

Company Limited by Guarantee

**CONSTITUTION
OF
GEEELONG FOOTBALL CLUB LIMITED**



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Company Limited by Guarantee

CONSTITUTION
OF
GEELONG FOOTBALL CLUB LIMITED
PART ONE

1. The name of the company is the GEELONG FOOTBALL CLUB LIMITED ('the Club').
2. The principal purposes of the Club include:
 - (a) to promote the playing of Australian Rules Football:
 - (i) by maintaining, providing, supporting and controlling a team or teams of footballers with the name of **GEELONG FOOTBALL CLUB** trading as "**GEELONG CATS**" ('Geelong') to compete in the Australian Football League ('AFL') Competition and the Australian Football League Women's ("AFLW") competition;
 - (ii) by supporting Geelong to compete in any other competition played in Australia or the world (if necessary or desirable in the opinion of the Board);
 - (b) to preserve, promote and foster the ideals of the Club;
 - (c) to hold licences from the AFL (or its successor or any other national Australian Rules Football Competition) entitling the Club to operate an AFL club and to field a football team or teams in the national Australian Rules Football Competition administered by the AFL; and
 - (d) to purchase, take on, lease, exchange, hire or otherwise acquire any real or personal property which may be conducive to the interests of the Club; and
 - (e) to make a difference in the community.
3. The Club may for the purposes of fulfilling the above objectives:
 - (a) establish, lease or own grounds and all the equipment, facilities and items for the playing of football;
 - (b) establish, maintain and carry on rooms for the accommodation, convenience and enjoyment of Members of the Club;
 - (c) promote and assist any sports with similar objectives;
 - (d) purchase or lease personal property, land or premises;



- (e) construct on, alter, add to or maintain land or premises;
- (f) sell, transfer, let, sub-let, mortgage, charge, pledge, dispose of, grant an interest in or otherwise deal with any personal property, land or premises;
- (g) purchase, acquire, provide, make, lease, establish or maintain member facilities on such terms as deemed necessary or appropriate by the Board from time to time;
- (h) apply for registration pursuant to the provisions of the Liquor Control Reform Act 1998 (Vic) (including any statutory modification or re-enactment) for a Licence to enable the Club to provide or sell beer, spirits or liquors, tobaccos or any other goods as required. This includes renewing or extending the Licence;
- (i) employ and dismiss where necessary:
 - (i) players, trainers, coaches, administrators or managers; and
 - (ii) all other persons considered necessary for carrying on the activities of the Club.
- (j) pay salaries, wages, superannuation, bonuses, leave entitlements, and gratuities and grant any other employment benefit determined by the Club to those persons mentioned in clause 3(i) above for services rendered;
- (k) hold, promote and facilitate meetings, competitions and matches in connection with football and/or any other indoor or outdoor sport. The Club may at its discretion:
 - (i) do this alone or in conjunction with another club; and/or
 - (ii) contribute toward the giving of prizes, medals and awards in connection with the sport;
- (l) establish, promote or assist in establishing or promoting or to subscribe to or become a member of or amalgamate with:
 - (i) any club, association or league with objects similar either in whole or in part to those of the Club; or
 - (ii) any club, association or league which may be beneficial to the Club,
 provided that:
 - (iii) this may only be done in the interests of furthering the Club's objectives (or some thereof);
 - (iv) the Club will be responsible for the bona fide paying of any subscription fee or sum payable; and

- (v) any amalgamation may only be made with a club, association or league that restricts the distribution of income and property to the same extent as, or greater extent than, the Club pursuant to the Constitution;
 - (m) accept any trophy, donation or gift of any real or personal property;
 - (n) invest and deal with the monies of the Club in a way as determined by the Club from time to time;
 - (o) borrow, raise or secure the payment of money in such manner as the Club determines. This may include by:
 - (i) agreement, guarantee, or otherwise; and/or
 - (ii) by similar mortgage or charge or lien;
 upon all or any part of the property of the Club's assets (whether present or future) and to purchase, redeem or pay off any such loans or securities or accept the surrender of them;
 - (p) draw, make, accept, endorse, discount and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments and to give any guarantee for the payment of money or the performance of any obligation or undertaking and in that behalf to give any security over the property of the Club;
 - (q) insure against all risks, liabilities and eventualities as may seem advisable and to apply the proceeds of any insurance claim as seen fit;
 - (r) do all such other lawful things to achieve the above objectives of the Club; and
 - (s) to apply through an authorised officer of the Club to make an application pursuant to the appropriate legislation as amended from time to time and currently in force (including any re-enactment or amendment) for:
 - (i) a permit to conduct games authorised in accordance with the *Gambling Regulation Act 2003* (Vic) from the Victorian Commission for Gambling and Liquor Regulation;
 - (ii) a Venue Operators Licence pursuant to the provisions of the *Gambling Regulation Act 2003* (Vic).
4. Any income or property of the Club (however so derived) shall be applied towards achieving the objectives of the Club and shall not be used to profit the Members of the Club. Profit includes by way of dividend, bonus or otherwise.
5. The liability of Members of the Club is limited.

6. Each Member agrees that if the Club is wound up whilst they are a Member or within one (1) year after their membership ceases, the Member is liable to contribute up to two (2) dollars to the assets of the Club for:
- (a) the discharge of the Club's debts and liabilities under any contracts entered into by the Club before the Member's membership ceased;
 - (b) the costs, charges and expenses of winding up the Club; and
 - (c) the adjustment of the rights of the contributories amongst themselves.
- The Member must pay the amount for which they are liable pursuant to this clause 6 in the manner determined by the Board or a liquidator of the Club (as the case may be).
7. If property remains after the winding up of the Club and the payment of all liabilities, the remaining property must not go to Members but must be transferred to an institution/s with similar objectives to the Club. The institution/s must have within its Constitution or governing documents the prohibition of distribution of income and/or property to its Members, similar to this Clause 7. The institution is to be determined by the Members at or before winding up or in default by a Judge with jurisdiction for the matter.
8. References to Member and Members rights and obligations in Part One of this Constitution are to be construed in accordance with each Category of Membership granted by this Constitution as defined in Part 2.

Company Limited by Guarantee

CONSTITUTION
OF
GEELONG FOOTBALL CLUB LIMITED

PART TWO

PRELIMINARY

1. DEFINITIONS

In this Constitution unless the subject or context otherwise requires:

- (a) Act means the Corporations Act 2001 or any statutory modification or re-enactment thereof;
- (b) AFL means the Australian Football League or its successor;
- (c) AFL Licence Agreement means the licence agreement between the Club and the AFL dated the 10th day of December 1985 or any modification or amendment thereof;
- (d) AFL Club Support Members means persons who have acquired from the AFL a 'Club Support' membership and have nominated the Club as the club they wish to support;
- (e) AFLW means the Women's league of the Australian Football League or its successors;
- (f) Annual General Meeting means a meeting convened in accordance with this Constitution;
- (g) Appointed Member means a member of the Board appointed pursuant to clause 14.1(b);
- (h) Board means and includes the members of the Board of Directors of the Club referred to in clause 14.1 for the time being duly elected or appointed as such;
- (i) Business Day means a day which is not a Saturday, Sunday, public holiday or bank holiday in the State of Victoria;
- (j) Casual Appointee means a member of the Board appointed pursuant to clause 14.3(b);



- (k) Category of Membership means those listed in clause 5 or established by the Board pursuant to clause 6;
- (l) Chief Executive Officer means and includes any person from time to time appointed by the Board in accordance with clause 14.10(a) to perform under that name specified duties and powers in connection with the administration or carrying on of the business of the Club as may be directed or authorised by the Board or this Constitution;
- (m) Clash means when the playing guernsey of the Club for games designated as away games is deemed by the AFL to have insufficient contrast in colours and design to the playing guernsey of the home team;
- (n) Club means the Geelong Football Club Limited trading as the Geelong Cats;
- (o) Elected Member means a member of the Board elected pursuant to clauses 13.1- 13.9 inclusive;
- (p) Financial Year means a twelve (12) month period concluding on the 31st day of October or such other date as is adopted by the Board in accordance with the requirements of the Act;
- (q) Ground Entry Entitlement means an entitlement for entrance to the Club's AFL home and away games;
- (r) Honorary Member means a Member who has been elected pursuant to clause 5.1(b);
- (s) Life Member means a Member who has been elected to life membership pursuant to clause 5.4;
- (t) Liquor Control Reform Act means the Liquor Control Reform Act 1998 or any statutory modification or re-enactment thereof;
- (u) Meetings of the Club includes the Annual General Meeting and any Special General Meeting convened in accordance with this Constitution;
- (v) Member means any person fitting within the categories of membership in accordance with clause 5, and for the avoidance of doubt, includes any person who has renewed (where applicable) their membership in the manner prescribed by this Constitution;
- (w) Member Electronic Register means the electronic register of Members of the Club to be kept pursuant to clause 8;
- (x) Month means a calendar month;
- (y) Notice in relation to a notice of any meeting sent by post is taken to be given two (2) days after it is posted and, in relation to a notice of any meeting sent by electronic means (including email), is taken to be given on the business day after it is sent;

- (z) Office means the Registered Office of the Club;
- (aa) Officer has the same meaning as is provided in the Act;
- (bb) Ordinary Member means any person so admitted to the Club in accordance with clause 5.3;
- (cc) Ordinary Voting Member has the meaning given in clause 11.1(c).
- (dd) Ordinary Non-Voting Member has the meaning given in clause 11.2(a).
- (ee) Players means Players on the Club's current playing lists including senior listed players, rookie listed players and Victorian Football League listed players;
- (ff) Seal means the Common Seal of the Club;
- (gg) Social Club Member means any person who has been admitted as a Member of the Club in accordance with clause 5.5;
- (hh) Special General Meeting means a meeting of Members convened in accordance with this Constitution other than the Annual General Meeting;
- (ii) Subscription means payment for any Category of Membership by a Member;
- (jj) Year means, unless otherwise specified, a calendar year.

2. INTERPRETATION

- (a) In this Constitution, unless the context requires otherwise:
 - (i) the singular includes plural and vice versa;
 - (ii) a gender includes any other genders;
 - (iii) the headings are used for convenience only and do not affect the interpretation of this Constitution;
 - (iv) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (v) a reference to a document includes the document as modified from time to time and any document replacing it;
 - (vi) a reference to a clause or schedule is a reference to a clause of, or schedule to this Constitution;
 - (vii) if something is to be done on a day which is not a Business Day then that thing must be done on the next or following Business Day;
 - (viii) the word "person" includes a natural person and any body or entity whether incorporated or not;

- (ix) the words “in writing” include any communication sent by letter, facsimile transmission or email;
- (x) a reference to any statute, proclamation, rule, regulation or ordinance includes any amendment, consolidation, modification, re-enactment, reprint or replacement. A reference to a specified section, clause, paragraph, schedule or item of any statute, proclamation, rule, regulation or ordinance means a reference to the equivalent section of the statute, proclamation, rule, regulation or ordinance which is for the time being in force;
- (xi) wherever “include” or any form of that word is used it must be construed as if it were followed by “(without being limited to)”;
- (xii) money amounts are stated in Australian currency unless otherwise specified;
- (xiii) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (“Defunct Body”), means the agency or body which performs most closely the functions of the Defunct Body;
- (xiv) a reference to a party to this Constitution or another agreement or document includes the party’s successors and permitted substitutes or assigns, and if applicable, the party’s legal personal representatives.

3. GENERALLY

- (a) The Club is established for the objects and under the terms and conditions set out in Part One of this Constitution.
- (b) 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 AFL Licence Agreement to the extent of any inconsistency, but only to the extent permitted by law.
- (c) The number of Members of the Club shall be unlimited.

4. CLUB COLOURS

- (a) Subject to clause 4(b) and 4(c):
 - (i) the colours of the Club shall be navy blue and white;
 - (ii) navy blue means the colour of Pantone Matching System colour 289C irrespective of the colour composition formula utilised to derive such colour;



- (iii) the playing guernsey for home games shall be navy blue and white in colour, having such colours alternately incorporated in an equal number of hoops each having a depth of approximately six (6) centimetres; the playing guernsey of the Club for away games shall be navy blue and white in colour. The content ratio of the colours as a percentage area of the surface of the guernsey excluding the back panel to which a player's number is affixed, shall be such that neither colour shall have a surface area in content in excess of seventy (70) per cent. Further:
 - (A) the design of the guernsey shall incorporate a horizontal band design forming part of the heritage of the Club; and
 - (B) where there is a Clash the playing guernsey of the Club will be predominantly navy blue design with the Club's registered logo on the front panel.
- (b) The playing guernsey referred to in this clause shall be registered and approved by the AFL in accordance the rules of the AFL.
- (c) The Club may from time to time authorise the use of a playing guernsey that does not satisfy the requirements of clause 4(a)(iii) for special rounds and/or special events, including, without limitation, the Indigenous Round and the ANZAC Round, subject to any direction or requirement of the AFL.
- (d) The playing guernsey for finals games shall comply with the requirements of clause 4(a)(iii), subject to any direction or requirement of the AFL.

MEMBERSHIP

5. MEMBERSHIP CATEGORIES

5.1 CATEGORIES OF MEMBERS

- (a) The Members of the Club shall consist of persons who are:
 - (i) Ordinary Members;
 - (ii) Life Members;
 - (iii) Social Club Members;
 - (iv) Honorary Members;
 - (v) holders of a Ground Entry Entitlement Subscription; and
 - (vi) AFL Club Support Members.
- (b) Subject to this Constitution, the Board may elect, at its discretion, any person or persons as Honorary Members for any year or for more than

one year on such terms and with such rights and privileges as the Club determines.

5.2 MEMBERSHIP RIGHTS

- (a) An Ordinary Voting Member has the rights and privileges set out clause 5.3(g) in addition to any other rights applicable to a relevant Category of Member under this Constitution.
- (b) An Ordinary Non-Voting Member has the rights and privileges set out clause 5.3(h) in addition to any other rights applicable to a relevant Category of Member under this Constitution.
- (c) An Honorary Member cannot vote at Meetings of the Club, and they are not eligible to be appointed as Board member, unless they also hold a Category of Membership under which they are entitled to such rights. Honorary Members are exempt from paying a Subscription fee.
- (d) A Social Club Member is entitled to vote.
- (e) A Social Club Junior Member is not entitled to vote.

5.3 ORDINARY MEMBERS AND ORDINARY NON-VOTING MEMBERS

- (a) Any person is eligible to be an Ordinary Member of the Club provided he or she complies with the provisions of clause 5.3(c).
- (b) Ordinary Membership is for one (1) year commencing at the close of the AGM in respect of the relevant Financial Year, and ending at the close of the next AGM.
- (c) Any person may become an Ordinary Member when the person:
 - (i) complies with requirements as determined by the Board from time to time;
 - (ii) completes a membership application in the form approved by the Board electing any one of the Categories of Membership; and
 - (iii) lodges the membership application with the Club on or before the date specified by the AFL as the closing date.
- (d) The Board may at its absolute discretion refuse any application for Ordinary Membership.
- (e) No application for Ordinary Membership under clause 5.3(c) may be accepted if the person is, or the person appears to be a nominee of another person or is acting as trustee for any other persons in relation to the application.

- (f) An Ordinary Member, or (where the context requires) a Member holding any other Category of Membership, wishing to renew their membership must comply with Board requirements.
- (g) Ordinary Voting Members will be entitled to all the rights and privileges of the Club including:
 - (i) the entitlement to attend Meetings of the Club; and
 - (ii) the right to vote upon any Club matter at Meetings of the Club, including the election of the Board and the right to be elected as a member of the Board;

however Members under the age of eighteen (18) will not be eligible to vote.
- (h) An Ordinary Non-Voting Member is entitled to attend Meetings of the Club however they are not entitled to:
 - (i) vote on Club matters;
 - (ii) be elected as a member of the Board; or
 - (iii) have any right, title or interest in or to any of the property of the Club.

5.4 LIFE MEMBERS

- (a) The Board shall confer the privileges of Life Membership on those who were Life Members of the Club on adoption of this Constitution.
- (b) The Board may at its discretion annually elect as Life Members any person who has rendered outstanding service to the Club.
- (c) The name of each Life Member shall be entered onto the Membership Electronic Register.
- (d) Any person elected to Life Membership shall be exempt from payment of any further subscription and shall upon election by the Board under sub-section (b) become an Ordinary Voting Member.

5.5 SOCIAL CLUB ADULT MEMBER

- (a) To become a Social Club Adult Member of the Club a person must:
 - (i) comply with any requirements as determined by the Board from time to time;
 - (ii) complete a membership application in the form approved by the Board from time to time; and
 - (iii) be aged eighteen (18) years or over at the time of application.

- (b) Social Club Members will have the same voting rights as Ordinary Voting Members.

5.6 SOCIAL CLUB CONCESSION MEMBER

- (a) To become a Social Club Concession Member of the Club a person must:
 - (i) be in receipt of a full Commonwealth pension or be a full time student aged fifteen (15) years or over on 1 January of the relevant year;
 - (ii) meet the guidelines to obtain a “Concession” as set by the AFL;
 - (iii) comply with any requirements as determined by the Board from time to time; and
 - (iv) complete a membership application in the form approved by the Board from time to time.

5.7 SOCIAL CLUB JUNIOR MEMBER

- (a) To become a Social Club Junior Member of the Club a person must:
 - (i) be less than fifteen (15) years on 1 January of the relevant year;
 - (ii) comply with such requirements as determined by the Board from time to time; and
 - (iii) complete a membership application in the form approved by the Board from time to time.
- (b) A Social Club Junior Member will not:
 - (i) be entitled to vote at any Meeting of the Club;
 - (ii) be eligible to be elected to the Board;
 - (iii) be permitted entry to the Social Club, except to the extent permitted under the applicable legislation.
- (c) Notwithstanding anything contrary contained in clauses 5.5, 5.6 and 5.7, the Board may at its absolute discretion refuse any application for membership as a Social Club Adult Member, a Social Club Concession Member or a Social Club Junior Member.

5.8 SOCIAL CLUB HONORARY LIFE MEMBERS

The Board may at its discretion annually elect as a Social Club Honorary Life Member any person who has rendered outstanding service to the Club.

5.9 OTHER SOCIAL CLUB MEMBERS

- (a) Any person who was an Honorary Life Member of the Geelong Football Social Club on the date of merger with the Club (“the Commencement Date”) shall be deemed a Social Club Honorary Life Member of the Club.
- (b) Any person who was a Foundation Life Member or Ordinary Life Member of the Geelong Football Social Club at the Commencement Date shall be a Social Club Life Member of the Club.
- (c) Social Club Honorary Life Members and Social Club Life Members shall be entitled to all the privileges and shall be subject to all the obligations of a Social Club Member other than the payment of subscriptions.

5.10 BENEFITS AND DUTIES OF SOCIAL CLUB MEMBERS

- (a) As a minimum all Social Club Members shall be entitled to occupy the designated seating area and use the facility services subject to the provisions of the *Liquor Control Reform Act 1998* (Vic) and *Gambling Regulation Act 2003* (Vic), for all AFL scheduled home matches for the Club.
- (b) The designated seating area means amenities and seating, such number of seating to be determined by the Board acting reasonably, and to be at least equivalent to that previously provided to Social Club Members when the previous A.R. Jennings Stand was in existence.
- (c) The facility services means the services of a hospitality nature which are made available to Social Club Members and their guests.

5.11 SOCIAL CLUB MEMBER CATEGORY OF MEMBERSHIP

- (a) All Social Club Adult Members, Social Club Concession Members and Social Club Junior Members must purchase a relevant Category of Membership.
- (b) Social Club Members will be Ordinary Voting Members, whereas Social Club Junior Members have no voting rights.

5.12 SOCIAL CLUB VISITORS

- (a) Any Social Club Member may admit persons to the Club as visitors upon such terms and conditions and to such room or rooms as the Board may determine, and subject to the applicable legislation.
- (b) The Board reserves the right to exclude any persons from being admitted as a visitor to the Club.

- (c) The Board may determine the standard of dress to be worn by visitors of Social Club Members and any visitor not conforming to that standard may be refused admittance to or be requested to leave the Club's premises.
- (d) While and so long as a visitor of a Social Club Member remains on or within the immediate proximity of the Club premises, the Social Club Member introducing the visitor will be responsible for the conduct of the visitor and for any debts incurred upon the Club premises by the visitor.
- (e) Notwithstanding any of the above, a visitor of a Social Club Member may be supplied with liquor on the Club premises when not in the company of a Social Club Member at a particular function or a particular occasion in respect of which a permit has been granted under section 27 and 28 of the *Liquor Control Reform Act 1998* (Vic) or any statutory modification or re-enactment.

6. POWER TO PRESCRIBE ADDITIONAL CATEGORIES OF MEMBERSHIP

Subject to this Constitution the Board shall have the power to prescribe additional Categories of Membership of the Club and to fix qualifications, rights, privileges and obligations of all Categories of Members.

7. SUBSCRIPTION

- (a) Members may apply for any Category of Membership, including any prescribed by the Board under clause 6 from time to time.
- (b) The Club is entitled to determine Categories of Membership from time to time subject to granting no lesser entitlements to any Category than currently provided and subject to the Act.
- (c) Subscriptions for a Category of Membership must be paid on the date(s) and in the manner prescribed by the Board from time to time, subject to the directions or requirements of the AFL.
- (d) Payment of Subscriptions does not apply to Social Club Adult Members, Social Club Concession Members and Social Club Junior Members as they are required to purchase a Category of Membership upon becoming a Social Club Member.
- (e) Any Ordinary Voting Member who has not paid their Subscription by such date shall be deemed to be an Ordinary Non-Voting Member.
- (f) Subscriptions for all Social Club Members must be paid on the date(s) and in the manner prescribed by the Board from time to time, subject to the directions or requirements of the AFL..

- (g) The annual Subscriptions for each Category of Membership will be any sum fixed by the Board from time to time. The Board reserves the right to vary any sum payable for any and all Categories of Membership.
- (h) The annual Subscription for Social Club Members shall be the combined total of:
 - (i) the Social Club Subscription fee;
 - (ii) the fee for the relevant membership ticket of the Club; and
 - (iii) an amount equal to the fee charged for a seat in accordance with clause 7(i).
- (i) The amount for the seat fee as mentioned in Clause 7(h)(iii) will exclude any booking fees and it will be in a comparable position for all home games scheduled to be played at venues at which the Club plays its home games for the applicable year.
- (j) Subject to the grandfather provisions in clause 7(m), Subscription fees for Categories of Social Club Membership for each year shall be:
 - (i) for Social Club Junior Members, the total of –
 - (A) the amount equal to the fee charged for a junior seat in accordance with clause 7(i); and
 - (B) forty (40) per cent of:
 - (1) the Social Club Subscription Fee (referred to in clause 7(h)(i)); and
 - (2) the fee for the relevant membership ticket of the Club (referred to in clause 7(h)(ii));
 - (ii) for Concession Social Club Members, the total of –
 - (A) the amount equal to the fee charged for a concession seat in accordance with clause 7(i); and
 - (B) sixty (60) per cent of:
 - (1) the Social Club Subscription Fee (referred to in clause 7(h)(i)); and
 - (2) the fee for the relevant membership ticket of the Club (referred to in clause 7(h)(ii)).
- (k) The Board shall have the power to make provision for payment of membership or Subscription fees in such manner and on such terms, including by instalments, as the Board determines.
- (l) The Social Club Member Subscription fee referred to in Clause 7(h)(i) shall, be reviewed annually (in accordance with clause 7(g)) with any increase to be no greater than the increase in the relevant preceding twelve (12) month period for which data is most readily available to the

Club in the Consumer Price Index (CPI) published by the Australian Government Statistician under the heading “All Groups” for Melbourne. If the CPI is discontinued or suspended then the calculation is to be made using whatever index is substituted for it or if no index is substituted for it, it is to be made using the index for calculation which the auditor for the Club decides is appropriate in the circumstances.

- (m) The Subscription fees for Social Club Junior Members and Social Club Concession Members who:
- (i) held that Category of Membership as at 1 November 2018; and
 - (ii) have continually renewed that Category of Membership since 1 November 2018 with the effect that there has been no break in their membership,
- will be calculated as follows:
- (iii) for Social Club Junior Members, forty (40) per cent of the amounts determined pursuant to clause 7(h); and
 - (iv) for Social Club Concession Members, sixty (60) per cent of the amounts determined pursuant to clause 7(h).

8. REGISTER OF MEMBERS

- (a) Upon receipt (subject to such application not being refused in accordance with clause 5.3(c)(iii)) of a membership application or a renewal of membership, the Chief Executive Officer or any person nominated by the Chief Executive Officer will enter the name, address and the number of the membership ticket on the Membership Electronic Register.
- (b) To the extent required by law, the Club must keep, on the Club premises, a register in a form or manner approved by the relevant regulatory authority under the *Liquor Control Reform Act 1998* (Vic) that sets out:
 - (i) the name and address of each Member; and
 - (ii) the particulars of payment of their last subscription for membership.
- (c) The register referred to in clause 8(b) must be kept open for inspection at any time by a person authorised under the *Liquor Control Reform Act 1998* (Vic).
- (d) The Chief Executive Officer shall keep on the Club premises in a form or manner approved by the relevant regulatory authority a register of Authorised Gaming Visitors containing the name and residential address

of each Authorised Gaming Visitor admitted to the premises and the date of that admission.

- (e) The register of Authorised Gaming Visitors must be kept open for inspection by all authorised personnel or officers.

9. ANNUAL GENERAL MEETINGS

An Annual General Meeting of Members of the Club shall be held no later than 31 January following the end of the Financial Year of the Club.

9.1 NOTICE PERIOD

- (a) Subject to the provisions of the Act relating to agreements for shorter notice, at least twenty-one (21) days' written Notice must be given to Ordinary Voting Members of the Annual General Meeting.
- (b) Notice will be sent to each Member by either their nominated postal address on the Membership Electronic Register, or an alternate address provided by a Member including by electronic mail as long as consent has been given by the Member for communications to be sent in this way.

9.2 CONTENTS OF NOTICE

A notice of a meeting of the Company's Members will specify:

- (a) the place, day and time of the meeting (and, if the meeting is to be held in two (2) or more places, the technology that will be used to facilitate this);
- (b) the general nature of the meeting's business;
- (c) in the case of an election of the Board, the names of the candidates for election; and
- (d) such other information as is required by section 249L of the Act.

9.3 FAILURE TO GIVE NOTICE

Subject to the Act, the accidental omission to give Notice of any meeting or the non-receipt of that Notice by any of the Members will not invalidate any resolution passed at that meeting.

9.4 NOTICE OF ADJOURNED MEETING IN CERTAIN CIRCUMSTANCES ONLY

- (a) Whenever a meeting of the Members is adjourned for less than twenty-one (21) days, no further notice of the time and place of the adjourned meeting need be given.
- (b) Whenever a meeting of the Members is adjourned for twenty one (21) days or more, at least three (3) days' notice of the time and place of the adjourned meeting will be given to Members.

9.5 PERSONS ENTITLED TO NOTICE AND TO ATTEND A MEETING OF THE CLUB

Notice of every meeting of the Club will be given in a manner authorised by Clauses 9.1 and 9.2 and in accordance with the Act to:

- (a) Ordinary Voting Members;
- (b) Life Members; and
- (c) Board members.

Except as required by the Act, the Club may in its sole discretion (but is under no obligation to) give notice of a meeting to any other person.

9.6 POSTPONEMENT OR CANCELLATION OF MEETING

The Board may whenever they think fit postpone or cancel any meeting of the Club.

10. PROCEEDINGS AT GENERAL MEETINGS

10.1 BUSINESS OF ANNUAL GENERAL MEETING

- (a) The business of an Annual General Meeting is:
 - (i) To receive and consider the Director's Report, Consolidated Statement of Financial Position and Consolidated Statement of Comprehensive Income;
 - (ii) the election of members of the Board as and when required pursuant to the provisions of clause 13;
 - (iii) the presentation of testimonials or awards as the Board considers appropriate; and
 - (iv) the consideration of any business of which Notice has been given to Members in accordance with the Act.
- (b) A copy of every Notice given in writing will be kept posted up at the Office until the date of the Annual General Meeting.

- (c) A summary Financial Report of the Club, in such form as may be recommended or approved by the auditors of the Club, will be made available to all Ordinary Members at their election. Those Ordinary Members who wish to receive the Financial Report of the Club via post must submit their request to the Club. Once an election to receive the Financial Report via post is made, that election is valid until such time as the Ordinary Member elects otherwise. The Club is not required to send notice of the Financial Report being prepared.
- (d) Notices of the Financial Report referred to may be given to Members in the same way as stated in Clause 9.1(b).

10.2 EXERCISE OF POWER AT GENERAL MEETING

Anything which, under this Constitution or under the Act, may be done by the Club or a Company in a general meeting, may be done either at an Annual General Meeting or Special General Meeting provided that due Notice has been given in accordance with this Constitution.

10.3 SPECIAL BUSINESS

- (a) All other business transacted at an Annual General Meeting and all business transacted at any other meeting of the Club will be deemed to be a Special General Meeting.
- (b) For the avoidance of doubt, a Special General Meeting may be held on the same day as an Annual General Meeting, either before or proceeding the Meeting.

10.4 SPECIAL GENERAL MEETING

- (a) Subject to the provisions of the Act, on a requisition in writing signed by at least 5% of the Ordinary Voting Members with their addresses and their membership ticket numbers, being delivered to the Chief Executive Officer, he or she shall within twenty one (21) days from receiving such requisition call a Special General Meeting of the Ordinary Voting Members of the Club. The percentage of Ordinary Voting Members is to be determined as at midnight before the requisition is delivered.
- (b) At least twenty one (21) days' Notice must be given to Ordinary Voting Members by way of an advertisement of the Special General Meeting on the Club's website.
- (c) In the event of a Special Resolution being proposed for consideration at a Special General Meeting, the provisions of clause 10.5 apply.
- (d) The Board has the power to call a Special General Meeting of the Club whenever it may have matters under consideration upon which it seems

necessary or desirable to obtain the ruling of the Ordinary Voting Members. The same notice shall be given as provided for a Special General Meeting called on a requisition of Ordinary Voting Members.

10.5 SPECIAL RESOLUTION

- (a) Notwithstanding clause 10.4, in the event of a Special Resolution being proposed by Ordinary Voting Members pursuant to clause 10.4 or in the event of the Club proposing a Special Resolution for determination at any Annual General Meeting or Special General Meeting the Chief Executive Officer will give notice to all Ordinary Voting Members by the means prescribed by clause 9.1 including:
 - (i) a copy of the proposed resolution or a summary of the proposed resolution; and
 - (ii) a statement not exceeding five hundred (500) words in support of the proposed resolution prepared and supplied by the proponent.

10.6 ALTERATION OF THIS CONSTITUTION

- (a) Subject to clauses 16.1, 16.2, 16.3, this Constitution may be amended by a Special Resolution of Ordinary Voting Members either in person or by proxy at an Annual General Meeting or a Special General Meeting called for that purpose in accordance with the Act.
- (b) Notwithstanding the provisions of clause 10.6(a), any Special Resolution relating to a reduction in the designated seating area or a reduction in the facility services as defined in clause 5.10(b), or any Special Resolution affecting the provisions of clauses 7(g), 7(h), or this clause 10.6(b) shall not have any effect unless it is also approved by not less than sixty (60) per cent of votes recorded by Social Club Members either in person or by proxy at the same Meeting.

10.7 QUORUM

- (a) Fifty (50) Ordinary Voting Members constitutes a quorum at an Annual General Meeting or at a Special General Meeting.
- (b) No business is to be transacted at an Annual General Meeting or at a Special General Meeting unless a quorum is present at the commencement of and throughout the transaction of business.

10.8 WHEN QUORUM NOT PRESENT

If within half an hour from the time appointed for either an Annual General Meeting or a Special General Meeting a quorum is not present, the meeting (if

convened upon such requisition as is provided for in clause 10.4) must be dissolved or (in any other case) stand adjourned to the same day in the next week at the same hour and place and if at the adjourned meeting a quorum is not present those Ordinary Voting Members who are present will constitute a quorum and may transact the business for which the meeting was called.

10.9 CHAIR

The Board may elect an individual to preside as chair at every meeting of the Club.

10.10 CHAIR HAS CASTING VOTE

In the case of an equality of votes at any meeting of the Club, the chair has a casting vote, in addition to the vote or votes to which the chair is entitled as a Member.

10.11 VOTING: SHOW OF HANDS OR POLL

At any meeting of the Club a resolution put to the vote of the meeting will be decided on a show of hands unless before a vote is taken or before or immediately after the declaration of the result of the show of hands a poll is demanded:

- (a) by the chair or;
 - (b) by not less than five (5) Ordinary Voting Members personally present;
- but no poll will be demanded on any resolution concerning the election of a chair of a meeting or the adjournment of any meeting.

10.12 QUESTIONS DECIDED BY MAJORITY

Subject to the requirements of the Act in relation to special resolutions, a resolution will be taken to be carried if the proportion that the number of votes in favour of the resolution bears to the total number of votes on the resolution exceeds one-half.

10.13 DECLARATION BY CHAIR THAT RESOLUTION CARRIED

A declaration by the chair that a resolution has on a show of hands been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the corporate minutes of the Club will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

10.14 CONDUCT OF POLL

- (a) If a poll has been demanded under this Constitution before the chair's declaration, it will be taken in such manner and at such time and place as the chair directs, and either at once or after an interval or adjournment or otherwise.
- (b) The result of the poll will be deemed to be the resolution of the general meeting at which the poll was demanded.
- (c) The demand for a poll may be withdrawn.

10.15 CONTINUATION OF MEETING NOTWITHSTANDING POLL

The demand for a poll will not prevent the continuance of the meeting or the transaction of any business other than the resolution on which a poll has been demanded.

10.16 CHAIR'S DECISION ON QUESTIONS OF PROCEDURE

At all meetings when questions of order and procedure shall arise the ruling of the chair of the meeting shall be accepted as final.

10.17 ADJOURNMENT OF GENERAL MEETINGS

- (a) The chair will adjourn a meeting of the Club from time to time and from place to place if the Members present with a majority of votes that may be cast at that meeting agree or direct the chair to do so.
- (b) No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

10.18 PRESIDENT OF THE CLUB

- (a) The President of the Club shall be entitled to take the chair at every meeting whether at an Annual General Meeting or a Special General Meeting.
- (b) If there is no President or if at any meeting the President is not present within fifteen (15) minutes after the time appointed for holding such meeting or being present shall decline to take the chair, the Vice President shall be entitled to take the chair of the meeting or if there is no Vice President present or willing to act then some other member of the Board shall be chosen, with the exception of the Chief Executive Officer who shall not under any circumstances be entitled to take the chair.

- (c) If no member of the Board is present or if all the members of the Board present decline to take the chair, then the Ordinary Voting Members present and entitled to vote shall choose someone from their number to take the chair.

11. VOTES AT MEETING AND ELECTIONS

11.1 VOTING MEMBERS

- (a) Subject to this Constitution the following requirements must be satisfied for a Member to be eligible to vote at Meetings of the Club:
- (i) the person must have purchased a membership with access to five (5) home games or more;
 - (ii) the membership must be current and valid; and
 - (iii) the Member must be aged eighteen (18) years and over,
- unless the person is:
- (iv) a Life Member;
 - (v) a Social Club Member with right to vote at Meetings of the Club under this Constitution; or
 - (vi) holds any other Category of Membership that includes a right to vote at Meetings of the Club as determined by the Board under clause 6.
- (b) Any Member who satisfies the requirements listed at clause 11.1(a) shall be deemed to be an Ordinary Voting Member and will be entitled to vote.
- (c) Unless the Board determines otherwise, an AFL Club Support Member who purchases a Ground Entry Entitlement Subscription to attend five (5) or more home games of the Club will be deemed to be an Ordinary Voting Member.

11.2 NON-VOTING

Any Member who does not meet the requirements listed at 11.1(a) or 11.1(c) will be deemed to be an Ordinary Non-Voting Member.

11.3 NUMBER OF VOTES

- (a) Subject to any special rights or restrictions for the time being attaching to any Members, on a show of hands at a meeting of the Club every person present who is either a Member or a proxy, has one (1) vote; and
- (b) on a poll at a meeting of the Club every Member present in person or by proxy has one (1) vote.

11.4 VOTING ELECTRONICALLY

- (a) The Board may at its discretion allow Ordinary Voting Members to vote on any matter they are entitled to vote on pursuant to this Constitution electronically, as determined by the Board from time to time.
- (b) The Board will determine the procedure and process for any and all voting conducted electronically and notify all Ordinary Voting Members of that procedure and process prior to any meeting of the Club.

11.5 VOTES OF INCAPACITATED MEMBER

If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, the chair or trustee or such other person as properly has the management of the Member's estate may exercise any rights of the Member in relation to a meeting of the Club as if the chair, trustee or other person were the Member.

11.6 PROXY NOT TO VOTE IF MEMBER PRESENT

If a Member is present at a meeting of the Club and a proxy for such Member is also present, the proxy is not entitled to vote on a show of hands or on a poll.

12. PROXIES AND REPRESENTATIVES

12.1 RIGHT TO APPOINT PROXY/ATTORNEY

- (a) A Member is entitled to appoint another person (whether a Member or not) as the Member's proxy or attorney as the case may be to attend and vote instead of the Member at the meeting.
- (b) A proxy or attorney may be appointed for all meetings or for any number of meetings or for a particular purpose.

12.2 PROXY OR ATTORNEY WILL BE WRITTEN

- (a) An instrument appointing a proxy will be in writing or via electronic means at the hand of the appointer.
- (b) The instrument appointing a proxy confers authority to demand or join in demanding a poll.

12.3 DIRECTORS OR CHAIR DECIDE VALIDITY

- (a) The chair of a meeting may require any person acting as a proxy to establish to the satisfaction of the chair that the person is the person appointed as proxy in the form of proxy lodged pursuant to this Constitution. Any person that fails to satisfy the chair that the person is the person appointed as proxy may be excluded from voting either upon a show of hands or upon a poll.
- (b) Subject to the Act, the chair's decision as to the validity of a proxy will be final and binding.

12.4 PROXY FORM TO BE DEPOSITED BEFORE MEETING

- (a) An instrument appointing a proxy referred to in Clause 12.4(d), will be deposited at the Office not less than forty-eight (48) hours before the time scheduled for commencement of the meeting (or any adjournment of that meeting) or taking of a poll at which the person named in the instrument intends to vote.
- (b) The instrument may also be deposited at another place as stated in this Constitution or at any other place as stated in the Notice convening the Meeting.
- (c) If the proxy is not validly deposited within the required time frame, the proxy will be deemed invalid.
- (d) Every instrument of proxy whether for a specified meeting or otherwise shall be addressed to the Club and be in the form or to the effect as follows on the next page.

PROXY FORM

GEELONG FOOTBALL CLUB LIMITED

Proxy

I, _____

of _____

_____ Post code _____ Ph No. _____

being an Ordinary Voting Member of the Club entitled to vote HEREBY
APPOINT

_____ Post code _____ Ph No. _____

as my proxy to vote for me and on my behalf at the Annual General
Meeting/Special General Meeting of the Club to be held on the _____ day of
_____, 20__.

AS WITNESS my hand this _____ day of _____, 20__.

SIGNED by the said _____

in the presence of: _____

or in any other form as the Board may from time to time prescribe or in a
particular case accept.**12.5 FAILURE TO NAME APPOINTEE**Any instrument of proxy in which the name of the appointee is not filled in will
be deemed to be given in favour of the chair.**13. ELECTIONS****13.1 ELIGIBILITY**Any candidate for election to one (1) of the seven (7) director positions on the
Board must be an Ordinary Voting Member over the age of eighteen (18) years
or a Life Member of the Club.

13.2 NOMINATION PROCEDURE

- (a) Thirty five (35) days at least before the holding of the Annual General Meeting in any year in which an election for members of the Board is required the Club will by advertisement on the Club's website specify the closing dates of nominations for such election.
- (b) Every candidate for election as a member of the Board must be proposed and seconded by two (2) Ordinary Voting Members.
- (c) The nomination form must be executed by the two (2) Ordinary Voting Members and delivered
 - (i) by hardcopy;
 - (ii) electronic means; or
 - (iii) as otherwise specified in the advertisement outlined at clause 13.2(a),
to the Chief Executive Officer no later than 5.00pm on the day being twenty eight (28) days before the date of the Annual General Meeting in each year in which an election is to occur.
- (d) The Chief Executive Officer shall display all nominations upon the notice board, being the area designated by the Club from time to time for the posting of notices, in the Office immediately upon receipt.
- (e) Nominations may be withdrawn by notice in writing signed by the candidate and delivered to the Chief Executive Officer at any time prior to the close of the nomination.

13.3 NUMBER OF CANDIDATES

- (a) 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.
- (b) If less candidates than the number of vacancies are nominated the vacancies may be filled by the Board following the Annual General Meeting.
- (c) Where there are more nominations for election as members of the Board than there are vacancies to be filled an election by ballot shall be conducted.

13.4 ELECTION BY BALLOT PROCEDURE

- (a) All Ordinary Voting Members will be entitled to vote on any election for members of the Board.

- (b) The Board shall appoint a Returning Officer to conduct the election. The Returning Officer's decision shall be final in all matters relating to the conduct of the election.
- (c) The Returning Officer shall within fourteen (14) days of the closing of the nominations post and/or send electronically (as the Returning Officer shall determine) to all Members entitled to vote at their address shown in the Register:
 - (i) the relevant ballot material along with the appropriate instructions;
 - (ii) a candidate profile sheet containing a photograph 3 cm x 3 cm of each candidate (if this is supplied by the candidate) together with their manifesto not to exceed one hundred and fifty (150) words which they shall prepare and submit to the Chief Executive Officer at the time of their nomination; and
 - (iii) the ballot paper and candidate profile sheet shall list candidates in order as decided by lot by the Returning Officer.

13.5 VOTING PROCEDURE

- (a) Ballot material shall be issued to Ordinary Voting Members no later than fourteen (14) days prior to the close of voting.
- (b) An Ordinary Voting Member voting shall vote in accordance with the voting instructions issued with the ballot material.
- (c) Voting under this section may be made by postal or electronic vote provided it is not contrary with the instructions provided with the ballot material. Any ballot paper returned otherwise than in accordance with those instructions may be rejected by the Returning Officer.
- (d) An Ordinary Voting Member voting must ensure that the ballot material is lodged with the Returning Officer at the office nominated by the Club by 5.00pm two (2) days prior to the Annual General Meeting. No ballot paper received after that time will be counted.
- (e) The Returning Officer has the entire control of the ballot and may appoint such persons to assist him or her as he or she thinks fit. The Returning Officer will count the votes received for each candidate, and advise the Chief Executive Officer as to the result of the election.
- (f) Each candidate may if he or she so desires appoint a scrutineer to represent him or her at the counting of votes by completing the appropriate scrutineer form and lodging it at the Office of the Club with the nomination form pursuant to clause 13.2.
- (g) Any ballot paper returned by post must be enclosed in an envelope which specifies the number of the membership ticket of the Ordinary Voting Member voting.

- (h) Each individual Ordinary Voting Member will only be entitled to one (1) vote irrespective of how many Categories of Membership that individual Ordinary Voting Member retains from time to time.

13.6 ELECTION DECLARATION

- (a) The candidates having the greater number of votes shall be declared elected.
- (b) If two (2) or more candidates receive an equal number of votes the successful candidate or candidates shall be decided by lot under the supervision of the Returning Officer prior to the results of the election being announced.
- (c) The results of the election shall be announced by the chair of the Annual General Meeting or the chair appointed by the meeting for that purpose (as the case may be) at the Annual General Meeting or any other meeting called for electoral purposes and shall be displayed upon the notice board, being the area designated by the Club from time to time for the posting of notices, in the Office for a period of one (1) month.

13.7 DEATH OF A CANDIDATE

- (a) Should any candidate die after the Returning Officer has posted to all Ordinary Voting Members a ballot paper including the name of the deceased candidate but before the results of the election are announced at the Annual General Meeting:
 - (i) if the death occurs and the remaining number of candidates are not greater in number than the number of members of the Board to be elected, the candidates shall forthwith be declared to be elected; or
 - (ii) if the remaining number of candidates are greater than the number required the election will proceed as follows:
 - (A) if the deceased candidate was successful in being elected these votes are put aside and the candidate with the next highest votes is elected in the place of the deceased candidate; or
 - (B) if the deceased candidate was unsuccessful his or her votes are put aside and it is deemed that they will take no further part in the tally of votes.

13.8 VALIDITY OF THE ELECTION

- (a) The validity of the election is not affected by any defect in the appointment of any person for the purpose of holding the election.
- (b) The validity of the election is not affected by any irregularity of the proceedings preliminary to voting, any failure to comply with any directions as to the holding of the election or the counting of votes or any mistakes if the election was conducted in accordance with the principles of this Constitution and the irregularity, failure or mistake did not affect the result of the election.

13.9 EXTRAORDINARY ELECTION

- (a) In the event that all members of the Board simultaneously resign or notify their intention to resign, and notwithstanding anything to the contrary contained in this Constitution, the Chief Executive Officer shall call an election of the Board in the following manner:
 - (i) a notice shall be inserted in a Melbourne metropolitan and Geelong newspaper indicating that an Extraordinary Election is to be held in accordance with this clause;
 - (ii) all nominations for election as members of the Board must be received within seven (7) days of the notice being so inserted;
 - (iii) the Chief Executive Officer shall appoint a Returning Officer to conduct the election; and
 - (iv) all other provisions in this Constitution in relation to the election of members of the Board shall apply, except that:
 - (A) the ballot material must be returned by post or electronically by an Ordinary Voting Member within fourteen (14) days from the date the ballot material was posted to the Ordinary Voting Member;
 - (B) the results of the election shall be announced by the Returning Officer and shall be displayed upon the notice board in the Office for a period of one (1) month; and
 - (C) unless the timing of such an election coincides with the next Annual General Meeting, the term of office of the Elected Members shall be deemed extended to that period being three (3) years commencing as from the next ensuing Annual General Meeting.
- (b) Notwithstanding the resignations, the members of the Board shall remain in office pending the election until the announcement of the results of the election by the Returning Officer.

14. BOARD

14.1 STRUCTURE

- (a) Subject to the provisions of this Constitution the management of the Club will vest in a Board of eight (8) members, none of whom shall be a Player, and will comprise of:
 - (i) seven (7) members who will be elected for a term of three (3) years according to the provisions of this Constitution and who shall be designated as Elected Members and who shall be eligible for re-election; and
 - (ii) one (1) member who shall be the Chief Executive Officer who shall be appointed by the Elected Members and who shall be a member of the Board for the period of their appointment as Chief Executive Officer or as otherwise provided in this Constitution.
- (b) The Elected Members may at their discretion appoint a maximum of two (2) additional Ordinary Voting Members to the Board for a term not exceeding the term of office of the Board who shall be designated as Appointed Members.

14.2 APPOINTMENT OF PRESIDENT AND VICE-PRESIDENT

- (a) The Board shall appoint a President and Vice President at its first meeting after the Annual General Meeting in each year. The President and Vice President shall hold office from year to year and shall be eligible to serve in the same capacity in any successive or non-successive years.
- (b) No Chief Executive Officer, Appointed Member or person appointed to fill a casual vacancy on the Board shall be eligible to hold office as President or Vice President nor to vote in the election for those positions nor to vote in the appointment of a casual vacancy.

14.3 CASUAL VACANCY

- (a) In the event of a death or retirement of the President or Vice President such position must be filled by another Elected Member of the Board and the person so elected shall be subject to retirement at the same time as the person in whose place the Elected Member has been elected.
- (b) Any Elected Member casual vacancy in the Board resulting from clause 14.3(a) shall be filled by appointment by the remaining Elected Members of the Board and any member so appointed shall be designated a Casual Appointee provided that the Casual Appointee shall hold office

only for the remainder of the term to be completed by the member of the Board whose position has been filled.

- (c) The Elected Members of the Board whilst a casual vacancy exists may act in all things notwithstanding any vacancies.

14.4 ELIGIBILITY

- (a) Except as provided in Clause 14.4(b), any person who holds a position with or is employed by the Club whereby that person derives the majority of their annual income from such position or employment will be ineligible to be appointed as an Appointed Member of the Board and if any person takes up that position or employment subsequent to becoming an Appointed Member of the Board they will be deemed to have resigned as a member of the Board and a casual vacancy will occur. The Board is empowered to determine whether or not any such position is held or employment taken and the Board's decision will be final.
- (b) The Chief Executive Officer will be a member of the Board and if any Appointed Member of the Board takes up the position of Chief Executive Officer they will be deemed to have resigned as an Appointed Member and a casual vacancy will occur.
- (c) The election or appointment of any member of the Board is subject to and conditional upon the authorisation and consent of the Director of Liquor Licensing and the Victorian Commission for Gambling and Liquor Regulation or any person supervising or regulating liquor licensing and gaming in Victoria as required by applicable legislation.

14.5 DISQUALIFICATION OF BOARD MEMBERS

The office of a member of the Board shall be vacated:

- (a) if the member becomes bankrupt;
- (b) if the member becomes mentally incapacitated;
- (c) if the member is convicted of any indictable offence or other offence which in the opinion of the other members of the Board means the member is not a suitable person to be a member of the Board;
- (d) if the member commits any act in breach of any of this Constitution or the by-laws of the Club rendering the member's membership liable to forfeiture or suspension and the Board resolve that the member's office be vacated;
- (e) in addition to the above, in relation to the Chief Executive Officer, the period of appointment of the Chief Executive Officer has expired or if the

Board resolves that the Chief Executive Officer's appointment is removed; or

- (f) if the member ceases to be an Ordinary Voting Member.

14.6 BOARD QUORUM

- (a) The Board shall meet as often as may be deemed necessary and for the purpose of such meetings, a number greater than fifty (50) per cent of the number of members of the Board shall constitute a quorum.
- (b) In the event of that number not being present thirty (30) minutes after the time appointed for any meeting the meeting shall lapse and business contained in the Agenda shall take precedence over all other business at the next meeting of the Board.

14.7 VOTING BY THE BOARD

- (a) All members of the Board, shall be entitled to vote at all meetings of the Board.
- (b) In the case of an equality of votes the chair shall have a deliberative and casting vote.

14.8 SPECIAL MEETING

- (a) Upon a requisition in writing signed by two (2) members of the Board setting forth the objects for which they desire the meeting to be called, the Chief Executive Officer shall convene a Special Meeting of the Board to be held not later than seven (7) days from the date of receipt by the Chief Executive Officer of such requisition.
- (b) Notice of such meeting shall be given to members of the Board by written notice, email or such other means as the Board shall have agreed is appropriate for communication of notices of meeting. The notice shall state the business to be dealt with at such meeting.

14.9 PROCEEDINGS AT MEETINGS

- (a) All acts done by any meeting of the Board or by any person acting as a member of the Board shall, except insofar as this Constitution is affected by provisions of the Act, notwithstanding that it be afterwards discovered that there was some defect in the appointments of any such persons acting as aforesaid, be as valid as if every such person has been duly appointed.

- (b) All normal meeting minute recordings, resolutions and proceedings of all meetings of the Club or of the Board, all other books required to be kept by law, and correct accounts and books showing the financial affairs of the Club and the particulars usually shown in the books of the account, shall be kept at the direction of the Board.

14.10 CHIEF EXECUTIVE OFFICER

- (a) The Chief Executive Officer of the Club shall:
 - (i) be appointed by the Board for such period as the Board may determine at such remuneration as the Board may determine;
 - (ii) at all times carry out such directions as are lawfully given at the meetings of the Club and its Board; and
 - (iii) shall keep all necessary and proper records of such meetings of the Club and the Board and of all such matters as relate to the management of the Club.
- (b) Subject to the provisions of this Constitution, the Chief Executive Officer shall be a member of the Board and shall be entitled to vote at meetings of the Board and the Chief Executive Officer shall be present at all meetings of the Board as required by the Board of the Club. The Chief Executive Officer must be an Ordinary Voting Member of the Club.
- (c) If any Elected Member of the Board takes up the position of Chief Executive Officer they will be deemed to have resigned as an Elected Member of the Board and a casual vacancy shall occur. If the Chief Executive Officer of the Club becomes an Elected Member of the Board they shall be ineligible to continue to be Chief Executive Officer or be appointed the Chief Executive Officer.

14.11 SPECIAL POWERS OF THE BOARD

- (a) Without prejudice to clause 14.9(a) and powers conferred by this Constitution, it is hereby expressly declared that the Board shall have and may exercise for and on behalf of the Club all of the powers vested in the Club by this Constitution and all of the powers vested in or conferred upon the Directors or the Board of Directors of a company by the Act. In addition the Board shall have the following powers:
 - (i) to purchase or otherwise acquire for the Club any property rights or privileges which the Club is authorised to acquire at such price and generally on such terms and conditions as it thinks fit;
 - (ii) to secure the fulfilment of any contracts or engagements entered into by the Club by mortgage or charge of all or any of the property of the Club or in such other manners as it may think fit;

- (iii) to sell, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property or rights of the Club;
- (iv) to appoint and at its discretion, remove or suspend all officers and servants of all descriptions to or from permanent, temporary or special appointments or services as it may from time to time think fit and to determine their powers and duties and fix their salaries and entitlements;
- (v) to institute, conduct, defend, compound or abandon any legal proceedings by or against the Club or its Board or otherwise concerning the affairs of the Club and also to compound and allow time for payment or satisfaction of any debts due and of any claims or any demands by or against the Club;
- (vi) to make and give receipts, releases and other discharges for money payable to the Club and for the claims and demands of the Club;
- (vii) to determine who shall be entitled to sign on the Club's behalf bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents;
- (viii) to invest and deal with any moneys of the Club not immediately required for the purposes thereof upon such securities and in such manner as they may think fit and from time to time vary or realise such investments;
- (ix) to do all such acts, matters and things necessary to implement its said powers;
- (x) to appoint a Member or Members of the Club to act as trustee or trustees of such property of the Club as cannot be conveniently vested in the Club itself;
- (xi) jointly with any donor or with the approval or sanction of such donor to appoint a Member or Members of the Club to act as trustee or trustees of any donation, gift or other property (conditional or unconditional) which may be made to the Club for the purposes of any specific object, purpose or benefit of or for the Club or in aid of its general objects;
- (xii) to define the trusts and powers to be vested in the trustee or trustees of any donation, gift or other property of the Club;
- (xiii) to remove or discharge any trustee or trustees and supply any vacancy in the office and decide on the mode of investing or dealing with the moneys and investments of the Club; and

- (xiv) the Board shall have the sole charge of all affairs 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.

14.12 APPOINTMENT OF SUB-COMMITTEES BY THE BOARD

- (a) The Board may appoint any sub-committee to deal with any special subject, department or matter of administration of the Club upon such conditions as the Board thinks fit and may delegate any of its power to any such sub-committee. The Board may co-opt such persons, whether or not they are Members, to be members of any sub-committee as the Board considers appropriate.
- (b) The income and property of the Club however derived, shall not be paid or transferred either directly or indirectly by way of dividend, bonus or otherwise to the Members of the Club. Provided always that nothing herein contained shall prevent the payments to Players or the payment of remuneration to any Officers or servants of the Club, or to any person not being a Member in return for services actually rendered to the Club.

14.13 APPOINTMENT OF CAPTAIN AND VICE CAPTAIN

- (a) Prior to the commencement of each season the Board shall appoint one (1) or more Captains and/or Vice Captains as the Board may determine for any AFL and AFLW teams.
- (b) Any such appointment may be terminated at any time should a majority of the Board so determine.

14.14 APPOINTMENT OF COACH AND TRAINING STAFF

- (a) The Board shall as soon as practicable after the close of each season appoint a Coach or Coaches for the next succeeding season for any AFL and AFLW teams.
- (b) The Chief Executive Officer shall appoint such training and other staff as it may deem necessary to appoint in relation to each football season for any AFL and AFLW teams.
- (c) All such appointments shall be made from year to year unless the Board specifically makes an appointment for some specified longer period.

14.15 POWERS TO MAKE, ALTER, AMEND AND REPEAL BY-LAWS

- (a) In addition to powers given elsewhere to the Board to make by-laws, the Board shall also have powers from time to time to make, alter, amend and repeal any or all such by-laws as it may deem necessary for the

proper conduct and management of the Club and the regulation of its affairs and in particular but not exclusively, it may by such by-laws regulate:

- (i) the times of opening and closing of any rooms or buildings or grounds belonging to the Club or any part thereof;
- (ii) the terms as to payments or otherwise, of admission to Members to participate in the benefit of any of the privileges of the Club and the use by or supply to the Members of any of the property of the Club;
- (iii) the payment of all moneys (other than subscriptions and entrance fees) payable by Members, including the charging and payments of interest on overdue accounts;
- (iv) the setting apart of any part or parts of the Club premises for particular purposes and the regulation of all games on the Club's premises;
- (v) the conduct of Members in relation to one another and to the servants of the Club;
- (vi) the duties and functions not defined by this Constitution of any office of the Club;
- (vii) the procedure at or order of business of Annual General Meetings and Special General Meetings of the Club and the meetings of the Board and any sub-committee not elsewhere prescribed in this Constitution;
- (viii) generally all such matters as are commonly the subject matter of rules;

PROVIDED that no by-laws shall be inconsistent with or shall affect or repeal anything contained in this Constitution and that any by-laws may be set aside by a Special Resolution of any Annual General Meeting or Special General Meeting.

- (b) The Board shall adopt such means as it shall deem sufficient to bring to the notice of Members all such by-laws, amendments and repeals of same including posting of a copy thereof upon the notice board in the Office, and all such by-laws so long as they shall be in force shall be binding upon all Members.

14.16 DISCIPLINARY POWERS

- (a) It shall be the duty of all Members to observe and comply with this Constitution for the time being and all by-laws made by the Board thereunder.

- (b) No Member shall remove any of the property of the Club from the Club premises without the consent of the Board or in any way damage or injure any of the Club's property.
- (c) The damage sustained by the Club through any infringement of this clause may be assessed by the Board and notice of such assessment shall be given to the Member or Members concerned. Every assessment shall be final and binding upon such Member or Members and the amount owing shall be paid to the Club, failing which it shall be recovered by action at law.
- (d) The Board must appoint a person (other than the Chief Executive Officer) to oversee and ensure compliance by Members with the provisions of this Constitution and any by-laws made by the Board ("**Investigations Officer**"). Such appointment will be for a term determined by the Board, and may be terminated at any time by the Board. If in the opinion of the Investigations Officer, a Member engages in any conduct that:
- (i) infringes this Constitution or any of the by-laws made pursuant to this Constitution;
 - (ii) is inconsistent with the Club's values and objectives;
 - (iii) is unbecoming of a Member;
 - (iv) brings the Club into disrepute;
 - (v) constitutes dishonourable conduct; or
 - (vi) is prejudicial to the Club,
- ("Offending Conduct"), the Investigations Officer may:
- (vii) demand that the Member immediately desist from engaging in the Offending Conduct;
 - (viii) eject the Member from the Club premises immediately;
 - (ix) issue a written warning to the Member:
 - (A) providing details of the Offending Conduct; and
 - (B) stating that if the Member engages in any other conduct that constitutes Offending Conduct, the Member's membership will be suspended pursuant to clause 14.16(d); and/or
 - (x) suspend the membership of the Member until such time that the Chief Executive Officer has conducted a full inquiry into the Offending Conduct.
- (e) If any membership is suspended pursuant to clause 14.16(d), the Investigations Officer must give written notice to the Member providing details of the Offending Conduct and setting out the reasons for the

suspension (“Suspension Notice”) within seventy-two (72) hours of the membership being suspended. The Suspension Notice must provide the Member with an opportunity to submit a written statement in relation to the Offending Conduct (“Member Statement”) within fourteen (14) days from the date of the Suspension Notice.

- (f) As soon as reasonably practicable after the period for providing the Member Statement has lapsed, the Investigations Officer must report to the Chief Executive Officer the Offending Conduct, and provide to the Chief Executive Officer copies of the Suspension Notice and the Member Statement (if one has been provided).
- (g) If the Chief Executive Officer determines that the Member has engaged in the Offending Conduct, the Chief Executive Officer may:
 - (i) caution the Member;
 - (ii) reprimand the Member;
 - (iii) fine the Member a sum considered by the Chief Executive Officer to be appropriate in respect of each act or omission forming part of the Offending Conduct. The purpose of any fine imposed on the Member pursuant to this clause 14.16(g)(iii) is to protect the Club from the Offending Conduct and to advance the Club’s interests;
 - (iv) suspend the Member from the Club and/or the Member’s membership privileges of the Club for a period determined by the Chief Executive Officer; and/or
 - (v) expel the Member.

The Club must notify the Member of the Chief Executive Officer’s determination and the disciplinary action taken by the Chief Executive Officer pursuant to this clause 14.16(g) within seventy-two (72) hours of the Chief Executive Officer making a determination.

- (h) Persons expelled from membership pursuant to this clause 14.16 will not be eligible to reapply for membership at any time, except with the consent of the Chief Executive Officer.

14.17 MEMBER APPEAL OF DISCIPLINARY ACTION

- (a) A Member who is disciplined pursuant to clause 14.16(g) may appeal against the decision of the Chief Executive Officer in accordance with this clause 14.17.
- (b) The appealing Member (“Appellant”) must lodge a written notice (“Notice of Appeal”) to the Chief Executive Officer, which may include a written submission by the Appellant, within twenty-eight (28) days of the

Appellant being notified of the Chief Executive Officer's decision pursuant to clause 14.16(g).

- (c) As soon as reasonably practicable after receipt of a Notice of Appeal from the Appellant, the Board will appoint, pursuant to clause 14.12(a), a sub-committee consisting of three (3) Board members to consider and determine the appeal ("Appeals Committee"). The Appellant will not be entitled to appear in person before the Appeals Committee.
- (d) The Club must notify the Appellant of the Appeals Committee's determination within seventy-two (72) hours of such determination being made. The determination of the Appeals Committee is final, and may not be appealed.

14.18 COMMON SEAL

The Board shall provide for the safe custody of the Common Seal and it shall never be used except by the authority of the Board and in the presence of two (2) members of the Board at least who shall sign every instrument to which the Seal is affixed and every such instrument shall be counter-signed by the Chief Executive Officer or some other person appointed for that purpose by the Board.

15. INDEMNITY

- (a) No member of the Board or other office bearer of the Club shall be liable for:
 - (i) the acts, receipts, neglects or defaults of any other member of the Board or other office bearer;
 - (ii) joining in any receipt or other act for conformity;
 - (iii) for any loss or expense happening to the Club through the insufficiency or deficiency of any security in or upon which any of the monies of the Club shall be invested;
 - (iv) for the loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any monies, securities or effects shall be deposited;
 - (v) for any other loss, damage or misfortune during execution of the Member's duties, unless the loss, damage or misfortune occurred due to their own dishonesty, negligence, default, breach of duty or breach of trust.
- (b) Except as prohibited by the Act each member of the Board or any sub-committee shall be indemnified by the Club against all claims

whatsoever and howsoever arising against him or her in the exercise of his or her office or the performance of his or her duties.

16. AFL RIGHTS

16.1 AFL LICENCE AGREEMENT

- (a) The AFL Licence Agreement 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) Accordingly, the Secretary must, within thirty (30) days of an amendment of this Constitution, forward to the AFL a certified copy of the amendment for the AFL's approval, which approval will not be unreasonably withheld.
- (c) Any amendment will not take effect until this approval is received from the AFL.

16.2 AFL ADMINISTRATOR

An administrator appointed by the AFL pursuant to the terms of the AFL Licence Agreement shall be entitled to dismiss the members of the Board and to have full conduct and control of the Club during the terms of such appointment and may arrange for the election of new Directors of the Club prior to retiring as administrator.

16.3 AFL LICENCE AGREEMENT

Subject at all times to the Club being the holder of an AFL Licence Agreement issued by 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 AFL Licence Agreement from time to time to the extent of any inconsistency but only to the extent permitted by law.

17. AUDITOR

- (a) Once a year the accounts of the Club shall be examined by an auditor or auditors who shall be appointed in accordance with the Act.
- (b) Such auditor shall not be disqualified from holding such office by reason of the auditor being a Member of the Club.

18. LICENSING PROVISIONS

- (a) No liquor shall be sold, disposed of or supplied in the Club otherwise than in conformity with the *Liquor Control Reform Act 1998 (Vic)*.
- (b) The sale, disposal and supply of liquor in the Club shall be under the control of the Board which shall have the power and duty to take such action as may be necessary to enforce and ensure compliance by the Members and by all other persons coming into the Club premises within this Constitution, the by-laws of the Club and the provisions of the *Liquor Control Reform Act 1998 (Vic)*.
- (c) No persons under eighteen (18) years of age except persons who are being trained as waiters and who are not allowed to serve behind the bar shall be employed in those parts of the Club premises where liquor is being supplied or consumed.
- (d) No liquor shall be supplied to any persons under the age of eighteen (18) years.

19. PROHIBITION OF UNLAWFUL GAMES AND GAMBLING

19.1 PROHIBITIONS

- (a) Upon the Club being granted a Venue Operators Licence under the *Gambling Regulation Act 2003 (Vic)* (and/or any associated legislation or any statutory modification or re-enactment thereof) the Members agree to be bound by the provisions of the *Gambling Regulation Act 2003 (Vic)* and regulations made thereunder and the Club shall only permit gaming on the Club premises in accordance with the terms of such permit or licence.
- (b) Except as may be permitted by any licence referred to in clause 19.1, no person, whether a Member or otherwise, shall be permitted to pay or participate in any gaming, games of hazard, betting of any description or making a betting book on the Club premises unless such activity is not in contravention of any Act of Parliament or Regulation thereunder and is first approved by the Board.
- (c) No amount shall be paid to an Officer or servant of the Club by way of commission or allowance from receipts of the Club for the sale and disposal of liquor.
- (d) To the extent required by law, a visitor to the Club must not be supplied with liquor in the Club premises unless the visitor is:
 - (i) a guest in the company of a Member; or
 - (ii) present at an occasion or function in the Club premises in respect of which a Limited Licence pursuant to section 14 of the *Liquor*

Control Act 1998 (Vic) has been issued authorising the sale and disposal of liquor to that visitor.

- (e) To the extent required by law, the Club shall keep a record of each guest and visitor to the Club including his or her name, address, date of visit and the name of the Member introducing the guest or visitor.
- (f) No Member under the age of eighteen (18) years shall be entitled to be on any Club premises that are licensed under the *Liquor Control Reform Act 1998 (Vic)* unless in accordance with the provisions of the *Liquor Control Reform Act 1998 (Vic)*.

19.2 GUESTS

- (a) Members may bring guests to the Club's licensed premises.
- (b) Unless the Board determines otherwise, or to the extent required by law, the names of all guests and the names of the Members introducing them shall be recorded in a book kept for that purpose and the Member shall be responsible for the guest's conduct and any damage that the guest may cause whilst in the Club. Such guests may only remain in the Club during the pleasure and in the presence of the Member introducing them to the Club.
- (c) Members introducing guests are held responsible for their good conduct and also for any debts contracted by them to the Club.