
Constitution of Western Sydney Football Club Limited

(ACN 130 190 242)

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Constitution of Western Sydney Football Club Limited (ACN 130 190 242)

Part 1 - Preliminary

1. Name

The company the subject of this constitution is named the Western Sydney Football Club Limited (ACN 130 190 242) (**Club**). The Club may change its name or adopt another name from time to time in accordance with the requirements of the Corporations Act.

2. Status of the Club and this constitution

2.1 The Club is a public company limited by guarantee.

2.2 This constitution has the effect as a binding contract:

- (a) between the Club and each Member;
- (b) between the Club and each Director, Secretary and other officer of the Club; and
- (c) between each Member and each other Member.

2.3 The completion of a Membership Application by a Member constitutes the Member's agreement to be bound by this constitution and the policies and procedures of the Club.

3. Replaceable rules

The replaceable rules in the Corporations Act do not apply to the Club.

4. Home Ground

4.1 Subject always to clause 4.1(b) and applicable restrictions set out in the Licence Agreement (which includes the requirement that the AFL approve any change to the Training and Administration Base and the Home Ground), the Board may:

- (a) from time to time determine:
 - (1) the Club's Home Ground and Training and Administration Base ; and
 - (2) that the Club will concurrently have more than one Home Ground for the purposes of conducting the Licensed Operations and participating in the Australian Football League; and
- (b) the Board may only change the Training and Administration Base and / or the Home Ground(s) of the Club with the approval of not less than 75% of the Board.

5. Objects and Powers of the Club

The objects and powers for which the Club is established are:-

(a) **Football and Sporting**

- (1) To develop, maintain and foster the ideals of the Club.
- (2) To promote the playing of Australian Football throughout Australia, with a specific focus on developing and growing the game of Australian Football in the Western Sydney Region and its surrounds, the state of New South Wales and the Australian Capital Territory.
- (3) To promote the playing of Australian Football in particular. The Club's primary purpose is to conduct the Licensed Operations, including by maintaining, providing, supporting and controlling a team or teams of footballers in the Australian Football League and in any other Australian Football competition within Australia and, if considered appropriate by the Board and the AFL, in countries other than Australia.
- (4) To enter into, manage and terminate (if necessary) employment contracts and relationships with applicable football personnel, including professional:
 - (A) footballers, to play in the Club's teams; and
 - (B) staff, to act as trainers, managers and coaches of and in relation to the Club's teams.
- (5) Subject to clause 4, to establish, rent, hire, acquire, own or enter into arrangements in relation to the use of grounds, equipment and other facilities necessary for the efficient and successful conduct of the Licensed Operations (including the Training and Administration Base and the Home Ground/s).
- (6) To establish, promote or assist in establishing or promoting or to subscribe to or become a member of or amalgamate with:
 - (A) any club or association or league with objects similar either in whole or in part to those of the Club; or
 - (B) any club or association or league which may be beneficial to the Club, provided that any amalgamation may only be made with a club, association or league that:
 - (C) restricts the distribution of income and property to the same, or to a greater extent, as the Club; and
 - (D) is not a club or team that competes in the Australian Football League, unless otherwise approved by the AFL in its discretion.
- (7) To join and subscribe to the AFL.
- (8) To co-operate with and otherwise assist the AFL (including their successors and/or any other body having similar objects) with a view to conducting the

Licensed Operations and developing and growing the game of Australian Football.

(b) **Social and Facilities**

- (1) To purchase, lease or otherwise acquire from time to time such land, premises, buildings, part of a building or any personal or other property that the Club considers necessary for the conduct of the Licensed Operations and to construct, alter, add to or maintain that land, premises, buildings or other property for that same purpose.
- (2) To sell, transfer, let, sub-let, mortgage, charge, pledge, dispose of or otherwise deal with (**Dispose**) the whole or any part of land, premises, building, part of a buildings or personal or other property that the Club has the legal right to Dispose of.
- (3) To obtain and maintain any permits, licenses or other approvals that are required by law to enable the Club to:
 - (A) conduct the Licensed Operations; or
 - (B) develop, produce, store, sell, promote and advertise goods or services provided or distributed by the Club.
- (4) To obtain and maintain any permits, licenses or other approvals that are required by law in connection with gaming operations and other ancillary activities conducted, and proposed to be conducted by, on behalf of or in connection with the Club and the Licensed Operations.
- (5) To conduct such other business, undertaking or enterprise which is considered to directly or indirectly advance the interests of the Club, the Members, the conduct of the Licensed Operations and/or the game of Australian Football.

(c) **Administration**

- (1) To:
 - (A) enter into employment contracts and relationships with;
 - (B) dismiss and discipline; and
 - (C) pay, salaries, wages, bonuses, gratuities and pensions to,administrative personnel (including staff, secretaries or managers and other persons considered necessary or desirable for administering and managing the business of the Club and the Licensed Operations) in accordance with all applicable laws relating to the employment of persons.
- (2) To:
 - (A) invest and generally deal with the moneys of the Club;

- (B) lease, sell or otherwise deal with the assets (including real or personal property) of the Club;
- (C) borrow or raise or secure the payment of money and finance for the Club;
- (D) draw, make, accept, endorse, execute, discount and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments; and
- (E) give any guarantee for the payment of money or the performance of any obligation or undertaking and on behalf of the Club to give security over the property of the Club

(Financial Dealings) in such a manner and in accordance with procedures and policies determined by the Board from time to time, provided that the Financial Dealings do not compromise the cash-flow or solvency of the Club or the efficient, proper and lawful conduct of the Licensed Operations.

(3) To:

- (A) insure against risks, liabilities and eventualities that a prudent professional organisation engaged in the activities of the same kind as the Licensed Operations would insure against; and
- (B) apply the proceeds of any claim under any insurance policy in such manner and for such purpose as the Board from time to time considers appropriate in the circumstances.

(d) **Community**

To support any charitable or public institution, society, association or any other movement as approved from time to time by the Board and consistent with the Licensed Operations.

(e) **Other General Objects and Powers**

- (1) To accept any gift, loan or bequest of any real or personal property and apply that property to the conduct of the Club's operations (including the Licensed Operations).
- (2) To pursue any other objects which are considered to directly or indirectly advance the interests of the Club, the Members, the conduct of the Licensed Operations and/or the game of Australian Football.
- (3) To do other lawful things as are incidental or conducive to the attainment of the objects described in this clause 5.

6. No distribution to Members

6.1 The Club's income and assets must be used solely to promote the Club's objects.

6.2 The Club must not in any circumstance pay or distribute any profits, income, dividend or assets to the Members.

- 6.3 This does not prevent the Club from in good faith and in the ordinary course of business:
- (a) entering commercial arrangements with Members to acquire goods or services from a Member on reasonable arms length commercial terms normally applicable to the provision of such goods or services (including the acquisition of personal or commercial services, bona fide loan or financing arrangements, and leases or licences of premises or other property); or
 - (b) reimbursing out-of-pocket expenses properly incurred by a Member on behalf of and authorised by the Club or in connection with the Licensed Operations.

7. Limited liability

- 7.1 The liability of Members is limited.
- 7.2 Subject always to clause 7.3, in the event the Club is wound up, present Members (being persons who are Members at the date the Club commences to be wound up) and past members (being persons who were Members at any time during the 12 months immediately preceding the commencement of the winding up), must contribute to the Club's property such monies and other assets necessary to:
- (a) discharge the Club's debts and liabilities at the date the Club is wound up and costs, charges and expenses properly incurred in connection with the winding up; and
 - (b) adjust the rights of the contributories among themselves.
- 7.3 Notwithstanding any other provision of this constitution, no present Member or past member need contribute more than an aggregate of \$2.00 to the winding up of the Club.
- 7.4 On a winding up, any monies or other assets of the Club that remain as a surplus must be given to an institution:
- (a) which has objects similar to the Club's objects;
 - (b) which cannot distribute its income and assets to its Members; and
 - (c) is determined by general resolution of Members.
- If the Members cannot, or do not determine an appropriate institution, the Supreme Court of New South Wales may do so.
- 7.5 If clause 7.4 cannot be given effect, the AFL may determine the appropriate institution to whom any surplus is given. If the AFL does not do so, the Supreme Court of New South Wales may do so.

Part 2 – Membership

8. Members

8.1 Composition of Members and Transitional Membership

The Club will be comprised of the following Members:

- (a) From the date of adoption of this constitution, up to but excluding the Transition Date ñ the Transitional Member. For the avoidance of doubt, the AFL will be the Transitional Member and only Member of the Club from the date of adoption of this constitution to the Transition Date, which includes the entire Transition Period;
- (b) on and from the Transition Date ñ such other persons who become Members of the Club in accordance with this constitution, including by completing a Membership Application and satisfying the criteria for one of the classes of membership set out in clause 8.3.

8.2 **Management of Transition**

Notwithstanding any other provision of this constitution:

- (a) the AFL will cease to be the Transitional Member and only Member of the Club; and
- (b) the Club's membership will thereafter be comprised of such other persons who attain membership in accordance with this constitution,

(the Transition) from the end of the first annual general meeting after the Transition Date, if and only if the following conditions have been satisfied:

- (c) the Board:
 - (1) determines there is no longer a need for a Transitional Member and that the Club is ready and able to effect the Transition;
 - (2) calls a meeting of the Board;
 - (3) prepares, or causes to be prepared, a report that:
 - (A) describes the Club's readiness for the Transition and the systems that the Club has developed for becoming a member based organisation, including the processes and procedures the Club proposes to use for managing and evaluating Membership Applications and establishing a Registry of Members;
 - (B) without limiting 8.2(c)(3)(A), describes the Club's performance against the Transition KPIs and confirms that the Transition KPIs have been met or exceeded (as applicable); and
 - (C) sets out the proposed date of the Transition, provided that the proposed date of the Transition cannot be a date occurring before 1 November 2016 unless otherwise agreed by the AFL,

(Transition Report); and

- (d) the Club:
 - (1) submits the Transition Report to the Transitional Member at least [60] days prior to the date specified by the Board for the Board meeting referred to in clause 8.2(c)(3)(C); and

- (2) promptly (and in any case within 7 days of being requested) provides to the Transitional Member such other information as is requested by the Transitional Member following receipt of the Transition Report; and
- (e) the Transitional Member notifies the Board:
 - (1) that it approves the Transition;
 - (2) that it agrees that the Transition KPIs have been met; and
 - (3) of the date that the Transition will occur ("**Transition Date**").

On the Transition Date, the Transitional Member will cease to be the only Member of the Club and the persons giving the necessary undertakings and otherwise qualifying as Members according to the requirements of this constitution will become the Members.

8.3 **Classes of Membership**

On and from the Transition Date, the Club will consist of the following classes of Members:

(a) **Life Members**

- (1) The Board may from time to time and in its absolute discretion nominate a Member to become a life member of the Club. Subject to clause 8.3(f), a person who agrees to become a Life Member:
 - (A) is not required to annually complete a Membership Application or otherwise renew their membership or pay any Membership Fee whatsoever; and
 - (B) remains a Life Member for the duration of their natural life.
- (2) The Board must consider a player for Life Membership if the player plays 150 senior AFL games with the Club.

(b) **Ordinary Members**

In each year that the Club exists as an entity, a person who:

- (1) will be 18 years of age or older as at 1 January in that year;
- (2) has completed and submitted the current Membership Application and complied with all other applicable application and renewal procedures required by the Club from time to time;
- (3) undertakes to, or in the case of an existing Member affirms its undertaking to, contribute to the Club's property in the manner further described in clause 7 and otherwise in accordance with the Corporations Act;
- (4) has paid the applicable Membership Fee in respect of:
 - (A) the year to which the membership relates; and

- (B) the type of membership they are renewing or the Membership category for which they are applying (being the categories which are further described in this clause 8.3).

For the purposes of this clause 8.3(b)(4), a Membership Fee will be deemed to have been paid by a Member in respect of a particular year if the relevant Member was a Member in the immediately preceding year and paid in full and on time the Membership Fee due for that immediately preceding membership year, and

- (C) has paid the Membership Fee for the current membership year prior to 30 June of that year; or
- (D) is paying the current Membership Fee under an instalment payment plan approved by the Board and all payments under that plan are up-to-date; and

is an ordinary member of the Club (**Ordinary Member**).

Unless the Board determines to the contrary, AFL Greater Western Sydney Football Club Support Members will be Ordinary Members without any requirement to pay any further Membership Fee.

(c) **Junior Members**

In each year that the Club exists as an entity, a person who:

- (1) is under the age of 18 years as at 1 January in that year;
- (2) has completed and submitted the current Membership Application and complied with all other applicable application and renewal procedures required by the Club from time to time;
- (3) has been accepted by the Club as a Junior Member; and
- (4) has paid the appropriate Membership Fee for a junior member prior to 30 June for the relevant membership year;

is a junior member of the club (**Junior Member**).

(d) **Non-Voting Members**

In each year that the Club exists as an entity, a Member who is not an Ordinary Member a Life Member or the AFL, is a Non-Voting Member of the Club (**Non-Voting Member**).

(e) **Deemed Members**

In each year that the Club exists as an entity, but subject to clause 8.3(f):

- (1) a person who prior to 30 June in that year:
 - (A) is a player, officer or full-time employee of the Club; and

- (B) has completed the current Membership Application and complied with all other applicable application and renewal procedures required from time to time by the Club in respect of that person (including by undertaking to, or in the case of an existing Member affirming its undertaking to, contribute to the Club's property in the manner further described in clause 7 and otherwise in accordance with the Corporations Act),

is deemed to be a Member of the Club for that year (**Deemed Member**).

- (2) Deemed Members are not required to pay any Membership Fees in respect of each year that they are a Deemed Member.

(f) **Other Classes of Membership**

Subject to the Corporations Act, the Board in its absolute discretion has the right to establish other classes of membership, or vary existing classes of membership, from time to time.

8.4 The Board may:

- (a) for the purpose of fostering a membership and public support base for the Club prior to the Transition Date - recognise certain members of the public to be honorary members of the Club in accordance with procedures and restrictions for honorary membership established by the Board from time to time and in its discretion provided always that such persons will not have a right to vote at any meeting of the Club or to vote on any ballot, other than in the manner described in clause 23 below; and
- (b) for the purposes of clause 25.6 only during the period up to but excluding the Transition Date - deem certain persons to be Members equivalent to the classes set out in clauses 8.3(a) and (b) even though those persons are not Members of the Club for the purpose of the Corporations Act because:
- (1) they have not satisfied the criteria in clauses 8.3(a) and (b) (as applicable); and
- (2) the Transitional Member is the only Member of the Club up to but excluding the Transition Date.

Such persons so recognised under this clause 8.4(b) will be entitled to exercise and receive the benefits of only those membership rights and privileges that are necessary to effectively discharge the obligations of a Director.

9. Membership Rights

9.1 Prior to the Transition Date:

- (a) the Transitional Member will be entitled to attend, speak and vote at any meeting of the Club, and to vote on any ballot;
- (b) honorary members recognised under clause 8.4(a) will:

- (1) be entitled to attend and speak at any annual general meeting of the Club (other than honorary members who are under the age of 18 years old, or who are excluded from attending or speaking by the Board in its discretion); and
- (2) subject to clause 23, not be entitled to vote at such a meeting or vote on a ballot.

9.2 On and from the Transition Date:

- (a) Ordinary Members and Life Members will be entitled to:
 - (1) attend, speak and vote at any meeting of the Club; and
 - (2) vote on any ballot of the Club;
- (b) Ordinary and Life Members may stand for election as a Director. For the avoidance of doubt, players and full-time employees of the Club who are Deemed Members are not eligible for election as Directors although they may vote on a ballot for the purpose of Part 4 of this constitution; and
- (c) Non-Voting Members:
 - (1) will be entitled to attend general meetings of the Club but are not entitled to speak or vote at any such meeting;
 - (2) are not entitled to vote on any ballot of the Club; and
 - (3) are not entitled to stand for election as a Director.

10. Membership Application and Fees

10.1 Subject to directions given by the AFL from time to time in accordance with the Licence Agreement, the Board has the power from time to time to determine:

- (a) the Membership Fees (including fines and penalties whether for late payment of fees or for any other matter in respect of which the Board considers fines or penalties should be imposed) and other terms and conditions that apply to each class of membership and to determine any period of grace for late payment; and
- (b) that Membership Fees (other than fines or penalties the Board consider should be imposed in respect of matters other than an application for membership of the Club) that would otherwise be payable in respect of any class of membership, are not applicable to or are waived for one or more Sponsors. Any such determination may be subject to any terms or conditions the Board may from time to time decide and that are not otherwise inconsistent with the terms of this constitution.

10.2 For the purpose of determining whether a Membership Fee (either in whole or alternatively in part under an instalment payment plan) has been paid when due, the due date is subject to any grace period determined by the Board from time to time.

10.3 The Secretary must:

- (a) retain all signed Membership Applications; and

- (b) on request produce such applications and records to the Board or the Returning Officer (as applicable).

Upon approval of each Membership Application, the Secretary must cause the details of each Member to be entered into the Register of Members that is maintained under, and in accordance with the requirements of, clause 47.

10.4 Membership of the Club is open from 1 November to 31 October in each year. Unless otherwise determined by the Board, a Member's membership:

- (a) will be in respect of only that single year nominated by the Club on the applicable Application Form;
- (b) commences each year on the later to occur of the date:
 - (1) the Member's details are entered into the Register of Members in respect of that particular year; or
 - (2) the Club has approved the Member's Application Form; and
- (c) ceases on 31 October of the relevant membership year.

10.5 The Club:

- (a) has the absolute and unfettered right to refuse any Membership Application;
- (b) must not accept more than one Membership Application from any person; and
- (c) must not accept any Membership Applications made by a body corporate, a nominee or by a person acting as trustee for another person or other persons.

10.6 In the event that a person pays more than the Membership Fee or makes a donation to the Club in respect of a particular year, the Board may at its sole discretion reduce the Membership Fee for the following year by an amount equivalent to the relevant overpayment or donation.

11. Discipline

11.1 Members must not remove, replace, modify, adapt or damage any Club property without the express written permission of the Board. The Board may require any Member that causes damage to or loss of the Club's property to immediately replace or reimburse the costs of replacing or repairing the relevant property, and that amount will be a debt due and payable by the Member to the Club.

11.2 The Board acting reasonably may from time to time establish codes of conduct and/or disciplinary procedures pertaining to the development, maintenance and protection of the Club's image, reputation, property and culture, and each Member must comply with these codes and procedures. The Board must make any codes or procedures established under this clause 11.2 available for inspection at a place accessible to Members.

11.3 If the conduct of a Member infringes the applicable code of conduct in place at the time of the breach:

- (a) any Director, the Chief Executive Officer or any senior employee of the Club may suspend the membership of that Member until the next occurring Board meeting by providing written notice to the relevant Member within 72 hours of the time to the suspension is to take effect (such notice which must include the reasons for the suspension and details of the next occurring Board meeting (if known)) **(Suspension)**;
- (b) the Board must consider the Suspension at the Board meeting immediately following that Suspension, and has the power to:
 - (1) caution and/or reprimand the Member;
 - (2) fine the Member any reasonable sum determined by the Board;
 - (3) suspend the Member from Club and/or membership privileges for any period, including for life;
 - (4) request the Member to resign his or her membership; and,
 - (5) if a Member does not resign within seven days of being requested by the Board pursuant to clause 11.3(b)(4), expel the Member from membership of the Club.

The Board may not expel or suspend a Member under this clause 11.3(b) without giving that Member a reasonable prior opportunity to be heard.

- 11.4 Persons expelled from membership will not be eligible for membership at any time, except with the consent of the Board.

Part 3 - Proceedings of Members

12. Who may call meetings of Members

- 12.1 Subject always to the rights and obligations of Members and the Board as described in the Corporations Act;
- (a) the Board may call a meeting of Members, when and where the Board decides;
 - (b) the Board must call a meeting of Members when requested by the Members in circumstances where Members are entitled under the Corporations Act to call a meeting; and
 - (c) Members who are entitled to do so under the Corporations Act may call a meeting of Members in the circumstances and subject to the terms provided for in the Corporations Act.

13. Annual General Meetings

The Club must hold an annual general meeting on a date nominated by the Board and in accordance with the Corporations Act.

14. Calling meetings of Members

14.1 At least 21 days' notice must be given of a general meeting. However, unless prohibited by the Corporations Act, the Club may call on shorter notice:

- (a) an annual general meeting, if all Voting Members agree beforehand; and
- (b) any other general meeting, if 50% of Voting Members agree beforehand.

14.2 Notice of a meeting must be given to all current Members, Directors and the auditor.

14.3 A notice of a general meeting must:

- (a) set out the place, date and time for the meeting;
- (b) state the general nature of the meeting's business;
- (c) if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the resolution;
- (d) contain a statement setting out the following information:
 - (1) that the Member has the right to appoint a proxy; and
 - (2) that the proxy must be a Member of the Club or otherwise approved in writing by the Board; and
- (e) contain anything else required by the Corporations Act.

14.4 The business of the annual general meeting may include any of the following, even if not referred to in the notice of meeting:

- (a) the consideration of the annual financial report, Directors' report and auditor's report;
- (b) the appointment of the auditor;
- (c) appointment of Directors; and
- (d) the fixing of the auditor's remuneration.

14.5 Non receipt of notice of a meeting, or failure to give proper notice of a meeting to a person entitled to receive it, does not invalidate anything done at the meeting if:

- (a) the failure was accidental; or
- (b) the person gives notice to the Club that the person waives proper notice or agrees to the thing done at the meeting; or
- (c) the person attends the meeting and:
 - (1) does not object at the start of the meeting to the holding of the meeting; or
 - (2) if the notice omitted an item of business, does not object to the consideration of the business when it is presented to the meeting.

15. Membership at a specified time

For the purpose of a particular general meeting, a person will be regarded as a Member of the Club if they are a Member in accordance with clause 8.3 at the time that notice of the relevant meeting is given under clause 14. In the event of a dispute or ambiguity regarding a person's membership status, the Board may determine whether that person is a Member.

16. Quorum

16.1 Prior to the Transition Date:

- (a) a quorum at any general meeting of the Club will only be constituted where the Transitional Member is present; and
- (b) no decisions or resolutions will be made or passed (as applicable), and no other business will be in any way conducted or transacted, at any general meetings unless and until a quorum exists at the commencement of the meeting.

16.2 On and from the Transition Date:

- (a) a quorum at any general meeting of the Club will only be constituted where 50 Voting Members are personally present;
- (b) no decisions or resolutions will be made or passed (as applicable), and no other business will be in any way conducted or transacted, at any general meetings unless and until a quorum exists at the commencement of the meeting; and
- (c) in determining whether a quorum is present, the chairman must count Voting Members, proxies, attorneys and any other persons entitled to vote. If an individual is attending both as a Member and as a proxy, attorney or in any other capacity, the chairman must count the individual only once.

16.3 In respect of any general meeting (whether held before or after the Transition Date), if there is no quorum present within 30 minutes after the time set out in the notice of meeting then the meeting is adjourned to any day, time and place the chairman reasonably decides. If there is no quorum at that resumed meeting, the meeting is dissolved.

17. Chairman

17.1 The chairman of the Board shall chair all meetings of Members.

17.2 In the event that:

- (a) there is no chairman of the Board, or if the chairman is not present within 10 minutes after the time set out in the notice of meeting or is unable or unwilling to act, the deputy chairman of the Board may chair the meeting;
- (b) there is no deputy chairman, or if the deputy chairman is not present within 10 minutes after the time set out in the notice of meeting or is unable or unwilling to act, the Directors present must elect one of themselves to chair the meeting;

- (c) the Directors present do not elect one of themselves to chair the meeting in accordance with clause 17.2(b), the Members present must elect a person to chair the meeting;
- (d) the Members present do not elect a person to chair the meeting in accordance with clause 17.2(c), the meeting is dissolved.

17.3 The chairman:

- (a) is responsible for:
 - (1) the proper conduct of a meeting of Members; and
 - (2) the procedures of a meeting of Members;
- (b) may act under clause 17.3(a) in any way that is not inconsistent with this constitution or the Corporations Act.

17.4 When questions of order or procedure arise at general meetings, the ruling of the chairman of the meeting will be accepted as the final determination of such questions.

17.5 The chairman of the meeting may exclude any person from a meeting, or cause that person to be ejected or removed from a meeting if that person:

- (a) in the opinion of the chairman:
 - (1) is not complying with the reasonable directions of the chairman; or
 - (2) is unduly disrupting or annoying other Members or the conduct of the Meeting;
- (b) has any audio or visual recording device;
- (c) has a placard or banner;
- (d) has an article or other thing the chairman considers to be dangerous, offensive or liable to cause destruction, disruption or offence;
- (e) refuses to comply with security measures imposed by the Club at the meeting;
- (f) behaves or threatens to behave in a dangerous, offensive or disruptive manner, or is endangering the health or safety of any person; or
- (g) is not:
 - (1) a Member;
 - (2) a proxy, attorney or representative of a Member; or
 - (3) the auditor.

18. Adjournment

- 18.1 Where the chairman considers it reasonable and necessary in the circumstances, the chairman may adjourn a meeting of Members to a day, time and place reasonably determined by the chairman.
- 18.2 The chairman must adjourn a meeting of Members if a majority of Voting Members present at the meeting agree or direct the chairman to do so. The chairman may adjourn the meeting to any day, time and place reasonably determined by the chairman having regard to the circumstances surrounding the relevant adjournment.
- 18.3 When a meeting is adjourned for a period of one month or more, a new notice of the resumed meeting must be given in accordance with this constitution and the Corporations Act.
- 18.4 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

19. How Members make decisions at meetings

- 19.1 A meeting of Members may only make a decision by passing a resolution in accordance with this clause 19.
- 19.2 Subject to clause 19.3, a resolution is only passed when more than 50% of the votes cast by Voting Members attending that meeting (whether in person, by proxy or by attorney) are in favour of the resolution.
- 19.3 Where the Corporations Act or other law provides that a matter may only be approved by a special resolution of a meeting of Members, a special resolution will only be deemed to have been passed where:
- (a) notice has been given of that special resolution in accordance with the Corporations Act and that notice states the resolution and sets out an intention to propose the special resolution; and
 - (b) at least 75% of the votes cast by Voting Members attending that meeting (whether in person, by proxy or by attorney) are in favour of the resolution.
- 19.4 A challenge to a right to vote at a meeting of Members:
- (a) may only be made in accordance with the Corporations Act; and
 - (b) must be promptly determined by the chairman of the meeting, and that decision is final and conclusive.

20. How voting is carried out

- 20.1 A resolution put to the vote at a meeting of Members must be decided on a show of hands, unless a poll is properly requested in accordance with clauses 20.3 and 20.4.
- 20.2 A declaration by the chairman that a resolution is passed, or passed by a particular majority, or lost, and an entry to that effect in the minutes, is sufficient evidence of that fact, unless proved incorrect.
- 20.3 A poll may be requested by:

- (a) at least 5 Voting Members;
 - (b) Voting Members with at least 5% of the votes that may be cast on the resolution on a poll; or
 - (c) the chairman of the meeting.
- 20.4 The poll may be requested:
- (a) before a vote is taken;
 - (b) before the voting results on a show of hands are declared; or
 - (c) immediately after the voting results on a show of hands are declared.
- 20.5 A request for a poll may be withdrawn.
- 20.6 A poll requested on a matter other than the election of a chairman of the meeting or the question of an adjournment must be taken when and in the manner the chairman directs.
- 20.7 A poll on the election of a chairman of the meeting or the question of an adjournment must be taken immediately.
- 20.8 A request for a poll does not prevent the meeting dealing with other business.
- 20.9 If a poll is properly requested, the result of the poll is the resolution of the meeting of that matter.
-

21. How many votes a Member has

- 21.1 At a meeting of the Club (whether before or after the Transition Date) each Voting Member (including, for the avoidance of doubt, the Transitional Member prior to the Transition Date) in person, by proxy or attorney, has one vote, both on a show of hands or on a poll.
- 21.2 If a person represents 2 or more Voting Members, that person has only one vote on a show of hands.
- 21.3 Notwithstanding any other provision of this constitution, a Voting Member is not entitled to vote if that Member or his or her appointees owes any money to the Club or has not paid the relevant Membership Fees in accordance with clauses 8 and 10.
- 21.4 The chairman has a casting vote, and also a vote in their capacity as a Member.
- 21.5 A Life Member who has also a second form of membership will be treated as one Member with one vote in all situations.
-

22. Proxies, attorneys and representatives

- 22.1 A Member, who is entitled to vote at a meeting of Members, may vote on a show of hands and on a poll:
- (a) personally;
 - (b) by one proxy; or
-

- (c) by one attorney.
- 22.2 A proxy or attorney must be a Member of the Club or otherwise approved in writing by the Board.
- 22.3 An appointment of a proxy or attorney must be in a form approved by the Board.
- 22.4 An appointment of a proxy is valid if it:
- (a) is signed or authenticated by the Member making the appointment in accordance with the Corporations Act; and
 - (b) it contains the following information:
 - (1) the Member's name and address;
 - (2) the Club's name;
 - (3) the proxy's name or the name of the office held by the proxy; and
 - (4) the meetings at which the appointment may be used; and
 - (c) otherwise complies with the Corporations Act.
- The Board may decide to accept a proxy even if it contains only some of that information or is otherwise incomplete.
- 22.5 A later appointment of a proxy or attorney revokes an earlier one if both appointments could not be validly exercised at the meeting.
- 22.6 An appointment may specify the way a proxy or attorney is to vote on a particular resolution. A proxy may vote only as directed. The proxy or attorney must vote and otherwise conduct themselves in accordance with the Corporations Act. Unless otherwise specified in the appointment, the proxy or attorney may:
- (a) agree to short notice for the meeting;
 - (b) even if the appointment directs how to vote on a particular resolution:
 - (1) vote on an amendment to the particular resolution, a motion not to put the particular resolution or any similar motion; or
 - (2) vote on a procedural motion, including a motion to elect the chairman, to vacate the chair or adjourn the meeting;
 - (c) speak at the meeting;
 - (d) vote (but only to the extent allowed by the appointment);
 - (e) request or join in a request for a poll.
- 22.7 An appointment of a proxy is effective only if the Club receives the appointment (and any authority under which the appointment was signed or certified copy of the authority) at least 48 hours before the meeting or resumed meeting. The Board may reduce the period for

receipt of a proxy in the notice of meeting to which that proxy relates. The Club receives an appointment or authority when it is received at any one of the following:

- (a) the Club's registered office;
- (b) a fax number at the Club's registered office; or
- (c) a place, fax number or electronic address specified for the purpose in the notice of meeting.

22.8 Subject to the Corporations Act, the requirements of clause 22.7 also apply to the appointment of an attorney. A power of attorney may be lodged for more than one meeting and may apply to all meetings held until a specified date or until the power is revoked.

Part 4 – The Board of Directors

23. Composition of the Board

Pre Transition

23.1 On and from the date that this constitution is adopted up to the end of the first annual general meeting held after the Cessation of Special Funding Date:

- (a) the Board will consist of at least 5 but no more than 11 Directors plus at the Board's discretion, one Executive Director being the Chief Executive Officer for the time being;
- (b) 1 Director position is to be filled by a person appointed by the Transitional Member who is based in the Australian Capital Territory (subject to the ACT Government having in place an agreement with the AFL to play Australian Football League matches in Canberra) (**ACT Director**); and
- (c) all other Director positions on the Board that become vacant are to be filled by persons appointed by the AFL from time to time under this Part 4.

23.2 On and from the end of the first annual general meeting held after the Cessation of Special Funding Date to the end of the first annual general meeting after the Transition Date:

- (a) the Board will consist of at least 5 but no more than 11 Directors plus at the Board's discretion, one Executive Director being the Chief Executive Officer for the time being
- (b) 1 **ACT Director** (subject to the ACT Government having in place an agreement with the AFL to play Australian Football League matches in Canberra);
- (c) 2 Director positions on the Board are to be designated as Elected Director positions to be appointed from time to time under this part 4 by those honorary members recognised by the Board under clause 8.4(a) as if those honorary members were Members for the purposes of this Part 4 only;
- (d) all other Director positions on the Board, are to be AFL Directors

Post Transition

23.3 On and from the end of the first annual general meeting after the Transition Date:

- (a) the Board will consist of at least 5 but no more than 11 Directors plus at the Board's discretion, one Executive Director being the Chief Executive Officer for the time being;
- (b) up to 2 Director positions are to be appointed by the Elected Directors;
- (c) 1 ACT Director (subject to the ACT Government having in place an agreement with the AFL to play Australian Football League matches in Canberra) who will be appointed by the Elected Directors; and
- (d) a Majority of all Directors positions are to be designated as Elected Director positions to be appointed by Members from time to time under this Part 4.

In this clause 23.3 only, a **"Majority"** means:

- (1) in the event there are an even number of Directors positions comprising the Board ñ fifty percent of those positions plus one; and
- (2) in the event there are an odd number of Directors positions comprising the Board ñ fifty percent of those positions rounded up the nearest whole num.

23.4 When appointing a director pursuant to clause 23.3(b), the Board will consider nominees recommended to the Board by the Nomination Committee.

23.5 The members of the Nomination Committee will be appointed by the Board and will consist of an expert in the area of human resources and a respected figure from within the AFL industry. The Nomination Committee will recommend nominees to the Board having reviewed such nominees in accordance with the skill mix set out in clause 23.6.

23.6 When appointing a director pursuant to this clause 23 the AFL and the Elected Directors (as applicable in the circumstances) must:

- (a) consider the overall needs of the Club and the relevant skills and expertise needed at the board level of the Club; and
- (b) take into account whether the person possesses skills and expertise in one or more of the following areas:
 - (1) business management;
 - (2) law;
 - (3) financial management;
 - (4) marketing;
 - (5) media;
 - (6) company directorship;
 - (7) sports management;
 - (8) community engagement; and
 - (9) Australian Football,

- (c) ensure the person is not, by reason of any provision of the Corporations Act, ineligible to be or prohibited from being a director.
- 23.7 If the number of Directors drops below 5, the remaining Directors will use their reasonable endeavours to replace the vacating Director(s) under clause 32.3 by appointing additional Directors to restore a total of at least 5 Directors to the Board.
- 23.8 The Club in general meeting may increase or reduce the number of Directors permitted by this constitution.
- 23.9 No Director will be entitled to appoint an alternate Director.
- 23.10 From the Transition Date and subject to clause 23.11, only an Ordinary Member or a Life Member can be appointed or elected by ballot as a Director.
- 23.11 Subject to clauses 23.1(b) and 28.1(a), players and full-time employees of the Club (whether or not they are Members of any kind) cannot be appointed or elected as a Director under this Part 4.

24. Appointment, Retirement and Rotation of Directors

- 24.1 Subject to clause 24.2, at each annual general meeting, those Non-executive Directors (if any):
 - (a) who have at the date of the meeting been in office for 3 years or more; and
 - (b) those who were the subject of a ~~no~~ confidence motion passed by a majority of the Board at any time since the last annual general meeting was held and who otherwise remain in office,must retire from office at the end of the annual general meeting. Each vacancy so caused will be filled by the Club in accordance with this constitution.
- 24.2 Notwithstanding clause 24.1, for the first 3 annual general meetings on and from the Transition Date (**relevant date**), the Non-executive Directors in office at that relevant date (whether those directors are Elected Directors or otherwise) will retire as follows:
 - (a) at the first annual general meeting held after the relevant date, the two longest serving of those Directors still in office will retire;
 - (b) at the second annual general meeting held after the relevant date, the two next longest serving of those Directors still in office will retire; and
 - (c) at the third annual general meeting held after the relevant date, the two next longest serving of those Directors still in office will retire,in each case in addition to any Elected Director vacancies or any other Director vacancies under clause 26.1.
- 24.3 In respect of persons who become Directors on the same day, for the purpose of clauses 24.1 and 24.2, those to retire shall be determined by lot.
- 24.4 Retiring Directors shall be eligible for re-appointment or re-election by ballot under this Part 4 but in the case of Elected Directors a vacancy may only be filled by election under this Part 4.

- 24.5 In the event of the retirement of, or any casual vacancy in the office of:
- (a) Non-executive Directors (other than of Elected Directors) - the Board may at its discretion and by simple majority appoint a Director to fill the vacancy arising on retirement or the casual vacancy; and
 - (b) Elected Directors - those elected directorships will remain vacant until filled by election by ballot under this Part 4 at the next annual general meeting. The first such election by ballot is to take place at the first annual general meeting to be held after the relevant date referred to in clause 24.2.
- 24.6 Subject to the Corporations Act, any Director who has been appointed or elected to fill a retirement or casual vacancy will hold the applicable office until required to retire in accordance with this clause 24 or the office becomes vacant under clause 26.

25. Election of Directors by Members

- 25.1 At least 42 days prior to each annual general meeting of the Club, the Secretary must give notice in writing to the Members of:.
- (a) all Directors retiring under clause 24; and
 - (b) the number of Elected Director vacancies (if any) that are to be filled by Members ,
- at the relevant annual general meeting.
- 25.2 If there is a vacancy, any Members may nominate any eligible Member for election by giving written notice to the Secretary.
- 25.3 Nominations will close not less than 28 days prior to the date of the applicable annual general meeting. The Board must examine all such nominations prior to that meeting. All Members who, prior to the closing of the nomination period:
- (a) are eligible to be a director;
 - (b) have been nominated by at least one other Member; and
 - (c) have accepted their nomination by notifying the Secretary in writing,
- will be deemed to have been nominated for election as an Elected Director. Directors who have retired under clause 24.1 and who offer themselves for re-election by notifying the Secretary in writing prior the closing of nominations under this clause **Error! Reference source not found.** are deemed to have been nominated.
- 25.4 If the number of Members nominated does not exceed the number of Elected Director vacancies, then those persons nominated will be deemed to have been duly elected and will be declared duly elected as at the end of the relevant annual general meeting.
- 25.5 If the number of Members nominated is greater than the number of Elected Director vacancies, then a ballot will be held to fill vacancies. The ballot must be conducted in accordance with the following procedure:-
- (a) The Secretary will include with the notice of meeting for the annual general meeting:

- (1) a notice setting out that the candidates for election as an Elected Director exceed the number of Elected Director vacancies and that a ballot is to be held; and
 - (2) a:
 - (A) ballot paper in a form approved by the Board containing the names of each of the candidates in alphabetical order; and
 - (B) description of how, where and when a Voting Member may cast their vote.
- (b) For a Voting Member's vote(s) to be valid, each Voting Member's vote on the ballot must:
 - (1) only vote for up to as many candidates as there are Elected Director vacancies to be filled. For example, if there is 1 vacancy, Members have 1 vote; if there are 2 vacancies, Members have up to 2 votes; and so on; and
 - (2) mark the appropriate boxes on the ballot form which corresponds to the candidates they wish to elect.

A Voting Member's ballot form shall not be invalid solely for the reason that the Member did not cast all the votes that the Voting Member was entitled to.
- (c) The candidates that are elected will be the candidates who receive respectively the largest number of votes in the ballot process until each vacancy is filled.
- (d) Voting on the ballot will be open to Voting Members during normal business hours at 9.00am to 5.00pm (EST) Monday to Friday both inclusive commencing on the day when the Secretary gives notice of the ballot, and concluding at 5.00pm (EST) on a date determined by the Board that is not less than 2 Business Days prior to the relevant annual general meeting.
- (e) Members entitled to vote, may vote in person, by post, or by such other means as determined by the Board from time to time.
- (f) The Board may determine rules and procedures in relation to the conduct of the election generally including, to regulate or prohibit:
 - (1) the means, manner and content of distribution of biographical or other promotional or election materials by candidates;
 - (2) the use of Club resources and facilities in respect of the conduct of election campaigns by candidates; and
 - (3) discriminatory, defamatory, offensive or inappropriate conduct or conduct which is otherwise in breach of any statute or law, by candidates.
- (g) The Returning Officer may determine such other rules and procedures in relation to the conduct of the ballot, as the Returning Officer considers desirable to ensure the integrity of the ballot.

- (h) If there are not a sufficient number of candidates nominated to fill all Elected Director vacancies:
 - (1) all candidates are deemed to have been elected;
 - (2) the remaining vacancies may be filled by persons proposed at the annual general meeting by the Voting Members provided that a motion to elect them is carried by a two thirds majority of those Voting Members present (if there are more candidates proposed at the meeting than vacancies remaining then those candidates receiving the highest, the next highest and so on number of votes as well as attaining the two thirds majority will be elected to fill the vacancies until all positions are filled); and
 - (3) if such a motion is not carried the vacancies may be filled by the Board at its discretion.

25.6 The process for filling directorship vacancies created by this Part 4 is as follows:

- (a) the retiring Directors under clause 24 will continue in office until the end of the annual general meeting at which they are due to retire;
- (b) the chairman of the general meeting will declare during the meeting the final results of the ballot or clause 25.5(h)(2) resolution for Elected Director vacancies and the appointees for other Director vacancies; and
- (c) those persons the subject of the chairman's declaration under clause 25.6(b) will all take office at the end of that general meeting.

26. Vacation of office

26.1 Without limiting clauses 24.1 and 24.2, a Director ceases to be a director if:

- (a) the Corporations Act so provides;
- (b) the Director resigns by notice to the Club;
- (c) the Director is absent, without the consent of the Directors, from all Directors' meetings conducted during any six month period;
- (d) the Director becomes mentally incapable of fulfilling that Director's duties as a director and the Director's estate or property has had a personal representative or trustee appointed to administer it;
- (e) the Director:
 - (1) ceases to be a Member; or
 - (2) fails to pay membership dues as and when those dues are payable, pursuant to this constitution; or
- (f) the Director retires pursuant to clauses 24 and 25.6.

26.2 Notwithstanding any other provision of this constitution, if:

- (a) any liquor control and/or gaming legislation applies to the Club from time to time (whether in its own name, or by virtue of any of its associates); and
- (b) such legislation contains requirements in relation to the appointment, election and/or removal of Directors,

then any appointment, election or removal of any Directors under this constitution will be subject to the Club complying with all such legislative requirements.

27. Remuneration

27.1 Unless otherwise approved by the Club in general meeting or the relevant Non-executive Director (whether directly or through associated entities) is a contractor to the Club in some other capacity approved by the Board:

- (a) a Non-executive Director is not entitled to remuneration for their conduct of their directorship; but
- (b) a Non-executive Director will be entitled to be reimbursed, and the Club must reimburse each Non-executive Director, for all expenses properly incurred by the Director in their capacity as a Director of the Club.

27.2 Without limiting clause 27.1, the Club must pay reasonable travelling and other expenses that a Non-executive Director properly incurs in undertaking the Club's business.

28. Director's interests

28.1 Subject to the Corporations Act and other applicable laws and the Licence Agreement, a Director may during his/her directorship:

- (a) hold some other office or position (except as auditor) within the Club, on any terms the Board decides (including a position for which that Director receives market remuneration for the bona fide provisions of any services);
- (b) hold an office or otherwise be interested in any related body corporate or other body corporate, including a related body corporate or other body corporate in which the Club is interested; and
- (c) retain benefits for doing so,

provided that:

- (d) the Director complies with clause 28.4; and
- (e) the relevant office, position or other interest is not a position, office, stake or other interest in a corporation or business engaged in or involved in the fielding of a team in any professional football code (including soccer, rugby union or rugby league) other than the Australian Football League or any Australian Football match other than a match approved by the AFL.

28.2 Subject to the Corporations Act and other applicable laws, a Director who has a material personal interest in a matter that is being considered at a Board meeting may not:

- (a) be present while the matter is being considered at the meeting;
- (b) vote on the matter; and
- (c) be counted in a quorum for a meeting considering the matter.

28.3 Subject to clause 28.2 and the Corporations Act and other applicable laws:

- (a) a Director (or a spouse, parent, child and other relatives of a Director or child of a spouse or other relative, or any entity in which a Director or a spouse, parent, child or other relative of a Director or child of a spouse has an interest) may contract or make an arrangement with the Club (or a related body corporate or a body corporate in which the Club is interested) in any matter in any capacity; and
- (b) a Director may retain benefits under that contract or arrangement and the Club cannot avoid that contract or arrangement because of the Director's interest.

28.4 A Director must disclose to the Board all contracts, arrangements, offices, positions, stakes or other interests referred to in clauses 28.1 and 28.3 that are held by the Director or of which the Director is aware.

Part 5 - Proceedings of Directors

29. Circulating resolutions

- 29.1 The Directors may pass a resolution without a Board meeting being held, if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- 29.2 Separate copies of a document may be used for signing by Directors, if the wording of the resolution and statement is identical in each copy.
- 29.3 The resolution is passed when the last Director signs.
- 29.4 Passage of the resolution must be recorded in the Club's minute books.

30. Calling and conducting meetings of the Board

- 30.1 A Board meeting may be called by any Director giving reasonable notice individually to each other Director.
- 30.2 On the request of any Director, the Secretary must call a Board meeting.
- 30.3 The Board may:
 - (a) meet at such times and places;
 - (b) adjourn its meetings to such times and places; and
 - (c) otherwise conduct and regulate its meetings,as, when and how the Board determines from time to time.

- 30.4 A Board meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A director may only withdraw consent within a reasonable period before the meeting.
- 30.5 A Director will be only be deemed to:
- (a) be present at a Board meeting that is held by telephone link up or other contemporaneous audio or audio visual communication device for the period during which the Director is connected to his or her telephone or other communication device; and
 - (b) have left a meeting that is held by telephone link up or other contemporaneous audio or audio visual communication device:
 - (1) where that Director clearly states to the chairman of the meeting that the Director is disconnecting his or her telephone or other communication device; or
 - (2) where and for the period that the Director's connection to the telephone or other communication device is interrupted or disconnected for some other reason.
- 30.6 The ruling of the chairman of the meeting will be accepted as the final determination of all questions of order or procedure that arise at a Board meeting.
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31. Notice

- 31.1 Notice of a Board meeting must be given to each Director.
- 31.2 The notice must:
- (a) specify the day, time and place of the meeting;
 - (b) state the business to be transacted; and
 - (c) be given at least 48 hours before the meeting, unless all Directors otherwise agree to a shorter period of notice.
- 31.3 If a Director does not receive the notice of a meeting, or a complete notice, as required under clause 31.1, that non-receipt or incomplete notice does not in itself invalidate anything done at the meeting if:
- (a) the failure was genuinely accidental;
 - (b) the Director gives notice to the Club that he or she waives the requirement for notice or agrees to the thing or things done at the meeting; or
 - (c) the Director attends the meeting.
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32. Quorum

- 32.1 The quorum for a Board meeting is **3** of the Non-executive Directors entitled to vote.
- 32.2 For the avoidance of doubt:
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- (a) the quorum must be present at all times during the meeting; and
 - (b) decisions of the Board are only validly passed where there are at least 5 Non-executive Directors present during the making of that decision.
- 32.3 If at the time a Board meeting is scheduled to be conducted there are not sufficient Non-executive Directors in office to form the quorum required by clause 31.1, the remaining Directors may only act at that meeting:
 - (a) to increase the number of Non-executive Directors to a quorum, subject to other requirements set out in this constitution;
 - (b) to call a general meeting of the Club; or
 - (c) in an emergency.

33. Chairman and deputy chairman

- 33.1 The Directors may elect a Director as chairman for any period they decide.
- 33.2 The Directors may elect a Director as deputy chairman for any period they decide.
- 33.3 The Directors may remove the chairman or deputy chairman.
- 33.4 Subject to this clause 33, the chairman is entitled to, and must where reasonably practicable, chair each Board meeting.
- 33.5 In the event that:
 - (a) there is no chairman of the Board, or if the chairman is not present within 10 minutes after the time set out in the notice of meeting or is unable or unwilling to act (for the whole or any part of a meeting), the deputy chairman of the Board may chair the relevant part of the meeting;
 - (b) there is no deputy chairman, or if the deputy chairman is not present within 10 minutes after the time set out in the notice of meeting or is unable or unwilling to act (for the whole or any part of a meeting), the Directors present must elect one of themselves to chair the relevant part of the meeting;
 - (c) the Directors present do not elect one of themselves to chair the meeting in accordance with clause 33.5(b), the meeting is dissolved.

34. Board Decisions

- 34.1 Subject to the Corporations Act, each Director has one vote at each Board Meeting.
- 34.2 Unless otherwise stated in this constitution or required by the Corporations Act, where this constitution refers to:
 - (a) a resolution of the Board;
 - (b) the approval or determination of the Board; or
 - (c) the exercise of a discretion by the Board,

that resolution is passed, the approval or determination is obtained or a discretion is exercised (as applicable) by a majority of the votes cast by Directors entitled to vote on the relevant resolution or other matter.

- 34.3 In the case of an equality of votes, the chairman has a casting vote in addition to his or her vote as a Director.
- 34.4 All acts performed or matters resolved by any Board meeting or by any person acting as a Director will be valid as if that person was validly appointed, notwithstanding the subsequent discovery of some defect in the appointment of such person.

Part 6 - Directors' powers

35. General powers

- 35.1 The Licensed Operations and other business and affairs of the Club are to be managed by or under the direction of the Board.
- 35.2 The Board will liaise with the Chief Executive Officer in respect of all policies that are established or developed by the Board from time to time and particularly as regards the establishment and/or implementation of such policies.
- 35.3 The Board may exercise all the powers of the Club except any powers that the Corporations Act or this constitution requires the Club to exercise in general meeting.

36. Execution of documents

- 36.1 Subject to the Corporations Act, the Club may execute a document without a common seal if the document is signed by:
- (a) two Directors of the Club; or
 - (b) a Director and a company secretary of the Club.
- 36.2 The Club may execute a document for obligations or accommodation in excess of \$100,000 only if authorised by the Board, or by a Board committee with authority given by the Board to do so.
- 36.3 The Board must authorise the execution of any material contracts. Without limitation the Directors must authorise the execution of or delegate the authority to execute:
- (a) any document relating to:
 - (1) employment of any staff or players;
 - (2) the training, playing or administrative facilities or premises of the Club;
 - (3) sponsorship;
 - (4) advertising;
 - (5) finance; or

- (b) any other agreement or document, or category of agreement or document, as the Board may determine from time to time.
 - 36.4 The Board may decide, generally or specifically, that a Director or Secretary may sign certificates for membership of the Club by mechanical or other means.
 - 36.5 This clause does not limit the ways in which the Board may decide that the Club may execute a document (including a deed).
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37. Negotiable instruments

The Board may decide how negotiable instruments (including cheques) may be signed, drawn, accepted, endorsed or otherwise executed by the Club.

38. Committees and delegates

- 38.1 The Board may delegate any of their powers (including this power to delegate) to a committee of Directors. The Board may revoke or vary that delegation from time to time.
 - 38.2 A committee must exercise the powers delegated subject to any directions of the Board and in accordance with the scope of the delegation. The effect of the committee or delegate exercising a power in this way is the same as if the Board exercised it.
 - 38.3 Part 5 of this constitution applies with the necessary changes to meetings of a committee, except that a person that is not a Director does not have a vote at such meetings.
 - 38.4 Without limitation, the Board must duly constitute by way of charter and maintain:
 - (a) an Audit and Finance Committee and;
 - (b) a Remuneration and Nominations Committee.
 - 38.5 The chairman of each of the committees referred to in clause 38.4 must report to each meeting of the Board and the Board must, subject to and in accordance with the Corporations Act, review and resolve to adopt the reports of each committee.
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39. Attorney and agent

- 39.1 The Board may appoint any person to be the attorney or agent of the Club for any purpose, for any period and on any terms (including as to remuneration) the Board from time to time decides.
 - 39.2 The Board may delegate any of their powers to an attorney or agent.
 - 39.3 The Board may from time to time revoke or vary:
 - (a) the appointment under clause 39.1; or
 - (b) any power delegated to the attorney or agent.
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Part 7- Executive Officers

40. Chief Executive Officer

40.1 On or following the date that this constitution is adopted, the Board must appoint a Chief Executive Officer. The Chief Executive Officer will be:

- (a) responsible for the management of the business and affairs of the Club (including the conduct of the Licensed Operations); and
- (b) required to comply with and implement the policies and directions of the Board.

The Board in its discretion may determine that the Chief Executive Officer is to be an executive Director and member of the Board.

40.2 The terms and conditions of the Chief Executives employment (including the period of engagement and remuneration) will be determined by the Board in its discretion. Subject to applicable laws and any agreement between the Club and the Chief Executive Officer, the Board may remove or dismiss the Chief Executive Officer at any time, with or without cause.

40.3 If:

- (a) the employment contract of the Chief Executive Officer expires or is terminated for any reason, the applicable person will (if applicable) automatically cease to hold office as a Director; or
- (b) the Chief Executive Officer is a Director and for any reason ceases to or cannot hold that office for any reason (including because the Chief Executive Officer is not eligible under this constitution to be a Director), then the Chief Executive Officer automatically ceases to hold office as Chief Executive Officer without prejudice to the contractual rights (if any) he or she may have arising from the termination of their employment.

40.4 The Chief Executive Officer will:

- (a) develop a plan to implement the policies and directions of the Board;
- (b) be responsible for the implementation of the policies and directions that are established or developed by the Board. In implementing such policies, the Chief Executive Officer will follow any directions or specific resolutions of the Board;
- (c) be responsible for the carrying out on behalf of the Club of any duties required or appropriate to be carried out by the Club under the provisions of any applicable legislation;
- (d) be responsible for ensuring that correct accounts, reports and books showing the financial affairs of the Club are kept and maintained, including by doing so in accordance with applicable laws, accounting practices and AFL requirements;
- (e) have the power to seek a Board meeting in case of urgent business;
- (f) will arrange to receive and bank all moneys due to the Club and for the payments of all accounts and debts in the name of the Club;

- (g) keep a correct account of the receipts and expenditure of the Club and submit an extract thereof to the Board at each meeting; and
- (h) without limiting clauses 40.4(a) or (b), perform such other tasks, address such matters, and do such other things, as are reasonably required by the Board from time to time.

40.5 The Chief Executive Officer may delegate any or all of his or her powers or responsibilities.

40.6 If the Chief Executive Officer is not a Director of the Club, the Chief Executive Officer may attend and speak at Board meetings, and is entitled to notice of the holding of Board meetings, as if he or she was a Director.

41. Company Secretary

41.1 The Board may appoint one or more company secretaries of the Club for any period and on any terms (including as to the payment and quantum of remuneration) the Board decides.

41.2 Subject to any agreement between the Club and the Secretary, the Board may remove or dismiss the Secretary at any time, with or without cause.

41.3 Unless the Board otherwise decides, the Secretary is the public officer of the Club.

41.4 The Secretary will, in addition to any duties and responsibilities detailed in this constitution, record in the minute books of the Club minutes of all resolutions and proceedings of all general meetings, Board meetings and committee meetings, and will keep and maintain the register of Members and all associated records (including by doing so in accordance with applicable laws, accounting practices and AFL requirements).

42. Indemnity

42.1 To the extent permitted by the Corporations Act, the Club:

- (a) must indemnify each person who is or has been an Officer against any liability incurred as and in connection with their being an Officer of the Club; and
- (b) may at its cost obtain and maintain insurance in respect of each Officer against that liability referred to in clause 42.1(a).

42.2 Subject to the Corporations Act, the Club may enter into an agreement or deed with an Officer under which the Club agrees to do all or any of the following:

- (a) allow the Officer and the Officer's 's advisers access to the Club's books (including minute books) for any agreed period;
- (b) indemnify the Officer against any liability incurred by the Officer as and in connection with their being an Officer of the Club; and
- (c) keep the Officer insured for any period in respect of any act or omission done by the Officer as and in connection with their being an officer of the Club.

- 42.3 In this clause, **Officer** means an officer of the Club and includes the Secretary, the public officer of the Club, the Chief Executive Officer and the Non-executive Directors.
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43. Auditors

- 43.1 The Club will:

- (a) appoint auditors to audit the books of account of the Club; and
- (b) report the results of such audit to the Members on an annual basis

including by doing so in accordance with applicable laws, accounting practices and AFL requirements.

- 43.2 The appointment, conduct, and removal of the auditor will be governed by the Corporations Act and other applicable laws.
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44. Returning Officer

- 44.1 The Returning Officer will be the auditors of the Club or such other persons or organisation determined by the Board from time to time as being appropriate to conduct a ballot.

- 44.2 The Returning Officer of the Club will be responsible for conducting each ballot for the election of Directors under Part 4, in accordance with any rules, guidelines and/or procedures detailed in this constitution or established by the Board from time to time.

- 44.3 The Returning Officer is not entitled to:

- (a) vote at any meeting of the Club;
 - (b) stand for election or accept appointment as a Director; or
 - (c) nominate or second any candidate for election as a Director (or participate in their candidature in any way).
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45. Senior and Assistant Coaches and General Manager Football

- 45.1 The Board will from time to time in its absolute discretion:

- (a) Select, appoint, dismiss, suspend or extend the appointment of the Senior Coach, a Senior Assistant Coach and the General Manager Football; and
- (b) determine the remuneration and other terms and conditions of employment of the Senior Coach, a Senior Assistant Coach and the General Manager Football (provided it does so in consultation with the Remuneration and Nominations Committee).

- 45.2 Assistant Coaches (other than a Senior Assistant Coach) are to be selected and appointed by agreement between the Chief Executive Officer and the Senior Coach. The names of all Assistant Coaches appointed will be submitted to the Board for notification.

- 45.3 The remuneration and the terms and conditions of employment of the Assistant Coaches (other than a Senior Assistant Coach) will be determined from time to time by the Board in consultation with the Remuneration and Nominations Committee.
-

46. AFL Licence

- 46.1 The terms of the Licence Agreement prevail to the extent of any inconsistency between this constitution and that Licence Agreement.
- 46.2 Notwithstanding any other provision of this constitution, this constitution may not be amended in any way unless the relevant amendment has been approved by the AFL in its absolute discretion. Each resolution seeking or approving an amendment to this constitution will by virtue of this clause be conditional on the approval of the AFL.

Part 8 – Records

47. Register of Members

- 47.1 The Club must keep a Register of Members:
- (a) in accordance with applicable requirements of the Corporations Act; and
 - (b) that contains:
 - (1) the full names, addresses and dates of birth of all Members, together with their respective Membership Number and membership category; and
 - (2) such other details as the Board requires from time to time.
- 47.2 The Register of Members may be kept using such means of technology as determined by the Board from time to time.
- 47.3 The Club is only required to allow the inspection of any Register of Members where obligated to do so by the Corporations Act and other applicable laws (including privacy laws).
- 47.4 Unless proved incorrect, the register of Members is sufficient evidence of the matters shown in the register.

48. Minute book

- 48.1 The Club must keep minute books in which it promptly records:
- (a) proceedings and resolutions of meetings of the Members;
 - (b) proceedings and resolutions of Board meetings (including meetings of a committee of the Board);
 - (c) resolutions passed by Members without a meeting; and
 - (d) resolutions passed by the Board without a meeting.
- 48.2 The Club must ensure that minutes of a meeting are signed within a reasonable time after the meeting by one of the following:
- (a) the chair of the meeting; or
 - (b) the chair of the next meeting.

- 48.3 The Club must ensure that the minutes of a resolution passed without a meeting are signed by a Director within a reasonable time after the resolution is passed.
- 48.4 A minute that is so recorded and signed is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.

49. Financial records

- 49.1 The Club must keep and maintain the financial records and produce and disseminate the reports required by the Corporations Act.
- 49.2 The financial records must be audited as required by the Corporations Act.
- 49.3 A copy of the most recent financial report of the Club must be provided to a Member on request.

50. Inspection

Unless authorised by the Board, the Club in general meeting or the Corporations Act, a Member is not entitled to inspect the Club's books.

Part 9 - Notices and Interpretation

51. Written

Notices given in connection with this constitution must be in writing and in English, and may be given by an authorised representative of the sender.

52. Notice to Members

- 52.1 The Club may give notice to a Member:
- (a) personally;
 - (b) by sending it by post to the address of the Member in the Register of Members or the alternative address (if any) nominated by the Member from time to time; or
 - (c) by sending it to the fax number or electronic address (if any) nominated by the Member from time to time.
- 52.2 A notice to a Member is sufficient even if the Member (whether or not a joint Member) is dead, mentally incapacitated, an infant or a bankrupt, and the Club has notice of that event.

53. Notice to Directors

The Club may give notice to a Director:

- (a) personally;
- (b) by sending it by post to the Director's usual residential or business address or any other address nominated by them from time to time;

- (c) if a notice calling a meeting - by sending it to the fax or electronic address (if any) nominated by the Director from time to time, only if all the Directors have consented to the use of that technology; or
- (d) if any other notice - by sending it to the fax or electronic address (if any) nominated by the Director from time to time.

54. Notice to the Club

A person may give notice to the Club:

- (a) by leaving it at the Club's registered office;
- (b) by sending it by post to the Club's registered office; or
- (c) by sending it to the fax or electronic address (if any) of the Club's registered office.

55. Addresses outside Australia

A notice sent by post to or from a place outside Australia must be sent by air mail.

56. Time of service

- 56.1 A notice sent by post within Australia is taken to be given 3 Business Days after posting.
- 56.2 A notice sent by post to or from a place outside Australia is taken to be given 7 Business Days after posting.
- 56.3 A notice sent by fax, or other electronic means, is taken to be given on the Business Day after it is sent (if the sender's transmission report shows that the whole notice was sent to the correct facsimile number or electronic address).

57. Dispute Resolution

- 57.1 Any dispute arising between a Member and the Club in relation to this constitution or otherwise, must be resolved in accordance with the procedure set out in this clause 57 before either party commences any other process for resolving the dispute, including the commencement of court action.
- 57.2 If a party believes that a dispute has arisen, it must serve a dispute notice on the other party, and:
 - (a) the dispute notice must state that a dispute has arisen and identify in sufficient detail what the dispute is about;
 - (b) the dispute notice must be provided to the other party following receipt of which the parties must meet within a period of 14 days to seek to resolve the dispute;
 - (c) failing resolution of the dispute by the parties, the parties may jointly request the appointment of a mediator or failing agreement as to a mediator within 21 days of service of the dispute notice, either party may apply to the President of the Law Society of New South Wales to appoint a mediator;

- (d) once the mediator has accepted the appointment, the parties must comply with the mediator's instructions; and
 - (e) if the dispute is not resolved within 45 days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases and the parties are entitled to pursue any other avenue available to them to resolve the dispute.
- 57.3 The mediator may fix the charges for the mediation which must be paid equally by the parties. The mediator acts as a mediator only and not as an arbitrator.
- 57.4 If the dispute is settled, all parties must sign a terms of settlement agreement and those terms are binding on the parties.
- 57.5 The mediation is confidential and statements made by the mediator or the parties as well as discussions between the participants to the mediation whether before, after or during the mediation, cannot be used in any legal proceedings.
- 57.6 It will be a term of the engagement of the mediator that the parties release the mediator from any Court proceedings relating to the dispute or the mediation.
- 57.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.
- 57.8 This clause 57 does not prevent a person from commencing proceedings for urgent or interlocutory relief.

58. Interpretation

In this constitution, unless the context otherwise requires:

- (a) a word or phrase has the same meaning as it has in the Corporations Act unless the contrary intention appears;
- (b) singular includes plural and plural includes singular;
- (c) words of one gender include any other genders;
- (d) reference to legislation includes any amendment to it, any legislation substituted for it, and any statutory instruments issued under it and in force;
- (e) reference to a person includes a corporation, a firm and any other entity;
- (f) headings do not affect interpretation;
- (g) the Club must not exercise any power in contravention of the Corporations Act and any provision of this constitution that is in contravention of the Corporations Act is to that extent to be read down or, if not capable of being read down, severed;
- (h) A reference to dollars, ~~€~~ or other monies is a reference to the lawful currency of Australia;
- (i) the words "include" and "including" are not used as nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and

- (j) where a person has a discretion or power under this constitution, that discretion or power is absolute and unfettered, unless otherwise stated, but subject always to the restrictions in this constitution and the Corporations Act.

59. Definitions and Interpretation

The following words have the following meaning, unless the contrary intention appears:

AFL means the Australian Football League ACN 004 155 211 and its successors;

Australian Football League means the Australian Football competition conducted and administered by the AFL throughout Australia, and which includes:

- (a) the official football season (including any pre-season and final fixtures) conducted as part of that competition; and
- (b) other events and things connected with the official football season;

Board means the Board of Directors of the Club as constituted from time to time;

Business Day means any day except a Saturday or Sunday or other public holiday in New South Wales;

Cessation of Special Funding Date means the date specified by the AFL, by notice to the Club, as being the date that AFL will cease providing the Club with Special Funding;

Chief Executive Officer means the person appointed by the Board pursuant to clause 40;

Club means the Western Sydney Football Club Limited ACN 130 190 242;

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

Deemed Member has the meaning given to that term in clause 8.3(e);

Director means a director of the Club;

Elected Directors means those Non-executive Directors that are appointed or to be appointed by Members other than the AFL pursuant to Part 4 (including Non-executive Directors appointed by honorary members pursuant to clause 23.1(d));

General Manager Football means the person appointed by the Board pursuant to clause 45 to perform the duties of the General Manager Football of the Club;

Home Ground means the playing arena/s where the Club plays its home games in the Australian Football League, as determined in accordance with clause 4 which as at the date of this Constitution will be Sydney Showgrounds and Manuka Oval, Canberra;

Junior Member has the meaning given to that term in clause 8.3(c);

Licence Agreement means:

- (a) licence agreement executed by the Club and the Australian Football League; and

- (b) any subsequent variation to, or replacement of, the licence agreement referred to in (a);

Licensed Operations means all matters of and incidental to the fielding of a team by the Club in the Australian Football League pursuant to the Licence Agreement;

Life Member has the meaning given to that term in clause 8.3(a);

Member means:

- (a) the Transitional Member; and
- (b) in the case of all persons other than the AFL - a natural person who is a member of the Club in accordance with clause 8 of this constitution;

Membership Application means the application form approved by the Board from time to time for the specific purpose of becoming a Member of the Club or renewing an existing membership.

Membership Fees means the Membership Fees determined in accordance with this constitution, as payable by a Member in respect of each year they are or apply to become a Member of the Club (including fines and penalties whether for late payment of fees or for any other matter in respect of which the Board considers fines or penalties should be imposed);

Nominations Committee means the committee established by the Board for the purpose of recommending nominees to the Elected Directors for appointment to the Board;

Non-executive Director means a Director who is a member of the Board and who is not the Chief Executive Officer;

Non-Voting Member has the meaning given to that term in clause 8.3(d);

Officer has the meaning given to that term in Section 9 of the Corporations Act in relation to officers of a corporation;

Ordinary Member has the meaning given to that term in clause 8.3(b);

Register of Members means the register required under clause 47, and which contains the details of all current and past Members of the Club and such other details as are required by clause 47;

Returning Officer means the person or organisation serving as Returning Officer of the Club in accordance with clause 44;

Secretary means the person appointed under this constitution to perform the duties of company secretary of the Club;

Senior Assistant Coach means the person appointed under this constitution to perform the duties of senior assistant coach of the Club's football team or teams

Senior Coach means the person appointed under this constitution to perform the duties of senior coach of the Club's football team or teams;

Special Funding means special funding or assistance provided to the Club by the AFL in its absolute discretion over and above the base distribution and funding provided to other AFL Clubs:

- (a) provided in each year from the commencement of the Licence Agreement; and
- (b) in addition to the Standard Distribution;

Sponsors means persons who are employed or nominated by, or otherwise representing, a promoter, sponsor or other similar financial (whether in cash or in kind) supporter or contributor to the activities of the Club, the Licensed Operations or its Members;

Standard Distribution means any annual discretionary payment by the AFL:

- (a) to a club participating in the Australian Football League; and
- (b) of the AFL's operating surplus,

which the AFL may determine to distribute from time to time (but excluding always any additional payments, concessions or other allowances made by the AFL to specific clubs or the Club on account of their special financial circumstances or the disparate cost of living in specific locations (including the Western Sydney Region));

Training and Administration Base means the training and administrative base used by the Club in connection with the Licensed Operations which as at the date of this Constitution is Blacktown Olympic Park;

Transition has the meaning given to that term in clause 8.2;

Transition Date has the meaning given to that term in clause 8.2.

Transition KPIs means the following key performance indicators:

- (a) the Club has recorded three consecutive years of net profit in years following the Cessation of Special Funding Date; and
- (b) the Club owns net assets with a value of at least \$5 million; and
- (c) such other key performance indicators agreed by the Club and the AFL from time to time,

Transitional Member means the AFL;

Transition Period means the period from and including the Cessation of Special Funding Date to but excluding the Transition Date;

Voting Member means a Member other than a Non-Voting Member or Junior Member;

Western Sydney Region means the area within a 20km radius of Blacktown Olympic Park.