
Constitution of Footscray Football Club Limited

(ACN 005 226 595)

Table of Contents

Part 1 - Preliminary	2
1. Name	2
2. Status of the Club and this constitution	2
3. Replaceable rules	2
4. Home Ground	2
5. Objects and Powers of the Club	2
6. No distribution to Members	4
7. Limited liability	5
8. Motto and Club Colours	5
Part 2 – Membership	6
9. Members	6
10. Classes of Members, Visitors And Guests	6
11. Refusal of Application	9
12. Registration of Members	9
13. Registers kept by Club	9
14. Discipline	10
Part 3 - Proceedings of Members	10
15. Who may call meetings of Members	10
16. Annual General Meetings	11
17. Calling meetings of Members	11
18. Membership at a specified time	12
19. Quorum	12
20. Chairman	12
21. Adjournment	14
22. How Members make decisions at meetings	14
23. How voting is carried out	14
24. How many votes a Member has	15
25. Proxies, attorneys and representatives	15
26. Alteration of Constitution	17
Part 4 – The Board of Directors	17
27. Management Structure	17
28. Powers of the Board	18
29. Office Bearers	18
30. Casual Vacancy	19
31. Disqualification of Members of the Board	19
32. Removal of Director	19
33. Consent of Authorities	20
34. Exclusion of Payments to Officer or Employee of Club	20
35. Qualification	20
Election of Board of Directors	20
36. Eligibility	20
37. Nomination of Tenure	20
38. Automatic Election	21
39. Director's interests	21
Part 5 - Proceedings of Directors	22
40. Circulating resolutions	22
41. Calling and conducting meetings of the Board	22
42. Notice	23
43. Quorum	23
44. Board Decisions	24

Part 6 - Directors' powers	24
45. General powers	24
46. Execution of documents	24
47. Negotiable instruments	25
48. Committees and delegates	25
49. Attorney and agent	25
Part 7- Executive Officers	26
50. Chief Executive Officer	26
51. Company Secretary	27
52. Indemnity	27
53. Auditors	28
54. Returning Officer	28
55. Senior and Assistant Coaches and General Manager Football	28
56. Captain and Vice Captain	29
Part 8 – Records	29
57. Register of Members	29
58. Minute book	29
59. Financial records	30
60. Inspection	30
Part 9 - Notices and Interpretation	30
61. Written	30
62. Notice to Members	30
63. Notice to Directors	31
64. Notice to the Club	31
65. Addresses outside Australia	31
66. Time of service	31
67. Dispute Resolution	31
68. Interpretation	32
69. Definitions and Interpretation	33

Constitution of Footscray Football Club Limited (ACN 005 226 595)

Part 1 - Preliminary

1. Name

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.

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 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 AFL.

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 as determined by the Board from time to time.
- (2) To promote and encourage the playing of Australian Football throughout Australia, with a specific focus on developing and growing the game of Australian Football in the Western Melbourne Region and its surrounds.
- (3) 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.
- (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 AFL, 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 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.

(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.

(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 community or public institution, society, association or any other movement as approved from time to time by the Board.

(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 incurred by a Member on behalf of 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 Victoria 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 Victoria may do so.

8. Motto and Club Colours

8.1 The motto of the Club is "Cede Nullis".

8.2 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.

Part 2 – Membership

9. Members

9.1 Classification of Members

The Members of the Club shall consist of persons who are:

- (a) Ordinary Members;
- (b) Life Members;
- (c) Honorary Members;
- (d) Venue Members.

9.2 Additional Categories

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

9.3 Qualifications and Rights

The Board shall, subject to this constitution, have the power to prescribe the qualifications, rights, privileges and obligations of all classes of Members.

10. Classes of Members, Visitors And Guests

10.1 Ordinary Members

- (a) Any person shall be eligible to be an Ordinary Member of the Club subject to compliance with clause 10.1(b), 10.1(c) and 10.1(d);
- (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.
- (c) 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;

- (d) The rights and privileges of any Ordinary Member who is under the age of 18 years shall be subject to the provisions of the Liquor Act;
- (e) An Ordinary Member under the age of 18 years is not entitled to take part in or vote at any meetings of the Club;
- (f) An Ordinary Member is, subject to clause 10.1(e), entitled to attend all general meetings of the Club and is entitled to vote either personally or by proxy at all general meetings.

10.2 Life Members

- (a) The Board shall confer the privileges of life membership on all those who on the date of the adoption of this constitution were Life Members;
- (b) The Board may at its discretion elect as Life Members:
 - (i) 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;
- (c) 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;
- (d) A Life Member under the age of 18 years is not entitled to take part in or vote at any meetings of the Club;
- (e) 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.

10.3 Honorary Members

10.3.1 The Board shall have the power to appoint as an Honorary Member for any particular year a person who prior to 30 June that year:

- (a) is a player, officer or full time employee of the Club or any other person nominated by the Board: 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),
- (c) An Honorary Member under the age of 18 years is not entitled to take part in or vote at any meetings of the Club;
- (d) 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.

10.3.2 Honorary Members are not required to pay any membership fees in respect of each year that they are an Honorary Member.

10.4 **Venue Members**

- (a) Any person over the age of 18 years shall be eligible to be a Venue Member of the Club subject to compliance with clause 10.7(b) and 10.7(c);
- (b) To obtain Venue 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, together with the Subscription fee that is determined by the Board from time to time.
- (c) To retain Venue membership a member must:
 - (i) pay such annual subscription fee as is determined by the Board from time to time to the Club; and
 - (ii) comply with this constitution;
- (d) 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;
- (e) A Venue Member shall not be entitled to take part in or vote at any meetings of the Club;
- (f) Notwithstanding anything to the contrary contained in this clause the Board may in its absolute discretion refuse any application for Venue membership.

10.5 **Authorised Venue Visitor**

- (a) Any person over the age of 18 years may be admitted to any licensed premises of the Club as an Authorised Venue Visitor provided they comply with the conditions of clause 10.8(b);
- (b) To apply for admission as an Authorised Venue Visitor an applicant must:
 - (i) comply with such requirements as are determined by the Board from time to time, and
 - (ii) produce evidence of his or her residential address before being admitted to any licensed premises of the Club; and
 - (iii) carry identification at all times whilst on any licensed premises of the Club; and
 - (iv) comply with all the clauses of the Club's constitution whilst on any licensed premises of the Club.

- (c) Notwithstanding anything to the contrary contained in clause 10.8 the Board may in its absolute discretion refuse any application for admission as an Authorised Venue Visitor.
 - (d) An Authorised Venue Visitor is not a member of the Club.
 - (e) The name of all Authorised Venue Visitors shall be recorded in the Guests and Visitors Register.
- 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 in its absolute discretion reduce the Membership Fee for the following year or years by an amount equivalent to the relevant overpayment or donation.

11. Refusal of Application

- 11.1 The Board may in its absolute discretion and without assigning any reason therefore decline to admit an applicant to membership of the Club.

12. Registration of Members

- 12.1 On acceptance of any application for membership the Chief Executive Officer shall cause to be entered in the Register of Members such particulars as the Corporations Act and the Liquor Act require.

13. Registers kept by Club

13.1 Register of Members

The Chief Executive Officer shall keep on the Club's licensed premises the Register of Members. The Register of Members shall not be used for any other purpose and shall be kept at the registered office of the Club and be open for inspection to a member, a candidate for election to the Board or any person authorised to do so under the Liquor Act, each of whom shall be at liberty to make such extracts from it as he may desire.

13.2 Guest and Visitors Register

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.

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

14. Discipline

- 14.1 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.
- 14.2 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 14.2 available for inspection at a place accessible to Members.
- 14.3 If the conduct of a Member infringes the applicable code of conduct in place at the time of the breach:
- (a) any Director, Chief Executive Officer or any senior employee of the Club may immediately suspend the membership of that Member until the next occurring Board meeting and provide written notice to the relevant Member within 72 hours of the suspension (such notice to 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 14.3(b)(4), expel the Member from membership of the Club.
- The Board may not expel or suspend a Member under this clause 14.3(b) without giving that Member a reasonable prior opportunity to be heard.
- 14.4 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

15. Who may call meetings of Members

- 15.1 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) members may request a meeting of Members on a resolution in writing signed by 5% of Members eligible to vote identified by their name, addresses and their membership number, being delivered to the Chief Executive Officer, who shall within twenty-one days from receiving such requisition call an Extraordinary General Meeting of the Members of the Club by giving twenty-one days notice of the same by advertisement in the daily press. The requisition must state precisely the objects of such meeting and such objects shall appear in the advertisement in the same or a more abbreviated form. No business other than as stated in the requisition and advertisement shall be conducted at the Extraordinary General Meeting.
- (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.

16. 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.

17. Calling meetings of Members

- 17.1 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 95% of Voting Members agree beforehand.
- 17.2 Notice of a meeting must be given to all current Members, Directors and the auditor.
- 17.3 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.
- 17.4 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; and

- (c) the fixing of the auditor's remuneration.

17.5 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.

18. Membership at a specified time

For the purpose of a particular general meeting, a person will be deemed to be a Member of the Club if they are a Member in accordance with clause 9 at the time that notice of the relevant meeting is given under clause 17. In the event of a dispute or ambiguity regarding a person's membership status, the Board may determine whether that person is a Member and the Board's decision shall be final and binding.

19. Quorum

19.1 At any time:

- (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.

19.2 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.

20. Chairman

20.1 The Chairman of the Board shall chair all meetings of Members.

20.2 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 20.2(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 20.2(c), the meeting is dissolved.

20.3 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 20.3(a) in any way that is not inconsistent with this constitution or the Corporations Act.

20.4 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.

20.5 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.

21. Adjournment

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

22. How Members make decisions at meetings

- 22.1 A meeting of Members may only make a decision by-passing a resolution in accordance with this clause 22.
- 22.2 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.
- 22.3 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.
- 22.4 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.

23. How voting is carried out

- 23.1 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 23.3 and 23.4.

- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 A request for a poll may be withdrawn.
- 23.6 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.
- 23.7 A poll on the election of a Chairman of the meeting or the question of an adjournment must be taken immediately.
- 23.8 A request for a poll does not prevent the meeting dealing with other business.
- 23.9 If a poll is properly requested, the result of the poll is the resolution of the meeting of that matter.
-

24. How many votes a Member has

- 24.1 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.
- 24.2 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 9 and 10.
- 24.3 The Chairman has a casting vote, and also a vote in their capacity as a Member.
- 24.4 A Life Member who has also a second form of membership will be treated as one Member with one vote in all situations.
-

25. Proxies, attorneys and representatives

- 25.1 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.
- 25.2 A proxy or attorney must be a Member of the Club or otherwise approved in writing by the Board.
- 25.3 An appointment of a proxy or attorney must be in a form approved by the Board.
- 25.4 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.
- 25.5 A later appointment of a proxy or attorney revokes an earlier one if both appointments could not be validly exercised at the meeting.
- 25.6 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.
- 25.7 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.

25.8 Subject to the Corporations Act, the requirements of clause 25.7 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.

26. Alteration of Constitution

26.1 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.

26.2 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.

26.3 Subject at all times to the Club being the holder of a football licence issued by the AFL (or any body which substantially succeeds or replaces the AFL) and notwithstanding the provisions of any other clauses in this constitution, this constitution shall be read subject to the terms and conditions (if any) contained in the football licence from time to time to the extent of any inconsistency but only to the extent permitted by law.

Part 4 – The Board of Directors

27. Management Structure

27.1 Board of Directors

The management of the Club shall be vested in a Board of Directors (hereinafter called “the Board”) elected and appointed in accordance with this constitution.

27.2 Composition of the Board of Directors

The Board shall be comprised of:

- a President elected in accordance with clause 29.1;
- a Chief Executive Officer appointed in accordance with clause 29.3;
- 6 members elected in accordance with clause 36.5 (2 of whom shall retire each year in rotation); and
- up to 3 additional members appointed in accordance with clause 36.8.

27.3 Rotation of resignation of Directors

The Board shall determine Directors' order of rotation if required.

27.4 Increase or Reduction In Number of Directors

The Club may from time to time by special resolution passed at a General Meeting increase or reduce the number of Directors and notwithstanding anything to the contrary contained hereafter may also determine in what rotation the increased or reduced number is to retire from office.

27.5 Alternate or Substitute Directors

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, and to exercise all the power of the appointer in his place. An alternate or substitute Director shall vacate office if the appointer vacates office as a Director or removes the appointee from office or if the Board removes the appointee from office. Any such appointment or removal under this clause shall be effected by notice in writing under the hand of the Director making the same or in the case of the board making the same under the hand of the Chairman.

28. Powers of the Board

- 28.1 The Board shall have sole charge of all affairs of the Club and shall appoint and dismiss all officers, employees and volunteers of the Club and shall have the power to do all such things as may appear to the Board to be necessary for the efficient management of the Club and the administration of its affairs.

29. Office Bearers

29.1 The President

The President who shall be Chairman of the Board of Directors must be a member of the Club and shall be elected for a term of 3 years by the Board from amongst its members or from outside its members. In the absence of the President from any General or Board Meetings the Vice President if present, shall take the chair. In the event of the absence of President and Vice President, the meeting shall appoint a Chairman for the occasion. The Chairman of any General or Board meeting shall have a casting vote.

29.2 Vice President

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.

29.3 Chief Executive Officer

Subject to clause 49, the Chief Executive Officer ("**CEO**") of the Club shall be appointed by the Board for such period and such remuneration and conditions as the Board may determine and shall have the right to vote at all meetings of the Board other than upon a resolution

concerning the President. The CEO's duties and powers shall be as set out in this constitution and as may be from time to time specified or prescribed by the Board. The CEO shall cause to be kept all necessary and proper records of such meetings of the Club and its Sub-committees including a register of all documents signed under seal or on behalf of the Club and of all such other matters related to the management of the Club.

30. Casual Vacancy

30.1 Subject to clause 30.2 the Board shall have power to fill any and all extraordinary vacancies in the Board or in any sub-committee or among the honorary office bearers for the unexpired portion of the member's period of office. The remaining members of the Board or any Sub-committee may act in all things notwithstanding any vacancy on their body. Any such vacancy shall be filled at the next meeting of the Board held after the vacancy occurred.

30.2 Any casual vacancy or vacancies occurring on the Board may subject to the foregoing be filled by the Board and the person so chosen shall be subject to retirement at the same time as if that person had become a member of the Board on the day on which the other member of the Board in whose place that person is appointed was last elected to the Board. In every case, if the vacancy is that of a Director with a special qualification, the Board should elect another Member with the special qualification if any such Member is willing to be a Director.

31. Disqualification of Members of the Board

31.1 The Office of a Director shall be ipso facto vacated:-

- (a) If the Director becomes bankrupt;
 - (b) If the Director be convicted of any indictable offence;
 - (c) If in the opinion of the majority of the Board the Director becomes from any cause incapable of attending to the Director's duties;
 - (d) 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.
 - (e) If the Director's name does not appear on the Register of Members by the 30th day of June in the relevant year.
-

32. Removal of Director

32.1 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.

33. Consent of Authorities

- 33.1 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.

34. Exclusion of Payments to Officer or Employee of Club

- 34.1 No payment or part payment of any amount to an officer or servant of the Club shall be made by way of commission or allowance from the receipts of the Club for the supply, sale or disposal of liquor.

35. Qualification

- 35.1 A Director must be an Ordinary Member or Life Member.
- 35.2 A Member who is an Ordinary Member or Life Member under the age of 18 years is not eligible to stand for election for a position on the Board.

Election of Board of Directors

36. Eligibility

- 36.1 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.

37. Nomination of Tenure

- 37.1 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.
- 37.2 All nominations shall be in writing and signed by the candidate and by any two of an Ordinary Member, Social Club Member or a Life member of the Club who have each been such a member for at least 12 months before the nomination and shall be delivered to the Chief Executive Officer not later than 5.00 p.m. thirty five (35) days before the date of the Annual General Meeting.
- 37.3 Within 24 hours of their receipt, the Chief Executive Officer shall display all nominations upon the notice board in the Club.
- 37.4 Nominations may be withdrawn in writing signed by the candidate and delivered to the Chief Executive Officer at any time prior to the date of the Annual General Meeting.
- 37.5 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.
- 37.6 No paid officer or servant of the Club shall be entitled to accept nomination for a position on the Board unless he has submitted his resignation in writing prior to the closing date of nominations for the Board in any year.

- 37.7 No person shall be nominated for more than one office at the same election.
- 37.8 In addition to the Elected Directors, the Board may appoint up to three (3) directors ("Appointed Directors") at its first meeting each year. The Appointed Directors will hold office for one year at the end of which they shall be eligible for re-appointment.
-

38. Automatic Election

- 38.1 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.
-

39. Director's interests

- 39.1 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 39.4.
 - (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 AFL or any Australian Football match other than a match approved by the AFL.
- 39.2 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.
- 39.3 Subject to clause 39.2 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.

39.4 A Director must disclose to the Board all contracts, arrangements, offices, positions, stakes or other interests referred to in clauses 39.1 and 39.3 that are held by the Director or of which the Director is aware.

Part 5 - Proceedings of Directors

40. Circulating resolutions

40.1 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.

40.2 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.

40.3 The resolution is passed when the last Director signs.

40.4 Passage of the resolution must be recorded in the Club's minute books.

41. Calling and conducting meetings of the Board

41.1 A Board meeting may be called by any Director giving reasonable notice individually to each other Director.

41.2 On the request of any Director, the Secretary must call a Board meeting.

41.3 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.

41.4 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.

41.5 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.

41.6 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.

42. Notice

42.1 Notice of a Board meeting must be given to each Director.

42.2 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.

42.3 If a Director does not receive the notice of a meeting, or a complete notice, as required under clause 42.1, 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.

43. Quorum

43.1 The quorum for a Board meeting is 4, of which a minimum of 2 shall be elected Directors

43.2 If at the time a Board meeting is scheduled to be conducted there are not sufficient Directors in office to form the quorum required by clause 42.1, the remaining Directors may only act at that meeting:

- (a) to increase the number of 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.

44. Board Decisions

- 44.1 Subject to the Corporations Act, each Director has one vote at each Board Meeting.
- 44.2 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 present and entitled to vote on the relevant resolution or other matter.
- 44.3 In the case of an equality of votes, the Chairman has a casting vote in addition to his or her vote as a Director.
- 44.4 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

45. General powers

- 45.1 The Licensed Operations and other business and affairs of the Club are to be managed by or under the direction of the Board.
- 45.2 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.
- 45.3 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.

46. Execution of documents

- 46.1 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.
- 46.2 The Club may execute a document for obligations or accommodation in excess of \$10,000 only if authorised by the Board, or by a Board committee with authority given by the Board to do so.
- 46.3 The Board must authorise the execution of any material contracts. Without limitation the Board 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.

46.4 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.

46.5 This clause does not limit the ways in which the Board may decide that the Club may execute a document (including a deed).

47. Negotiable instruments

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

48. Committees and delegates

48.1 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.

48.2 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.

48.3 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.

48.4 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.

48.5 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.

49. Attorney and agent

49.1 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.

49.2 The Board may delegate any of their powers to an attorney or agent.

49.3 The Board may from time to time revoke or vary:

- (a) the appointment under clause 49.1; or
- (b) any power delegated to the attorney or agent.

Part 7- Executive Officers

50. Chief Executive Officer

50.1 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);
- (b) required to comply with and implement the policies and directions of the Board; and.
- (c) an Executive Director and Member of the Board.

50.2 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.

50.3 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.

50.4 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) be responsible for ensuring that there is kept 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 50.4(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.

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

50.6 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.

51. Company Secretary

51.1 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.

51.2 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.

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

51.4 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).

52. Indemnity

52.1 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 proper exercise of their functions as 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 52.1(a).

52.2 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 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.

52.3 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.

53. Auditors

53.1 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 and accounting practices.

53.2 The appointment, conduct, and removal of the auditor will be governed by the Corporations Act and other applicable laws.

54. Returning Officer

54.1 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.

54.2 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.

54.3 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).

55. Senior and Assistant Coaches and General Manager Football

55.1 The Board will from time to time in its absolute discretion:

- (a) Select, appoint, dismiss, suspend or extend the appointment of the Senior Coach 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).

- 55.2 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.
- 55.3 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.
-

56. Captain and Vice Captain

- 56.1 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.

Part 8 – Records

57. Register of Members

- 57.1 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.
- 57.2 The Register of Members may be kept using such means of technology as determined by the Board from time to time.
- 57.3 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).
- 57.4 Unless proved incorrect, the register of Members is sufficient evidence of the matters shown in the register.
-

58. Minute book

- 58.1 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.
-

- 58.2 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.
- 58.3 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.
- 58.4 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.
-

59. Financial records

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

60. 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

61. 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.

62. Notice to Members

- 62.1 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.
- 62.2 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 no notice of that event.
-

63. 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.

64. 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.

65. Addresses outside Australia

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

66. Time of service

- 66.1 A notice sent by post within Australia is deemed to be given 3 Business Days after posting.
- 66.2 A notice sent by post to or from a place outside Australia is deemed to be given 7 Business Days after posting.
- 66.3 A notice sent by fax, or other electronic means, is deemed 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).

67. Dispute Resolution

- 67.1 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 67 before either party commences any other process for resolving the dispute, including the commencement of court action or arbitration.
- 67.2 If a party believes that a dispute has arisen, it must serve a dispute notice (**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 Institute of Victoria to appoint a mediator to conduct the mediation in accordance with the Law Institute of Victoria's mediation guidelines;
- (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 30 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.

67.3 This clause 67 does not prevent a person from commencing proceedings for urgent or interlocutory relief.

68. 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.

69. 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 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 Victoria;

Chief Executive Officer means the person appointed by the Board pursuant to clause 50;

Club means the Footscray Football Club Limited ACN 005 226 595;

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

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

General Manager Football means the person appointed by the Board pursuant to clause 55 to perform the duties of the General Manager Football of the Club;

Gaming Act refers to the Gambling Regulation Act 2003

Home Ground means the playing arena/s where the Club plays its home games in the AFL, as determined in accordance with clause 4;

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);

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;

Life Member has the meaning given to that term in clause 10.2

Liquor Act refers to the Liquor Control Reform Act 1998

Member means a natural person who is a member of the Club in accordance with clause 9 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);

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

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 10.1

Register of Members means the register required under clause 13, and which contains the details of all current and past Members of the Club and such other details as are required by clause 57;

Returning Officer means the person or organisation serving as Returning Officer of the Club in accordance with clause 54;

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

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

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 of or contributor to the activities of the Club, the Licensed Operations or its Members;

Training and Administration Base means the training and administrative base used by the Club in connection with the Licensed Operations;

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

Western Melbourne Region means the area west of the Melbourne CBD