that car park, then in one of the car parks in the vicinity of the Stadium (not including those in the Stadium basement).
- 5 The Club may develop booking procedures and all Club Members' rights of attendance, access and parking shall be subject to compliance with those procedures.
- 6 Each Club Member shall have two votes for each Platinum Membership held by him or her at all general meetings of Club Members or meetings of Platinum Members.
- 7 Subject to prior payment of the Platinum Bearer Fee, a Platinum Member may permit a Bearer to use his or her Membership Card in accordance with this constitution, the by-laws and all other procedures and rules determined by the Club.
- 8 Subject to this constitution, the by-laws and all other procedures and rules determined by the Club, a Bearer holding the Membership Card of a Platinum Member is entitled to exercise the Event Day Privileges (but no other rights or privileges) otherwise exercisable by the Platinum Member.

- 9 The Club may determine procedures and rules relating to the conduct and misconduct of a Bearer, the suspension, cessation or revocation of the rights of a Bearer and any other matters in any way related to the exercise by a Bearer of the privileges conferred under this constitution or by the by-laws. The Bearer and the Club Member whose Membership Card is held by the Bearer must comply with all such procedures and rules.
- 10 Any determination made by the Club under paragraph 9 must be agreed to in writing by the Manager.
- 11 The Platinum Bearer Fee is, at the option of a Platinum Member:
- (a) \$2,000 (inclusive of GST) payable once only in any year; or
  - (b) for any calendar year or part of a calendar year, an annual fee calculated in accordance with sub-paragraph (c) and (d) and payable in advance.
  - (c) The amount of the annual Platinum Bearer Fee payable for the period ending 31 December 2009 is \$175 (inclusive of GST).
  - (d) The amount of the annual Platinum Bearer Fee payable for the year commencing on 1 January 2010 and for each year commencing on 1 January thereafter will be the greater of:
    - (1) the annual Platinum Bearer Fee payable for the immediately preceding year increased in accordance with item C; and
    - (2) the annual Platinum Bearer Fee payable for the immediately preceding year increased in accordance with item D,
 inclusive of GST and rounded up where necessary to the nearest whole dollar.
  - (e) The annual Platinum Bearer Fee payable for any year must not be less than the annual Platinum Bearer Fee payable for the immediately preceding year.
  - (f) In this Schedule 1, Review Date means 1 January in the relevant year.

### C. Increase by CPI

- (a) The annual Platinum Bearer Fee payable for the year commencing on 1 January 2010 and for each year commencing on 1 January thereafter must be calculated for the purposes of sub-paragraph 11(d)(1) in item B above in accordance with the following formula:

$$AS(\text{New}) = AS(\text{Old}) \times \frac{a}{b}$$

Where:

**AS(New)** is the annual Platinum Bearer Fee (inclusive of GST) payable for the relevant year;

**AS(Old)** is the annual Platinum Bearer Fee payable for the year immediately preceding the relevant year;

**a** is the Index Number published in respect of the quarter ending 30 September immediately prior to 1 January of the relevant year; and

**b** is the Index Number published in respect of the quarter ending 30 September immediately prior to the date which is 12 months prior to 1 January of the relevant year.

- (b) In sub-paragraph (a), **Index Number** in relation to a quarter means the All Groups Consumer Price Index number, being the weighted average of the 8 capital cities published by the Australian Statistician in respect of that quarter. If at any time the Australian Statistician has changed or changes the reference base for the Consumer Price Index referred to above then, for the purposes of this sub-paragraph (b), after the change has taken place regard is to be had only to Index Numbers published in terms of the new reference base.
- (c) If either:
- (1) the Australian Statistician does not publish an Index Number in respect of a quarter; or
  - (2) there is a material change in the manner in which the Index Number is calculated, other than a change in the reference base as referred to in sub-paragraph (b),

the Club must appoint an actuary who will determine as an expert, in the case of sub-paragraph (c)(1), a suitable Index Number and, in the case of sub-paragraph (c)(2), what change (if any) is required to the published Index Number.

#### D. Increase by average price of Public Tickets

- (a) The annual Platinum Bearer Fee payable for the year commencing on the Review Date must be calculated for the purposes of sub-paragraph 11(d)(2) in item B in accordance with the following formula:

$$\text{AS(New)} = \text{AS(Old)} \times \frac{a}{b}$$

Where:

**AS(New)** is the annual Platinum Bearer Fee (inclusive of GST) payable for the year commencing on the Review Date;

**AS(Old)** is the annual Platinum Bearer Fee payable for the year immediately preceding the year commencing on the Review Date;

**a** is the Annual Yield in respect of the period of 12 months ending on 30 September immediately prior to the Review Date; and

**b** is the Annual Yield in respect of the period of 12 months ending on 30 September immediately prior to the date which is 12 months prior to the Review Date.

- (b) In this item D:

**Annual Yield** is the sum of the Average Ticket Prices for each Event held during the relevant period of 12 months divided by the number of Events held during the period;

**Average Ticket Price** is the total gross proceeds from the sale of Public Tickets to an Event (after deducting any amount representing GST) divided by the number of Public Tickets to that Event that were sold;

**Event** is a sporting event of a kind that was held at the Stadium during both of the periods of 12 months referred to in the definitions of **a** and **b** in item D(a) of this Schedule and which Club Members were entitled to attend at no cost; and

**Public Ticket** is a general admission ticket to an Event and excludes tickets made available at no cost to Club Members and the guests of Club Members.

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## Schedule 2 - Underwriters

1 In this Schedule 2:

**Agency Agreement** means the agency agreement dated 5 August 1998 between SAM, Tower Hill Investment Managers Limited ACN 074 086 123 and each of the Underwriters;

**Stadium Gold** means Stadium Gold Pty Limited ACN 078 032 354;

**Underwriters** means:

- (1) ABN AMRO Australia Limited ACN 000 862 797;
- (2) ANZ Underwriting Limited ACN 000 913 271;
- (3) Deutsche Holdings Australia Limited ACN 003 245 341;
- (4) Hambros Australia Limited ACN 000 387 146;
- (5) Multiplex Constructions Pty Limited ACN 008 687 063; and
- (6) Macquarie Equity Capital Markets Limited ACN 001 374 572; and

**Unsold Gold Membership** has the same meaning as in the Agency Agreement.

2 Where an Underwriter nominates, or directs Stadium Gold to nominate, a person as a Gold Member in respect of an Unsold Gold Membership under the constitution of SAM and the Agency Agreement, this Schedule 2 applies in respect of the Gold Membership derived from the Unsold Gold Membership and in respect of the Gold Member in his or her capacity as holder of the Gold Membership, but only while the relevant Unsold Gold Membership remains an Unsold Gold Membership.

3 In respect of the Gold Member or Gold Members nominated by a particular Underwriter, or nominated by Stadium Gold as directed by a particular Underwriter, that Gold Member, or those Gold Members together, (as the case may be) are only entitled to exercise during any year the privileges referred to in items 1 and 4 of Part A of Schedule 1 attaching to a maximum of 5% (rounded up to the nearest whole number) of all of the Gold Memberships held by that Gold Member or those Gold Members (as the case may be) as at 1 January in the relevant year.

4 Without prejudice to the obligations of the Underwriters under clause 14 of the Agency Agreement, each of those Gold Members is not obliged to pay any Annual Subscriptions in respect of those Gold Memberships.

5 Notwithstanding the provisions of rules 3.9 and 3.19, each of those Gold Members will not be entitled to exercise the rights conferred under rule 3.9 in respect of that Gold Membership or those Gold Memberships. However, an Underwriter may exercise the rights conferred on a Club Member under rule 3.9 in respect of all of the Gold Memberships held by the Gold Member or Gold Members nominated by the Underwriter, or nominated by Stadium Gold as directed by the Underwriter, without liability for the Administration Charge.

6 In respect of each of the persons a particular Underwriter (a **Relevant Underwriter**) has nominated, or has directed Stadium Gold to nominate, as a Gold Member (a **Nominated Person** which expression includes a replacement of the Nominated Person under this item 6):

- (a) the Relevant Underwriter may from time to time by written notice to the Club remove and replace the Nominated Person and upon receipt by the Club of the notice, the Club must alter the register of members accordingly;
- (b) a Nominated Person may not exercise the rights conferred on a Club Member under rule 3.8 or rule 3.9 in respect of a Gold Membership derived from an Unsold Gold Membership without the prior written consent of the Relevant Underwriter; and
- (c) if the Nominated Person dies, then:
  - (1) the Relevant Underwriter may, by written notice to the Club, replace the deceased Nominated Person; and
  - (2) the legal personal representative of the deceased Nominated Person may only exercise the rights conferred under rule 3.10 in respect of a Gold Membership derived from an Unsold Gold Membership if the Relevant Underwriter has not notified the Club under item 6(c)(1) within 30 days of the Relevant Underwriter becoming aware of the death of the Nominated Person.

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## Schedule 3 - Calculation of Annual Subscription (rule 3.6)

### 1 Annual Subscriptions - Gold Members

Subject to item 4 below;

- (a) The amount of the Annual Subscription payable for the year commencing on 1 January 1999 is \$270.
- (b) The amount of the Annual Subscription payable for the year commencing on 1 January 2000 will be the Annual Subscription payable for the immediately preceding year increased in accordance with item 2.
- (c) The amount of the Annual Subscription payable for the year commencing on 1 January 2001 and for each year commencing on 1 January thereafter will be the greater of:
  - (1) the Annual Subscription payable for the immediately preceding year increased in accordance with item 2; and
  - (2) the Annual Subscription payable for the immediately preceding year increased in accordance with item 3.
- (d) The Annual Subscription payable for any year must not be less than the Annual Subscription payable for the immediately preceding year.
- (e) In this Schedule 3, **Review Date** means 1 January in the relevant year.

### 2 Increase to Annual Subscription by CPI

Subject to item 4 below;

- (a) The Annual Subscription payable for the year commencing on the Review Date must be calculated for the purposes of items 1(b) and 1(c)(1) of this Schedule 3 in accordance with the following formula:

$$AS(\text{New}) = AS(\text{Old}) \times \frac{a}{b}$$

Where:

**AS(New)** is the Annual Subscription payable for the year commencing on the Review Date;

**AS(Old)** is the Annual Subscription payable for the year immediately preceding the year commencing on the Review Date;

**a** is the Index Number published in respect of the quarter ending 30 September immediately prior to the Review Date; and

**b** is the Index Number published in respect of the quarter ending 30 September immediately prior to the date which is 12 months prior to the Review Date.

- (b) In this item 2, **Index Number** in relation to a quarter means the All Groups Consumer Price Index number, being the weighted average of the 8 capital cities, published by the Australian Statistician in respect of that quarter. If at any time the Australian Statistician has changed or changes the reference base for the Consumer Price Index referred to above then, for

the purposes of this item 2, after the change has taken place regard is to be had only to Index Numbers published in terms of the new reference base.

- (c) If either:
- (1) the Australian Statistician does not publish an Index Number in respect of a quarter; or
  - (2) there is a material change in the manner in which the Index Number is calculated, other than a change in the reference base as referred to in item 2(b),

the Club must appoint an actuary who will determine as an expert, in the case of paragraph (1), a suitable Index Number and, in the case of paragraph (2), what change (if any) is required to the published Index Number.

### 3 Increase to Annual Subscription by average price of Public Tickets

Subject to item 4 below:

- (a) The Annual Subscription payable for the year commencing on the Review Date must be calculated for the purposes of item 1(c)(2) of this Schedule 3 in accordance with the following formula:

$$AS(New) = AS(Old) \times \frac{a}{b}$$

Where:

**AS(New)** is the Annual Subscription payable for the year commencing on the Review Date;

**AS(Old)** is the Annual Subscription payable for the year immediately preceding the year commencing on the Review Date;

**a** is the Annual Yield in respect of the period of 12 months ending on 30 September immediately prior to the Review Date; and

**b** is the Annual Yield in respect of the period of 12 months ending on 30 September immediately prior to the date which is 12 months prior to the Review Date.

- (b) In this item 3:

**Annual Yield** is the sum of the Average Ticket Prices for each Event held during the relevant period of 12 months divided by the number of Events held during the period;

**Average Ticket Price** is the total gross proceeds from the sale of Public Tickets to an Event divided by the number of Public Tickets to that Event that were sold;

**Event** is a sporting event of a kind that was held at the Stadium during both of the periods of 12 months referred to in the definitions of **a** and **b** in item 3(a) of this Schedule and which Club Members were entitled to attend at no cost; and

**Public Ticket** is a general admission ticket to an Event and excludes tickets made available at no cost to Club Members and the guests of Club Members.

#### **4 Adjustment of Annual Subscription for GST**

- (a) This item 4 applies if:
  - (1) at any time a GST is introduced or, after its introduction, a relevant rate of GST is increased; and
  - (2) the Club is liable to GST in respect of part or all of any Annual Subscriptions or any rights and privileges conferred on Club Members, or GST applies in respect of part or all of any Services or any fees or amounts paid to the Manager under the Club Management Agreement, for any year or part of a year.
- (b) If this item 4 applies, then the Annual Subscriptions for the relevant year as determined under the preceding items of this Schedule must be increased to reflect the GST if they do not already reflect the GST but reduced, if necessary, to ensure that there is no price exploitation within the meaning of section 75AU of the Trade Practices Act 1974.
- (c) If after the Annual Subscriptions for any year have been invoiced or paid it is determined that this item 4 applies and the Annual Subscriptions must be increased under item 4(b), the increase must be paid by Gold Members within 30 days of being invoiced by the Club.
- (d) In relation to the application of item 3 of this Schedule for a particular year, the Annual Yield for purposes of determining the amounts represented by the variables **a** and **b** is to be computed on the basis that the Average Ticket Prices are the total gross proceeds as referred to in the definition of Average Ticket Price but after the deduction from those total gross proceeds of any amount representing GST.

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## Schedule 4 - Proxy Form (rule 4.11(a))

### STADIUM AUSTRALIA CLUB LIMITED

I, ..... of ....., being a #Platinum/Gold Member of Stadium Australia Club Limited, appoint ..... of ..... or, in his or her absence, ..... of ....., as my proxy to vote for me on my behalf at the general meeting of the Club to be held on ..... and at any adjournment of that meeting.

\*My proxy is directed to vote #in favour of/against the following resolutions:

*[insert details]*

Signed this ..... day of ..... 19..

.....

#Strike out whichever is not applicable.

\*To be inserted if desired.

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