
Constitution of Footscray Football Club Limited

(ACN 005 226 595)

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

Part 1 - Preliminary

1. Name

The name of this Club is the Footscray Football Club Limited (ACN 005 226 595) (**Club**).

The name of the Club's team playing in the AFL Competition is the Western Bulldogs.

The name of the Club's team playing in the VFL Competition is Footscray.

The name of the Club's team playing in the AFLW Competition is the Western Bulldogs.

The name of the Club's team playing in the VFLW Competition is the Western Bulldogs.

Changes to any names of the Club's teams and the naming of any new teams of the Club are to be decided by simple majority resolution of the Board.

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 that apply as replaceable rules to companies under the Corporations Act, with the exception of any mandatory rules for public companies, do not apply to the Club except so far as they are expressly stated, in this constitution, to apply, whether in whole or in part.

4. Home Ground

4.1 Subject always to clause 4.1 and applicable restrictions set out in the Licence Agreement, 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 Competition, VFL, AFLW and VFLW.

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 Competition, AFLW, VFL, VFLW 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:
 - (D) (C) restricts the distribution of income and property to at least the same extent as the Club; and is not a club or team that competes in the AFL Competition, AFLW, VFL, VFLW unless otherwise approved by the AFL or AFL Victoria in its discretion.
- (7) To join and subscribe to the AFL Competition, VFL, AFLW and VFLW.
- (8) To co-operate with and otherwise assist the AFL and AFL Victoria (including their successors and/or any other body having similar objects) with a view to

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

(b) **Social and Facilities**

- (1) To purchase, lease or otherwise acquire from time to time such land, premises, buildings, part of a building or any personal or other property that the Club considers necessary for the conduct of the Licensed Operations and to construct, alter, add to or maintain that land, premises, buildings or other property for that same purpose.
- (2) To sell, transfer, let, sub-let, mortgage, charge, pledge, dispose of or otherwise deal with (**Dispose**) the whole or any part of land, premises, building, part of a buildings or personal or other property that the Club has the legal right to Dispose of.
- (3) To obtain and maintain any permits, licenses or other approvals that are required by law to enable the Club to:
 - (A) conduct the Licensed Operations; or
 - (B) develop, produce, store, sell, promote and advertise goods or services provided or distributed by the Club.

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

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

- (1) To acknowledge the Traditional Owners of the lands upon which the Club plays, and to honour the contribution of the First Nations Peoples to the formation, development and celebration of the game and the contribution to the broader community. As shared custodians of this land we will honour First Nations Peoples in our allyship.
- (2) 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).

- (3) 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.
- (4) 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 if 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 are not to be paid to or distributed among the Members, but must be given to an institution:
 - (a) which has objects similar to the Club's objects; and
 - (b) which cannot distribute its income and assets to its members.

The determination of such institution or institutions is to be by general resolution of Members.

- 7.5 If the Members cannot, or do not determine an appropriate institution 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 The colours of the Club shall be red, white and blue.
- 8.3 The uniform worn shall be as is registered by the AFL and AFL Victoria or their successors in accordance with their rules.
- 8.4 The emblem of the Club shall be the Bulldog.

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; and
- (d) AFL Members with Club Support.

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 clauses 10.1(b), 10.1(c), and 10.1(d);

- (b) To become an Ordinary Member, an applicant must:
 - (1) comply with such requirements as are determined by the Board from time to time;
 - (2) complete a Membership Application;
 - (3) lodge the Membership Application with the Club with the Membership Fee that is determined by the Board from time to time.
- (c) To retain membership as an Ordinary Member, a person must:
 - (1) pay such annual subscription fee as is determined by the Board from time to time to the Club by 1 September each year or has entered into an agreement to pay the Club Annual Subscription Fee by instalments with the last instalment to be paid prior to 1 September each year; and
 - (2) 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 by majority decision, may elect to confer Life Membership on the following classes of persons:
 - (1) **Players**
 - (A) AFL players who have played 150 senior games for the Club or played for the Club for 10 more than years.
 - (B) AFL players who have played 50 games or more for the Club and played in a Premiership for the Club.
 - (C) AFLW players who have played 75 senior games for the Club or played for the Club 8 years more than years.
 - (D) AFLW players who have played 30 games or more for the Club and played in a Premiership for the Club.
 - (2) **Directors**

Directors that have completed 15 years' service to the Club as a Director or otherwise.
 - (3) **Staff**

Staff that have completed 15 years' service to the Club as a member of Staff or

otherwise.

(4) **Volunteers**

Volunteers that have completed 15 years' service to the Club as a Volunteer or otherwise.

(5) **Exceptional**

Any person who does not meet any of the criteria for being a Life Member that is set out above, but who the Board by majority decision determine has rendered outstanding or exceptional service to the Club.

- (c) For the avoidance of doubt, service in respect of above clauses 10.2(b)(2), 10.2(b)(3) and 10.2(b)(4) need not be continuous.
- (d) Any person elected to become a Life Member is exempt from payment of any further Membership Fee but shall nevertheless be entitled to all the privileges and benefits and be subject to the same liabilities and duties as an Ordinary Member;
- (e) Nothing in clause 10.2(c), prevents a Life Member from continuing to pay membership fees in the interests of the Club if they so choose.

10.3 Honorary Members

- (a) The Board may by majority decision appoint as an Honorary Member for any particular year a person who prior to 30 June that year:
 - (1) is a player, officer or full time employee of the Club or any other person nominated by the Board; and
 - (2) 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).
- (b) Any person elected to become an Honorary Member is exempt from payment of any further Membership Fee but shall nevertheless be entitled to all the privileges and benefits and be subject to the same liabilities and duties as an Ordinary Member.

10.4 AFL Members with Club Support

- (a) Unless the Board determines otherwise by majority decision, any person who:
 - (1) is at least 18 years of age; and
 - (2) has paid the relevant AFL Annual Subscription Fee by 1 September each year or has entered into an agreement to pay the relevant AFL Annual Subscription Fee by instalments with the last instalment to be paid prior to 1 September each year,is deemed to be an AFL Member with Club Support for that year.
- (b) An AFL Member with Club Support is entitled to attend all home games of the Club during the year of Membership.

10.5 **Overpayment or Donation**

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.

10.6 **Complimentary Members**

The Board may, at its discretion, elect any person to be a Member of the Club without the requirement to pay a membership fee (**Complimentary Member**). A Complimentary Member is entitled to all the rights and privileges of an Ordinary Member, except that a Complimentary Member is not entitled to vote at any general meetings of the Club, with the exception of Staff and Players who have voting rights at any general meetings.

11. **Refusal of Application**

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

12. **Registration of Members**

- 12.1 On acceptance of any application for membership, the CEO shall cause to be entered in the Register of Members such particulars as the Corporations Act requires.

13. **Registers kept by Club**

13.1 **Register of Members**

The CEO 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 or a candidate for election to the Board, each of whom shall be at liberty to make such extracts from it as they may desire.

13.2 **Guest and Visitors Register**

- (a) The Club shall keep a record of each guest and visitor to its premises the subject of a Club Liquor Licence. The record shall include the visitor's name, address, date of visit, and the name of the Member introducing the guest or visitor.
- (b) A visitor to the Club must not be supplied with liquor in the Club premises unless the visitor is a guest in the company of a Member.

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, CEO 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 the Club and/or membership privileges for any period, including for life;
 - (4) request the Member to resign their 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 CEO, who shall within 21 days from receiving such requisition call an extraordinary general meeting of the Members of the Club by giving 21 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

- 16.1 The Club must hold an annual general meeting on a date nominated by the Board and in accordance with the Corporations Act.
- 16.2 To the extent permitted by the Corporations Act, the Club may hold a meeting of its Members at 2 or more venues simultaneously, or entirely virtually, using any technology that, in the opinion of the Directors, gives the members as a whole a reasonable opportunity to participate.

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 In calculating the period of notice, both the day on which the notice is given, and the day of the meeting convened by it are to be disregarded.
- 17.3 Notice of a meeting must be given to all current Members, Directors and the auditor.
- 17.4 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.
- 17.5 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.
- 17.6 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 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 Chairperson 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 Chairperson 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 Chairperson reasonably decides. If there is no quorum at that resumed meeting, the Members present in person, by proxy, by attorney or by representative shall constitute a quorum.

20. Chairperson

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

20.2 In the event that:

- (a) there is no Chairperson of the Board, or if the Chairperson 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 Chairperson of the Board may chair the meeting;
- (b) there is no Deputy Chairperson, or if the Deputy Chairperson 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 Chairperson:

- (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 Chairperson of the meeting will be accepted as the final determination of such questions.

20.5 The Chairperson 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 Chairperson:
 - (1) is not complying with the reasonable directions of the Chairperson; or
 - (2) is unduly disrupting or annoying other Members or the conduct of the meeting;
- (b) uses without permission a recording device to record the meeting;
- (c) has an unauthorised placard or banner;
- (d) has an article or other thing the Chairperson 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 Chairperson considers it reasonable and necessary in the circumstances, the Chairperson may adjourn a meeting of Members to a day, time and place reasonably determined by the Chairperson.
- 21.2 The Chairperson must adjourn a meeting of Members if a majority of Voting Members present at the meeting agree or direct the Chairperson to do so. The Chairperson may adjourn the meeting to any day, time and place reasonably determined by the Chairperson 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, by attorney or by representative) 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, by attorney or by representative) 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 Chairperson 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 Chairperson 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 Chairperson 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 Chairperson of the meeting or the question of an adjournment must be taken when and in the manner the Chairperson directs.
- 23.7 A poll on the election of a Chairperson 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, by attorney, or by representative has one vote.
- 24.2 Notwithstanding any other provision of this Constitution, a Voting Member is not entitled to vote if that Member or their 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 Chairperson 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;
- (c) by one attorney; or
- (d) by one representative.

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 Chairperson, 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; or
 - (b) a place 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 75% majority of votes recorded either in person, by proxy, by attorney or by representative at an Annual General Meeting or a general meeting called for that purpose in accordance with the Corporations Act.
- 26.2 Any alteration or amendment to this Constitution must have the prior written consent of the AFL.

- 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

The Board shall be comprised of:

- (a) a President elected in accordance with clause 29.1;
- (b) a CEO appointed in accordance with clause 29.3;
- (c) 6 members elected in accordance with clause 36.5; and
- (d) up to 3 additional members appointed in accordance with clause 36.8.

27.3 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.

27.4 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 they think fit. Any person while they so hold office as an alternate or substituted Director shall be entitled to notice of meetings of the Directors and to attend and vote there at accordingly, and to exercise all the power of the appointer in their 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 Chairperson.

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 Chairperson of the Board must be a Member and shall, subject to clause 36.11, 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 the President and Vice President, the meeting shall appoint a chairman for the occasion. The Chairperson of any general or Board meeting shall have a casting vote in addition to their deliberative vote.

29.2 Vice President

The Vice President shall be Deputy Chairperson of the Board, must be a Member 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 50, the 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, if:
- (a) the Director becomes bankrupt;
 - (b) the Director is convicted of any indictable offence;
 - (c) in the opinion of at least 75% of the Board, the Director becomes, from any cause, incapable of attending to the Director's duties;
 - (d) 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 resolves that the Director's office be vacated; and
 - (e) 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 special 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. Exclusion of Payments to Officer or Employee of Club

- 33.1 No payment or part payment of any amount to an officer or employee 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.

34. Qualification

- 34.1 A Director must be an Ordinary Member or Life Member.
- 34.2 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.

35. Eligibility

- 35.1 Save and except for the President, CEO and Appointed Directors, any candidate for a position on the Board must be an Ordinary Member or Life Member of the Club for at least 12 months before their nomination.

36. Nomination of Tenure

- 36.1 The Board must give Members a notice calling for Members to nominate candidates for a Board position 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.
- 36.2 All nominations shall be in writing and signed by the candidate and by any two of an Ordinary 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 CEO not later than 5.00 p.m. thirty five (35) days before the date of the annual general meeting.
- 36.3 Within 24 hours of their receipt, the CEO shall post all nominations on the Club's Website.
- 36.4 Nominations may be withdrawn in writing signed by the candidate and delivered to the CEO at any time prior to the date of the annual general meeting.
- 36.5 Subject to clause 37.1, out of the people nominated, the Members shall elect such number of those persons to be Directors so that there are six (6) Directors, and no more, elected under this clause ("**Elected Directors**"). Each Elected Director shall hold office for three (3) years and may, subject to 36.10, be eligible for re-election under this clause at the expiration of their term. Each Elected Director shall be taken to be nominated for re-election by providing notice to the Board seeking re-election.
- 36.6 No paid officer or employee of the Club shall be entitled to accept nomination for a position on the Board unless they have submitted their resignation in writing prior to the closing date of nominations for the Board in any year.
- 36.7 No person shall be nominated for more than one office at the same election.
- 36.8 In addition to the Elected Directors, the Board may appoint up to three (3) Directors ("**Appointed Directors**") at its first meeting each year. Subject to Clause 36.9, the Appointed Directors will hold office for one year at the end of which they shall be eligible for re-appointment.
- 36.9 Subject to clauses 36.11 and 36.12, no person shall be eligible to serve as a Director for more than 11 years consecutively. If a Director has held office for 11 years consecutively, they will then be ineligible to be elected (or otherwise hold office) as a Director under either clause 36.5 or 36.8 for the next three (3) consecutive years.
- 36.10 No person shall be eligible to stand for election as an Elected Director for a fourth term of three years unless more than six years have passed since the expiration of that person's third term.
- 36.11 A President shall not be eligible to serve as President for more than three terms of three years each, whether served consecutively or otherwise. However, if decided by a vote of at least 75% of the Board, the President may continue to hold office for an additional two (2) consecutive years after the expiry of their third term, in which case, they will be eligible to hold office for 11 years in total.
Once a President has served the maximum period in office, then they will be ineligible to

be elected (or otherwise hold office) as a President under clause 29.1 again. For the avoidance of doubt, any time that a President has spent as either an Elected Director under clause 36.5 or as an Appointed Director under clause 36.8 prior to their appointment as President will not count towards their time spent as President for the purposes of calculating their time in office under this clause 36.11.

36.12 Clause 36.9 does not apply to the tenure of the CEO as a Director.

37. Automatic Election

37.1 When no more than the required number of candidates are nominated for election as Elected Directors, those candidates nominated shall be declared elected at the annual general meeting.

38. Director's interests

38.1 Subject to the Corporations Act and other applicable laws and the Licence Agreement, a Director may during their 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:
 - (1) the Director complies with clause 38.4; and
 - (2) 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.

38.2 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.

38.3 Subject to clause 38.2 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.

38.4 A Director must disclose to the Board all contracts, arrangements, offices, positions, stakes or other interests referred to in clauses 38.1 and 38.3 that are held by the Director or of which the Director is aware.

Part 5 - Proceedings of Directors

39. Circulating resolutions

- 39.1 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.
- 39.2 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.
- 39.3 The resolution is passed when the last Director signs.
- 39.4 Passing of the resolution must be recorded in the Club's minute books.
- 39.5 An email addressed to or received by the Club and purporting to be signed or sent by a Director for the purpose of this clause 39 must be treated as a document in writing signed by that Director.
- 39.6 In this clause 39, a reference to all the Directors does not include a reference to an alternate Director whose appointor has signed the document, but an alternate Director may sign the document in the place of their appointor.

40. Calling and conducting meetings of the Board

- 40.1 A Board meeting may be called by any Director giving reasonable notice individually to each other Director.
- 40.2 On the request of any Director, the Secretary must call a Board meeting.
- 40.3 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.
- 40.4 A Board meeting may be held using telephone or, if consented to by all Directors, other technology. The consent may be a standing one. A Director may only withdraw the consent within a reasonable period before the meeting.
- 40.5 If a Board meeting is held using any technology and all the Directors take part in the meeting, they must be treated as having consented to the use of the technology for that meeting.
- 40.6 The following provisions apply to a technology meeting:
 - (a) each of the Directors taking part in the meeting must be able to hear and be heard by each of the other Directors taking part in the meeting; and

- (b) at the commencement of the meeting each Director must announce their presence to all the other Directors taking part in the meeting.
 - 40.7 If the Secretary is not present at a technology meeting, one of the Directors present, or another person nominated by them present at the meeting must take minutes of the meeting.
 - 40.8 A Director may not leave a technology meeting by disconnecting their link to the meeting unless that Director has previously notified the chair of the meeting.
 - 40.9 A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during a technology meeting unless that Director has previously obtained the express consent of the chair to leave the meeting.
 - 40.10 The ruling of the Chairperson of the meeting will be accepted as the final determination of all questions of order or procedure that arise at a Board meeting.
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41. Notice

- 41.1 Notice of a Board meeting must be given to each Director.
 - 41.2 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.
 - 41.3 If a Director does not receive the notice of a meeting, or a complete notice, as required under clause 41.1, 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 they waive the requirement for notice or agree to the thing or things done at the meeting; or
 - (c) the Director attends the meeting.
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42. Quorum

- 42.1 The quorum for a Board meeting is 4, of which a minimum of 2 shall be Elected Directors
- 42.2 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.

43. Board Decisions

- 43.1 Subject to the Corporations Act, each Director has one vote at each Board Meeting.
- 43.2 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.
- 43.3 In the case of an equality of votes, the Chairperson has a casting vote in addition to their vote as a Director.
- 43.4 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

44. General powers

- 44.1 The Licensed Operations and other business and affairs of the Club are to be managed by or under the direction of the Board.
- 44.2 The Board will liaise with the CEO 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.
- 44.3 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.

45. Execution of documents

- 45.1 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.
- 45.2 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.
- 45.3 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.
- 45.4 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.
- 45.5 This clause does not limit the ways in which the Board may decide that the Club may execute a document (including a deed).

46. Negotiable instruments

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

47. Committees and delegates

- 47.1 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.
- 47.2 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.
- 47.3 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.
- 47.4 Without limitation, the Board must duly constitute by way of charter and maintain:

- (a) an Audit and Finance Committee;
- (b) a Remuneration and Nominations Committee;
- (c) a Football Oversight Committee; and
- (d) an Ethics and Integrity Committee.

47.5 The Chairperson of each of the committees referred to in clause 47.4 must report to the Board as necessary.

48. Attorney and agent

- 48.1 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.
- 48.2 The Board may delegate any of their powers to an attorney or agent.
- 48.3 The Board may from time to time revoke or vary:
- (a) the appointment under clause 48.1; or
 - (b) any power delegated to the attorney or agent.

49. Coteries

- 49.1 The Board may make rules and determinations for the recognition and accreditation of Club coteries.
- 49.2 The Board shall ensure that Club coteries:
- (a) abide by the Club's policies and codes of conduct;
 - (b) comply with legal and prudential obligations including (without limitation) as to equal opportunity and discrimination; and as to financial probity and compliance;
 - (c) insofar as they solicit funds or fundraise in the name and/or use the trade marks, intellectual property or goodwill of the Club,
 - (1) account to the club;
 - (2) use generally accepted accounting and audit methods;
 - (3) comply with the Law (including, without limitation, the provisions of the Fundraising Legislation); and
 - (4) accept direction and oversight by the Club as to funds raised.
- 49.3 The Board is entitled in its absolute discretion to refuse accreditation to a new or an existing coterie.

- 49.4 The Board is entitled in its absolute discretion, to cancel or suspend membership of the Club of any Member who remains a Member or active supporter of a non-accredited coterie.

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 CEO. The CEO 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 CEO's 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 CEO, the Board may remove or dismiss the CEO at any time, with or without cause.
- 50.3 If:
- (a) the employment contract of the CEO expires or is terminated for any reason, the applicable person will (if applicable) automatically cease to hold office as a Director; or
 - (b) the CEO is a Director and for any reason ceases to or cannot hold that office for any reason (including because the CEO is not eligible under this Constitution to be a Director), then the CEO automatically ceases to hold office as CEO without prejudice to the contractual rights (if any) they may have arising from the termination of their employment.
- 50.4 The CEO 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 CEO 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 CEO may delegate any or all of their powers or responsibilities.

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 indemnifies:

- (a) every person who is or has been an Officer of the Club; and
- (b) where the Board considers it appropriate to do so, any person who is or has been an Officer of a related body corporate of the Club,

against all losses, liabilities, costs, charges and expenses incurred by that person in their capacity as an Officer of the Club or of the related body corporate (as the case may be). This indemnity includes:

- (c) a liability for negligence; and
- (d) a liability for reasonable legal costs on a solicitor client basis including in respect of civil or criminal proceedings except to the extent prohibited by section 199A(3) of the Corporations Act.

52.2 The indemnity does not extend to and is not an indemnity against any amount in respect of which the indemnity would otherwise be illegal, void or unenforceable or not permitted by law

and does not operate in respect of any liability of the Officer to the extent that liability is covered by insurance.

52.3 In accordance with section 199A of the Corporations Act, the Club must not indemnify a person against:

- (a) any of the following liabilities incurred as an Officer of the Club:
 - (1) a liability owed to the Club or a related body corporate;
 - (2) a liability for a pecuniary penalty order under section 1317G of the Corporations Act or a compensation order section 1317H under the Corporations Act; or
 - (3) a liability that is owed to someone other than the Club or a related body corporate and did not arise out of conduct in good faith; or
- (b) legal costs incurred in defending an action for a liability incurred as an Officer of the Club if the costs are incurred:
 - (1) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under clause 52.3(a);
 - (2) in defending or resisting in defending or resisting criminal proceedings in which the person is found guilty;
 - (3) in defending or resisting proceedings brought by the Australian Securities and Investments Commission or a liquidator for a court order if the grounds for making the order are found by the Court to have been established; or
 - (4) in connection with proceedings for relief to the person under the Corporations Act, in which the Court denies the relief.
- (c) Clause 52.3(b)(3) does not apply to costs incurred in responding to actions taken by the Australian Securities and Investments Commission or a liquidator as part of an investigation before commencing proceedings for a court order.
- (d) For the purposes of clause 52.3(b) the outcome of proceedings is the outcome of the proceedings and any appeal in relation to the proceedings.

52.4 An Officer must:

- (a) give notice to the Club promptly on becoming aware of any Claim against the Officer that may give rise to a right to be indemnified by the Club;
- (b) take such action as the Club reasonably requests to avoid, dispute, resist, appeal against, compromise or defend any Claim or any adjudication of a Claim;
- (c) not make any admission of liability in respect of or settle any Claim without the prior written consent of the Club;
- (d) allow the Club or its insurers to assume the conduct, negotiation or defence of any Claim and, on request by the Club, render all reasonable assistance and co-operation to the Club or its insurers in the conduct of any Claim, including giving the Club or its

insurers any document, authority or direction that the Club or its insurers may reasonably require for the prosecution or advancement of any counterclaim or cross-claim;

- (e) on request by the Club or its insurers, do everything necessary or desirable which the Club reasonably requests to enable the Club or its insurers (so far as it is possible) to be subrogated to and enjoy the benefits of the Officer's rights in relation to any counterclaim or cross-claim or any claims against any third party and render such assistance as may be reasonably requested by the Club or its insurers for that purpose; and
- (f) notify any Claim to an insurer or any other person who may be liable to indemnify the Officer in respect of that Claim and promptly take all reasonable steps to enforce all the Officer's rights against the insurer or other person.

52.5 In clause 52.4 **Claim** means:

- (a) any writ, summons, cross-claim, counterclaim, application or other originating legal or arbitral process against an Officer as an Officer of the Club;
- (b) any hearing, complaint, inquiry, investigation, proceeding or application commenced or originating against an Officer as an Officer of the Club; or
- (c) any written or oral demand or threat that might result in the Officer reasonably believing that any such process, hearing, complaint, inquiry, investigation, proceeding or application referred to in clauses 52.5(a) or 52.5(b) may be initiated.

52.6 For the avoidance of doubt, the definition of Claim provided in clause 52.5 is limited to claims that may give rise to a right to be indemnified by the Club.

52.7 If an Officer of the Club becomes personally liable for the payment of any sum primarily due from the Club, and the Officer may be indemnified under clause 52.1, the Board may, despite the interest (if any) of the Board or any of the Directors individually, execute or cause to be executed a mortgage, charge or security over or affecting the whole or any part of the assets or undertaking of the Club by way of indemnity to secure the Officer so becoming liable from any loss in respect of that liability.

52.8 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.

52.9 In this clause, **Officer** means an Officer of the Club and includes the Secretary, the public Officer of the Club, the CEO and the Non-executive Directors.

53. Insurance

53.1 The Club may pay or agree to pay a premium in respect of a contract insuring a person who is

or has been an Officer of the Club or a related body corporate of the Club against any liability incurred by the person as an Officer of the Club or a related body corporate except a liability (other than one for legal costs) arising out of:

- (a) conduct involving a wilful breach of duty in relation to the Club; or
- (b) a contravention of section 182 or 183 of the Corporations Act.

54. Director voting on contract of indemnity or insurance

Despite anything in this document, a Director is not precluded from voting in respect of any contract or proposed contract of indemnity or insurance, merely because the contract indemnifies or insures or would indemnify or insure the Director against a liability incurred by the Director as an Officer of the Club or of a related body corporate.

55. Liability

An Officer of the Club is not liable for the act, neglect or default of any other Officer or for joining in any act or for any other loss, expense or damage which arises in the execution of the duties of their office unless it arises through their own negligence, default, breach of duty or breach of trust.

56. Auditors

56.1 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.

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

57. Returning Officer

57.1 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.

57.2 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.

57.3 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).

58. Senior Coach

- 58.1 The Club will maintain a senior coach for each of its teams. No appointment or dismissal of a senior coach shall be effective unless and until it is endorsed by simple resolution of the Board.

59. Captain and Vice Captain

- 59.1 The Club may appoint captains, co-captains and/or vice-captains to its football teams. The Board may authorise by simple resolution the procedure by which such selections are to be made. Such procedures may be varied by the Board in its discretion. Appointments of captains and vice captains shall only take effect when they have been endorsed by the Board by simple resolution.

Part 8 – Records

60. Register of Members

- 60.1 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.
- 60.2 The Register of Members may be kept using such means of technology as determined by the Board from time to time.
- 60.3 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).
- 60.4 Unless proved incorrect, the Register of Members is sufficient evidence of the matters shown in the register.

61. Minute book

- 61.1 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.
- 61.2 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.
 - 61.3 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.
 - 61.4 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.
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62. Financial records

- 62.1 The Club must keep and maintain the financial records and produce and disseminate the reports required by the Corporations Act.
 - 62.2 The financial records must be audited as required by the Corporations Act.
 - 62.3 A copy of the most recent audited financial report of the Club must be provided to a Member on request.
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63. 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

64. 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.

65. Notice to Members

- 65.1 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 electronic address (if any) nominated by the Member from time to time.
- 65.2 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.

66. 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 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 electronic address (if any) nominated by the Director from time to time.

67. 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 electronic address (if any) of the Club's registered office.

68. Addresses outside Australia

A notice to or from a place outside Australia must be sent by email.

69. Time of service

- 69.1 A notice sent by post within Australia is deemed to be given 3 Business Days after posting.
- 69.2 A notice sent by 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 electronic address).

70. Dispute Resolution

- 70.1 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 70 before either party commences any other process for resolving the dispute, including the commencement of court action or arbitration.

70.2 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.

70.3 This clause 70 does not prevent a person from commencing proceedings for urgent or interlocutory relief.

71. 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) reference to legislation includes any amendment to it, any legislation substituted for it, and any statutory instruments issued under it and in force;
- (d) reference to a person includes a corporation, a firm and any other entity;
- (e) headings do not affect interpretation;
- (f) 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;
- (g) A reference to dollars, "\$"; or other monies is a reference to the lawful currency of Australia;

- (h) 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
- (i) 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.

72. 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;

AFL Annual Subscription Fee means the membership fee payable for membership of the AFL as an AFL Member with Club Support;

AFL Competition means the premier men’s Australian Football competition conducted by the AFL currently known as the “Australian Football League”;

AFL Member with Club Support has the meaning given in clause 10.4;

AFL Victoria means Australian Football League (Victoria) Limited ABN 24 147 664 579 and its successors;

AFLW means the premier women’s Australian Football competition conducted by the AFL.

Australian Football means the game played in accordance with laws of Australian football as determined by the AFL from time to time;

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;

Chairperson means the chairman of the Board, who is to be the President;

Chief Executive Officer or **CEO** means the person appointed by the Board pursuant to clause 51;

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

Club Annual Subscription Fee means, the ordinary subscription fee payable for Membership in the relevant class of Membership;

Complimentary Member has the meaning given to it in clause 10.6;

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

Deputy Chairperson means the deputy chairman of the Board, who is to be the Vice President;

Director means a director of the Club, and includes anyone appointed to the Board;

Dispose has the meaning given to it in clause 5(b)(2);

Elected Directors means those non-executive Directors that are appointed or to be appointed by Members other than the AFL pursuant to Part 4;

Financial Dealings has the meaning given to it in clause 5(c)(2);

Fundraising Legislation means the various fundraising Acts and Regulations of all the States and Territories (as relevant);

General Manager Football means the person appointed by the Board pursuant to clause 56 to perform the duties of the General Manager Football of the Club;

Home Ground means the playing arena/s where the Club plays its home games in the AFL Competition, AFLW VFL and VFLW (as the case may be), as determined in accordance with clause 4;

Honorary Member has the meaning given to it in clause 10.3;

Licence Agreement means:

- (a) any licence agreement executed by the Club and the AFL;
- (b) any licence agreement signed by the Club and AFL Victoria; and
- (c) any subsequent variation to, or replacement of, the licence agreements referred to in (a) and (b),

including:

- (d) the licence agreements signed between the Club and the AFL in respect of the AFL Competition and the AFLW; and
- (e) the licence agreement signed between the Club and AFL Victoria in respect of the VFL and VFLW.

Licensed Operations means all matters of and incidental to the fielding of a team by the Club in the AFL Competition, AFLW, VFL and VFLW pursuant to a Licence Agreement;

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

Life Membership means any person who has been admitted as a Member under clause 10.2;

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 CEO;

Non Voting Member means a Member who is not entitled to a vote at any general meeting of the Club;

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

Players means any person contracted by the Club from time to time to play AFL or AFLW Football for the Club;

President means the president of the Club appointed in accordance with clause 29.1;

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 60;

Returning Officer means the person or organisation serving as Returning Officer of the Club in accordance with clause 57;

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;

Special resolution has the meaning given to it in the Corporations Act;

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;

Staff means, for the purposes of this Constitution, all persons subject to a contract of service to the Club;

Suspension has the meaning given to it in clause 14.3(a);

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;

Vice President means the vice president of the Club appointed in accordance with clause 29.2;

Victorian Football League or VFL means the football league administered by AFL Victoria;

Western Melbourne Region means the area west of the Melbourne CBD.