

# **City Tattersall's Club**

**Sydney**  
Established 1895

**City Tattersall's Club Act, 1912**

**City Tattersall's Club Act  
Amendment Act, 1936**

and

**Rules of the Club**  
with all amendments up to 22 November 2021

## **Amendments to Rules since 30 October 2000**

- 1** Provisions amended by two resolutions, each passed at Annual General Meeting held on 23 March 2001: clause 3.1 “Scrutineer”, clause 4.1(a), clause 4.2(e), clause 4.2(o), clause 6.1, clause 6.10, clause 6.15, clause 43.1(d), clause 44.2, clause 53.1(b), clause 57.2, and clause 57
- 2** Provisions amended by one resolution, passed at Special General Meetings held on 7 October 2003 and 9 December 2003: clause 20.6 and clause 20.7.
- 3** Provisions amended by 7 resolutions, each passed at Special General Meetings held on 9 December 2003 and 3 February 2004: clause 3.1 “Accompanying Information”, “Business Day”, “Deadline”, “Deputy Returning Officer”, “Returning Officer”, Submitted Information” and “Voter Declaration”, clause 6.1, clauses 6.3A, 6.3B and 6.3C, clauses 6.10, 6.11 and 6.12, clauses 6.15(b), 6.15(c), 6.15(d), 6.15(e) and 6.15(f) , clause 6.15(o)(i), clause 21.5, clauses 21A.1 to 21A.19, clause 23.3(c), clauses 30.1 and 30.8, clause 31.2, clause 33.1(b), clause 41.5, and clause 53.1(b).
- 4** Provisions amended by one resolution, passed at Special General Meeting held on 5 July 2005: clause 32.5 and clause 32.6
- 5** Provisions amended by one resolution, passed at Special General Meeting held on 10 July 2007: clause 53.1
- 6** Provisions amended by 3 resolutions, each passed at Special General Meeting held on 8 November 2007: clause 20.4, clause 20.5 and clause 22.2
- 7** Provisions amended by 3 resolutions, each passed at Annual General Meeting held on 25 March 2008 and confirmed at General Meeting held on 2 December 2008: clause 3.1(a), clause 4.2(p), (q), (r) and (s), clause 6.10, clause 20.1 and 20.4
- 8** Provisions amended by 1 resolution, passed at Annual General Meeting held on May 2017 and confirmed at General Meeting held on 9 April 2018 including (other than terminology changes): clause 3.1 (changes to definitions: Accompanying Information, Annual Election, Annual Subscription, Authority, Board, Chair, Committee (deleted), Committee Member (deleted), Committee Members (deleted), Deadline, Deputy Returning Officer, Director, Gold Member, Honorary Member, Life Member, Member’s Book (deleted), Ordinary Member, Returning Officer, Scrutineer, Silver Member, Social Member, Treasurer (deleted)), new clause 3.2(h), old clause 4.2 (deleted), clause 5.2, clause 5.3, clause 5.4, new clause 5.5, new clause 6.1A, clause 6.2(a), clause 6.3(a), clause 6.3A , clause 6.4(b), old clause 6.5(deleted), clause 6.6, old clause 6.7 (deleted), clause 6.9, clause 6.12, clause 6.13, clause 6.15(g), old clauses 6.15 (i), (j) and (k) deleted, clause 6.15(i), clause 6.16, clause 6.17, clause 7.1, clause 8.1, new clauses 8.3 and 8.4, clause 12.4, new clause 12.5, clause 17.1, new clause 17.2, clause 17.2(c), clause 21.4, old clause 28 (deleted), old clause 29.6 (deleted), clause 36.2(a), new clause 37.1, clause 37.2, clause 37.3, new clause 37.4, clause 39.1, clause 45.1, clause 44.1, new clause 44.2, clause 44.3, new clauses 44.4 and 44.5, clause 46.1, clause 47.2, clause 54.1, clause 55.2, and new clause 55.15.
- 9** Provisions amended by 1 resolution, passed at Annual General Meeting held on 26 May 2020 and confirmed at General Meeting held on 31 July 2020 including (other than terminology changes): clause 3.1 (changes to definitions: Board and Chair) (insert new definitions: Junior Member and Liquor Act), amendments to clause 4.1(e), clause 5.4, clause 5.5, clause 32.1, clause 32.5, clause 32.6 and clause 33.1(a), renumber clause 35.1(d) to be clause 35.2, renumber clause 35.2 to be clause 35.3, renumber clause 35.2(a) to be clause 35.4, renumber clause 36.1(d) to be clause 36.2, renumber clause 36.2 to be clause 36.3, amendments to clause 36.3 and clause 37.1(b) and insert new clause 39A.
- 10** Provisions amended by 1 resolution, passed at Annual General Meeting held on 31 July 2020 and confirmed at General Meeting held on 19 October 2020 including (other than terminology changes): clause 3.1 (insert new definitions: TCCL, TCCL Amalgamation Date, TCCL Amalgamation Documents and TCCL Retained Funds), amendments to clause 5.2 and clause 5.4, insert new clause 5.6, clause 6.18 and clause 33.2, renumber clause 37.1(b) to be 37.1(c), insert new clause 37.1(b) and clause 58.
- 11** Provisions amended by 1 resolution, passed at Annual General Meeting held on 25 May 2021 and confirmed at General Meeting held on 21 September 2021 including: clause 3.1 (changes to definitions: Accompanying Information, Ballot (new definition), Deadline, Member, Ordinary Member, Silver Member, Voting Member, Voter Declaration), new clause 3.4, clause 6.10, clause 6.11, clause 6.11(a), clause 6.11(d), clause 6.12(b), clause 6.15(a), clause 6.15(b), clause 6.15(c), clause 6.15(d), clause 6.15(e)(i), clause 6.15(e)(iii), new clause 6.15(e)(iv), renumber clause 6.15(e)(iv) to clause 6.15(e)(iv)(A), new clause 6.15(e)(iv)(B), old clause 6.15(e)(iv), renumber clause 6.15(e)(iv) to clause 6.15(e)(v), clause 6.15(f), clause 21.1, clause 21A.1, clause 21A.2, clause 21A.3, clause 21A.5(b), clause 21A.5(d), clause 21A.6(b), clause 21A.(6)(c), clause 21A.7, clause 21A.8, clause 21A.10(a), clause 21A.10(c), old clause 21.A10(c)(i), new clause 21A.10(d),

renumber clause 21A.10(c)(i) to clause 21A.10(d)(i), new clause 21A.10(d)(ii), old clause 21A.10(d), renumber clause 21A.10(d) to clause 21A.10(e), clause 21A.11, clause 21A.14, clause 32.2 (deleted), clause 33.1(a)(ii) (deleted), renumber clause 33.1(a)(iii) to clause 33.1(a)(ii), renumber clause 33.1(a)(iv) to clause 33.1(a)(iii), insert new clause 33.3, clause 35 (deleted), clause 37.2(a), clause 45.3(b) (deleted), renumber clause 45.3(c) to clause 45.3(b), renumber clause 45.3(d) to clause 45.3(c), renumber clause 45.3(e) to clause 45.3(d) and clause 54.3.

- 12** Provisions amended by 1 resolution, passed at General Meeting held on 22 November 2021 by including new clause 59.

# The City Tattersall's Club Act

## New South Wales

ANNO TERTIO.

GEORGH V. REGIS.

\* \* \*

An Act to enable the members of City Tattersall's Club to alter its existing rules to sue and be sued in the name of its Chairman; and in other respects to carry out the objects of the Club.

[Assented to 3rd December, 1912.]

**W**HEREAS a racing and sporting club has been formed, and has for some years existed in Sydney under the name of City Tattersall's Club, and has from time to time initiated and conducted race meetings and has accumulated funds: And whereas doubts have arisen as to whether the objects of the club and powers of the committee and members thereof are sufficiently defined by the rules, and as to the method by which such rules may be legally altered or supplemented, so as to bind all the members of the said club without the express consent thereto of each and every member of the said club: And whereas the members of the said club are desirous that the said doubts should be removed and that power should be given to the majority of the members of the said club to amend the said rules: Be it therefore enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same as follows:-

- Short Title. 1. This Act may be cited for all purposes as the "City Tattersall's Club Act of 1912."
- Interpretation 2. In this Act (unless otherwise indicated by the context) -
- Annually adjusted. **Annually adjusted**, in respect of a monetary amount, means adjusted on 1 January each year in accordance with the annual percentage increase (if any) in the Consumer Price Index.
- CPI. **Consumer Price Index** means the number appearing in the Consumer Price Index (All Groups Index) for Sydney issued by the Australian Statistician.
- Club. **Club** means the said City Tattersall's Club.
- Chairman. **Chairman** means the chairman for the time being of the club.
- Committee. **Committee** means the committee for the time being of the club.
- Member. Members. **Member** and **members** mean respectively a member and members for the time being of the club.
- Present Rules to be in force until adoption of new Rules. 3. Until the passing and adopting of new rules in the manner hereinafter provided, the present rules of the club shall, so far as they are not inconsistent with this Act, be in force and binding on all the members.

Committee may call meetings for adoption of new rules or repeal or amendment of existing Rules.

4. The Committee may, and upon the written requisition of not less than ten members, shall from time to time call meetings of the club, of which at least one month's notice shall be given, for the adoption of new rules, or the repeal or amendment of the existing rules, such meetings to be called in the same manner and subject to the same conditions as shall be provided by the rules of the club for the time being with respect to the calling of special general meetings thereof. At any such meeting of which not less than thirty members are present, the proposed new rules or repeals or amendments of existing rules shall be submitted for the consideration of the meeting, and the same may be approved, rejected, or amended by the majority of such meeting or any adjournment thereof, and upon being confirmed as hereinafter in this Act provided, shall so far as they are not inconsistent with this Act, become the rules of the club, and binding upon the members.

Chairman to Convene Meeting for Purpose of Confirming or rejecting change in Rules.

5. After any change in the rules has been carried at any meeting of the club duly carried for that purpose the chairman shall convene another meeting of the club in the same manner as aforesaid for the purpose of confirming or rejecting such change. At any such meeting at which not less than thirty members are present, the new rules, and the repeals and amendments of the existing rules which may have been carried at the former meeting, shall be put separately to the meeting, and shall thereupon be each confirmed or rejected, but no amendments shall be allowed, and such of the new rules, repeals, or amendments as are duly confirmed by a majority of the meeting shall thereupon, so far as they are not inconsistent with this Act, be binding on all the members: Provided that any member disapproving of any change in the rules of the club may, within one calendar month of such confirmation, resign his membership, and shall thereupon be relieved from all liabilities which may by such new rules, alterations, or amendments, be imposed upon the members.

Power to Borrow or to sell or grant leases.

6. It shall be lawful for the committee in the name of the chairman from time to time on behalf of and for the purposes of the said club, to borrow money by way of mortgage or other form of security of the lands, tenements, and hereditaments, real or personal, of the club, or by issue of debentures, secured upon the land, tenements, and hereditaments, real or personal, of the club, or in any other way upon the security of the lands, tenements, or hereditaments, real or personal, of the club, or to sell or grant leases for any term of the lands, tenements and hereditaments, real or personal, of the club, or any portion thereof, and in any way realise or dispose of the money, goods and chattels, choses in action, or other personality of the club for and in furtherance of the objects of the club: Provided that no such borrowing, mortgage, issue of debentures, or sale or leasing of the said lands, tenements and hereditaments in an amount, at one time or in one contract, exceeding \$1,500,000 (annually adjusted) or in an amount, at one time or in one contract, that would result in the club's interest-bearing liabilities exceeding \$5,500,000 (annually adjusted) shall be made, without the consent of the majority of a special general meeting of the club called to consider such proposed borrowing, mortgage, issue of debentures, sale, or leasing.

Power to Purchase or lease buildings or lands, and erect Club premises thereon.

7. It shall be lawful for the committee in the name of the chairman, from time to time, on behalf of the club, to expend the funds of the club, now held by the club, or hereafter accruing or accumulating, in improving, repairing, renovating, or rebuilding the premises now occupied by the club, or in the purchase or lease of other buildings for the use of the members as club premises, or in the purchase or lease of land, and in the erection thereon of buildings for the use of the members as club premises, and in the improvement of such land and the repair or alteration of such premises; and also from time to time, in the name of the chairman, to invest the funds of the club now held by the club, or hereafter accruing or accumulating in bank deposits or Government debentures of any of the Australian States or in loan on the mortgage of real property in the City of Sydney: Provided that no such purchase or lease shall be made, and no such buildings shall be erected, and no expenditure exceeding \$1,500,000 (annually adjusted) at one time or in one contract shall be made in the improvement of such land or repair or alteration of such premises, and no investment of the funds of the club exceeding \$1,500,000 (annually adjusted) shall be made without the consent in each case of a majority of a special general meeting called to

consider the proposed purchase, lease, erection of buildings, improvement, repair, alteration, or investment, as the case may be.

- Real and Personal Property of the Club to be vested in the Chairman
8. All lands, tenements, and hereditaments, and all personal chattels and effects which are now held by the club or by any person in trust for or on behalf of the club or the members thereof, shall immediately upon the passing of this Act become and be vested in and be held by the chairman and his successors in such office in trust for the club, and in the like manner as if such chairman and his respective successors in such office were in law a corporation sole, and if the personality were real estate, and all lands, tenements, and hereditaments, real and personal, and all personal chattels and effects which may hereafter be contracted for or be acquired by or belong to the club or the members thereof collectively may be conveyed, assigned, and assured to, and shall therefrom become vested in the chairman and his successors in such office in trust for the club, and in like manner as if such chairman and his successors in such office were in law a corporation sole, and if the personality were real estate.
- Actions to be in the name of the Chairman
9. All actions, suits, proceedings, or prosecutions in any court, civil or criminal, and whether at law or in equity, commenced, instituted, prosecuted, or continued from and after the passing of this Act, by or on behalf of the club, against any person whatsoever, or against the club, whether such person be a member of the club or otherwise, shall and may be lawfully commenced, instituted, prosecuted, continued, or defended in the name of the chairman holding office at the time of the commencement of such action, suit, proceeding, or prosecution as nominal plaintiff, defendant, petitioner, respondent, or prosecutor, as the case may be, for and on behalf of the club and its members and in all indictments and informations it shall be lawful to state the property of the club to be the property of the chairman, and any offence committed with intent to injure or defraud the club may in any prosecution for the same be stated or said to have been committed with intent to defraud or injure the chairman, and the death, resignation, or removal or other act of the chairman, in whose name any such proceeding shall have been commenced, shall not abate any such action, suit, proceeding, or prosecution, but the same may be continued and concluded in the same name.
- Memorial in the Chairman's name to be recorded in the Supreme Court.
10. Within one calendar month of the passing of this Act a memorial in the name of the chairman, substantially in the form set forth in the Schedule to this Act, signed by the chairman, shall be recorded upon oath, which oath any justice of the peace or commissioner for affidavits is hereby empowered to take, by the secretary of the club in the Supreme Court of New South Wales; and whenever and as often as any new chairman shall be elected, a memorial in the name of such newly-elected chairman in the same or similar form and signed by such newly-elected chairman, shall, within one calendar month of the election, of such new chairman, be recorded upon oath taken as aforesaid by the secretary of the club in the Supreme Court of New South Wales, and the production in any court of justice, or before any person having by law or by consent of parties authority to hear evidence of any such memorial or any office or examined copy thereof, shall be prima facie evidence of the truth of the statements, in such memorial, or office, or examined copy, and the production in any such court or before any person having authority as aforesaid of the then last registered memorial or of any office or examined copy thereof, shall be prima facie evidence that the chairman therein named is the chairman of the club.
- No action to be brought until memorial is recorded.
11. Until such memorial as hereinbefore first mentioned shall be recorded in the manner hereinbefore in this Act, directed, no action, suit, prosecution, or other proceedings shall be brought by the club or any members thereof on behalf of the club in the name of the chairman.
- Effect of judgment against the Chairman.
12. Every judgment and every decree or order which shall be, at any time after the passing of this Act, obtained against the chairman on behalf of the club, shall and may take effect and be enforced and execution thereon be issued against the property and effects of the club in the same manner as if such judgment, decree, or order had been made against the said club.

Expiry of Acts

13. Expiry of Acts

- (1) This Act and the City Tattersall's Club Act Amendment Act 1936 expire on a day to be appointed by proclamation.
- (2) The day must be a day not earlier than both of the following:
  - (a) the day on which the club is incorporated under another Act of New South Wales or of the Commonwealth,
  - (b) 31 December 2005.

Schedule

City Tattersall's Club, Sydney.

Memorial to record the name of the chairman of City Tattersall's Club in the Supreme Court of New South Wales, pursuant to the City Tattersall's Club Act of 1912.

The name of the said chairman is \_\_\_\_\_ the said  
was duly elected to the office of chairman on the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19

\* \* \*

I, \_\_\_\_\_ of \_\_\_\_\_  
make oath and say that I am the secretary of City Tattersall's Club, and that I saw the foregoing memorial signed by the abovenamed chairman, and that he was duly elected chairman on the day above mentioned.

Sworn this \_\_\_\_\_ day \_\_\_\_\_  
One thousand nine hundred and \_\_\_\_\_, before me.

# The City Tattersall's Club Act Amendment Act

## New South Wales

ANNO PRIMO.

EDWARDI VII. REGIS.

\* \* \*

An Act to amend the City Tattersall's Club Act of 1912, by conferring upon the Committee of City Tattersall's Club certain powers of leasing without the necessity of obtaining the sanction thereto of a Special General Meeting. [Assented to, 16th June, 1936.]

WHEREAS an Act of Parliament entitled "City Tattersall's Club Act of 1912" (hereinafter called the Principal Act) was passed in the year one thousand nine hundred and twelve for the purpose of resolving certain doubts which had arisen as to whether the objects of the Club and the powers of the Committee and members thereof were sufficiently defined by the rules and as to the method by which such rules might be legally altered or supplemented so as to bind all the members of the Club without the express consent thereto of each member AND WHEREAS it was provided by the Principal Act that it should be lawful for the Committee for the time being of the Club in the name of the Chairman from time to time on behalf of and for the purposes of the Club amongst other things to grant leases for any term of the lands, tenements and hereditaments, real or personal, of the Club or any portion thereof: Provided that no such leasing of the said lands, tenements and hereditaments should be made without the consent of the majority of a Special General Meeting of the Club called to consider such proposed leasing AND WHEREAS it is expedient to amend the provision requiring that any such leasing shall be made only with such consent as aforesaid: Be it therefore enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows: -

- |  |   |
|--|---|
| Short Title.   | 1. This Act may be cited as the "City Tattersall's Club Act Amendment Act, 1936," and shall be read and construed with the Principal Act.   |
| Section 6 of Principal Act varied as to certain leases.                    | 2. Notwithstanding anything in the Principal Act contained it shall not be necessary and shall not be deemed to have been necessary in respect of any lease for any period not exceeding five years of any part of the lands, tenements and hereditaments, real or personal of the Club not required for the purposes of the Club to obtain the consent of the majority of a Special General Meeting of the Club called to consider any such lease. And the provisions of section six of the Principal Act are hereby varied accordingly. |
| Committee to have and be deemed to have had power to grant certain leases. | 3. The Committee shall have full and complete power and shall be deemed to have had such power from the date of the passing of the Principal Act in the name of the Chairman from time to time on behalf of and for the purposes of the Club to grant or make any lease in possession for any term not exceeding five years and/or to create any weekly or monthly tenancy of any part of the lands, tenements and hereditaments real or personal of the Club not required for the purposes of the Club                                   |

at such rentals and upon such conditions as the Committee in its discretion shall deem fit.

Registrar-General and others not bound to inquire.

4. The Registrar-General and every person who deals for value with the Committee shall not be bound to inquire whether any part of the lands, tenements and hereditaments real or personal of the Club lease or proposed to be leased by the Committee are or are not required for the purposes of the Club but the Registrar-General and every such person shall be entitled to assume that such part of the lands, tenements and hereditaments aforesaid are not so required by the Club.

Secretary's certificate as to execution, etc., of leases.

5. A certificate, endorsed on a lease by a person purporting to be the secretary of the Club, that the lease has been entered into by and on behalf of the Committee for the time being of the Club and that the lease has been signed by the Chairman for the time being of the Club, shall in favour of the Registrar-General and the lessee be conclusive.

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# City Tattersall's Club Legislation and Rules

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# The City Tattersall's Club Rules

## 1. Name of the Club

1.1 The name of the Club is "City Tattersall's Club".

## 2. Legislative History

2.1 The Club was recognised by, and is the subject of, the CTC Act.

## 3. Definitions and Interpretation

3.1 In these Rules, unless there is something in the subject or context which is inconsistent:

**Accompanying Information** means information about the candidates for election, to be compiled by the Secretary or the Returning Officer in accordance with these Rules and intended to accompany each ballot form for an Annual Election.

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

**Annual Election** means the election referred to in clause 6.9.

**Annual General Meeting** means the general meeting of the Club held each year referred to in clause 20.1.

**Annual subscription** means a fee payable in relation to an annual period as determined from time to time by the Board.

**Authority** means the Independent Liquor and Gaming Authority constituted under the *Gaming and Liquor Administration Act, 2007* (NSW) or any other government body or authority which replaces the Independent Liquor and Gaming Authority.

**Board** means the committee established from time to time in accordance with clauses 5 and 6 (previously known, and referred to in the CTC Act, as the Committee).

**Business Day** means a day that banks are open for general banking business in Sydney, not being a Saturday, Sunday or a gazetted public holiday in New South Wales.

**By-Laws** means the By-Laws and Rules of the Club for time being in force.

**Ballot** means a ballot conducted in paper, electronic or any other form determined by the Board.

**Chair** means the person elected to that office (previously known as chairman) pursuant to these rules.

**Club** means the club known as 'City Tattersall's Club' which is referred to in clause 1.1.

**CTC Act** means the *City Tattersall's Club Act, 1912* (NSW).

**Deadline** for returning a completed ballot form and completed Voter Declaration in respect of:

- (a) an Annual Election in a calendar year, means the date determined by the Board as the deadline for that election being no later than 5pm on 31 May in that year or, if that day is not a Business Day, then the last Business Day occurring immediately before that day; or
- (b) a resolution of Voting Members, where the documents are delivered by a Voting

Member to the Returning Officer other than at the general meeting convened to consider the resolution, means 5pm on the last Friday before the general meeting or, if that day is not a Business Day, the last Business Day occurring immediately before that day.

**Deputy Returning Officer** means the person so appointed by the Board pursuant to clause 6.13 or clause 21A.3 (as the case may be), or, if that person is unavailable, the Secretary.

**Director** means any person holding the office of director on the Board.

**Entrance fee** means a fee payable upon the entrance of a person to a class of membership of the Club in accordance with these Rules.

**Full Member** in relation to the Club means a person who is an Ordinary Member or a Life Member.

**Gold Member** means a person elected by the Board or deemed in accordance with these Rules to be a Gold Member of the Club.

**Honorary Member** means a person elected by the Board or deemed in accordance with these Rules to be an Honorary Member of the Club.

**Interstate Club** means a club incorporated in a State or Territory other than New South Wales which may be authorised to sell liquor or keep and operate poker machines. For the purposes of these Rules, a full member of an Interstate Club means a person who has full voting rights at general meetings of the Interstate Club.

**Junior Member** means a person elected by the Board or deemed in accordance with these Rules to be a Junior Member.

**Life Member** means a person who in accordance with these Rules is deemed or elected to membership of the Club for life

**Liquor Act** means the *Liquor Act 2007 (NSW)*.

**Member** means a person who in accordance with these Rules is elected, admitted or deemed to be a Gold Member, Social Member, Life Member, Provisional Member, Honorary Member or Temporary Member.

**Month** means calendar month.

**Notice Board** means a notice board located in a conspicuous place at the premises of the Club.

**Office** means the registered office for the time being of the Club.

**Ordinary Member** means a person elected by the Board or deemed in accordance with these Rules to be a Gold Member, or Social Member.

**Provisional Member** means a person who has applied for admission as a Full Member of the Club, has paid the subscription appropriate for the class of membership applied for, and is awaiting a decision on the application.

**Register** means a register of Members to be kept pursuant to the Act.

**Returning Officer** means the person so appointed by the Board pursuant to clause 6.13 or clause 21A.3 (as the case may be), or, if that person is unavailable, the Deputy Returning Officer.

**Rules** means these Rules as validly amended or supplemented from time to time.

**Scrutineer** means (a) a person so appointed by the Board pursuant to clause 6.13, or, if that person is unavailable, any Voting Member appointed by the Returning Officer as a substitute; and (b) a person appointed by a candidate pursuant to clause 6.15(j).

**Secretary** means the person appointed as the secretary of the Club and includes any assistant or acting secretary.

**Silver Member** means a person elected by the Board or deemed in accordance with these Rules to be a Member of the Club in a now discontinued (and unavailable) class of membership known as 'Silver Member'.

**Social Member** means a person elected by the Board to be a Social Member of the Club in accordance with these Rules.

**Submitted Information** means a summary biography of a candidate for election in an Annual Election which may be submitted by a candidate with the nomination form for the candidate, and the Submitted Information may include information about the candidate's intentions (if elected) for the purpose of assisting the Voting Members to determine whether or not to cast votes in favour of the candidate.

**TCCL** means The Catholic Club Ltd ABN 35 000 982 436 trading as The Castlereagh Club.

**TCCL Amalgamation Date** means the date on which the Independent Liquor and Gaming Authority transfers the club licence of TCCL to the Club (or to the Chairman of the Club to be held for and on behalf of the Club).

**TCCL Amalgamation Documents** means the Memorandum of Understanding and Deed of Amalgamation between the Club and TCCL which sets out the agreement to amalgamate TCCL and the Club.

**TCCL Retained Funds** has the meaning given to it in the TCCL Amalgamation Documents

**Temporary Member** means a person admitted as a Temporary Member of the Club in accordance with these Rules.

**Vice-Chair** means the person elected to that office pursuant to these Rules.

**Voting Member** means a Gold Member, or a Life Member.

**Voter Declaration** means a form of declaration to the effect that the person completing the declaration is the person named on the Ballot that was sent to the person, or to such other effect as the Secretary considers reasonably appropriate in order to ensure no Voting Member votes more than once in any election or in respect of a resolution of Voting Members.

3.2 In these Rules, unless there is something in the subject or context which is inconsistent:

- (a) the singular includes the plural and vice versa;
- (b) each gender includes all other genders;
- (c) the word **person** means a natural person and any partnership, association, body or entity whether incorporated or not;
- (d) the words **writing** and **written** include any other mode of representing or reproducing words, figures, drawings or symbols in a visible form;
- (e) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has an equivalent meaning;
- (f) a reference to any section, clause or paragraph is to a section, clause or paragraph of these Rules;

- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it; and
- (h) the word **may**, or a similar term, used in relation to a function or action of the Board indicates that the function may be exercised or not exercised, at the absolute discretion of the Board, or that the action may be taken or not taken, at the absolute discretion of the Board.

3.3 Headings do not form part of or affect the construction or interpretation of these Rules.

3.4 In these Rules, a reference to a 'ballot form' includes a ballot form in paper, electronic or other format.

#### **4. Objects of the Club**

4.1 The objects for which the Club exists are:

- (a) to provide social, sporting, athletic, cultural and other activities for its members;
- (b) to provide a clubhouse or clubhouses for the entertainment and recreation of its members;
- (c) to assist any charitable, social, patriotic or philanthropic object;
- (d) to give assistance to any of its members or their respective families or its employees in case of distress or death;
- (e) to obtain, maintain and renew the registration of the Club as a registered club in accordance with the provisions of the Liquor Act or the Act;
- (f) to carry out the powers conferred by the CTC Act and amendments thereof, and all such lawful acts or things as will provide for the further usefulness of the Club and the greater comfort and convenience of members;
- (g) to hold and arrange matches and competitions, and offer and grant or contribute towards provision of prizes, awards and/or distinctions; and
- (h) to establish, conduct or carry out any sports tournaments or amusements, and to cooperate with any person or body in so doing.

#### **5. The Board**

5.1 Subject to the CTC Act, the business and general affairs of the Club are under the management of the Board.

5.2 The Board comprises up to nine members, namely the Chair, the Vice-Chair, and seven other Directors. Up to seven members of the Board are to be elected and two members of the Board may be appointed by the Board under the Act or these Rules.

5.3 The services of the Directors as such shall be honorary, unless the Voting Members approve at a general meeting the payment of a sum of money to each Director in respect of his or her services as a Director.

5.4 Subject to any appointment of a Director by the Board under the Act or these Rules, up to seven Directors must be elected to their office as a director by the Voting Members as provided in these Rules.

5.5 At the first meeting of the Board held after each election of Directors, the Board must elect from among its members the Chair and the Vice-Chair. The Board must also elect from among its members a replacement Chair or Vice-Chair if there is a vacancy in either or both of those

roles (caused by the death, removal or resignation of the person in the role), at the first meeting of the Board after the vacancy occurs.

- 5.6 Up to the fifth (5th) anniversary after the TCCL Amalgamation Date Completion and any earlier de-amalgamation with TCCL, at least three (3) members on the Board of the Club must be former members of TCCL as at the date of the Amalgamation Documents.

## **6. Election of Directors and Ballots**

- 6.1 Clauses 6.2 to 6.16 set out how the election of Directors, and ballots generally, must proceed. Where there is any inconsistency between on the one hand any provision in clauses 6.2 to 6.16 and on the other hand clause 6.15, clause 6.15 prevails and the other provision applies only so far as is consistent with clause 6.15.

### **(Triennial Rule)**

- 6.1A The Directors are to be elected in accordance with the 'triennial rule' set out in Schedule 4 of the Act and otherwise in accordance with these Rules. That Schedule is reproduced below for convenience of reference. In summary, the 'triennial rule' means there will be a staggered rotational system of election of Directors such that at each annual general meeting, approximately one-third of Directors must retire from office.

## **Schedule 4 Rules for election to governing body for term of 3 years**

### **1 Definitions**

In this Schedule:

**general meeting** means a meeting of the members of the club at which members of the governing body are to be elected.

**triennial rule** means the rule of the club that provides for the election of members of the governing body in accordance with this Schedule.

**year** means the period between successive general meetings.

### **2 (Repealed)**

### **3 First general meeting under triennial rule**

- (1) The members elected to the governing body at the first general meeting at which the triennial rule applies shall be divided into 3 groups.
- (2) The groups:
  - (a) shall be determined by drawing lots, and
  - (b) shall be as nearly as practicable equal in number, and
  - (c) shall be designated as group 1, group 2 and group 3.
- (3) Unless otherwise disqualified, the members of the governing body:
  - (a) in group 1 shall hold office for 1 year, and
  - (b) in group 2 shall hold office for 2 years, and
  - (c) in group 3 shall hold office for 3 years.

### **4 Subsequent general meetings**

At each general meeting held while the triennial rule is in force (other than the first such meeting) the number of the members required to fill vacancies on the governing body shall be elected and shall, unless otherwise disqualified, hold office for 3 years.

### **5 Casual vacancies**

- (1) A person who fills a casual vacancy in the office of a member of the governing body elected in accordance with this Schedule shall, unless otherwise disqualified, hold office until the next succeeding general meeting.
- (2) The vacancy caused at a general meeting by a person ceasing to hold office under subclause (1) shall be filled by election at the general meeting and the person elected shall, unless otherwise disqualified, hold office for the residue of the term of office of the person who caused the casual vacancy initially filled by the person who ceased to hold office at the general meeting.

### **6 Re-election**

A person whose term of office as a member of the governing body under the triennial rule expires is not for that reason ineligible for election for a further term.

## **7 Revocation of triennial rule**

- (1) If the triennial rule is revoked:
  - (a) at a general meeting - all the members of the governing body cease to hold office, or
  - (b) at a meeting other than a general meeting - all the members of the governing body cease to hold office at the next succeeding general meeting,  
and an election shall be held at the meeting to elect the members of the governing body.
- (2) The triennial rule cannot be revoked by a club if the rule is taken to apply to the club pursuant to a regulation made for the purposes of section 30 (1) (a1).

### **(Eligibility of candidates)**

6.2 To be eligible to stand as a candidate in any election for office as a Director, a person must:

- (a) be a Gold Member or Life Member;
- (b) have paid all entrance and subscription fees payable by the person in respect of their membership of the Club at the time when nominations close for the election; and
- (c) submit a valid nomination form in accordance with these Rules.

### **(Nomination form for candidates)**

6.3 Subject to clause 6.4, a nomination form for any candidate in any election for office as a Director must be:

- (a) in writing;
- (b) in the form required by the Board from time to time;
- (c) signed by a proposer and seconder for the candidate;
- (d) signed by the candidate; and
- (e) lodged with the Returning Officer no later than the Closing Time referred to in clause 6.6.

6.3A A nomination form referred to clause 6.3 may be accompanied by Submitted Information about the candidate. The Submitted Information must be accompanied by a written declaration signed by the candidate (and certifying to the effect that all the information in the Submitted Information provided is true and correct, and also as to the number of words in total comprising the Submitted Information), and must not:

- (a) in total, exceed 300 words;
- (b) include any statement that if published would be defamatory, in breach of any law, or in the reasonable opinion of the Secretary offensive to any member or class of members.

6.3B If in the reasonable opinion of the Secretary, the Submitted Information from a candidate complies with clause 6.3A then the Secretary shall include the Submitted Information in the Accompanying Information.

6.3C If in the reasonable opinion of the Secretary, the Submitted Information does not comply with clause 6.3A, the Secretary is not obliged to publish all or part of the Submitted Information with the Accompanying Information or at all

- 6.4 A nomination form which complies with clause 6.3 is not valid unless:
- (a) the proposer and seconder:
    - (i) have each paid all entrance and subscription fees payable by them in respect of their membership of the Club; and
    - (ii) are each Voting Members,
- as at the Closing Time for nominations for the election in accordance with clause 6.6; and
- (b) the candidate, proposer and seconder were elected to their current class of membership more than 6 months prior to lodgment of the form with the Secretary.

6.5 Intentionally deleted.

**(Notice of closing of nominations)**

6.6 Whenever a Director is to be elected, the Board must direct the Secretary to give notice to Voting Members that nominations for election as a Director will be received by the Returning Officer up to a closing date and time specified in the notice (**the Closing Time**). The Closing Time must not be sooner than fourteen days after the day the notice is issued by the Secretary.

6.7 Intentionally deleted.

6.8 The Secretary must cause a copy of the notice referred to in clause 6.6 to be continuously displayed on the Notice Board from the date of its issue until the Closing Time.

**(Annual Election of Directors under the triennial rule)**

6.9 The Board must cause an annual election of Directors to be held each year in accordance with the 'triennial rule' under clause 6.1A above.

6.10 Each Annual Election is to be conducted by way of a Ballot in accordance with these Rules, and the Closing Time under clause 6.6 must be not later than 5pm on the last Friday occurring in April in each calendar year or, if that day is not a Business Day, the last Business Day occurring immediately before that day.

6.11 For each Annual Election, the Secretary must send each Voting Member, not later than 14 days after the Closing Time under clause 6.6: and (by ordinary pre-paid post, email or such other method as the Secretary considers reasonable) send to the member's address as noted in the Club's records as at the Closing Time, one copy of:

- (a) an uncompleted ballot form for the Annual Election;
- (b) an uncompleted Voter Declaration;
- (c) the Accompanying Information for the Annual Election; and
- (d) such other materials (for example, a reply-paid envelope addressed to the Returning Officer at an address specified by the Returning Officer or details for submitting a ballot form by using a form of technology) as the Board considers reasonably appropriate, provided that the other materials do not relate to or amount to an endorsement of any specific candidate or candidates for election.

6.12 For an Annual Election, the Secretary must ensure that the documents referred to in clause 6.11(a) to (c), when taken together:

- (a) include a statement as to the purpose of the ballot (for example, "To elect [three] members of the Board of the Club");
- (b) specify the date and time by when the Returning Officer must receive the completed ballot form in order for the ballot form to be eligible to be counted in the Ballot; and

- (c) indicate the method by which the member may register a vote in the election (for example, by repeating the words in clause 6.15(e)(ii) to (iv) inclusive).

**(Appointment of Returning Officer, etc to conduct ballot)**

6.13 At least seven days before notice is given under clause 6.6, the Board must appoint a returning officer to receive nominations for candidates, conduct the ballot, and a deputy returning officer and at least two scrutineers to assist with the conduct of the impending ballot.

6.14 In the absence of the Returning Officer, the Deputy Returning Officer is entitled and obliged to exercise all the powers and duties of the Returning Officer.

**(Ballots - how conducted)**

6.15 Where a ballot is required under these Rules in relation to an office of Director:

- (a) the Secretary must cause to be prepared a ballot form showing separately and in alphabetical order, the surname and also the Christian or first names (and such other description as may be made necessary by a similarity of names) of all candidates validly nominated for each office in respect of which an election is necessary;
- (b) for each Annual Election, the ballot form referred to in paragraph (a) must:
  - (i) include an asterisk or similar marking adjacent to the name of each current Board member who is a candidate for election, and a note to the effect that the person is a current member of the Board;
  - (ii) include a note to the effect that the candidates are listed in alphabetical order in accordance with the Rule's of the Club; and
  - (iii) be accompanied by a Voter Declaration;
- (c) the Returning Officer is responsible for receiving (and must ensure that appropriate technology is used to receive) completed ballot forms and Voter Declarations, and must ensure ballot forms received by the Returning Officer are kept safe and secret;
- (d) the Returning Officer must check (or must ensure that appropriate technology is used to check) each ballot form and Voter Declaration received, to the intent that no Voting Member votes more than once in any election;
- (e) if a Voting Member has paid all entrance and subscription fees and other moneys payable by that person to the Club as at the Closing Time referred to in clause 6.6, then that Voting Member is entitled to one vote in the election. In order to register a vote the Voting Member must:
  - (i) obtain or receive a ballot form and Voter Declaration;
  - (ii) sign and date the Voter Declaration;
  - (iii) complete the ballot form as instructed by placing a mark such as a tick or a cross next to the name or names of no more and no less than the number of candidates required to be elected to the respective offices in respect of which the election is being held;
  - (iv) either:
    - A) place the completed ballot form and completed Voter Declaration in the same envelope (or otherwise as specified in the matter sent to Voting Members under clause 6.11(c)) marked with the full name of the Voting Member and either post the same, or deliver the same together in person, to the Returning Officer at the address specified under clause 6.11(c), such that they are received by the Returning Officer before the Deadline; or

- B) deliver the completed ballot form and completed Voter Declaration by email or other electronic means such that they are received by the Returning Officer before the Deadline
- (v) ensure that a properly completed ballot form and Voter Declaration are received by the Returning Officer before the Deadline, and any otherwise validly issued and completed ballot form and Voter Declaration received on or after the Deadline shall be treated as an informal vote and not counted in that election;
- (f) if, before posting, submitting or delivering the completed ballot form and completed Voter Declaration under clause 6.15(e)(iv), a Voting Member satisfies the Returning Officer in person that any of those documents have been spoilt by mistake or accident, then:
  - (i) the Voting Member must provide the spoilt document(s) to the Returning Officer;
  - (ii) the Returning Officer must provide a replacement document(s) to the Voting Member; and
  - (iii) the Voting Member may vote in the election only by completing the documents required to be completed under clause 6.15(e) in the presence of the Returning Officer (or a person nominated for that purpose by the Returning Officer) and immediately providing the completed documents to the Returning Officer (or a person nominated for that purpose by the Returning Officer);
- (g) the candidates for election to each vacant position on the Board who receive the greatest number of votes in the election shall be, and be deemed to be, elected to the offices for which they were candidates;
- (h) if at any ballot the number of votes cast for two or more candidates is equal:
  - (i) the Returning Officer may request the candidates to draw lots, and if any or all decline, must himself draw lots for them; and
  - (ii) in accordance with the result of such drawing of lots, the Returning Officer shall declare which of the candidates is successful;
- (i) if before the ballot is open the number of candidates for election to the office of a Director is reduced to the number required to fill all vacancies on the Board, by withdrawal or otherwise, then the remaining candidates shall be deemed to be elected as Directors without ballot;
- (j) a candidate may nominate another Voting Member to act as authorised scrutineer for the candidate during an election, by providing written authorisation of that person to so act to the Returning Officer no later than the Closing Time referred to in clause 6.6. The Returning Officer may in his or her discretion and without providing any reasons, refuse to accept a person as the authorised scrutineer of a candidate;
- (k) no person other those authorised by the Board to conduct a ballot in accordance with these Rules, or scrutineers appointed in accordance with the preceding paragraph, is authorised to enter or remain upon the area set apart for the conduct of a ballot, except a Voting Member who enters the area only for the purpose of a properly recording a vote;
- (l) as soon as practicable after the time fixed for closing a ballot the Returning Officer shall:-
  - (i) in the presence of the authorised persons, cause the votes to be counted continuously until the Returning Officer has determined the result of the election;

- (ii) declare to be elected the candidates who are so ascertained to be elected;
  - (iii) prepare, sign, and deliver to the Secretary a certificate setting out the names of the candidates so declared to be elected;
- (m) any person present during the activities referred to in the preceding paragraph who interferes or attempts to interfere with any documents or records in use at, or obstructs the conduct of, those activities may be removed from the area or the premises of the Club by or under the direction of the Returning Officer;
- (n) the Board may not endorse any candidate or candidates in writing or verbally and should be impartial to all candidates;
- (o) no Member is permitted, in connection with the Annual Election or any other election, to issue or be involved in issuing a ticket or other printed or written material advocating:
- (i) the claims of more than one candidate; or
  - (ii) the rejection of any one or more candidates,
- and any breach of this provision by a Member amounts to and shall be deemed to be conduct unbecoming the Member; and
- (p) the Returning Officer is to resolve any doubt in relation to the conduct of the election, eligibility of any candidate, or the validity of any vote, in his or her absolute discretion and is not obliged to supply any reasons for a decision in the exercise of this discretion.

**(Vacancies in the Board)**

- 6.16 The Board has the power to appoint any eligible Member to the Board to fill any vacancy occurring in the Board from time to time. However, a Board must not appoint more than two eligible Members to the Board before the next Annual General Meeting. A Member so appointed will hold office only until the conclusion of the next Annual General Meeting (see clause 6.1A).
- 6.17 The continuing Directors may continue to act as a Board despite any vacancy occurring in the Board. However, if and for so long as their number is reduced below the number fixed by these Rules as the necessary quorum of the Board, the continuing Directors may act for the purposes of increasing the number of Directors to that number or to call a general meeting of the Club, but for no other purpose.
- 6.18 Despite any other clause of these Rules, provided that:
- (a) TCCL has notified the Club in writing, before the TCCL Amalgamation Date, of the names of up to three directors of TCCL who wish to be directors of the Club;
  - (b) each director named in the notice referred to in paragraph (a), has become a member of the Club as and from the TCCL Amalgamation Date; and
  - (c) TCCL has provided the Club with a consent to act signed by each director named in the notice referred to in paragraph (a), such consent being in the form required by the Board, the Board has the power to procure the following within fourteen days after the TCCL Amalgamation Date:
  - (d) the Directors must select from among themselves up to three members of the Board who will resign as a Director of the Club, to make room for the directors of TCCL named in the notice referred to in paragraph (a). If the Directors cannot select from among themselves up to three members of the Board who will resign as Directors of the Club and there are insufficient resignations to make room for the directors of TCCL named in the notice referred to in paragraph (a), then:

- (i) the Board may by resolution or resolutions carried by a simple majority of those voting in a secret ballot, resolve up to the required number of identified members of the Board who will cease to be Directors of the Club; and
  - (ii) such resolution or resolutions shall be effective to remove those identified members of the Board from office as Directors and such resolution or resolutions shall be final;
- (e) in respect of the vacancies created by the resignation of three Directors under paragraph (c), the Board will appoint:
- (i) one of the directors of TCCL named in the notice referred to in paragraph (a) will be appointed by the Board to fill a vacancy as a casual vacancy. The director appointed will hold office until the next succeeding Annual General Meeting and will be eligible to be elected into that office in accordance with paragraph 5(1) of the triennial rule; and
  - (ii) two of the directors of TCCL named in the notice referred to in paragraph (a) will be appointed by the Board under regulation 31 of the Registered Clubs Regulation 2015 and will hold office until the election in 2023, with the intent that for up to 5 years after the TCCL Amalgamation Date:
  - (iii) there will be a total of 9 directors on the Board; and
  - (iv) at least 3 of the 9 directors will be former directors of TCCL.
- (f) This clause 6.18 ceases to apply on the earlier of the fifth (5th) anniversary after the TCCL Amalgamation Date Completion and any de-amalgamation with TCCL

## **7. Removal and Resignation of Directors**

7.1 Subject to the CTC Act, the office of any Director is deemed to be vacated without any other action:

- (a) upon expiry of the term of the office they were elected to hold;
- (b) if the person holding the office:
  - (i) ceases to be a Voting Member of the Club from any cause or reason whatsoever;
  - (ii) is removed from that office by the Authority;
  - (iii) is declared by the Authority to be ineligible to stand for election or to be appointed to, or to hold office in, the position of a Director;
  - (iv) loses mental capacity or is otherwise substantially incapacitated from performing their duties;
  - (v) by notice in writing delivered to the Secretary, resigns their office; or
  - (vi) absents themselves from meetings of the Board for a continuous period of three months without special leave of absence from the Board.

## **8. Quorum and Frequency of Board Meetings**

- 8.1 Unless the Board resolves to the contrary, a quorum for meetings of the Board is a majority of the members of the Board, and a quorum must be present at all times during the meeting. A Director who is disqualified from voting on a matter pursuant to clause 11.3 will be counted in the quorum despite that disqualification.
- 8.2 The Board shall meet at least once in every month and at such further times as may by the Board be deemed expedient.
- 8.3 Each Director is taken to consent to the use of any technology for calling or holding a meeting of the Board which reliably permits each Director to contemporaneously communicate with every other Director, including, but not limited to video, telephone or other audio communication or internet based audio or visual communication.
- 8.4 The linking together of at least five Directors, by a means of technology which reliably permits each Director to contemporaneously communicate with every other Director, constitutes a meeting of the Board, and the provisions of these Rules apply as if all the Directors were present together, and the meeting is to be taken to be held at the place determined by the Chair provided that at least one of the Directors participating in the meeting was at that place during the meeting.

## **9. Chair of Meetings of the Board**

- 9.1 The Chair will, if present, preside as chair of every meeting of the Directors.
- 9.2 If a meeting of the Board is held and the Chair is not present within 10 minutes after the time appointed for the start of the meeting or, if present, does not wish to chair the meeting, the Vice Chair shall preside as chair of the meeting or, if the Vice Chair is not present or is unwilling to act, then the other Directors present must elect one of their number to be chair of the meeting.

## **10. Voting at Meetings of the Board**

- 10.1 A resolution of the Board must be passed by a majority of votes of the Directors present at the meeting who vote on the resolution. A resolution passed by a majority of the votes cast by the members of the Board will for all purposes be taken to be a determination of the Board.
- 10.2 Each Director has one vote to cast in relation to each resolution proposed to be passed at any meeting of the Board at which the member is present.
- 10.3 In case of an equality of votes at a meeting of the Board, the chair of the meeting has a casting vote in addition to a deliberative vote.

## **11. Declaration of Interests by Directors**

- 11.1 Subject to clauses 11.2, 11.3 and 17.1, no Director shall, by virtue of holding that office, be disqualified from contracting with the Club, nor shall any such contract or agreement entered into by or on behalf of the Club with any company in which any member of the Board shall be in any way interested be avoided, nor shall any member so contracting or being so interested be liable to account to the Club for any profit realised by any such contract or agreement by reason of such member of the Board holding that office or of the fiduciary relation thereby established.
- 11.2 If a Director is interested in a contract, or proposed arrangement, other than as a shareholder only of a public company whose shares are traded on a public stock exchange, the person must disclose the nature of the interest at the meeting of the Board at which the contract or agreement is determined on if his or her interest then exists, or in any other case at the first meeting of the Board after the person acquires the interest.

11.3 No Director shall as such vote in respect of any contract or agreement in which they are interested as referred to in clause 11.2, but if a person does so vote, their vote must not be counted.

11.4 If a transaction occurs between the Club and any company or firm in which a Director may have some interest but without the knowledge of that Director, then the Director is not in breach of clause 11.3.

## **12. Circular Resolutions by the Board**

12.1 A resolution in writing signed by a majority of the Directors for the time being entitled to vote in relation to the resolution (not being less than a quorum) and stating that the signatories are in favour of the resolution will be as valid and effectual from the time it is signed by the last Director as if it had been passed at a duly convened meeting of the Board provided each Director has received 24 hours' prior notice of the motion.

12.2 A resolution in writing may consist of several documents in like form each signed by one or more members of the Board.

12.3 Every such resolution is deemed to have been passed on the day and at the time at which the document was last signed by a Director.

12.4 A facsimile transmission or electronic message containing the text of a document, or attaching a document, which is received by the Club and which purports to have been signed by a member of the Board must for the purposes of this clause be taken to be in writing and signed by that member of the Board at the time of the receipt of the facsimile transmission or electronic message by the Club in legible form.

12.5 A Board resolution is also deemed to have been passed without a Board meeting when:

- (a) at least 24 hours have passed since the sending of an email from the Secretary to all Directors containing the text of the proposed resolution (including any text included as an attachment). If the email is sent after midday on a Friday or on a day that is not a Business Day, it will be deemed sent at 9.00am on the next Business Day; and
- (b) no Director has previously objected, by notice to the Secretary, to the passage of the resolution (or to the passage of resolutions generally) in the manner allowed for by this clause. A Director's objection to passage of a resolution or resolutions generally has effect until withdrawn by the Director by notice to the Secretary. If an objection is withdrawn it will be deemed never to have been made. A Director's objection or withdrawal of objection may be given by email or any other written form; and
- (c) a majority of Directors entitled to vote on the resolution send an email to the Secretary approving the resolution.

## **13. Sub-Committees**

13.1 The Board may form and delegate any of its powers to a Sub-Committee consisting of such members of the Board and other persons as the Board thinks fit.

13.2 The Board may from time to time revoke any delegation under clause 13.1.

13.3 A Sub-Committee must, in exercise of the powers delegated to it, conform to any directions and restrictions that may be imposed on it by the Board from time to time. A power so exercised by a Sub-Committee is taken to be exercised by the Board.

13.4 The meetings and proceedings of any Sub-Committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Board contained in:

- (a) these Rules; and

- (b) the directions of the Board from time to time, including without limitation directions as to what constitutes a quorum for any Sub-Committee.
- 13.5 A minute of all the proceedings and decisions of every Sub-Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by these Rules to be made entered and signed, and a copy of the minute must be presented at the next meeting of the Board after the meeting of Sub-Committee takes place.
- 13.6 Any member of any Sub-Committee who absents themselves for three consecutive meetings of the Sub-Committee (except with the permission of the respective Sub-Committee) shall automatically cease to be a member of that Sub-Committee and their successor may be elected for the remainder of the term by the Board.
- 13.7 In addition to any persons named by the Board as members of Sub-Committees, the Chair is deemed to be a member of all Sub-Committees.

#### **14. Adjournment of Board and Sub-Committee Meetings**

- 14.1 If no quorum is present within half an hour of the time specified for the commencement of a meeting of the Board or any Sub-Committee, the meeting lapses.

#### **15. Validation of Acts**

- 15.1 All acts done:

- (a) at any meeting of the Board or a Sub-Committee; or
- (b) by the Board or a Sub-Committee; or
- (c) by any person acting as a member of the Board or a Sub-Committee,

will, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Board, Sub-Committee or person or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a member of the Board or relevant Sub-Committee and had been entitled to vote.

#### **16. Minutes**

- 16.1 The members of the Board and any Sub-Committee must cause minutes to be kept for the purposes of recording:
- (a) the names of the people present at each meeting of the Board and any Sub-Committee;
  - (b) all orders, resolutions and proceedings of general meetings and of meetings of the Board and any Sub-Committees;
  - (c) such matters as are required by the Act to be recorded in the record books of the Club; and
  - (d) all declarations made or notices given by any member of a Board or any Sub-Committee of an interest in any contract or proposed contract or the holding of any office or property whereby any conflict of duty or interest may arise.
- 16.2 Such minutes must be signed by the chair of the meeting, or the chair of the next succeeding meeting and minutes which purport to be signed accordingly be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held.

## 17. Powers of Board

17.1 The Board and the Chair may exercise all or any of the powers conferred on them by these Rules, the Act and the CTC Act. Without limiting those general words, the Board may from time to time:

- (a) make any contract (including a contract of employment) or agreement pursuant to which a Member directly or indirectly derives or is entitled to derive a profit, benefit or advantage from the Club; but this power is subject always to the provisions of the CTC Act and of the Act, including the requirement that the circumstances of the deriving or entitlement must be such that the Licensing Court would if the issue came before it conclude that the profit, benefit or advantage is reasonable in the circumstances of the case;
- (b) to the extent permitted by the Act, authorise by resolution the kinds of out-of-pocket expenses which may be borne, paid or reimbursed by the Club if reasonably incurred by a Member, or by the Secretary or any other employee of the Club, in the course of carrying out their duties in relation to the Club; and
- (c) specify the entrance and annual subscription fees payable in respect of each class or sub-class of Member (including without limitation, varying by different amounts the fees payable in respect of different classes or sub-classes).

17.2 The Board and the Chair are authorized by the Members, and have the power, to do all such things as are incidental or conducive to the attainment of one or more of the objects of the Club, including:

- (a) to purchase, lease or otherwise acquire land and hereditaments of any tenure, buildings, real and personal estate or property of all kinds or any interest therein or any easements, rights or privileges which the Club may think requisite for the purpose of, or capable of, being used in connection with any of the objects of the Club;
- (b) to open banking accounts and draw and overdraw on the same and draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable interests;
- (c) to sell improve, develop, lease, mortgage, dispose of, turn to account or otherwise deal with all or any of the property and rights of the Club;
- (d) to erect, establish, construct, maintain, alter or acquire by purchase or otherwise any buildings, works, machinery or apparatus necessary or convenient for the purposes of the Club;
- (e) to raise money by entrance fees subscriptions and other payments payable by Members and to grant any rights and privileges to Members;
- (f) to subscribe to become a member of and co-operate with any other club, association or organisation whether incorporated or not whose objects are altogether or in part similar to those of this Club (but not including any Club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Club under these Rules);
- (g) to purchase and/or apply for a license or permit or other authority under such Act or Acts as are for the time being in force in the State of New South Wales for the purpose of selling and/or distributing intoxicating liquor, tobacco, cigarettes and other supplies and the lawful operation of automatic, vending and gaming machines (including poker machines and other gaming-related devices), and any online gaming platform or service;
- (h) to buy, prepare, make, supply, sell and deal in all kinds of sporting equipment used in connection with the Club's sporting activities or entertainments and all kinds of provisions and refreshments required or used by the members of the Club or other

persons frequenting the playing areas, grounds, Club houses or premises of the Club;

- (i) to borrow or raise and secure the payment of money in such manner as the Club shall think fit in particular by the issue of Debentures or Debenture Stock perpetual or otherwise charged upon all or any of the Club's property (both present and future) and to purchase, redeem or pay off any such securities;
- (j) to lend money on such terms as may seem expedient and to carry on the business of guarantors and to guarantee or become liable for the payment of money or for the performance of any obligations and generally to transact all kinds of guarantee business and for that purpose to give securities over all or any part of the Club's business or undertaking or property both present and future;
- (k) to invest and deal with the moneys of the Club not immediately required upon such securities and in such manner as may from time to time be determined and to sell, dispose of, realise or otherwise deal with any such securities;
- (l) to hire, employ and dismiss personnel, and pay them and other persons in return for services rendered to the Club;
- (m) to take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of the Club or carrying on any business capable of being conducted so as directly or indirectly to benefit the Club;
- (n) to insure against damage or loss any insurable property of the Club and to insure any personnel of the Club against risk, accident or fidelity in the course of their employment by the Club and to effect insurance for the purpose of indemnifying the Club in respect of claims by reason of any such risk, accident or fidelity and to pay premiums or other amounts on such insurances;
- (o) from time to time to make donations to such persons or organisations as the Club may think directly or indirectly conducive to any of its objects or otherwise expedient;
- (p) to enter into any transactions of a treasury nature, including but not limited to, forward rate agreements, foreign currency transactions, interest rate swap or hedging facilities, commodities contracts and any other agreements for the management of risk in relation to any business or transaction whether or not the business or transaction is connected to the borrowing or raising of money and whether pursuant to any International Swaps and Derivatives Association Master Agreement or otherwise;
- (q) to appoint any person to be an agent or attorney of the Club for the purpose of exercising the powers, discretions and authorities vested in or exercisable by the Board for any period and on conditions as the Board decides;
- (r) to authorise an agent or attorney to delegate some or all of the powers, discretions and authorities vested in the agent or attorney; and
- (s) to do all or any of the abovementioned things either singly or in conjunction with any other corporation, company, firm, association, club or person and either as principals, agents, contractors, trustees or otherwise.

## **18. Club Funds**

- 18.1 The income and property of the Club howsoever derived are available solely for the purpose of carrying out all or any of the objects of the Club, and subject to any provision of these Rules to the contrary, no portion thereof may be paid or transferred directly or indirectly by way of dividend, bonus, loan or otherwise by way of profit to the members of the Club, nor shall any portion thereof be loaned to any employee of the Club.
- 18.2 The Voting Members may, upon the recommendation of the Board at the Annual General Meeting, or at a special general meeting, grant an honorarium to any Member for services rendered to the Club.

- 18.3 Nothing in these Rules affects the Board's power to make payments in good faith of remuneration to any person who is not a Member in return for services actually rendered to the Club.
- 18.4 The Board may provide in good faith any profit, benefit or advantage to a Member of the Club which is permitted by the Act.
- 18.5 The Board may pay all or any part of the expenses relating to the burial or cremation of any deceased Member or employee of the Club. The Board may make such payments either to a relative of the deceased, or to the person, firm or corporation carrying out the funeral or cremation.
- 18.6 Except to the extent permitted by the Act and these Rules, no Member may receive any profit, benefit or advantage from the Club that is not offered equally to every Full Member.

## **19. Indemnity**

- 19.1 The Directors and all employees of the Club shall be indemnified from the funds of the Club against all damages and the cost of any legal proceedings that may be instituted against them, or any of them in consequence of the proper performance of their obligations or duties as a Director or employee of the Club. This indemnity does not apply to the extent that any damages or costs arise from the negligent, reckless or intentional act or omission of a Director or employee.

## **20. Annual General Meeting**

- 20.1 The Club must hold a general meeting of members, called the Annual General Meeting, not later than the 31 May each year.
- 20.2 The Board shall at the Annual General Meeting in each year lay before the meeting duly audited and certified working and profit and loss accounts for the Club, and a balance sheet containing a summary of the assets and liabilities of the Club as at the 31st day of December in the year preceding the Annual General Meeting. The balance sheet must be accompanied by a report by the Board as to the state and condition of the affairs of the Club, and the transactions of the Club and the attendance at meetings of each Director during the preceding year.
- 20.3 The business of the Annual General Meeting shall be:-
- (a) to note the minutes of the previous annual meeting and of any special general meeting;
  - (b) to receive from the Board a report and Balance Sheet and statements of accounts for the preceding year;
  - (c) to receive the Auditor's Report and to elect an auditor;
  - (d) to consider and deal with such matters which shall have been submitted to the Board in accordance with these rules; and
  - (e) to consider and deal with any matters which the Board may by resolution determine to submit to the members.
- 20.4 Subject to clause 20.5, any Voting Member who wishes to submit any matter to be discussed at the next Annual General Meeting held in accordance with clause 20.1 must give complete and precise written notice thereof to the Secretary at least twenty-one days before the last Friday in April.
- 20.5 The Board may refuse to include for discussion at the Annual General Meeting, any matter which the Board deems to be inconsistent with the Act or the CTC Act, or of a frivolous, vexatious, extraneous or libellous nature.

- 20.6 In addition to the matters specified in clause 20.3, the Board shall ensure the business of the Annual General Meeting includes provision for the members to receive information from the Board:
- (a) as to proposed expenditure of the funds of the Club on improving, repairing, renovating or rebuilding the premises of the Club during the 12 months following the meeting; and
  - (b) further information, being information:
    - (i) as to the assets and liabilities of the Club and such other information as to the financial affairs of the Club as the Board considers useful and practicable to provide at the meeting; and
    - (ii) current as at the end of the calendar month immediately preceding the Annual General Meeting.
- 20.7 No business or matter shall be brought forward at the Annual General Meeting except as provided by clauses 20.3, 20.4 and 20.6.

## **21. General Meetings**

### **(General meetings - where held)**

- 21.1 All general meetings of Voting Members, including the Annual General Meeting may be held at any two or more venues linked together by any technology provided that it gives Voting Members a reasonable opportunity to participate, including to listen and be heard. Anyone using this technology is taken to be present in person at the meeting.

### **(Notice of general meetings)**

- 21.2 Subject to clause 21.3, at least fourteen days before any Annual General Meeting or other general meeting of Voting Members, the Secretary must cause a notice in writing of the meeting to be sent to every Voting Member at their address in the Club records. The notice must state the time and place where the meeting will be held, and the nature of the business that will be brought before the meeting.
- 21.3 At least one month before any Annual General Meeting or other general meeting which is convened in part or whole for the purpose of dealing with the Rules, the Secretary must cause a written notice of the meeting to be sent to every Voting Member at their address in the Club records. The notice must state the time and place where the meeting will be held, and the nature of the business that will be brought before the meeting.
- 21.4 A notice complies with clauses 21.2 and 21.3 if it is published in a magazine or other publication produced by or under the direction of the Club for distribution or circulation amongst the Members (whether distributed or circulated in hard copy or by electronic means).
- 21.5 To minimise inconvenience to Voting Members, and cost to the Club, a Voting Member may from time to time direct the Secretary in writing not to send to that Voting Member notice of any general meetings, or any other documents otherwise required to be sent to the Voting Member in accordance with these Rules. Such a direction is effective upon receipt by the Secretary. If pursuant to such a written direction the Secretary does not send that Voting Member notice of a general meeting, or any other documents otherwise required to be sent to that Voting Member, then the general meeting and any business conducted at that general meeting, including any vote in respect of a resolution of the Voting Members considered at that general meeting, shall not be invalid or void because the Secretary did not send the notice or other documents to the Voting Member. A direction under this clause may only be reversed by the Voting Member providing a written withdrawal of the direction to the Secretary in writing, and the reversal becomes effective upon receipt by the Secretary.
- 21A.1 Where a resolution is to be put to the Voting Members at a general meeting, including the Annual General Meeting or a special general meeting of Voting Members, the Board may prior to the meeting resolve that the vote in respect of the resolution shall be conducted by way of a Ballot in accordance with these Rules.

- 21A.2 The following provisions of this clause 21A only apply to voting on a resolution if the Board determines to conduct a vote in respect of the resolution by way of a Ballot as contemplated under clause 21A.1.
- 21A.3 Before documents are sent to Voting Members under clause 21A.5, the Board must appoint a Returning Officer to conduct the Ballot, and a Deputy Returning Officer and at least one other scrutineer to assist with the conduct of the Ballot.
- 21A.4 In the absence of the Returning Officer, the Deputy Returning Officer is entitled and obliged to exercise all the powers and duties of the Returning Officer in relation to the ballot.
- 21A.5 Together with the notice of meeting under clause 21.2 or 21.3, at least one month before the general meeting convened in whole or in part for the purpose of considering a resolution (in this clause 21A called the general meeting), the Secretary must send to each Voting Member one copy of:
- (a) an explanatory statement setting out details of the resolution;
  - (b) an uncompleted ballot form providing for the adoption or rejection of the resolution;
  - (c) an uncompleted Voter Declaration; and
  - (d) such other materials (for example, a reply-paid envelope addressed to the Returning Officer at an address specified by the Returning Officer or details for submitting a ballot form by using a form of technology) as the Board considers reasonably appropriate.
- 21A.6 The Secretary must ensure that the explanatory statement referred to in clause 21A.5(a):
- (a) includes a statement as to the purpose of the ballot (for example, "To consider and, if thought fit, pass a resolution of the members of the Club to the effect set out in the business paper accompanying the notice for the meeting");
  - (b) specify the date and time by when the Returning Officer must receive the completed ballot form and completed Voter Declaration (if delivered by post, email or other electronic means) in order for the ballot form to be eligible to be counted in the ballot; and
  - (c) indicate the method by which the member may register a vote by way of Ballot or in person at the meeting (for example, by repeating the words in clause 21A.10(b) to (e) inclusive).
- 21A.7 The Returning Officer is responsible for receiving (and must ensure that appropriate technology is used to receive) completed ballot forms and Voter Declarations in respect of each resolution to be put to the Voting Members at the general meeting and must ensure ballot forms received by the Returning Officer are kept safe.
- 21A.8 The Returning Officer must check (or must ensure that appropriate technology is used to check) each received ballot form and Voter Declaration, if the documents are properly delivered by post or by email or by other electronic means, before the Deadline and, if the documents are properly delivered in person, at the meeting, to the intent that no Voting Member casts or seeks to cast more than one vote in respect of any resolution.
- 21A.9 If a Voting Member has paid all entrance and subscription fees and other moneys payable by that person to the Club as at the Deadline for the meeting, then that Voting Member is entitled to cast one vote in respect of each resolution put to the Voting Members at that meeting.
- 21A.10 In order to register a vote on a resolution to be considered by the meeting, the Voting Member must:
- (a) obtain or receive a ballot form and Voter Declaration;
  - (b) sign and date the Voter Declaration;

- (c) complete the ballot form as instructed so as to indicate a vote for or against the resolution to be considered at the meeting;
- (d) either:
  - (i) place the completed ballot form and completed Voter Declaration in the same envelope (or otherwise as specified in the matter sent to Voting Members under clause 21A.6(c)) marked with the full name of the Voting Member and either:
    - A) post the same to the Returning Officer at the address specified under clause 21A.5(d) such that they are received by the Returning Officer before the Deadline; or
    - B) deliver the same in person to the Returning Officer at the meeting;
  - (ii) deliver the completed ballot form and completed Voter Declaration by email or other electronic means such that they are received by the Returning Officer before the Deadline;
- (e) ensure that a properly completed ballot form and Voter Declaration are received by the Returning Officer:
  - (i) before the Deadline, if the Voting Member wishes to register his or her vote before the meeting; or
  - (ii) at the general meeting, if the Voting Member has not already completed a ballot form,

and any otherwise validly issued and completed ballot form received on or after the Deadline shall be treated as an informal vote and not registered or counted in respect of that resolution, provided that any Voting Member, whose completed ballot form and Voter Declaration are received by the Returning Officer by post after the Deadline, is at liberty to attend the meeting and register a vote with the Returning Officer in person at the meeting.

21A.11 If, before posting, submitting or delivering the completed ballot form and completed Voter Declaration under clause 21A.10(d), a Voting Member satisfies the Returning Officer in person that any of those documents have been spoilt by mistake or accident, then:

- (a) the Voting Member must provide the spoilt document(s) to the Returning Officer;
- (b) the Returning Officer must provide a replacement document(s) to the Voting Member; and
- (c) the Voting Member may vote on the resolutions to be considered at the meeting only by either:
  - (i) before the Deadline, completing the documents required to be completed under clause 21A.10 in the presence of the Returning Officer (or a person nominated for that purpose by the Returning Officer) and immediately providing the completed documents to the Returning Officer (or a person nominated for that purpose by the Returning Officer); or
  - (ii) after the Deadline, in accordance with clauses 21A.10(d)(i)(B) and 21A.10(e)(ii).

21A.12 As soon as practicable after the Deadline and before the meeting, the Returning Officer shall:

- (a) in the presence of the authorised persons, cause the votes to be counted continuously until the Returning Officer has ascertained the number of votes cast before the Deadline in favour of and against the resolution; and

- (b) prepare, sign and deliver to the Secretary and the Chair a certificate setting out the number of votes cast before the Deadline in favour of and against the resolution.
- 21A.13 The Chair may at the meeting declare a resolution as being carried or not carried (as the case may be) if the result of the vote on the resolution is clear from the votes received by the Returning Officer before the Deadline, as certified by the Returning Officer under clause 21A.12(b).
- 21A.14 A vote in respect of a resolution at the meeting must not be resolved on a show of hands or poll only of members present at the meeting. The vote of a Voting Member attending the meeting must be cast using a ballot form and Voter Declaration prepared for that purpose and sent to the Voting Member under clause 21A.4 or otherwise made available by the Returning Officer under these Rules. A Voting Member may not cast a vote at the general meeting in person if before the Deadline the Returning Officer received a properly completed ballot form and Voter Declaration which appears on its face to have been completed by that Voting Member.
- 21A.15 Subject to clause 21A.13, the Returning Officer shall as soon as practicable after the Chair at the meeting declares voting on the resolution to be closed:
- (a) in the presence of the authorised persons, cause the votes cast in person at the general meeting to be counted continuously until the Returning Officer has ascertained the number of votes so cast respectively in favour of and against each resolution;
  - (b) determine the total number of votes cast in favour of and against each resolution (being the sum of those votes cast by post before the Deadline and those votes cast in person at the meeting); and
  - (c) prepare, sign and deliver to the Chair and Secretary a certificate setting out the total number of votes respectively cast in favour of and against each resolution considered by the meeting as determined under clause 21A.15(b).
- 21A.16 Subject to clause 21A.13 and any adjournment of a meeting, the Chair must before closing the meeting declare each resolution as being carried or not carried, in accordance with the information certified by the Returning Officer under clause 21A.15(c).
- 21A.17 No person other than those authorised by the Board to conduct a ballot in accordance with these Rules, is authorised to enter or remain upon the area set apart for the conduct of a ballot, except a Voting Member who enters the area only for the purpose of properly recording a vote.
- 21A.18 Any person present during the activities referred to in clauses 21A.11 to 21A.17 who interferes or attempts to interfere with any documents or records in use at, or obstructs the conduct of those activities may be removed from the area or premises of the Club or Returning Officer by or under the direction of the Returning Officer.
- 21A.19 The Returning Officer is to resolve any doubt in relation to the determination of the resolution, or the validity of any vote, in his or her absolute discretion and is not obliged to supply any reasons for a decision in the exercise of this discretion.

## **22. General Meetings - Not Dealing with the Rules**

- 22.1 Subject to these Rules and the CTC Act, the Board may convene a general meeting of members for any purpose.
- 22.2 The Chair must, upon receipt of a written requisition signed by at least 5% of the Voting Members (each of whom are financial members of the Club as at midnight before receipt of the requisition by the Chair) convene a general meeting of Voting Members for any purpose which is specified in the requisition, other than for a purpose of dealing with the Rules.
- 22.3 The Chair must convene a meeting referred to in clause 22.2 within sixty days after receipt of the requisition, and the business of the meeting shall be confined to any proper purposes

specified in the requisition.

- 22.4 Any Member entitled to attend a general meeting who wishes at a general meeting to ask any question in relation to the financial affairs or any proposed changes to the rules of the Club must, in order to allow the Board an opportunity to obtain relevant information, provide the Secretary with a copy of any such question in writing. The copy must be received by the Secretary no less than 7 days before the date of the general meeting at which the Member wishes to ask any such question.

### **23. General Meetings - Dealing with the Rules**

- 23.1 Subject to the CTC Act, the Board may, and the Chair must upon receiving a written requisition signed by not less than ten Voting Members (each of whom are financial members of the Club as at the date of the receipt of the requisition by the Chair), convene a general meeting of Voting Members for the purpose of dealing with the Rules including without limitation the purpose of adopting new Rules, or repealing or amending these Rules.

23.2 Subject to the CTC Act:

- (a) notice of a meeting referred to in clause 23.1 (in this clause 23.2 called **the meeting**) must be provided as specified in clause 21.3; and
- (b) the meeting is subject to the same conditions as a general meeting of members;
- (c) for at least one month before the date of the meeting, the Secretary must cause details of the proposed changes in or to these Rules, which are to be considered at the meeting, to be posted on the Notice Board;
- (d) if not less than thirty Voting Members are present at the meeting, any proposed new Rules or repeals or amendments of these Rules must be submitted for the consideration of the meeting, and the same may be approved, rejected, or amended by the majority of the meeting or any adjournment thereof, and upon being confirmed as provided by clause 23.3 shall, so far as they are not inconsistent with the Act or the CTC Act, become the Rules of the Club, and binding upon the Members.

23.3 Subject to the CTC Act:

- (a) after any change in or to the Rules has been approved at a meeting referred to in clause 23.1 (in this clause 23.3 called **the former meeting**), the Chair must convene another general meeting of Voting Members (in this clause 23.3 called **the second meeting**) in the same manner, for the purpose of confirming or rejecting the approval;
- (b) the second meeting is subject to the same conditions as a general meeting of Voting Members;
- (c) if not less than thirty (30) Voting Members are present at the second meeting, any proposed new rules or repeals or amendments of these Rules which were approved by the former meeting in accordance with clause 23.2(d) must be put separately to the second meeting (without any amendment), for each thereupon to be confirmed or rejected by a majority of Voting Members determined in accordance with these Rules;
- (d) any new Rules, repeals, or amendments which are duly confirmed by a majority of Voting Members present at the second meeting shall thereupon, but subject to clause 23.5 and so far as they are not inconsistent with the Act or the CTC Act, be binding on all Members.

- 23.4 Any Member disapproving of any change in the Rules may, within one month of confirmation of a change in accordance with clause 23.3(d), resign their membership by delivering written notice to that effect to the Secretary.

- 23.5 If a Member resigns their membership in accordance with clause 23.4, that person shall be relieved from all liabilities which may by the new Rules, alterations, or amendments be

imposed upon the Members.

## **24. General Meetings - Quorum and Majority Voting**

24.1 The quorum at all Annual General Meetings and general meetings is thirty Voting Members.

24.2 Subject to clauses 23.4 and 25, all decisions affecting the Rules or any other matter dealing with the real or personal property or the affairs of the Club which are approved by a majority of Voting Members present at any Annual General Meeting or other general meeting, are immediately binding upon all Members.

## **25. General Meetings - Adjournment**

25.1 If a quorum is not present within half an hour of the time specified for commencement of a general meeting, the chair of the meeting must adjourn the meeting until the same time on the same day of the following week (if that day is a public holiday, then until the same time on the same day of the second following week).

25.2 If no quorum is present at a meeting adjourned under clause 25.1 within half an hour of the time specified for commencement of the adjourned meeting, then the meeting and adjourned meeting lapse.

25.3 The chair of any general meeting may and by resolution of the members present and voting shall adjourn the same from time to time but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

## **26. Chair**

26.1 The Chair is entitled to be chair at all meetings of the Members or any class of them including without limitation the Annual General Meeting and all other general meetings.

26.2 If the Chair is not present at a meeting referred to in clause 26.1, then the Vice-Chair or, in the absence of the Vice-Chair, a member of the Board or in their absence, some other Voting Member elected by the Voting Members present at the meeting shall act as chair of the meeting.

## **27. The Vice-Chair**

27.1 The Vice-Chair shall in the absence of the Chair carry out all the duties and be vested with all the powers conferred on the Chair by these Rules.

## **28. Intentionally deleted**

## **29. Secretary**

29.1 There must be only one Secretary of the Club. The Secretary is to be appointed by the Board at remuneration and on conditions determined by the Board and shall hold office during the Board's pleasure or for such period as it may appoint. The Secretary is also deemed to be the General Manager and the Chief Executive Officer of the Club for the purposes of the Act.

29.2 Any appointment of a Secretary by the Board must be subject to approval by the Licensing Court under the Act.

29.3 The Secretary shall, on all occasions in the execution of his or her office:

- (a) act under the superintendence and control of the Board; and
- (b) be responsible to the Board.

29.4 The instructions of the Board are sufficient authority for any of the Secretary's acts.

29.5 Subject to these Rules, it is the duty of the Secretary:-

- (a) to conduct and manage the affairs of the Club under the direction of the Board;
- (b) to keep in books provided for that purpose, full and accurate minutes of all resolutions and the proceedings at all meetings of members, all meetings of the Board and all Sub-Committees, and to keep a record of the names of Directors present and voting at Board meetings and the time and period of their attendance;
- (c) to keep or cause to be kept a register of all members in accordance with these Rules and the Act;
- (d) to keep all books of account necessary correctly to record all transactions and all the business of the Club, together with all other books of account or records as the Board from time to time determines, for the purpose of fully and correctly showing the Club's operations, position and affairs;
- (e) to receive all the moneys of the Club and to pay the same into the bank at which the Club transacts its business not later than two banking days after the moneys are received;
- (f) to hire and employ all classes of persons whose services may be considered necessary for the purposes of the Club, and to pay them, in return for services rendered to the Club, salaries, wages or other remuneration fixed from time to time by the Board;
- (g) to discontinue at any time the services of any employee with or without notice for inefficiency, irregularity of conduct, disobedience, or other lawful cause;
- (h) to purchase all kinds of goods or provisions required or used by Members, or necessary for conduct of the Club;
- (i) to provide for the safe keeping of all moneys, deeds, documents, securities and records of or belonging to the Club;
- (j) to do all such other lawful acts or things as shall from time to time be determined by the Board.

29.6 If so directed by the Board, the Secretary must deliver up all books, vouchers, records and property of the Club to any person duly authorised by the Board.

29.7 Subject to clause 29.2, if the office of the Secretary is vacant, the Board may appoint any person to perform the duties of the Secretary.

### **30. Auditor**

30.1 At least once in every calendar year, the Board shall cause the accounts of the Club to be examined and the correctness of the Club working accounts, profit and loss account and balance sheet ascertained by one or more auditor or auditors who shall be registered in accordance with section 1280(2) of the Corporations Act, 2001 (Cth).

30.2 Subject to clause 30.8, the auditor or auditors for the next year must be appointed by the Voting Members at each Annual General Meeting.

30.3 The remuneration of the auditor or auditors is to be approved by the Board.

30.4 If at an Annual General Meeting there are more applicants for the position of auditor or auditors than the Voting Members wish to appoint, then the Voting Members present shall vote by a show of hands for the auditor to be appointed (or if more than one is to be appointed, the number to be appointed), and the applicant or applicants securing the greatest number of votes shall be declared by the Chair presiding at the meeting to be appointed.

- 30.5 Any auditor seeking election or re-election must give written notice to the Secretary at least twenty-one days before the date fixed for the Annual General Meeting.
- 30.6 The Secretary must forthwith place a copy of a notice referred to in clause 30.5 on the Notice Board, and ensure it remains so posted until the Annual General Meeting is held.
- 30.7 The giving of a notice under clause 30.5 is a condition precedent to the appointment of any auditor.
- 30.8 If any casual vacancy occurs in the office of auditor (for example, because an auditor appointed at an Annual General Meeting dies or becomes unable or unwilling to perform their duties as an auditor, or resigns), the Board shall as soon as practicable appoint by way of replacement, one or more auditor or auditors who shall meet the criteria in clause 30.1.

### **31. Bank Account**

- 31.1 The appointed bankers to the Club shall be such bank or banks as the Board from time to time appoints in its absolute discretion.
- 31.2 All drawings on any bank account standing in the name of the Club shall be signed by not less than 2 persons from time to time authorised for that purpose by the Board.

### **32. Membership - Types of Members**

- 32.1 Only persons who are 18 years or more of age are eligible to be admitted as a Member in any class of membership (except for the class of Junior Member).
- 32.2 Intentionally deleted
- 32.3 The number of Members must not exceed the maximum permissible for the Club under the Act.
- 32.4 The number of Voting Members must at all times be at least equal to a majority of all Full Members.
- 32.5 A Member must not be enrolled in more than one class (or sub-class) of membership at the same time.
- 32.6 If the Board becomes aware that a Member is enrolled in more than one class (or sub-class) of membership at the same time, the Board may in its discretion cancel any of that Member's memberships so that the Member is enrolled in not more than one class (or sub-class) of membership and the Member will not be entitled to any refund in respect of entrance of subscription fees paid in respect of any such cancelled membership.

### **33. Membership Categories**

- 33.1 The membership of the Club is divided into the following classes:
- (a) Ordinary Members, which class is further divided into the following classes:
    - (i) Gold Members;
    - (ii) Social Members; and
    - (iii) Junior Members
  - (b) Provisional Members, who are:
    - (i) entitled to use only those facilities and premises of the Club as the Board from time to time determines in its absolute discretion; and

- (ii) not entitled to any other rights or privileges provided to any class of Ordinary Member.
  - (c) Life Members;
  - (d) Honorary Members; and
  - (e) Temporary Members.
- 33.2 Those members who were financial full members of TCCL and whose names were entered in the Register of Members of TCCL on the date on which the Independent Liquor and Gaming Authority transfers the club licence of TCCL to the Club (or to the Chairman of the Club to be held for and on behalf of the Club) shall, for the purposes of section 17AC(2) of the Registered Clubs Act, be identified in the Club's Register of Members as Catholic Club Members.
- 33.3 The Board may, in its absolute discretion, create and offer a promotional category of membership in the Club comprised of one or more class of membership. For example, the Board may create and offer to members a multi-year 'perpetual membership' under which a person would become either:
- (a) a Junior Member for such period of time until they become a Gold Member under clause 39A.5, and then remain a Gold Member until such time as they become a Life Member under clause 37.1(c); or
  - (b) a Gold Member until such time as they become a Life Member under clause 37.1(c).

#### **34. Gold Members**

- 34.1 To qualify for admission or continuing membership as a Gold Member a person must:
- (a) be at least 18 years of age;
  - (b) agree upon becoming a Member to be bound by these Rules as validly amended from time to time; and
  - (c) pay the entrance and subscription fees specified by the Board as payable from time to time.
- 34.2 A Gold Member is entitled to receive notice of, attend and vote at general meetings of the Club, and (subject to clause 6.3) to stand for election as a Director.
- 34.3 Except as provided for in these Rules, a Gold Member is entitled to use of all the facilities and premises of the Club made available to Members by the Board or pursuant to these Rules from time to time.

#### **35. Intentionally deleted**

#### **36. Social Members**

- 36.1 To qualify for admission or continuing membership as a Social Member a person must:
- (a) be at least 18 years of age;
  - (b) agree upon becoming a Member to be bound by these Rules as amended from time to time; and
  - (c) pay the entrance and subscription fees specified by the Board as payable from time to time.
- 36.2 A Social Member is entitled to use of only those of the facilities and premises of the Club as

the Board from time to time determines in its absolute discretion.

36.3 Subject to clause 36.2, a Social Member is entitled to all the other rights, powers and privileges of a Gold Member except a Social Member is not entitled to:

- (a) receive notice of, attend or vote at any Annual General Meeting or other general meeting of members (except as otherwise required under the Act); or
- (b) stand for, or propose or second the nomination of a person for election as a Director.

### **37. Life Members**

37.1 A Member will automatically become a Life Member if:

- (a) he or she is a Life Member on the day immediately before the date that approval of these Rules is confirmed by a general meeting of the Club as required by the CTC Act; or
- (b) he or she is a life member of TCCL on the day immediately before the TCCL Amalgamation Date and submits an application to be a member of the Club; or
- (c) they have been a Gold Member, Silver Member or Junior Members continuously for at least forty consecutive years,

and may renew and continue that membership if each year, he or she:

- (d) agrees to be bound by these Rules as validly amended from time to time; and
- (e) pays the entrance and subscription fees specified by the Board as payable from time to time.

37.2 Otherwise, a person may qualify for admission as a Life Member, if he or she has provided long and meritorious service to the Club (whether voluntary or otherwise), and:

- (a) is a Gold Member or an Honorary Member;
- (b) has been nominated for admission as a Life Member in a written nomination form signed by two Voting Members and delivered to the Board for approval in its absolute discretion (if the nomination is approved by the Board, the nomination and reason for the Board granting its approval must be included by the Board in the notice for the next Annual General Meeting); and
- (c) if the Board approves the nomination of the person, elected to be a Life Member by a resolution carried by at least two-thirds majority of Voting Members personally present at the next Annual General Meeting.

37.3 A Life Member is:

- (a) entitled to exercise all the benefits, rights and privileges of a Gold Member;
- (b) entitled to receive notice of, attend and vote at general meetings of the Club, and (subject to clause 6.3) to stand for election as a Director;
- (c) entitled to use of the facilities and premises of the Club which are made available to Gold Members;
- (d) entitled to receive a Life Member's Club badge or token from the Board;
- (e) not obliged to pay any entrance or subscription fees to the Club as from the time of election as a Life Member, but remains responsible for all other prior and ongoing obligations including paying affiliation fees payable to other parties in respect of that

Life Member; and

- (f) not obliged to make any special payment for such life membership.

37.4 A person will be deemed to have been a Member continuously for at least forty consecutive years, even if there has been a break in the membership, but only if the break is less than 12 months in total.

### **38. Honorary Members**

38.1 To qualify for admission or continuing membership as an Honorary Member a person must:

- (a) hold office as a patron of the Club; or
- (b) be a prominent citizen, or a local dignitary (including any such person who the Board determines has rendered outstanding services to the Club or who holds or has held a position of prominence in the Club, the local or relevant sporting communities); and
- (c) agree upon becoming a Member to be bound by these Rules as validly amended from time to time.

38.2 The Board may, in its absolute discretion, elect a person who qualifies under clause 38.1 to be an Honorary Member for a period of not more than one year ending on the next occurring 31st of December.

38.3 An Honorary Member is not obliged to pay any entrance or subscription fees to the Club, but may have their membership cancelled by the Board at any time without notice or reason.

38.4 An Honorary Member is entitled only to such playing and social privileges, and use of such of the facilities and premises of the Club, as the Board from time to time determines in its absolute discretion.

38.5 Subject to clauses 38.2, 38.3 and 38.4, an Honorary Member is entitled to all the rights, powers and privileges of a Gold Member except an Honorary Member is not entitled to:

- (a) any share of or in the property or assets upon a dissolution of the Club;
- (b) receive notice of, attend or vote at any Annual General Meeting or other general meeting of members; or
- (c) stand for, or propose or second the nomination of a person for election as a Director.

### **39. Temporary Members**

39.1 The following persons may be admitted as a Temporary Member in accordance with procedures established by the Board, and provided they pay the entrance or subscription fee (if any) specified by the Board, from time to time:

- (a) a person who ordinarily resides in New South Wales at a place which is more than 5 kilometres from the Club premises (subject to clause 39.2, and any resolution of the Board to the contrary, such a person is deemed to be a Temporary Member for the duration of their visit to the Club premises); or
- (b) a full member of any registered club under the Act or Interstate Club who, at the invitation of the Board or of a Full Member, attends on any day at the premises of the Club for the purpose of participating in an organised sport or competition to be conducted by the Club (subject to clause 39.2, such a person is deemed to be a Temporary Member from the time on that day when the person attends the premises of the Club until the end of that day); or
- (c) a member of another registered club with objects similar to those of the Club (subject

to clause 39.2, such a person is deemed to be a Temporary Member for the duration of their visit to the Club premises).

- 39.2 A Temporary Member is liable to have their membership cancelled by the Board or the Secretary in their absolute discretion at any time without any obligation to provide reasons or notice. The Board may not resolve that a person be a Temporary Member for any unbroken period longer than twelve months.
- 39.3 A Temporary Member is:
- (a) not permitted to introduce guests into the Club;
  - (b) not entitled to receive notice of, attend or vote at any general meeting of the Club;
  - (c) not entitled to stand for election as a Director;
  - (d) entitled only to such playing and social privileges, and use of such of the facilities and premises of the Club as the Board from time to time determines in its absolute discretion.
- 39.4 The Club must prominently display at all times at each entrance on the premises of the Club at which Members and guests are permitted to enter:
- (a) a map that clearly shows the limits of the area within which an ordinary resident of the area does not qualify for admission as a Temporary Member other than under clause 39.1(b); and
  - (b) the provisions of clauses 39.1 to 39.3 and any other rules of the Club which relate to temporary membership of the Club;
  - (c) a copy of the definition of "guest" found in section 4 of the Act.
- 39.5 Without affecting the validity of clause 39.1(b), section 30(10) of the Act does not apply to the Club.

### **39A. Junior Members**

- 39A.1 To qualify for admission or continuing membership as a Junior Member a person must:
- (a) be under the age of 18 years;
  - (b) satisfy the Board that he or she has an interest in taking an active part in the sporting activities of the Club on a regular basis;
  - (c) provide the Board with written consent from their parent or guardian to him or her becoming a Junior Member of the Club; and
  - (d) be someone who, in the opinion of the Board, is suitable to be elected to Junior membership.
- 39A.2 Junior Members must only use those areas of the Club's premises in respect of which an authority has been granted pursuant to Section 22 of the Registered Clubs Act or in respect of which an approval has been granted pursuant to Section 22A of the Registered Clubs Act, and must not be served with or consume alcohol in the premises
- 39A.3 Junior Members must pay such annual subscriptions as the Board may determine from time to time.
- 39A.4 Subject to clause 39A.2, a Junior Member is entitled to all the other rights, powers and privileges of a Gold Member except a Junior Member **is not** entitled to:

- (a) receive notice of, attend or vote at any Annual General Meeting or other general meeting of members (except as otherwise required under the Act);
- (b) stand for or propose or second the nomination of a person for election as a Director; or
- (c) propose or second a person for admission as a member of the Club.

39A.5 When a Junior Member turns 18 years of age, their membership will automatically convert to a Gold Membership.

#### **40. Election of Members**

- 40.1 To be eligible to be a candidate for election as an Ordinary Member of any class, a person must make application in writing for admission as a specific class of Ordinary Member in that same specific class by completing, signing and lodging with the Secretary an application for membership in such form as the Board from time to time requires.
- 40.2 The name and address of each candidate for election as an Ordinary Member of any class must be placed on the Notice Board for at least one week after the application referred to in clause 40.1 is received by the Secretary. An interval of at least 2 weeks must elapse between the proposal of a candidate for election to any class of Ordinary Member and the meeting of the Board which is to consider the candidate's election to that class of Ordinary Member (referred to as the relevant meeting in clauses 40.3 to 40.15).
- 40.3 An interval of not less than 2 weeks must elapse between the proposal of a person for election as any class of Ordinary Member and the relevant meeting.
- 40.4 The election of an Ordinary Member, or decision to approve a nomination for a Member to be elected as a Life Member under clause 37.1 must be by a majority of the Directors present at the relevant meeting. The Board may resolve in its discretion not to accept an application, elect an applicant or approve a nomination for a Member to be elected as a Life Member under clause 37.1 without assigning any reason for the decision.
- 40.5 The Board shall cause a record to be kept of the names of the members of the Board present and voting at all meetings at which applications for admission as a Member are considered.
- 40.6 As soon as practicable following a person being elected as a Full Member, the Secretary will send to the applicant written notice of the election. If an applicant is accepted for membership on or as from a date other than the first day of January in any year, the first annual subscription payable by the applicant may in the discretion of the Board be reduced proportionately to the period elapsed since the previous first day of January.
- 40.7 Subject to clause 40.4, upon payment of the appropriate entrance fee and first annual subscription fee the applicant shall become a Member of the Club in the appropriate class.
- 40.8 Every applicant for membership as a class of Ordinary Member must if required by the Board, produce to the satisfaction of the Board a clearance from any other club or organisation of which the applicant is or has been a member.
- 40.9 All candidates for election as a Member must, if the Board so requires, physically appear before the Board in person before the relevant meeting.
- 40.10 Failure by a candidate to appear as required under clause 40.9, renders the candidate's nomination informal and void unless the Board in its discretion otherwise resolves.
- 40.11 On receipt of a majority of votes of the Directors present and voting at a relevant meeting, a candidate is deemed to be and shall be declared elected.
- 40.12 It is the duty of the Secretary to notify all candidates for election as a Member of their due election under clause 40.11.
- 40.13 The entrance fee and current subscription of any candidate for membership must be paid to

the Secretary at the time a person lodges a form seeking election or admission as a Member.

40.14 Any candidate for membership whose application to become a Member is not accepted by the Board, or who is not elected at any meeting of the Board which considers such an application, is not eligible:

(a) to seek to be elected or admitted as a Member; or

(b) to be introduced into the premises of the Club as a guest of any Member,

for a period of one year commencing from the time the application is not accepted, or the person fails to be elected by the Board.

#### **41. Entrance Fees and Subscriptions**

41.1 On the election or admission of a Member, the Secretary will at once send or give that person notice of the election and the Member is then bound by the Rules and the By-Laws of the Club including any rules set out in the Act.

41.2 Notwithstanding any other provision in these Rules, the annual subscription fee payable by any class of Ordinary Member for membership of the Club must not at any time be less than the minimum amount (if any) prescribed by the Act.

41.3 The entrance fee is such amount as the Board may from time to time resolve in respect of each different class of Member, and is payable at the time a person applies to become a Member.

41.4 Subject to clauses 41.5 and 41.6, the annual subscription fee is:

(a) such amount as the Board may from time to time resolve in respect of each class of Member;

(b) payable by one yearly instalment at the start of each membership year, or if the Board so directs, by monthly, quarterly or half yearly instalments in advance; and

(c) not refundable when a person ceases to be or is suspended as a Member.

41.5 For the purpose of calculating and paying annual subscription payments, a membership year commences on the first day of January in each calendar year and ends on the thirty-first day of December in that calendar year. Despite the foregoing, the Board may determine that all Members in a class or sub-class, or particular Members, are to pay their membership subscription at the applicable rate, for a membership year reckoned from the date of the member's application for membership, or from the member's birthday, in which case, the Board may prescribe transitional arrangements for existing Members, including a rebate for any broken period of less than 12 months such that the actual amount payable is not less than the minimum amount (if any) prescribed by the Act.

41.6 The Board may allow members who duly choose to pay their annual subscriptions in advance for more than one year, such a discount as the Board may from time to time resolve, but any such concession granted by the Board must be made available to all members of the same class and the discount must not reduce the effective annual subscription fee paid by those members to less than the minimum amount prescribed by the Act.

41.7 No Member who has failed to pay entrance or subscription fees as required by these Rules and the Board may hold any office, vote at general meetings, or take part in any of the business of the Club.

#### **42. Non-Payment of Subscriptions**

42.1 Any person whose entrance or annual subscription fees are not paid for three months after they become payable, immediately ceases to be a Member.

### **43. Registers**

43.1 The Club must keep the following registers of Members.

- (a) A register of the persons who are Full Members of the Club. That register must set out the name in full, the occupation and residential address of each Full Member and, if that member is an Ordinary Member, the date on which that member last paid the fee for membership of the Club.
- (b) A register of persons who are Honorary Members of the Club. That register must set out the full name or the surname and initials, and the residential address, of each Honorary Member.
- (c) A register of persons of or above the age of 18 years who enter the premises of the Club as guests of Members. That register must set out, on each occasion on any day on which a person of or above the age of 18 years enters the premises of the Club as the guest of a Member the name in full or the surname and initials of the given names, and the residential address of that guest, the date of that day and the signature of that Member; provided always that if any entry in this register is made on any day in respect of the guest of a Member, it is not necessary for an entry to be made in this register in respect of that guest if that guest subsequently enters the premises of the Club on that day as the guest of that Member.
- (d) A register of persons who are Temporary Members of the Club. That register must set out the full name or the surname and initials, and the residential address of each Temporary Member, the date on which the person was admitted as a Temporary Member and the signature of the Temporary Member. Those particulars must be entered in the Club's Register of Temporary Members when a Temporary Member (other than when a Temporary Member admitted pursuant to clause 39.1(b)) first enters the Club premises on any day.

### **44. Address of Members**

44.1 Each Member must advise the Secretary in writing of any change to the Member's residential address, email address or mobile number (if any).

44.2 A notice or other document may be given by the Club to any Member either:

- (a) personally;
- (b) by sending the notice by post to the address of the Member recorded for that Member in the Register; or
- (c) by sending the notice to the email address, mobile number or electronic (or virtual) address (if any) nominated by the Member.

44.3 Where a notice is sent by post to a Member at the address for the Member which was last notified to the Secretary in accordance with these Rules, it shall for all purposes under these Rules be deemed to have been duly delivered to the Member on the day which is two days after it was sent to the Member at that address.

44.4 Where a notice is sent by email or other electronic means, the notice is deemed to have been given on the day following that on which the notice was sent.

44.5 If a Member has an address outside of Australia and has not supplied the Club with an address within Australia for the purpose of giving notices to him or her, a notice is deemed to have been given on to that Member 24 hours after the notice is posted on the Notice Board.

### **45. Guests - Restrictions**

45.1 Persons under the age of 18 years must not use or operate (or be allowed to do so) poker

machines on the premises of the Club.

- 45.2 Liquor must not be sold or supplied or disposed of on the premises of the Club to persons under the age of 18 years, and persons under the age of 18 years must not consume liquor on the premises of the Club.
- 45.3 Only persons admitted as Members in any of the following classes, and who have paid all relevant entrance and subscription fees in respect of their memberships, may introduce guests to the Club:
- (a) Gold Members;
  - (b) Social Members;
  - (c) Life Members; and
  - (d) Honorary Members.
- 45.4 The right to introduce guests under this clause does not entitle a Member to use of any facilities or premises of the Club which the Member would not otherwise be entitled to use.
- 45.5 A Member must:
- (a) remain in the reasonable company of any guest they introduce to the Club, at all times while the guest is on the Club premises;
  - (b) ensure that the guest does not remain on the Club premises any longer than the Member; and
  - (c) ensure that the guest does not enter or use any parts of the Club premises which the Member is not also authorised to enter or use.
- 45.6 A Director or employee of the Club (in this clause 45.6 called **the authorised person**) is entitled to remove authority for a guest to be present in the premises of the Club, where the authorised person considers that the continued presence of the guest or stranger would not be desirable or in the best interests of the Members or the Club.

## **46. Membership Indicia**

- 46.1 A Member, on being elected, is entitled to receive from the Secretary (either by post or provided for collection by the Member at the Club) a card, or other token of membership as a Member of the Club for the period therein stated.
- 46.2 Any person may be refused admission to or compelled to leave the Club by the Secretary or any employee of the Club unless the Member produces satisfactory evidence of their membership.
- 46.3 Upon a person ceasing to be a Member, each card, token, or badge provided to the person under clause 46.1 reverts to and becomes the absolute property of the Club, and the person must immediately deliver them up to the Secretary.

## **47. Members Bound by the Rules**

- 47.1 The Secretary must, on a person being elected a Member, send the Member a copy of the Rules.
- 47.2 A Member is bound by the Rules immediately upon becoming a Member.
- 47.3 Each person concerned in carrying out and enforcing the Rules against a Member is hereby absolved by the Member from all personal responsibility or legal liabilities arising in respect of that person's actions or omissions.

## **48. Transfer of Membership**

- 48.1 A Member may apply to be transferred by the Board to any other class of membership during the currency of their membership. This provision does not exempt the Member from any provisions in these Rules applicable to admission to the other class of membership.

## **49. Removal from Register - 'Lost' Members Lose Membership**

- 49.1 The Board must revise the Register at least once each year, and may remove from the Register the name of any Member where the Board has reason to believe that the person is no longer alive or the Board is unable to locate the person at the address for the person in the Club records (including without limitation where the Secretary or Board sends mail to a Member at the address for that person in the Club records, and the mail is returned with a notation to the effect that the person is unknown at the address, or similar).
- 49.2 Any person whose name is removed from the Register under clause 49.1 ceases to be a Member on the 31st day of December immediately following removal of their name from the Register.

## **50. Resignation of Membership**

- 50.1 Any person wishing or intending to resign their membership, must give a written notice to the Secretary of their intention so to do.
- 50.2 A person who has delivered a notice in accordance with clause 50.1 does not cease to be a Member unless and until the resignation has been accepted by the Board and the Secretary has duly notified the Member.
- 50.3 Pending communication by the Secretary in accordance with clause 50.2, a person who has given a notice in accordance with clause 50.1 is not liable to pay any annual subscription fees after the date of delivery of the notice, but (subject to clause 23.5) delivery of the notice does not relieve the person from obligation to pay moneys due or payable by the person to the Club or to any Member at the time of delivery of the notice.
- 50.4 The Board must cause a copy of each notice delivered in accordance with clause 50.1 to be displayed on the Notice Board for fourteen days before the notice or resignation is dealt with by the Board.

## **51. No Interest in Club Assets**

- 51.1 No Member shall by reason of their membership have any transmissible or assignable interest by operation of law or otherwise, in any of the assets and property of the Club.
- 51.2 When any Member ceases to be a Member (whether by death or any other cause), all that person's interest in the assets and property of the Club survive, accrue and belong to the other Members for the time being in accordance with these Rules.

## **52. Cessation of Membership**

- 52.1 The membership of any Member ceases forthwith if the person:-
- (a) dies or is declared by any court of competent jurisdiction to have lost mental capacity (or a similar Order is made) or be a person of unsound mind or incapable of managing their affairs;
  - (b) is found by the Board to have made a material mis-statement of fact in their application for membership or in answer to any inquiry by the Board in relation to their application for membership.
- 52.2 If the Board is satisfied by production of evidence that any person who ceased to be a Member under clause 52.1 is no longer subject to that provision, the Board may re-admit the person as

a Member under the rules relating to election of Members, but without the payment of any further entrance fee.

### **53. Employees as Members**

53.1 Consistent with the Act and harm minimization principles, an employee of the Club must not:

- (a) be a Member; or
- (b) use the facilities of the Club except in the course of their duties, or as a guest in the gymnasium or in any of the food and beverage areas known (as at 20 March 2007) as the Esperanto Dining Room, Zest Restaurant, Lime Bar and Omega Lounge but then only:
- (c) as a reward or in recognition of employment, in line with the “employer of choice” strategies adopted by the Board; and
- (d) with the permission of and subject to any conditions imposed by the Secretary.

### **54. Members’ Conduct**

54.1 No Member shall in or in the vicinity of the Club premises, or at any race meeting held or conducted by the Club, or at any other place where the Board considers in its discretion the good name or prestige of the Club may be involved or affected:

- (a) sell or dispose of by any other means any article without the consent of the Board;
- (b) create any disturbance;
- (c) engage in conduct which the Board or the Secretary in its discretion considers to be improper or conduct unbecoming of a Member;
- (d) so conduct themselves as to bring discredit on the Club or its Members;
- (e) damage or wrongfully take away from the Club premises any furniture, fittings or other article or property of or belonging to the Club or another Member;
- (f) wilfully infringe any of the Rules;
- (g) wilfully disobey any of the lawful demands, orders or resolutions of the Board;
- (h) commit or be a party to any fraud or malpractice; or
- (i) contravene the Club’s responsible service of alcohol or gaming policies; or
- (j) engage in conduct or make statements or representations about the Club, or any of its Members or employees, which the Board or the Secretary in its discretion considers to be defamatory or likely to damage the reputation of the Club.

54.2 A Member who creates any disturbance or improperly conducts himself or herself in the premises of the Club must immediately leave the Club premises when ordered to do so by:

- (a) the Chair;
- (b) the Secretary; or
- (c) any employee of the Club for the time being in charge of the premises.

54.3 Any of the persons specified in clause 54.2 may also exclude from the Club premises any Member or other person in accordance with the Club’s responsible service of alcohol or gaming policies or the Liquor Act; and the Member so excluded must immediately leave the

Club premises.

## **55. Hearing in Relation to Member's Conduct**

- 55.1 The Board or the Secretary may, and when directed by the Board so to do must, give any Member notice to appear at a meeting of the Board for a hearing (which is referred to as **the hearing** in clauses 55.1 to 55.14) at which the Member must show cause why the Member should not be suspended or expelled or otherwise dealt with pursuant to any provision of these Rules including without limitation clause 54.1.
- 55.2 Notice given to a Member under clause 55.1 must:
- (a) be in writing and delivered personally or sent by certified or registered post or by electronic means (including fax, email or SMS) to the Member at the address, email address or mobile number for the Member in the Register;
  - (b) specify the date and place scheduled by the Board for the hearing;
  - (c) specify the general nature of the allegations against the Member;
  - (d) contain short particulars of the range of penalties which may be imposed if the allegations are in the opinion of the Board made out (which requirement may be satisfied by providing a copy of clause 55.13); and
  - (e) include information to the effect that the matter may be dealt with and the Member may be subject to such penalties as the Board may impose if the Member does not attend the meeting.
- 55.3 At the hearing, the Member must be given a reasonable opportunity of stating a defence orally, in writing, or by some combination. Subject to the Board's decision to the contrary, the Member is entitled to call any number of factual witnesses to appear at the hearing but is not entitled to any legal or other representation at the hearing.
- 55.4 No Member against whom allegations have been made, or who has been called on to show cause why he should not be suspended or expelled or otherwise dealt with under any provision of these Rules, may commence or prosecute any action or legal proceeding against any other Member who gave evidence (orally or in writing) or exercised any power or duty as Chair, Vice-Chair, Director or a Member of any class.
- 55.5 It is a condition of membership of the Club that all complaints, notices, letters, evidence and other matter arising under or incidental to any complaint and the hearing and determination thereof, and all proceedings and utterances at all general meetings and Board meetings held in connection with the hearing are confidential and privileged and protected accordingly. Subject to clause 55.6, if any action or legal proceedings are taken, this clause may be pleaded as an absolute bar thereto.
- 55.6 Clause 55.5 shall not protect any person against legal liability (if any) for making a false statement with malice.
- 55.7 Any expulsion or suspension of a Member may be at any time revoked or modified by the Board subject to such terms and conditions (if any) as the Board thinks fit.
- 55.8 No application for re-admission by a person who has been expelled from membership may be considered by the Board until 2 years after the person was expelled.
- 55.9 Any resolution by the Board to impose any penalties referred to in clause 55.13 will be by way of secret ballot, and will not be passed unless at least two thirds of the Directors present at the meeting vote in favour of the resolution.
- 55.10 The Board is not obliged to provide any reasons for a decision to impose any penalties referred to in clause 55.13.

- 55.11 The Board may do all or any of the following in relation to the hearing:
- (a) call any Member to appear before it for the purpose of giving any evidence in relation to the allegations;
  - (b) adjourn such hearing for such time as it shall deem fit;
  - (c) proceed with such hearing in the absence of any Member charged as aforesaid and where the Board is satisfied that notice has been duly given as required by clause 55.2;
  - (d) do any other act as may to the Board seem just and equitable in the circumstances and calculated to assist it in its inquiries.
- 55.12 After the hearing, the Board must, in its discretion and to the standard of proof it considers appropriate, determine whether the allegations against the Member have been made out and, if so, allow the Member an opportunity to address the Board in relation to any penalty which the Board may impose.
- 55.13 After the hearing, if satisfied that the allegations or any of them have been made out against the Member, and after allowing the Member an opportunity in accordance with clause 55.12, the Board may:-
- (a) postpone or refrain from imposing any penalty and in lieu thereof to caution the Member; and/or
  - (b) require the Member to enter into a bond with the Club in such terms and subject to such conditions and penalties as it may see fit; and/or
  - (c) order the Member to pay to the Club or to any Member an amount by way of compensation for any damage or loss of any property of the Club or any Member; and/or
  - (d) suspend the Member from all or any of the rights, powers and privileges of a Member for such period and on such conditions as it may deem fit; and/or
  - (e) expel the Member from the Club; and/or
  - (f) make such other order as the Board may lawfully make consistent with the Act and these Rules.
- 55.14 Where a person has been or is to be sent a notice under clause 55.1, the Board may by resolution suspend that person's membership of the Club for any period up to the hearing and any adjournment of the hearing. A person whose membership of the Club has been suspended by the Board under this provision is, for the period of the suspension, not entitled to use or exercise any of the rights or privileges of a Member.
- 55.15 In accordance with the power vested in the Board under clause 17.2(q), the Board may appoint a person to act as an independent arbitrator for the purpose of exercising any of the powers, discretions and authorities vested in or exercisable by the Board under this clause 55. If the Board appoints an independent arbitrator for a hearing in relation to a Member's conduct, then references to 'Board' in this clause 55 are to be read as 'independent arbitrator' as the context requires and to the extent this clause relates to that particular hearing.

## **56. Betting and Games**

- 56.1 No Member shall engage in any gaming or betting contrary to the law, whether or not on the Club's premises.

## **57. Miscellaneous**

- 57.1 A Member must not personally reprimand any employee of the Club. If a Member has a complaint to make against any employee of the Club, the Member must lodge the complaint in writing with the Secretary.
- 57.2 No person shall address the Members or any group while on the Club premises, without the prior permission of the Board, except at a meeting of Members and then only with the permission of the chair of the meeting.
- 57.3 In no circumstances shall any religious, political or other question of a controversial nature be discussed in a manner which is likely, or appears to the Board or a Director likely, to disturb the peace and harmony of the Club.
- 57.4 No Member shall appoint the Club by advertisement or otherwise as a place of business or as a place for meeting applicants for employment, or use the name of the Club in advertisement without the prior written approval of the Board.
- 57.5 No notice, bill or placard shall be exhibited in the Club premises except by or with the written permission of the Secretary.
- 57.6 The decision of the Board on the construction or interpretation of any provision of the Rules or upon any matter affecting the Club and not provided for by these Rules is conclusive and binding on all Members.

## **58. TCCL Retained Funds**

- 58.1 This clause 58 shall only apply from the TCCL Amalgamation Date if the TCCL Retained Funds is transferred to the Club by TCCL on or about the TCCL Amalgamation Date in accordance with the TCCL Amalgamation Documents.
- 58.2 The Club shall use its best endeavours to increase the value of the TCCL Retained Funds to at least a level equivalent to the increase in the Consumer Price Index (Sydney – All Groups) plus 1.0% to 3% per annum, net of costs, in each financial year and, subject to clauses 58.3 and 58.4, must not commit, spend, dispose, mortgage or charge any of the TCCL Retained Funds.
- 58.3 The Board shall appoint a committee comprised of 7 former Directors of TCCL to assist the Board in the retention, management and investment of the TCCL Retained Funds (TCCL Investment Committee). The TCCL Investment Committee will be directed to maximise the return earned on the TCCL Retained Funds over the medium term (i.e. at least 5 years), consistent with international best practice for institutional investment.

Each member of the TCCL Investment Committee shall be paid an honorarium equal to the honorarium they received as a former Director of TCCL immediately before the TCCL Amalgamation Date. Any member of the TCCL Investment Committee who is also a member of the Board, will not be entitled to receive an honorarium in their capacity as a member of the Board for the period they receive an honorarium as a member of the TCCL Investment Committee.

- 58.4
- (a) In constructing an investment portfolio, the TCCL Investment Committee must determine a return profile that is predominantly comprised of income and distributions that will enable the value of the TCCL Retained Funds to increase in the manner specified in clause 58.2 and must have regard to the following:
- (i) TCCL Retained Funds may be invested in the following asset classes:
- A) an at call or term deposit account (with a term ending no more than 5 years after the date of this deed) with an authorised deposit-taking institution in Australia;
- B) Australian government bonds, corporate bonds with a S&P credit

rating of at least AA and maturity date falling on or before the fifth anniversary of the Amalgamation, or asset-backed securities with a S&P credit rating of at least AA;

- C) shares in any ASX 100 company (any share portfolio must be diversified);
  - D) amalgamation opportunities presented by the Board; and
  - E) any other asset class approved in writing by the Board.
- (ii) The investments may be direct or indirect, provided that any indirect investment is in a fund which has been operational for at least five (5) years and holds all licenses required at law;
  - (iii) The TCCL Investment Committee must not make any direct investment in real estate, derivatives or structured products, without the prior written approval of the Board; and
  - (iv) The aggregate of the overall investment in the asset class specified in clause 58.4(a)(i)(C) and in any indirect investment under clause 58.4(a)(ii) must not be more than 50% of the TCCL Retained Funds.
- (b) TCCL Retained Funds may be expended on:
- (i) all taxes payable in relation to the TCCL Retained Funds; and
  - (ii) statutory compliance and operating costs of TCCL as a continuing corporate entity (such as but not limited to directors' expenses and honorariums, employee salaries, consultancy fees, accounting, investment and filing fees with regulatory and investment bodies and insurance costs), any loss arising from any liability or claim by or against TCCL, including legal costs, made, accrued or arising after completion the amalgamation the Club and TCCL.

58.5 The TCCL Investment Committee must provide to the Board monthly financial reports, within 14 days after the end of each month, on the composition and total value of the TCCL Retained Funds and in particular but without limiting the generality of this clause, the reports must state if there has been any expenditure of any part of the TCCL Retained Funds and diminution in the TCCL Retained Funds and if so the reasons for the diminution.

58.6 If there is a de-amalgamation of TCCL and the Club which is completed pursuant to the requirements of the Registered Clubs Act following either:

- (a) a request made by TCCL's Board for de-amalgamation to the Board after the expiry of 4 years but before the expiry of 5 years after the TCCL Amalgamation Date; or
- (b) a decision by the Board to offer to de-amalgamate with TCCL at any time before expiry of 5 years after the TCCL Amalgamation Date,

the TCCL Retained Funds will be transferred by the Club to TCCL (or the new company formed as part of the corporate vehicle for the purposes of the de-amalgamation which is to be known as TCCL No. 2)

58.7 In the event of there being no de-amalgamation referred to in clause 58.6, the TCCL Retained Funds may be used by the Club for its own purposes and this clause 58 will cease to apply and will be automatically repealed.

58.8 This clause 58 shall also not apply and will be automatically repealed if the TCCL Retained Funds are not transferred to the Club in accordance with the TCCL Amalgamation Documents.

58.9 Other than automatic repeal of this clause under clauses 58.6 and 58.7 and despite any other clause of these Rules, this clause 58 may not be amended if such amendment is inconsistent

with the TCCL Amalgamation Documents. Despite any other clause in these Rules, any resolution to amend this clause 58 will also be subject to the following:

- (a) a resolution has been passed by Voting Members by a majority of not less than 75% present and voting at a general meeting called under clauses 23.1 and 23.2 (as modified by this clause 58.7); and
- (b) a separate resolution has been passed by Catholic Club Members referred to in clause 33.2 (who are members of the Club) by a majority of not less than 75% of present and voting at a general meeting called under clauses 23.1 and 23.2 (as modified by this clause 58.7); and
- (c) the requirements of clauses 23 and 24 are otherwise met (as modified by this clause 58.7), including the requirement for a second general meeting of Voting Members under clause 23.3 to confirm or reject any change or repeal.

58.10 If the Club replaces these rules with new rules before the automatic repeal of this rule 58, it must include in the new rules a rule identical to this rule 58.

## **59. TCCL Retained Funds**

- 59.1 This clause 59 shall only apply if TCCL transfers the TCCL Retained Funds to the Club voluntarily before the fifth anniversary of the completion of the Amalgamation and it will take effect immediately from the date the TCCL Retained Funds are transferred to the Club by TCCL to hold in trust for TCCL.
- 59.2 As and from the date that the TCCL Retained Funds are transferred to the Club, a committee, comprised of the seven (7) individuals who are the Directors of TCCL on the date that the Retained Funds are transferred to the Club (**TCCL Investment Committee**) will be automatically established and clause 13 of these Rules will not apply to the TCCL Investment Committee.
- 59.3 The TCCL Retained Funds will be invested under the direction of the TCCL Investment Committee and be held in a separate bank account and must not be transferred to the usual cash reserves of the Club. For the avoidance of doubt, the Club holds the TCCL Retained Funds in trust for TCCL and must not use the TCCL Retained Funds for any purpose (except as permitted under this clause 59), including without limitation using the TCCL Retained Funds as security for or to guarantee any current or future loans of the Club.
- 59.4 The TCCL Investment Committee will have the power to manage and invest the TCCL Retained Funds, is solely responsible for the retention, management and investment of the TCCL Retained Funds and must comply with this clause 59.
- 59.5 A minute of all proceedings and decisions of the TCCL Investment Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by these Rules to be made entered and signed, and a copy of the minute must be presented at the next meeting of the Board after the meeting of the TCCL Investment Committee takes place. Notwithstanding anything contained in these Rules, clause 13 of these Rules shall not apply to the TCCL Investment Committee.
- 59.6 A person will cease to be a member of the TCCL Investment Committee immediately if he or she ceases to be a member of the Club.
- 59.7 If any vacancy occurs on the TCCL Investment Committee or (for example, because a member of the TCCL Investment Committee ceases to be a member of the Club, or dies or becomes unable or unwilling to perform their duties as a member of the TCCL Investment Committee, or resigns), the TCCL Investment Committee may appoint by way of replacement, a Catholic Club Member or a member of the Board to fill that vacancy. This is subject to the requirement that the number of members of the committee shall not be less than four (4) at any time and that the majority of members of the committee are Catholic Club Members.
- 59.8 The proposed honorarium for the members of the TCCL Advisory Committee shall be

determined by the Advisory Committee in its absolute discretion provided that the total combined amount of the honorariums payable to members of the Committee shall not exceed fifty thousand dollars (\$50,000.00) unless approved by the Board. Any member of the TCCL Investment Committee who is also a member of the Board, will not be entitled to receive an honorarium in their capacity as a member of the Board for the period they receive an honorarium as a member of the TCCL Investment Committee.

- 59.9 The TCCL Investment Committee shall use its best endeavours to increase the value of the TCCL Retained Funds to at least a level equivalent to the increase in the Consumer Price Index (Sydney – All Groups) plus 1.0% to 3% per annum, net of costs, in each financial year and, subject to clauses 59.11 and 59.17, must not commit, spend, dispose, mortgage or charge any of the TCCL Retained Funds.
- 59.10 The TCCL Investment Committee must seek to maximise the return earned on the TCCL Retained Funds over the medium term (ie at least 5 years), consistent with international best practice for institutional investment.
- 59.11 In constructing an investment portfolio, the TCCL Investment Committee must determine a return profile that is predominantly comprised of income and distributions that will enable the value of the TCCL Retained Funds to increase in the manner specified in clause 59.9 and must have regard to the following:
- (a) TCCL Retained Funds may be invested in the following asset classes:
    - (i) an at call or term deposit account (with a term ending no more than 5 years after the date of this deed) with an authorised deposit-taking institution in Australia;
    - (ii) Australian government bonds, corporate bonds with a S&P credit rating of at least AA and maturity date falling on or before the fifth anniversary of the Amalgamation, or asset-backed securities with a S&P credit rating of at least AA;
    - (iii) shares in any ASX 100 company (any share portfolio must be diversified);
    - (iv) amalgamation opportunities presented by the Board; and
    - (v) any other asset class approved in writing by the Board.
  - (b) For the purposes of clause 59.11(a)(iv), the TCCL Investment Committee may provide funding to the Club for amalgamation opportunities but it is not legally obliged to do so;
  - (c) The investments may be direct or indirect, provided that any indirect investment is in a fund which has been operational for at least five (5) years and holds all licenses required at law.
  - (d) The TCCL Investment Committee must not make any direct investment in real estate, derivatives or structured products, without the prior written approval of the Board.
  - (e) The TCCL Investment Committee must use reasonable endeavours to ensure the investment of the TCCL Retained Funds is diversified.
  - (f) Unless prior written approval has been obtained from the Board, the TCCL Investment Committee must not:
    - (i) spend more than three hundred and fifty thousand dollars (\$350,000.00) per annum (including the honorariums payable under clause 59.8) unless the circumstances in clause 59.17 apply; and
    - (ii) borrow funds, grant liens, debentures, securities, security interests and mortgages.

- (g) In addition to the investment of the TCCL Retained Funds, the TCCL Investment Committee can use the TCCL Retained Funds for:
    - (i) all taxes payable in relation to the TCCL Retained Funds;
    - (ii) statutory compliance and operating costs of the TCCL Investment Committee (such as but not limited to committee members' expenses and honorariums, consultancy fees, legal fees, accounting, investment and filing fees with regulatory and investment bodies and insurance costs); and
    - (iii) the reasons specified in clause 59.16
- 59.12 The Board shall not be involved in the day-to-day management and investment of the TCCL Retained Funds. However:
- (a) the Board may conduct an investigation into the affairs of the TCCL Advisory Committee if it reasonably believes that there has been or will be a serious material breach of the MOU, Deed of Amalgamation or these Rules by the TCCL Investment Committee or there has been or will be a fraud, misappropriation of funds, or negligent act or omission by any member of the TCCL Investment Committee; and
  - (b) if an actual serious material breach of the MOU, Deed of Amalgamation, or these Rules by the TCCL Investment Committee or an actual instance of fraud, misappropriation of funds, or an actual negligent act or omission by any member of the TCCL Investment Committee has occurred, the Board may take such action as it deems necessary provided that the Board cannot assume responsibility for the management and investment of the TCCL Retained Funds.
- 59.13 If the Board resolves to remove one or more members of the TCCL Advisory Committee pursuant to its powers under 59.12(b), the Board or the remaining committee members as the case may be shall appoint Catholic Club Members or members of the Board to fill those vacancies.
- 59.14 The TCCL Investment Committee must prepare regular financial reports and report to the Board in such manner and at such times as determined by the Board acting reasonably.
- 59.15 If there is a de-amalgamation of TCCL and the Club which is completed pursuant to the requirements of the Act following either:
- (a) a request made by TCCL's Board for de-amalgamation to the Board after the expiry of 4 years but before the expiry of 5 years after the TCCL Amalgamation Date; or
  - (b) a decision by the Board to offer to de-amalgamate with TCCL at any time before expiry of 5 years after the TCCL Amalgamation Date,
- the TCCL Retained Funds will be transferred by the Club to TCCL.
- 59.16 If at any time before the fifth anniversary of the TCCL Amalgamation Date, the Club is in breach (or TCCL reasonably suspects the Club is in breach) of the MOU, Deed of Amalgamation or this clause 59 insofar as the breach relates to the TCCL Retained Funds, then TCCL may issue a written demand to the Club to return some or all of the TCCL Retained Funds and the Club must comply with that demand, subject to TCCL providing a written undertaking to the Club that, in accordance with the Amalgamation Documents, it will transfer the TCCL Retained Funds back to the Club on the fifth anniversary of the TCCL Amalgamation Date unless the circumstances in clause 59.15 apply.
- 59.17 TCCL may use the TCCL Retained Funds and access the TCCL Retained Funds without the consent of the Club to pay for all such reasonable costs associated with any breach of these Rules, the MOU, Deed of Amalgamation or any other agreement between the clubs by the Club and/or the costs associated with a de-amalgamation and such expenditure shall not form part of and be in addition to the amount referred to in clause 59.11(f)(i).

- 59.18 This clause 59 will cease to apply and will be automatically repealed:
- (a) if there is no de-amalgamation referred to in clause 59.15, from the earlier of the date that TCCL notifies CTC that it does not intend to request a de-amalgamation and the fifth anniversary of the TCCL Amalgamation Date. The TCCL Retained Funds may then be used by the Club as permitted by law and these Rules; or
  - (b) if there is a de-amalgamation referred to in clause 59.15 and the TCCL Retained Funds are transferred by the Club to TCCL, from the date the Retained Funds are transferred by the Club to TCCL.
- 59.19 Other than automatic repeal of this clause under clause 59.18 and despite any other clause of these Rules, this clause 59 may not be amended if such amendment is inconsistent with the TCCL Amalgamation Documents as determined by the TCCL Investment Committee. Despite any other clause in these Rules, any resolution to amend this clause 59 will also be subject to the following:
- (a) a resolution has been passed by Voting Members by a majority of not less than 75% present and voting at a general meeting called under clauses 23.1 and 23.2 (as modified by this clause 59.18); and
  - (b) a separate resolution has been passed by Catholic Club Members referred to in clause 33.2 (who are members of the Club) by a majority of not less than 75% of present and voting at a general meeting called under clauses 23.1 and 23.2 (as modified by this clause 59.18); and
  - (c) the requirements of clauses 23 and 24 are otherwise met (as modified by this clause 59.18), including the requirement for a second general meeting of Voting Members under clause 23.3 to confirm or reject any change or repeal.
- 59.20 If the Club replaces these rules with new rules before the automatic repeal of this clause 59, it must include in the new rules a rule identical to this clause 59.