

FOOTSCRAY FOOTBALL CLUB LTD  
ACN 005 226 595



AMENDMENTS TO THE CONSTITUTION

These Notes are in addition to and form part of the Notice of Annual General Meeting as previously advertised, which is to be held on Tuesday 23<sup>rd</sup> January 2018 at 5pm.

**As per Clause 26.1 of the Constitution, no new Constitution or alterations shall be made except by a 75% majority of votes recorded at an Annual General Meeting or Extraordinary General Meeting.**

Special Resolution

**At the Annual General Meeting, the Members will be requested to vote on the following Special Resolution:**

That the Amended Constitution as tabled at this meeting be adopted as the Constitution of the Footscray Football Club.



**Footscray Football Club Limited**

**(ACN 005 226 595)**

**Amendments to the Constitution - 17 December 2017**

The Table below outlines the amendments (**highlighted in blue text**) made to the Constitution as at 17<sup>th</sup> December 2017:

*\*Please note that any grammatical, punctuation, formatting and Clause Number Amendments made to the Constitution have not been included in the table below.*

Clause No	Original Wording	Amended Wording (either added or deleted)
<b>PART 1 - PRELIMINARY</b>		
1	<b>Name</b> The company the subject of this constitution is named the Footscray Football Club Limited (ACN 005 226 595) (Club). The Club may change its name or adopt another name from time to time in accordance with the requirements of the Corporations Act.	<b>The name of this Club is the Footscray Football Club Limited (ACN 005 226 595) (Club).</b>  <b>The name of the Club's team playing in the AFL Competition is the Western Bulldogs.</b>  <b>The name of the Club's team playing in the VFL Competition is Footscray.</b>  <b>The name of the Club's team playing in the National Women's League is the Western Bulldogs.</b>  <b>Changes to any names of the Club's teams and the naming of any new teams of the Club are to be decided by simple majority resolution of the Board.</b>
4.1	<b>Home Ground</b> Subject always to clause 4.1 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:	Subject always to clause 4.1 and applicable restrictions set out in the Licence Agreement, the Board may:
4.1 (a) (2)	<b>Home Ground</b> that the Club will concurrently have more than one Home Ground for the purposes of conducting the Licensed Operations and participating in the AFL	that the Club will concurrently have more than one Home Ground for the purposes of conducting the Licensed Operations and participating in the AFL <b>Competition, NWL and VFL.</b>

5(a) (3)	<b>Objects and Powers of the Club</b> 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 AFL and in any other Australian Football competition within Australia and, if considered appropriate by the Board and the AFL, in countries other than Australia.	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 <b>AFL Competition, NWL, VFL</b> and in any other Australian Football competition within Australia and, if considered appropriate by the Board and the AFL, in countries other than Australia.
5(a) (6) (C)	<b>Objects and Powers of the Club</b> restricts the distribution of income and property to the same, or to a greater extent, as the Club; and	restricts the distribution of income and property to <b>at least the same</b> extent as the Club; and
5(a) (6) (D)	<b>Objects and Powers of the Club</b> is not a club or team that competes in the AFL, unless otherwise approved by the AFL in its discretion	is not a club or team that competes in the AFL <b>Competition, NWL or VFL</b> , unless otherwise approved by the AFL <b>or AFL Victoria</b> in its discretion.
5(a) (7)	<b>Objects and Powers of the Club</b> To join and subscribe to the AFL	To join and subscribe to the AFL <b>Competition, NWL and VFL</b> .
5(a) (8)	<b>Objects and Powers of the Club</b> To co-operate with and otherwise assist the AFL (including its 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.	To co-operate with and otherwise assist the AFL and <b>AFL Victoria</b> (including <b>their</b> 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.
5(d)	<b>Objects and Powers of the Club</b> To support any charitable community or public institution, society, association or any other movement as approved from time to time by the Board	To support any charitable community or public institution, <b>foundation</b> , society, association or any other movement as approved from time to time by the Board.
7.2	<b>Limited Liability</b> 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:	Subject always to clause 7.3, <b>if the</b> 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:

7.4	<b>Limited Liability</b> 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 Victoria may do so.	On a winding up, any monies or other assets of the Club that remain as a surplus <b>are not to be paid to or distributed among the Members</b> , but must be given to an institution:  (a) which has objects similar to the Club's objects; <b>and</b>  (b) which cannot distribute its income and assets to its <b>members</b> .  <b>The determination of such institution or institutions is to be by general resolution of Members.</b>
8.2;8.3;8.4	<b>Motto and Club Colours</b> Club Colours: (a) the colours of the Club shall be red, white and blue; and (b) the uniform worn shall be as is registered by the AFL or its successor in accordance with its rules.	The colours of the Club shall be red, white and blue.  <b>8.3 The uniform worn shall be as is registered by the AFL and AFL Victoria or their successors in accordance with their rules.</b>  <b>8.4 The emblem of the Club shall be the Bulldog.</b>
<b>PART 2 - MEMBERSHIP</b>		
10.1(b)	<b>Classes of Members, Visitors and Guests</b> To obtain Ordinary membership an applicant must: (i) comply with such requirements as are determined by the Board from time to time; (ii) sign and complete a membership application in the form approved by the Board from time to time; (iii) lodge the application for membership with the Club, on or before the 30th day of June in each year together with the subscription fee that is determined by the Board from time to time.	To <b>become an Ordinary Member</b> , an applicant must: (i) <b>comply with such requirements as are determined by the Board from time to time</b> ; (ii) <b>sign and complete a Membership Application</b> ; (iii) lodge the <b>Membership Application</b> with the Club, on or before the 30 <sup>th</sup> day of June in each year together with the <b>Membership Fee</b> that is determined by the Board from time to time.
10.1(c)	<b>Classes of Members, Visitors and Guests</b> To retain Ordinary membership a Member must: (i) pay such annual subscription fee as is determined by the Board from time to time to the Club before the 30th day of June in each year; and (ii) comply with this constitution;	To retain <b>membership as an Ordinary Member</b> , <b>a person</b> must: (i) pay such annual subscription fee as is determined by the Board from time to time to the Club before the 30 <sup>th</sup> day of June in each year; and (ii) comply with this <b>Constitution</b> ;
10.2(b)	<b>Classes of Members, Visitors and Guests</b> The Board may at its discretion elect as Life members any Director, player or member of the staff who has completed ten years service with the Club and any player who has played 150 senior games with the Club; or (ii) any person who has rendered outstanding service to the Club;	The Board may at its discretion elect as Life members (i) any Director, <b>AFL</b> player or member of the staff who has completed <b>at least</b> ten years service with the Club and any player who has played <b>at least</b> 150 senior games with the Club; <b>(ii) Any AFLW player in</b>

		accordance with the <b>Life Membership Selection Criteria</b> ; or (iii) any person who has rendered outstanding or <b>exceptional</b> service to the Club.
10.2(c)	<b>Classes of Members, Visitors and Guests</b> Any person elected to life membership shall be exempt from payment of any further subscription but shall nevertheless be entitled to all the privileges and benefits and be subject to the same liabilities and duties as an Ordinary Member;	Any person elected to <b>become a Life Member</b> is exempt from payment of any further <b>Membership Fee</b> but shall nevertheless be entitled to all the privileges and benefits and be subject to the same liabilities and duties as an Ordinary Member;
10.2(d)	<b>Classes of Members, Visitors and Guests</b> A Life Member under the age of 18 years is not entitled to take part in or vote at any meetings of the Club;	<b>Clause Deleted</b>
10.2(e)	<b>Classes of Members, Visitors and Guests</b> A Life Member is, subject to clause 10.2(d), entitled to attend all general meetings of the Club and is entitled to vote either personally or by proxy at all general meetings of the Club.	<b>Clause Deleted</b>
10.2(d)		<b>Clause Added:</b> <b>Nothing in clause 10.2(c), prevents a Life Member from continuing to pay membership fees in the interests of the Club if he or she so chooses.</b>
10.3(ii)	<b>Classes of Members, Visitors and Guests</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.	(ii) has completed the current <b>Membership Application</b> 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 <b>Member</b> 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).
10.3(b)		<b>New Clause:</b> Any person elected to become an <b>Honorary Member</b> is exempt from payment of any further <b>Membership Fee</b> but shall nevertheless be entitled to all the privileges and benefits and be subject to the same liabilities and duties as an Ordinary Member.
10.3(c)	<b>Honorary Members</b> An Honorary Member under the age of 18 years is not entitled to take part in or vote at any meetings of the Club.	<b>Clause Deleted</b>
10.3(d)	<b>Honorary Members</b> An Honorary Member is, subject to Clause 10.3(c) entitled to attend all general meetings of the Club and is entitled to vote either personally or by proxy at all general meetings of the Club.	<b>Clause Deleted</b>

10.4(b)	<b>Classes of Members, Visitors and Guests</b> To obtain Venue membership an applicant must:	(b) To <b>become</b> a Venue <b>Member</b> an applicant must:
10.4(c)	<b>Classes of Members, Visitors and Guests</b> To retain Venue membership a member must:	To retain membership <b>as a Venue Member</b> , a person must:
10.4(d)	<b>Classes of Members, Visitors and Guests</b> A Venue Member of the Club shall be entitled to enter any licensed premises of the Club for the purpose of operating gaming machines lawfully installed therein and for the purpose of access to the licensed facilities of the Club;	Venue Member of the Club <b>is</b> entitled to enter any licensed premises of the Club for the purpose of operating gaming machines lawfully installed therein and for the purpose of <b>obtaining</b> access to the licensed facilities of the Club;
10.4(e)	<b>Classes of Members, Visitors and Guests</b> A Venue Member shall not be entitled to take part in or vote at any meetings of the Club;	Venue Member <b>is</b> not entitled to take part in or vote at any meetings of the Club;
10.4(f)	<b>Classes of Members, Visitors and Guests</b> Notwithstanding anything to the contrary contained in this clause the Board may in its absolute discretion refuse any application for Venue membership.	Notwithstanding anything to the contrary contained in this clause, the Board may in its absolute discretion refuse any application <b>for a person to become a Venue Member</b> .
10.5(d)	<b>Classes of Members, Visitors and Guests</b> An Authorised Venue Visitor is not a member of the Club	An Authorised Venue Visitor is not a <b>Member</b> ;
10.6		<b><u>New Heading:</u></b> <b>Overpayment or Donation</b>
10.7		<b><u>New Clause:</u></b> <b>Complimentary Members.</b> <b>The Board may, at its discretion, elect any person to be a member of the Club without the requirement to pay a membership fee (Complimentary Member). A Complimentary Member is entitled to all the rights and privileges of an Ordinary Member, except that a Complimentary Member is not entitled to vote at any general meetings of the Club. with the exception of Staff and Players who have voting rights at any general meetings.</b>
11.1	<b>Refusal of Application</b> The Board may in its absolute discretion and without assigning any reason therefore decline to admit an applicant to membership of the Club.	<b>The Board may in its absolute discretion and without assigning any reason, decline to admit an applicant to membership of the Club.</b>
13.2(a)	<b>Registers kept by Club</b> The Club shall keep a record of each guest and visitor to Premises the subject of a Club Liquor Licence. The record shall include his or her name, address, date of visit, and except in the case of an Authorised Venue Visitor, the name of the member introducing the guest or visitor.	<b>(a)</b> The Club shall keep a record of each guest and visitor to <b>its</b> premises the subject of a Club Liquor Licence. The record shall include <b>the visitor's</b> name, address, date of visit, and except in the case of an Authorised <b>Gaming</b> Visitor, the name of the <b>Member</b> introducing the guest or visitor.

13.2(b)	<b>Registers kept by Club</b> A visitor to the Club must not be supplied with liquor in the Club premises unless the visitor is: a. A guest in the company of a member of the Club; or b. An authorised gaming venue visitor admitted in accordance with the rules of the Club.	A visitor to the Club must not be supplied with liquor in the Club premises unless the visitor is: (1) A guest in the company of a <b>Member</b> ; or (2) an Authorised Gaming Visitor admitted in accordance with the rules of the Club.
<b>PART 3- PROCEEDINGS OF MEETINGS</b>		
19.2	<b>Quorum</b> In respect of any general meeting , 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.	In respect of any general meeting, 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, <b>the Members present in person, by proxy, by attorney or by representative shall constitute a quorum.</b>
20.5(b)	<b>Chairman</b> has any audio or visual recording device;	<b>Uses without permission a recording device to record the meeting;</b>
20.5(c)	<b>Chairman</b> has a placard or banner;	has an <b>unauthorised placard</b> or banner;
22.2	<b>How Members make decisions at meetings</b> Subject to clause 22.3, 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.	Subject to clause 22.3 a resolution is only passed when more than 50% of the votes cast by Voting Members attending that meeting (whether in person, by proxy, by attorney <b>or by representative</b> ) are in favour of the resolution.
22.3(b)	<b>How Members make decisions at meetings</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.	at least 75% of the votes cast by Voting Members attending that meeting (whether in person, by proxy, by attorney <b>or by representative</b> ) are in favour of the resolution.
24.1	<b>How many votes a Member has</b> At a meeting of the Club each Voting Member in person, by proxy or attorney, has one vote, both on a show of hands or on a poll.	At a meeting of the Club each Voting Member in person, by proxy, by attorney, <b>or by representative</b> has one vote.



25.1	<b>Proxies, Attorneys and Representatives</b> 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; 16 (b) by one proxy; or (c) by one attorney.	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; (c) by one attorney; (d) or by one representative.
26.1	<b>Alteration of Constitution</b> No new constitution or alterations of any constitution shall be made except by a three quarters majority of votes recorded either in person or by proxy at an Annual General Meeting or an Extraordinary General Meeting called for that purpose in accordance with the Corporations Act.	No new constitution or alterations of any constitution shall be made except by a No new constitution or alterations of any constitution shall be made except by a <b>75%</b> majority of votes recorded either in person, by proxy, <b>by attorney or by representative</b> at an Annual General Meeting or an Extraordinary General Meeting called for that purpose in accordance with the Corporations Act.
26.2	<b>Alteration of Constitution</b> The Licence Agreement between the AFL and the Club dated 10 December 1985 provides that any alteration or amendment to this constitution must have the prior written consent of the AFL, which shall not be unreasonably withheld.	<b>Any alteration or amendment to this Constitution must have the prior written consent of the AFL.</b>
<b>PART 4 – THE BOARD OF DIRECTORS</b>		
27.3	<b>Rotation of resignation of Directors</b> The Board shall determine Directors' order of rotation if required.	<b>Clause Deleted</b>
27.4	<b>Alternate or Substitute Director</b> The Board or any Director with the approval of the Board may appoint any Member to be an alternate or substitute Director in place of an absent Director during such period as it or he thinks fit. Any person while he so holds office as an alternate or substituted Director shall be entitled to notice of meetings of the Directors and to attend and vote thereat accordingly.	The Board or any Director with the approval of the Board may appoint any Member to be an alternate or substitute Director in place of an absent Director during such period as it or <b>s/he</b> thinks fit. Any person while he so holds office as an alternate or substituted Director shall be entitled to notice of meetings of the Directors and to attend and vote <b>there at</b> accordingly.
29.2	<b>Office Bearers</b> The Vice President shall be Deputy Chairman of the Board of Directors, must be a member of the Club and shall be chosen by the Board from amongst its members at the first Board Meeting each year. The Vice President shall hold office from year to year but shall be eligible to serve as Vice President in any one or more successive or non-successive years	The Vice President shall be Deputy Chairman of the Board of Directors, must be a <b>Member</b> and shall be chosen by the Board from amongst its members at the first Board Meeting each year. The Vice President shall hold office from year to year but shall be eligible to serve as Vice President in any one or more successive or non-successive years.
31.1(b)	<b>Disqualification of Members of the Board</b> If the Director be convicted of an indictable offence.	The Director <b>is</b> convicted of an indictable offence.



31.1(c)	<b>Disqualification of Members of the Board</b> If in the opinion of the majority of the Board the Director becomes from any cause incapable of attending to the Director's duties;	In the opinion of <b>at least 75%</b> of the Board, the Director becomes, from any cause, incapable of attending to the Director's duties;
31.1(d)	<b>Disqualification of Members of the Board</b> If the Director commits any acts in breach of this constitution or the by-laws of the Club rendering the Director's membership liable to forfeiture or suspension and the Board resolved that the Director's office be vacated.	<b>Disqualification of Members of the Board</b> If the Director commits any acts in breach of this Constitution or the by-laws of the Club rendering the Director's membership liable to forfeiture or suspension and the Board <b>resolves</b> that the Director's office be vacated
32.1	<b>Removal of Director</b> The Members may by ordinary resolution passed at a duly convened meeting of the Club remove any Director from office before the expiration of the Director's period of office, and may by an ordinary resolution appoint another person in the Director's stead. The person so appointed shall be subject to retirement at the same time as if the Director had become a Director on the day on which the Director in whose place the person is appointed was last elected as a Director	The Members may by <b>special</b> resolution passed at a duly convened meeting of the Club remove any Director from office before the expiration of the Director's period of office, and may by an ordinary resolution appoint another person in the Director's stead. The person so appointed shall be subject to retirement at the same time as if the Director had become a Director on the day on which the Director in whose place the person is appointed was last elected as a Director.
33.1	<b>Consent of Authorities</b> The election or appointment of any member of the Board is subject to and conditional upon the authorisation and consent of the Licensing Commission and the Gaming Authority	The election or appointment of any member of the Board is subject to and conditional upon the authorisation and consent of the <b>Commission</b> .
36.1	<b>Eligibility</b> Subject to clauses 29 and 37.8 any candidate for election to a position on the Board must be an Ordinary Member or Life Member of the Club for at least 12 months before his or her nomination.	<b>Save and except for the President, Chief Executive Officer and Appointed Directors</b> , any candidate for a position on the Board must be an Ordinary Member or Life Member of the Club for at least 12 months before his or her nomination.
37.1	<b>Nomination of Tenure</b> The Board must give members a notice calling for members to nominate candidates not less than fifty six (56) days before the Annual General Meeting by placing an advertisement in the sporting pages of a Melbourne daily newspaper	The Board must give Members a notice calling for Members to nominate candidates <b>for a Board position</b> not less than fifty six (56) days before the annual general meeting by placing an advertisement in the sporting pages of a Melbourne daily newspaper

37.5	<b>Nomination of Tenure</b> Out of the people nominated, the Members shall elect the two (2) Directors ("Elected Directors") who shall hold office for three (3) years and who may be eligible for re-election at the expiration of their term.	Subject to clause 38.1 out of the people nominated, the Members shall elect such number of those persons to be Directors so that there are six (6) Directors, and no more, elected under this clause ("Elected Directors"). Each Elected Director shall hold office for three (3) years and may, subject to clause 37.9, be eligible for re-election under this clause at the expiration of his or her term. Each Elected Director shall be taken to be nominated for re-election by providing notice to the Board seeking re-election.
37.9		<u>New Clause:</u> No person shall be eligible to stand for election as an Elected Director for a fourth term of three years unless more than six years have passed since the expiration of that person's third term. This provision does not apply to the election of President under Clause 29 of this Constitution.
37.10		<u>New Clause:</u> Unless requested by a vote of at least 75% of the Board, a President shall not stand for a fourth successive term of three years as President.
38.1	<b>Automatic Election</b> When no more than the required number of candidates are nominated for election as members of the Board those candidates nominated shall be declared elected at the Annual General Meeting.	When no more than the required number of candidates are nominated for election as <b>Elected Directors</b> , those candidates nominated shall be declared elected at the annual general meeting.
<b>PART 6 – DIRECTORS POWERS</b>		
48.4	<b>Committee and delegates</b> 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	Without limitation, the Board must duly constitute by way of charter and maintain: (a) an Audit and Finance Committee; (b) a Remuneration and Nominations Committee; and (c) <b>A football oversight committee</b>

48.5	<b>Committee and delegates</b> The Chairman of each of the committees referred to in clause 48.4 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	The Chairman of each of the committees referred to in clause 48.4 must report to the Board <b>as necessary</b> .
<b>PART 7 – EXECUTIVE OFFICERS</b>		
50.1		<b>The Board may make rules and determinations for the recognition and accreditation of Club coteries.</b>
50.2		<b>The Board shall ensure that Club coteries:</b> <b>(a) abide by the Club’s policies and codes of conduct;</b> <b>(b) comply with legal and prudential obligations including (without limitation) as to equal opportunity and discrimination; and as to financial probity and compliance;</b> <b>(c) insofar as they solicit funds or fundraise in the name and/or use the trade marks, intellectual property or goodwill of the Club, (1) account to the club; (2) use generally accepted accounting and audit methods;(3) comply with the Law (including, without limitation, the provisions of the Fundraising Legislation); and (4) accept direction and oversight by the Club as to funds raised.</b>
50.3		<b>The Board is entitled in its absolute discretion to refuse accreditation to a new or an existing coterie.</b>
50.4		<b>The Board is entitled in its absolute discretion, to cancel or suspend membership of the Club of any member who remains a member or active supporter of a non-accredited coterie.</b>
50.2	<b>Chief Executive Officer</b> 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	The terms and conditions of the Chief Executive <b>Officer’s</b> employment (including the period of engagement and remuneration) will be determined by the Board in its discretion. Subject to applicable laws and any agreement

	Executive Officer, the Board may remove or dismiss the Chief Executive Officer at any time, with or without cause.	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.
50.6	<b>Chief Executive Officer</b> 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.	Clause Deleted
55	<b>Senior and Assistant Coaches and General Manager Football</b> The Board will from time to time in its absolute discretion: (a) Select, appoint, dismiss, suspend or extend the appointment of the Senior Coach and the General Manager Football; and (b) determine the remuneration and other terms and conditions of employment of the Senior Coach and the General Manager Football (provided it does so in consultation with the Remuneration and Nominations Committee).	<b>Senior Coach</b>  The Club will maintain a senior coach for each of its teams. No appointment or dismissal of a senior coach shall be effective unless and until it is endorsed by the Board.
55.2	<b>Senior and Assistant Coaches and General Manager Football</b> Assistant Coaches are to be selected and appointed by agreement between the Chief Executive Officer, the General Manager Football and the Senior Coach. The names of all Assistant Coaches appointed will be submitted to the Board for notification	Clause Deleted
55.3	<b>Senior and Assistant Coaches and General Manager Football</b> The remuneration and the terms and conditions of employment of the Assistant Coaches will be determined from time to time by the Board in consultation with the Remuneration and Nominations Committee	Clause Deleted
56.1	<b>Captain and Vice Captain</b> Prior to the commencement of each season the Board shall appoint a Captain and Vice Captain. Any such appointment may be terminated at any time should a majority of the Board so determine.	The Club may appoint captains, co-captains and/or vice-captains to its football teams. The Board of the Club may authorise by simple resolution the procedure by which such selections are to be made. Such procedures may be varied by the Board in its discretion. Appointments of captains and vice captains shall only take effect when they have been endorsed by the Board by resolution.

## PART 9 – NOTICES AND INTERPRETATIONS

69		<p><u>New Clauses:</u></p> <p>AFL Competition means the premier men’s Australian Football competition conducted by the AFL currently known as the “Australian Football League”;</p> <p>AFL Victoria means Australian Football League (Victoria) Limited ABN 24 147 664 579 and its successors;</p> <p>Authorised Gaming Visitor has the meaning given to it in the Gaming Act;</p> <p>Chairman means the chairman of the Board, who is to be the President;</p> <p>Commission means the Victorian Commission for Gambling and Liquor Regulation established under the Victorian Commission for Gambling and Liquor Regulation Act 2011;</p> <p>Complimentary Member has the meaning given to it in clause 10.7</p> <p>Deputy Chairman means the deputy chairman of the Board, who is to be the Vice President;</p> <p>Dispose has the meaning given to it in clause 5(b)(2);</p> <p>Gaming Act refers to the Gambling Regulation Act 2003;</p> <p>Honorary Member has the meaning given to it in clause 10.3.</p> <p>National Women’s League or NWL means the premier women’s Australian Football competition conducted by the AFL currently known as “AFL Women’s”;</p>
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		<p><b>Non Voting Member means a Member who is not entitled to a vote at any general meeting of the Club;</b></p> <p><b>President means the president of the Club appointed in accordance with clause 29.1;</b></p> <p><b>special resolution has the meaning given to it in the Corporations Act;</b></p> <p><b>Supervision has the meaning given to it in clause 14.3(a).</b></p> <p><b>Venue Member has the meaning given to it in clause 10.4.</b></p> <p><b>Vice President means the vice president of the Club appointed in accordance with clause 29.2</b></p> <p><b>Victorian Football League or VFL means the football league administered by AFL Victoria;</b></p>
69	Australian Football 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;	<b>Australian Football means the game played in accordance with laws of Australian football as determined by the AFL from time to time;</b>
69	Home Ground means the playing arena/s where the Club plays its home games in the AFL, as determined in accordance with clause 4;	<b>Home Ground</b> means the playing arena/s where the Club plays its home games in the <b>AFL Competition, NWL, and VFL</b> (as the case may be), as determined in accordance with clause 4.
69	Licence Agreement means: (a) licence agreement executed by the Club and the AFL; and (b) any subsequent variation to, or replacement of, the licence agreement referred to in (a);	<p>Licence Agreement means: (a) <b>any</b> licence agreement executed by the Club and the AFL; (b) <b>any licence agreement signed by the Club and AFL Victoria</b>; and (c) any subsequent variation to, or replacement of, the licence <b>agreements</b> referred to in (a) and (b). <b>including:</b></p> <p><b>(d) the licence agreements signed between the Club and the AFL in</b></p>

		<p>respect of the AFL Competition and the NWL; and</p> <p>(e)the licence agreement signed between the Club and AFL Victoria in respect of the VFL.</p>
69	Licensed Operations means all matters of and incidental to the fielding of a team by the Club in the AFL pursuant to the Licence Agreement;	<p><b>Licensed Operations</b> means all matters of and incidental to the fielding of a team by the Club in the <b>AFL Competition, NWL and VFL</b> pursuant to a Licence Agreement;</p>