

**DATED 11 DECEMBER 2005**

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**A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING CAPITAL DIVIDED INTO SHARES**

**CONSTITUTION**

**of**

**ST. KILDA SAINTS FOOTBALL CLUB LTD  
(ACN 005 174 836)**

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**CONSTITUTION**

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Amended: 6 March 2008 (at AGM)  
3 February 2011 (at AGM)  
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## CONSTITUTION

### 1. INTERPRETATION

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#### 1.1 The Replaceable Rules

The replaceable rules contained in the Law shall apply to this Company.

#### 1.2 Definitions

In this Constitution unless a contrary intention appears:

**“AFL”** means the Australian Football League (ACN 004 155 211) and its successors.

**“AFL Licence”** means the licence agreement entered into between St. Kilda Football Club Ltd and the Victorian Football League on 10 February 1986 and transferred from St. Kilda Football Club Ltd to St. Kilda Saints Limited as amended from time to time, and includes any licences entered into between the Company and the AFL that are intended to replace the AFL Licence.

**Annual General Meeting** means an annual general meeting of the Company convened and conducted in accordance with Article 22.

**“Article”** means an Article of this Constitution.

**“ASIC”** means the Australian Securities & Investments Commission,

**“Board”** means the Board of Directors of the Company as constituted from time to time.

**“Chairman of Meetings”** means the person appointed from time to time to chair meetings of the Board and meetings of Members.

**“Chief Executive Officer”** means a person appointed by the Board as the Chief Executive Officer of the Company.

**“Club”** means the football club owned and operated by the Company.

**“Company”** means St Kilda Saints Football Club Ltd (ACN 005 174 836).

**“Director”** means a member of the Board.

**“Financial Year”** means the financial year of the Company specified to be from 1 November to 31 October in each period.

**“Law”** means the Corporations Act 2001.

**“Member”** means a member of the Company.

**“Non-Voting Member”** means a person who is included on a register maintained by the Company under one of the categories of membership set out in Article 3.1(d) and (f).

**“Officer”** has the meaning given to it in section 9 of the Law.

**“President”** means a Director appointed to the position of President of the Company.

**“Register”** means the Register of Members required to be kept under the Law.

**“St Kilda Football Club”** means the football club owned and operated by the Company.

**“St Kilda Football Club Limited”** means St Kilda Football Club Limited ACN 005 471 429.

**“St Kilda Saints Limited”** means St Kilda Saints Limited ACN 070 694 316.

**“Seal”** means the common seal of the Company.

**“Secretary”** means a person appointed by the Board to perform the duties of company secretary of the Company.

**“Transfer of Operations”** means the transfer of assets and operations from St. Kilda Saints Limited and St Kilda Football Club Limited to the Company.

**“Vice President”** means a Director appointed to assist the President in performance of his or her duties.

**“Voting Member”** means any person whose name is included in the Register as an Ordinary Member or a Life Member.

Words or expressions contained in this Constitution shall be interpreted in accordance with the provisions of the Law and in the event that a word or expression cannot be so interpreted then the word or expression shall be interpreted by the Board whose decision shall be final.

### 1.3 **Construction**

In this Constitution unless the context otherwise requires:

- (a) words (including defined expressions) importing the singular include the plural and vice versa;
- (b) words (including defined expressions) importing any gender include the other gender;
- (c) words (including defined expressions) importing persons shall include corporations and bodies politic;
- (d) a reference to a statute ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (e) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes telegram, telex and facsimile transmission;
- (f) reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month; and

- (g) Headings are included for convenience and do not affect the interpretation of this Constitution.

## **2. OBJECTS AND IDENTITY**

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### **2.1 Objects**

The objects and powers of the Company are:

- (a) To promote the Australian game of football and other athletic sports and pastimes and in particular to promote, encourage, foster and assist in every way possible the football team owned and operated by the Company or any other sporting body which may become associated with the Company.
- (b) To continue all those activities previously conducted by the St Kilda Football Club Limited and the St Kilda Saints Limited.
- (c) To do all other lawful things as are incidental, or conducive to the attainment of these objects or any of them or which may be calculated to advance directly or indirectly the interests of the Company.
- (d) To do all lawful acts as are incidental or conducive to the objects set out in paragraphs (a), (b) and (c) provided:
  - (i) The income and property of the Company wheresoever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out in this Article 2.1. No portion of the income or property shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the Members. Nothing in this Article 2.1(d)(i) shall prevent the payment in good faith of interest to any Member in respect of monies advanced by him or her to the Company or otherwise owing by the Company to him or her, the remuneration of any Officers or servants of the Company or any Member or other person in return for any services actually rendered to the Company or prevent the payment or repayments to any Member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Company or reasonable and proper rent for premises demised or let to the Company.
  - (ii) No dividend shall be paid to, and no income or property of the Company shall be distributed among, the Members.

### **2.2 Identity**

- (a) The name of the football team of the Club shall be the St Kilda Football Club;
- (b) The motto of the club shall be "Fortius Quo Fidelius";
- (c) The colours of the Club shall be red, white and black and the uniform of the players shall be the uniform which is in these colours and from time to time registered with the Australian Football League, and subject to the rules, regulations and direction of the AFL, provided that the Club's guernsey may bear different colours from time to time at the discretion of the Board. There shall be no permanent change to the colours of the guernsey of the Club other than by special resolution passed by the Members in a general meeting.

### 3. MEMBERS

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#### 3.1 Classes of Members

The Company shall consist of the following classes of Members:

(a) Ordinary Members

Subject to Article 3.3, an "Ordinary Member" is a person who is recorded in the Register as being at least 18 years of age and who has duly applied for and been admitted to membership as an Ordinary Member. No person shall be admitted to membership until the annual subscription has been fully paid. All Ordinary Members shall be entitled to attend, speak and vote at any meeting of Members provided all subscriptions and other amounts owed by the Ordinary Member to the Company have been paid in full at the time the Register is closed for that meeting.

(b) The Directors shall have discretion to issue different categories of membership to Ordinary Members. All categories of Ordinary Members shall be entitled to attend, speak and vote at any meeting of Members, provided all subscriptions and other amounts owed by the Ordinary Member to the Company have been paid in full at the time the Register is closed for that meeting. The Directors will have discretion to determine different subscription fees for each category of ordinary membership.

(c) Life Members

(i) A "Life Member" is a person who:

- (A) was a Life Member of the Company at the time of adoption of this Article 3.1(c); or
- (B) after this Article 3.1(c) was adopted, has been elected as a Life Member by the Board in its absolute discretion.

(ii) Every Life Member shall have all of the privileges, duties and obligations of an ordinary Member but shall not be required to pay subscriptions referred to in Article 3.5.

(d) The Company may have "Junior Members". The following provisions apply to Junior Members:

- (i) Subject to the provisions of the Liquor Control Reform Act 1998 or to such other laws as may from time to time be appropriate and to any rule and guideline by the AFL binding upon the Company, any person under the age of 18 years shall be eligible to be a Junior Member of the Company;
- (ii) Notwithstanding sub-clause (i), the Board may by resolution determine that a full-time student over the age of 18 years shall be a Junior Member of the Company;
- (iii) Each Junior Member of the Company shall be bound by the Company's Constitution but shall not be entitled to vote at any meeting of the Company.

- (iv) The Board shall determine whether Junior Members should be liable to pay the subscriptions referred to in Article 3.5.
- (e) The Directors shall have discretion to issue different categories of membership to Junior Members. All categories of Junior Members shall have the same rights to those rights set out in Article 3.1(d). The Directors will have discretion to determine different subscription fees for each category of junior membership.
- (f) Other Classes of Members

The Company shall consist of the following additional classes of Non-Voting Members and each shall have the rights and obligations set out below:

- (i) An "Honorary Member" is a person who has been conferred the status of honorary membership by the Board. An Honorary Member shall be entitled to attend and speak at any meeting of the Company, but shall have no right to vote. The Board shall where conferring honorary membership determine the length of time the person shall remain as an Honorary Member or the conditions upon which honorary membership is granted. An honorary membership may be granted for life.
- (ii) A "Temporary Member" is a person who has duly applied for, and been admitted as, a Temporary Member. A Temporary Member may be admitted for a maximum period of two days, during which period a Temporary Member shall be entitled to use and enjoy the facilities of the Company, but shall not be entitled to attend or speak at any meeting of the Company, and shall have no right to vote.
- (iii) "Social Club Member" is a person who has duly applied for and been admitted for membership as a Social Club Member. A Social Club Member shall not be entitled to attend or speak at any meeting of the Company and shall have no right to vote. A Social Club Member shall be required to renew their social club membership annually.
- (iv) "Gaming Members" are persons who participate in the facilities of the Company at the invitation of Ordinary Members and Life Members only, and who meet the requirements set out in Article 36. Gaming Members shall not be entitled to attend or speak at any meeting of the Company, and shall have no right to vote.

### 3.2 Application for Membership

- (a) An application for Ordinary Membership or Junior Membership or Social Club Membership shall be in such form as the Directors may from time to time prescribe and shall be lodged with the Secretary no later than 5pm on 1 July (or if 1 July falls on a weekend then by 5pm on the Friday before 1 July) in each year.
- (b) Other than by resolution of the Board, a person who is not a Member as at 1 July in any calendar year cannot become a Member until the next calendar year's membership cards become available for purchase by subscription.
- (c) The Board shall determine from time to time the date upon which each calendar year's membership cards shall become available for purchase by subscription.

### 3.3 **Admission of Membership**

A person is deemed to be a member of a particular class upon payment of the full subscription relevant to that class provided that within 30 days the Board may reject the application and any subscription paid. In no case shall the Board be required to give any reason for the rejection of an application.

### 3.4 **Non-Transferability**

The rights and privileges of a Member shall not be transferable during his or her lifetime and shall cease upon the Member ceasing to be a Member whether by death retirement, resignation or otherwise.

### 3.5 **Subscriptions and Benefits**

Subject to Article 3.4 the Directors shall, subject to any express restriction in this Constitution, have the power to determine from time to time and as they deem fit:

- (a) the amount of any subscriptions payable by Members;
- (b) all relevant particulars relating to the time and manner of payment of any subscriptions by the Members;
- (c) the benefits associated with each class of Membership;
- (d) the names, subscriptions, and benefits of any sub category of a Class of Membership.

- 3.6 Subject to the winding up of the Company, Members who have paid their subscription for a season occurring in a particular calendar year shall be entitled to the rights and benefits of membership for that particular calendar year,, provided however, that if the Annual General Meeting in respect of that year is held after the end of that calendar year, the right to attend, speak and vote at the Annual General Meeting shall continue until the end of that Annual General Meeting.

### 3.7 **Multiple Membership**

No person shall be entitled to be registered in more than one category of Member of the Company at any one time, subject to the exception that any Social Club Member may also be admitted as an Ordinary Member or a Junior Member or a Life Member.

### 3.8 **Nominees**

No person shall be registered as a Member as nominee or trustee for another person.

## 4. **LIABILITY**

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- 4.1 The liability of the Members is limited.

- 4.2 Every person who was an Ordinary Member or Life Member of the Company prior to the Transfer of Operations undertakes to contribute to the property of the Company in the event of the Company being wound up during the time that they are a Member or within one year after they cease to be a Member for the payment of the debts and liabilities of the Company contracted before they cease to be a Member and of the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding twenty dollars (\$20.00).



- 4.3 Every person who becomes an Ordinary Member or Life Member of the Company following Transfer of Operations undertakes to contribute to the property of the Company in the event of the Company being wound up during the time that they are a Member or within one year after they cease to be a Member for the payment of the debts and liabilities of the Company contracted before they cease to be a Member and of the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding one dollar (\$1.00).

## **5. TERMINATION OF MEMBERSHIP**

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- 5.1 A Member may at any time, by giving notice in writing to the Board, resign their membership of the Company.
- 5.2 The resignation of a Member shall be effective upon receipt of a written resignation by the Secretary or at such later time specified in the resignation.
- 5.3 Membership of any Member may also be terminated by a two thirds majority vote of the Board if the Member:
- (a) fails to comply with any of the provisions of this Constitution and/or any by laws or code of ethics promulgated from time to time by the Company; or
  - (b) conducts himself or herself in a manner considered to be injurious to the character or interests of the Company or the St Kilda Football Club.
- A Member whose membership the Board proposes to terminate shall be given 7 days written notice of the proposal to terminate their membership. Such notice shall specify the nature of the reasons for the proposed termination and the date and time that the Board will consider the proposal. The Member shall be given opportunity to show cause to the Board why his or her membership shall not be terminated at the date and time set out in the notice. The Member may attend in person or make submissions in writing. A Director whose membership it is proposed be terminated must first be removed by the Company from his or her office as Director.
- 5.4 A Member shall be taken to have surrendered their membership and consequently not be entitled to any benefits as on transfer if they have not paid their subscriptions by the next 30 June after the Board has determined the amount of the subscription. If a Member fails to pay their subscription by the due time and date, then that Member's rights shall be suspended until such subscriptions are paid or the membership is surrendered, whichever occurs first. .
- 5.5 The Member resigning or whose membership is otherwise terminated shall continue to be liable:
- (a) for any sum not exceeding twenty dollars (\$20.00) in relation to persons who were Members prior to the Transfer of Operations or for any sum not exceeding one dollar (\$1.00) in relation to persons who become Members following the Transfer of Operations, for which he or she is liable as a Member of the Company under Article 4.2 or Article 4.3 or for such period as determined by the Law; or
  - (b) for any unpaid subscriptions or other amounts due to the Company.

## **6. CERTIFICATE OF MEMBERSHIP**

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Every Member on admission shall be given a certificate of membership as a Member under the Seal of the Company. Such certificate shall be retained by the Member as long as he or she continues to be a Member but shall be delivered up to the President or the Secretary when he or she ceases to be a Member. A membership card for that year shall constitute a certificate of membership.

## **7. REGISTER OF MEMBERS**

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- (a) The Register shall be kept under the control of the Board and in accordance with the Law at the place in Australia where the work involved in maintaining the Register is done. The name of each Voting Member and his or her address as notified to the Company from time to time shall be entered in the Register together with such other particulars as the Law or the Board may from time to time require. A person wishing to inspect or obtain a copy of the Register in accordance with the Law must first apply in writing to the Board.
- (b) The Company shall maintain a register or registers in respect of Non-Voting Members in such form as required by Law or the Directors.

## **8. ADDRESS FOR SERVICE**

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- 8.1 Each Member shall if requested by the Company deliver to the office a notice setting out an address to which notices may be sent.
- 8.2 A Member must notify the Company in writing delivered to the office of a change of his or her address within 21 days.

## **9. COPY OF CONSTITUTION**

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All Members shall be entitled to obtain a copy of the Constitution of the Company upon written application to the Secretary.

# **BOARD OF DIRECTORS**

## **10. DIRECTORS**

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- 10.1 The number of Directors shall be between 5 and 10. Subject to the Law, the number of Directors at any time shall be determined by the Board provided that:
  - (a) Only the Company can remove a Director from his or her office in accordance with Article 12.1;
  - (b) If any Director retires or resigns in accordance with the provisions of this Constitution and does not seek election or re-election at the next Annual General Meeting, the Board may determine that the position is not to be filled at the next Annual General Meeting;

- (c) If any Director retires or resigns in accordance with the provisions of this Constitution and does seek election or re-election the Board shall declare in respect of each such Director that their position is to be vacant and will be filled at the next Annual General Meeting.
- 10.2 Subject to Articles 10.2A and 10.2B, all Directors shall be elected for a term ending at the conclusion of the third Annual General Meeting since their last appointment at an Annual General Meeting and shall retire at the end of that term, and may seek re-election. A person shall not be eligible to be elected as a Director unless that person has been a Voting Member for at least one full calendar year immediately preceding the general meeting at which the person is proposing to be elected as a Director, provided however, that this eligibility requirement shall not apply to a person appointed as a Director by the Board pursuant to Article 12.3(a) and any such person or current Director retiring shall be eligible for re-election notwithstanding that they do not comply with this requirement.
- 10.2A Subject to the provisions of this Constitution, one-third of the Directors for the time being shall retire from office at each Annual General Meeting and, for the purposes of determining the number of Directors to retire at each Annual General Meeting,
  - (a) a Director who has been appointed Chief Executive Officer under Article 11 will be excluded from the calculation for so long as the Director remains Chief Executive Officer;
  - (b) Directors who have been appointed to fill casual vacancies or as additional Directors under Article 12.3 and who are standing for election at the Annual General Meeting will be counted;
  - (c) if the resulting number is not three or a multiple of three, then the number will be rounded up or down to the next whole number, as the Board in its discretion determines; and
  - (d) those Directors who have served the longest proportion of their current term will submit for retirement by rotation, and if the number to retire is greater or less than the number required, then the Board will determine who retires, and failing agreement by the Board, the order of rotation will be determined by lot.
- 10.2B Notwithstanding any other provision of this Constitution, if a Director is elected or re-elected at any time after 22 October 2007 for consecutive terms totalling 9 years or more, then, unless they have the prior unanimous approval of the Board:
  - (a) they must retire at the Annual General Meeting immediately following the ninth anniversary of their election or re-election; and
  - (b) they are not eligible for re-election for a further consecutive term, and they may not nominate for election or be appointed or elected as a Director at any time during the 3 years immediately following the end of that final consecutive term.

- 10.3 The Board of Directors shall be constituted by the President, one or two Vice Presidents and other Directors in office at the relevant time provided that the Board does not consist of more than the maximum number of Directors determined by the Board. The Board shall elect from amongst its number the President and one or two Vice Presidents, provided, however, that a Director who has served as President for a total of 6 consecutive years is not eligible for re-election as President at any time during the 3 years immediately following the end of their tenure without the prior approval of Members by special resolution.
- 10.4 The President and Vice President(s) in office as at the date of the adoption of this Constitution shall continue in those offices.
- 10.5 The President and Vice President(s) shall continue in office until:
- (a) their retirement as Directors pursuant to clause 10.2; or
  - (b) their resignations as Directors or they otherwise cease to act as Directors; or
  - (c) they are removed from those positions by the Members in general meeting or by a two thirds majority of the Board; or
  - (d) in the case of the Vice President(s) the President has ceased to hold the office of President for whatever reason.
- 10.6 The election of the President shall take place at the first meeting of the Board held after he or she ceases to hold office under Article 10.5. The Board meeting shall be held no earlier than 14 days and not more than 28 days after the position becomes vacant. Any Director who wishes to nominate must do so in writing to the Secretary 7 days before the date of the next Board meeting.
- 10.7 The election of the Vice President(s) shall take place at the first meeting of the Board held after the President or Vice President(s) ceases to hold office under Article 10.5. The Board meeting shall be held no earlier than 14 days and not more than 28 days after the position becomes vacant. Any Director who wishes to nominate must do so in writing to the Secretary 7 days before the date of the next Board meeting.
- 10.8 Until the position of President is filled in accordance with this Article 10, the Vice President(s) shall be acting President. If there is no Vice President the duties of President shall be fulfilled by the Chairman of Meetings.

## **11. CHIEF EXECUTIVE OFFICER**

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- 11.1 The Board may appoint a person, whether or not a Director of the Company to the position of Chief Executive Officer of the Company. The Chief Executive Officer is eligible to be appointed or elected to the position of Director.
- 11.2 The Chief Executive Officer is to be responsible for the day to day management of the Company. The Board may delegate to the Chief Executive Officer such powers as the Board considers necessary.
- 11.3 Notwithstanding any other provision of this Constitution, the Chief Executive Officer may be appointed by the Board as a Director for a fixed term (not exceeding 3 years) on such other terms and conditions as the Board sees fit and may from time to time (subject to the provision of any contract between the Chief Executive Officer and the Club) remove or dismiss the Chief Executive Officer from the office of Director. The Chief Executive Officer will not, while holding the office, be subject to re-election or to retirement by rotation in accordance with Article 10.2A.

## **12. APPOINTMENT AND REMOVAL OF THE DIRECTORS BY THE COMPANY**

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### **12.1 Election and Removal of Directors**

Subject to Articles 10.1 and 12.6, the Company may by resolution:

- (a) appoint Directors;
- (b) remove any Director before the end of the Director's term of office in accordance with the Law; and
- (c) appoint another person in place of a Director who has been removed by the Company from office and the replacement Director shall hold office for the term for which the Director who has been replaced would have held office if that Director had not been replaced.

### **12.2 Procedures for Election at Annual General Meeting**

- (a) Director nomination requirements
  - (i) No person may stand for election as a Director at an Annual General Meeting unless nominated in accordance with this Article 12.2.
  - (ii) A person who is not a Director must be nominated in writing by at least three other Voting Members. Upon valid written nomination and a written consent by the nominee to act as a Director being delivered to the registered office of the Company the nominee shall be deemed to have been nominated for election as a Director. A nomination shall be considered valid if it states the name of the nominee and the three Voting Members nominating the person, is signed by the three Voting Members and is delivered to the Company not more than 14 days after the date of the advertisement referred to in Article 12.2(b).
  - (iii) A retiring Director may nominate himself or herself for election or re-election as a Director at a general meeting.
  - (iv) The Board may nominate a person for election as a Director at a general meeting.
- (b) In each year the Board shall cause a notice to appear in the Public Notices section of a daily newspaper circulating generally in Victoria and in a newspaper generally circulating Australia-wide. The Notice shall specify the date of the Annual General Meeting and the number of vacancies on the Board of Directors, if any, to be filled by election at the upcoming Annual General Meeting.
- (c) Subject to Article 12.6, if the number of candidates so nominated does not exceed the number of vacancies, then those persons nominated will be deemed to have been duly elected and will be declared duly elected at the conclusion of the Annual General Meeting.
- (d) If the number of candidates so nominated is greater than the number of vacancies, then a ballot will be held to fill the vacancies. The procedure for the ballot will be as follows:

- (i) The Secretary will include with, or subsequent to the notice of meeting, a statement that the number of candidates for election exceeds the number of vacancies and that a ballot is to be held together with any necessary ballot paper.
- (ii) Ballot papers will be printed showing the full names of all candidates in alphabetical order. The Board may determine from time to time the form and content of the ballot paper.
- (iii) Voting upon the ballot will be open to Members entitled to vote. The ballot shall commence on the day when the Secretary gives notice of the ballot to the Members and concludes with the completion of voting in respect of the election of Directors at the Annual General Meeting.
- (iv) Members will be entitled to vote in person, by post, or by such other means as may be prescribed by the Board from time to time. Where Members vote other than in person or by proxy, the ballot paper must be returned to the Company or such other address specified in the notice of meeting or ballot paper at least 48 hours prior to the Annual General Meeting.
- (v) Each Member entitled to vote may vote on the ballot paper for up to the number of candidates as is equal to the number of vacancies to be filled. Any vote given otherwise than as aforesaid will be informal and will not be counted. Voting shall not be preferential. The method of voting shall be by placing a tick, cross, number or affirmative mark or notation in the box next to the selected candidate. The validity of any disputed ballot shall be determined by those members of the Board not seeking election or re-election at the meeting which is the subject of the ballot, which power may be delegated by the Board at its discretion, including for example when all Directors are subject to re-election..
- (vi) The election will be determined on a first past the post basis, namely those candidates who receive the highest number of votes will be declared elected as Directors to fill the vacancies (and if there is an unfilled vacancy and there is a tie in the number of votes, the Chairman of Meetings will have a casting vote or votes in addition to his or her vote as a Voting Member).
- (vii) Retiring Directors shall continue in office until the new Directors are declared to be elected. Subject to Article 12.6, such declaration shall be made by the Chairman of Meetings and the general meeting shall not be declared to be ended until the final result of the ballot has been announced, and the new Directors declared to be duly elected.
- (viii) The Board may determine other procedures for the proper conduct of the ballot and may delegate that power.

### **12.3 Casual vacancies and non-Annual General Meeting Appointees**

- (a) Subject to Article 12.6, the Board shall have power to appoint any person as a Director either to fill a casual vacancy or as an addition to their number. Any person appointed pursuant to this Article 12.3 shall retire at the first Annual General Meeting after their appointment and will be eligible to stand for election at that Annual General Meeting.
- (b) Where a Director is appointed under Article 12.1(a) at a general meeting other than the Annual General Meeting the Director so appointed shall hold

office until the next Annual General Meeting at which time they must retire and may offer themselves for election.

#### **12.4 Vacation of office**

Subject to Article 12.6 the office of a Director shall immediately be vacated if the Director:

- (a) ceases to be or is removed as a Director pursuant to the provisions of the Law;
- (b) becomes insolvent under administration or makes any composition or arrangement with his or her creditors or any class of them;
- (c) becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the law relating to mental health;
- (d) resigns or retires from his or her office by notice in writing to the Secretary (resignation being effective upon receipt of the notice by the Secretary or the effective date of the resignation, whichever is the later);
- (e) the period for which the Director is appointed expires; or
- (f) without the permission of the Board absents himself or herself from the meetings of the Board for a continuous period of 6 months.

#### **12.5 Consent**

A person shall not be appointed as a Director, unless the Company has received from the person a written consent to their appointment.

#### **12.6 Gambling Machine and other Regulatory Requirements**

No person shall be appointed or elected as a Director unless they have first received all required regulatory approvals, including approval under the Gambling Regulation Act 2003 (Vic) (while and so long as the Company is the holder of a licence under that Act). Persons seeking any such approvals must at the time of making application notify the Board of their application.

### **13. REMUNERATION OF DIRECTORS**

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#### **13.1 Remuneration of Directors**

- (a) Subject to Articles 13.2 and 13.3 the Directors shall not be paid remuneration for their services as Directors.
- (b) For any period when the Chief Executive Officer also holds the position of Director, he or she shall not be remunerated for his or her service as a director, but may receive remuneration for his or her services as Chief Executive Officer.
- (c) Subject to this Article 13, a Director may not hold any other office or position of profit under the Company.

#### **13.2 Additional Services**

Subject to Article 13.1, if a Director is required to perform services for the Company which in the opinion of the Board are outside the scope of the ordinary duties of a Director, then the Company may pay the Director for those services subject to a

resolution in favour of the payment being passed by two thirds of the remaining members of the Board.

### **13.3 Reimbursement of Expenses**

The Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Company or of the Board or otherwise in connection with the Company's business, PROVIDED THAT the Director in question has provided suitable evidence and a resolution in favour of the reimbursement is passed by two thirds of the remaining Directors.

## **14. POWERS AND DUTIES OF DIRECTORS**

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### **14.1 The Board of Directors Power of Management**

Subject to the Law and this Constitution, the management of the business and affairs, property and funds of the Company shall be vested in the Board who may exercise all powers of the Company that this Constitution and the Law do not require to be exercised by the Company in a general meeting.

### **14.2 Borrowing Powers**

The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, assets and to issue debentures, debenture stock and other securities whether outright or as security for any debt, contract, guarantee, engagement, obligation or liability of the Company or of any third party and on such terms and conditions as the Board thinks fit.

### **14.3 Attorneys**

The Board may by resolution, power of attorney or written instrument appoint any firm, company, corporation or person or body of persons to be the attorney or agent of the Company:

- (a) for the purposes;
- (b) with the powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under this Constitution);
- (c) for the period; and
- (d) subject to such conditions

as the Board may from time to time think fit.

### **14.4 Protection of Third Parties**

Any resolution, power of attorney or written instrument under Article 14.3 may contain provisions for the protection and convenience of persons dealing with the attorney or agent as determined by the Board and may also authorise the attorney or agent to delegate all or any of the powers, authorities and discretions for the time being vested in the attorney or agent.

### **14.5 Execution of Cheques**

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn,



accepted, endorsed or otherwise executed (as the case may be) by the persons and in the manner determined by the Board.

#### **14.6 Validation of Irregular Acts**

All acts done by any meeting of the Directors or by a committee or by a person acting as a Director shall notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any such Directors or person acting as aforesaid or that they or any of them were disqualified or had vacated office or were not entitled to vote be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director and had been entitled to vote.

### **15. INTERESTED DIRECTORS**

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#### **15.1 Restriction on Director**

Subject to Section 195 of the Law, a Director (including any alternate Director) who has a material personal interest in any matter that relates to the affairs of the Company and which is being considered at a meeting of the Board will be prohibited or excluded from:

- (a) voting on the matter; or
- (b) being counted in a quorum for the purposes of the meeting; or
- (c) being present while the matter is being considered at the meeting.

#### **15.2 Director not Disqualified**

Subject to any rule of law or equity to the contrary if a Director has disclosed the nature of his or her interest in accordance with sections 191 or 192 of the Law:

- (a) the Director shall not be disqualified by his or her office from contracting with the Company and any firm, body or entity in which the Director has a direct or indirect interest may contract with the Company;
- (b) a transaction may not be avoided by the Company by reason of the Director's position or interest; and
- (c) the Director shall not be liable to account to the Company for any profit made as a result of the contract or transaction.

### **16. BOARD MEETINGS**

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#### **16.1 Meetings**

The Board shall meet at least four times a year, provided the meetings are not more than 6 months apart. Unless otherwise determined by the Board, one half of the Directors (or if an odd number, one half of their number rounded up to the next whole number) in office shall form a quorum, PROVIDED THAT if any Director is prevented from being present at, or entitled to vote at the meeting pursuant to section 195 of the Law, then that Director shall not be counted in the number of Directors when the calculation of the quorum is made, subject to there being always not less than 3 Directors present and able to vote at the meeting.

## 16.2 **Convening Special Meetings**

A Director may at any time, and the Secretary shall, upon the request of a Director, convene a meeting of the Board of Directors.

## 16.3 **Notice**

Not less than 14 days' notice shall be given to members of the Board of any meeting of the Board of Directors except in circumstances declared at the sole discretion of the President or in the President's absence or incapacity, the Vice President and in the Vice President's absence or incapacity, the Chairman of Meetings and in the Chairman of Meetings' absence or incapacity the Secretary.

## 16.4 **Conference Meetings**

(a) Without limiting the discretion of the Board to regulate their meetings under Article 16, a meeting of the Board may consist of a conference between the Directors some or all of whom are in different places provided that each Director who participates is able:

- (i) to hear each of the other participating Directors addressing the meeting; and
- (ii) if he or she wishes, to address each of the other participating Directors simultaneously;

whether directly, by telephone conference or by any other form of communications equipment (whether in use when this Article 16 is adopted or developed subsequently) or by a combination of those methods. A quorum shall be deemed to be present if those conditions are satisfied in respect of at least the number of the Board of Directors required to form a quorum. A meeting held in this way shall be deemed to take place at the place where the largest group of participating Directors is assembled or, if no such group is readily identifiable, at the place from where the President of the meeting participates. Any Director may, by prior notice to the Secretary, indicate that he or she wishes to participate in the meeting in this manner, in which event, the Directors shall procure that an appropriate conference facility is arranged at the expense of the Company.

(b) No Director may leave the conference by disconnecting his or her means of communication unless he or she has previously obtained the express consent of the Chairman of Meetings of the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone or other means of communication unless the Director has previously obtained the express consent of the President to leave the conference.

## 16.5 **Chairman of Meetings**

The Chairman of Meetings shall from time to time be elected by the Directors from their number. The Chairman of Meetings shall chair all meetings of the Board and all meetings of Members. If the Chairman of Meetings is absent or unwilling to act, and there is no quorum of Directors present to elect a Chairman of Meetings, the President shall be Chairman of Meetings.

## 16.6 **Majority Decision**

Unless otherwise provided in this Constitution, all resolutions, motions and questions arising at any meeting of the Board shall be decided by a majority of votes. Each Director shall have one vote and a determination by a majority of the Board shall for

all purposes be deemed a determination of the Board. The President (or in his or her absence or incapacity the Vice President or in his or her absence or incapacity the Chairman of Meetings) shall have and must exercise a second or casting vote on a resolution where there is an equality of votes except in the case of a vote for the office of President or Vice President in which case the Chairman of Meetings shall have and must exercise a second or casting vote where there is an equality of votes.

#### **16.7 Written Resolutions**

A resolution or declaration in writing shall be as valid and effectual as if it had been passed at a meeting of the Board duly called and constituted if it is signed by a majority of the Board (not including any alternate Director unless the Director who appointed an alternate Director is not in Australia) for the time being in Australia (not being less than a quorum).

Any such resolution or declaration may consist of several documents in the same form each signed by one or more Directors.

#### **16.8 Authorisation to vote**

A Director who is unable to attend any meeting of the Board may authorise any other Director to vote for him or her at that meeting and the Director so authorised shall have a vote for each Director by whom he or she is so authorised in addition to his or her own vote. Any such authority must be in writing or by facsimile transmission and signed by the Director which must be produced at the meeting at which it is to be used and be left with the Secretary for retention with the Company's records.

### **17. ALTERNATE DIRECTORS**

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#### **17.1 Appointment**

A Director may, with the approval of the Board, appoint any person who consents in writing to their appointment as his or her alternate for a period determined by that Director.

#### **17.2 Rights of Alternate Director**

An alternate Director is:

- (a) entitled to receive notices of Board meetings if notice has not been given to his or her appointor;
- (b) entitled to be present at a Board meeting if his or her appointor is not present but would have been entitled to be present;
- (c) entitled to be counted in a quorum of a Board meeting if his or her appointor is not present but would have been entitled to be counted in a quorum for the particular meeting; and
- (d) entitled to vote on any resolution at a Board meeting if his or her appointor is not present but would have been entitled to vote on the particular resolution.

#### **17.3 Officer of the Company**

An alternate Director is an Officer of the Company and is not an agent of the appointor.

**17.4 Provisions to Apply**

Subject to Article 17.2, the provisions of this Constitution which apply to Directors also apply to alternate Directors.

**17.5 Revocation of Appointment**

The appointment of an alternate Director may be revoked at any time by his or her appointor or by unanimous resolution of the other members of the Board. An alternate Director's appointment ends automatically when his or her appointor ceases to be a Director.

**17.6 Notice of Revocation**

Any appointment or revocation under this Article 18 must be effected by written notice signed by the Director delivered to the Office.

**18. MINUTES**


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The Board shall cause to be kept in accordance with the Law:

- (a) minutes stating:
  - (i) the names of members of the Board present at each meeting of the Board; and
  - (ii) all resolutions and proceedings of general meetings and of meetings of the Board; and
- (b) resolutions and declarations in writing of the Members or the Board.

**19. SEAL****19.1 Seal**


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The Company may have a Seal. If so, subject to this clause, it may be used in any manner permitted by the Law. The Board shall provide for the safe custody of the Seal which shall only be used by the authority of the Board. Every instrument to which the Seal is affixed must be signed by a Director and be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for that purpose.

**19.2 Official Seal**

The Company may have for use in any place outside Victoria an official seal which must be a facsimile of the Seal with the addition on its face of the name of every place where it is to be used. Every instrument to which an official seal is affixed must be signed by a Director and be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for that purpose. Documents to which an official seal are affixed shall be treated as if they were executed under the Seal.

## **20. EXECUTION OF DOCUMENTS BY HAND**

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The Company may execute documents without using the Seal or an official seal. Where a deed is executed by the Company without using the Seal or an official seal it must be signed by a Director and shall be countersigned by the Secretary or a second Director.

## **GENERAL MEETINGS**

### **21. ANNUAL GENERAL MEETINGS**

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The Board shall convene Annual General Meetings of the Company in accordance with the Law.

### **22. CONVENING GENERAL MEETINGS**

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- 22.1 The Board or any Director may at any time call a general meeting of the Company to be held at such place as the Board shall direct. Subject to the provisions of the Law regarding short notice at least 21 days notice shall be given to the Members of any general meeting PROVIDED THAT in the event of circumstances arising which prevent the holding of such meeting on the date fixed for the same, the Board shall have power to postpone the same until some later date.
- 22.2 The Board shall convene a general meeting on the requisition of Members in accordance with the Law.

### **23. BUSINESS**

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No business other than that of which notice has been given shall be dealt with at a general meeting.

### **24. NOTICE**

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- 24.1 Notice of general meeting may be given by the Club to a Member at least 21 days (or such other period as required by law) prior to the meeting:
- (a) By serving it personally at, or by sending it by post in a prepaid envelope to, the member's address, or by sending it to the fax number or electronic address, or such other address the Member has supplied to the Club, for the giving of notices;
  - (b) If the Member does not have a registered address and has not supplied another address to the Club for the giving of notices, by exhibiting it at the registered office of the Club.

- 24.2 Service of notices by the Company or its Members shall be deemed to have been effected by properly addressing, pre-paying and posting a letter containing the notice and to have been effected three days after posting. The Board shall if required by Law or this Constitution, and may in any other case, also give notice of general meetings by means of advertisement in in a daily newspaper circulating generally in Victoria and in a newspaper generally circulating Australia-wide. Notice by way of advertisement shall only supplement the posting of notices and the placement of such an advertisement shall not be construed as sufficient notice of a general meeting.
- 24.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

## **25. QUORUM**

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- 25.1 (a) No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Unless otherwise provided 25 Voting Members who are entitled to vote, present in person, by representative or by proxy, shall be a quorum.
- (b) if a quorum is present when a duly called meeting is convened, the Members present, and entitled to vote may continue to transact business until the meeting is adjourned and closed even though Members originally present may leave the meeting and thereby reduce the number of Members present below a quorum.
- 25.2 All Members of a class who are entitled to attend general meetings, may attend a general meeting of the Company even if those Members are not counted for the purposes of establishing a quorum.

## **26. DISSOLUTION**

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If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present (being not less than 10) shall be a quorum.

## **27. VOTING**

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- 27.1 Every Voting Member present shall be entitled to 1 vote.
- 27.2 Subject to Article 27.3 at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands. In the event there is an even show of hands, the Chairman of Meetings' vote shall be the casting vote.
- 27.3 In the event of a resolution for the election of a Director being conducted by way of ballot, the ballot shall be determined by adding the number of votes received in accordance with Article 12.2(d)(iv) to the number of votes cast in accordance with Article 30 and by Members present at the general meeting and who are entitled to

vote on the resolution. Each Voting Member present at the general meeting shall vote in respect of the ballot by completing a ballot paper at the general meeting.

## **28. ADJOURNMENT**

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- 28.1 The Chairman of Meetings of a general meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place.
- 28.2 No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 28.3 When a meeting is adjourned for any reason for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.

## **29. WHEN NUMEROUS PROXIES ARE PRESENT**

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If more than one proxy for a Member is present at a meeting of the Company, only one of them shall be entitled to vote on a show of hands. The person appointed latest in time will be the person entitled to vote on a resolution.

## **30. PROXIES**

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### **30.1 Right to Appoint Proxy**

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

### **30.2 Proxy Must be Written**

An instrument appointing a proxy must be in writing under the hand of the Member appointing the proxy and contain the information specified in Section 250A(1) of the Law.

### **30.3 Chairman of Meetings Decides Validity**

The Chairman of Meetings' decision as to the validity of a proxy or power of attorney will be final and binding.

### **30.4 Authority Conferred on Proxy or Attorney**

A proxy or attorney appointed to attend and vote for a Member has the same rights as the Member:

- (a) to speak at the meeting; and

- (b) to vote (but only to the extent allowed by the appointment).

### 30.5 **Power of Attorney and Proxy Form to be Deposited before Meeting**

- (a) Not less than 48 hours before the time for holding the meeting or an adjourned meeting at which a person proposes to vote by proxy, there shall be deposited with the Chairman of Meetings at the Office or such other address specified in the notice of meeting, or be transmitted to a facsimile number at the Company's registered office or a facsimile number or electronic address specified for that purpose in the notice of the meeting:
  - (i) the written instrument of appointment as proxy or attorney; and
  - (ii) any authority or power under which the document referred to in sub paragraph (i) was signed or a notarially certified copy of that power or authority.

### 30.6 **Form of Proxy**

The Company will have an instrument for appointing a proxy or attorney in such form as may be determined by the Board from time to time. Members are entitled to use any form of proxy provided it complies with Section 250A(1) of the Law.

### 30.7 **Member May Indicate Whether Proxy is To Vote For or Against Resolution**

- (a) Any form of proxy sent out by the Company to Members in respect of a proposed general meeting of Members shall make provision for the Member to indicate whether the Member wishes to vote for or against any resolution.
- (b) The Member may but need not give an indication or direction as to the manner in which a proxy or attorney is to vote in respect of a particular resolution.
- (c) Where an indication or direction is given, the proxy or attorney is not entitled to vote on the resolution except in accordance with that indication or direction.

### 30.8 **Poll**

- (a) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded by the Chairman of Meetings or (other than on the election of the Chairman of Meetings of a meeting or the adjournment of a meeting) by not less than 25 Members having the right to vote at the meeting.
- (b) A poll may be demanded:
  - (i) before a vote is taken;
  - (ii) before the voting results on a show of hands are declared; or
  - (iii) immediately after the voting results on a show of hands are declared.



## FINANCIAL REPORTING

### 31. ACCOUNTING AND OTHER RECORDS

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The Directors shall cause proper accounting and other records to be kept and shall distribute copies of balance sheets as required by the Law and shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

### 32. TIME FOR ACCOUNTS

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The interval between the close of a financial year of the Company and the issue of the printed Annual Report and audited accounts relating to it shall not exceed the period (if any) prescribed by the Law.

## GENERAL

### 33. WINDING UP

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#### 33.1 Distribution

On the winding up of the Company, any assets of the Company are to be distributed to any other organisations which in the sole opinion of the liquidator have similar objects to those of the Company and which also prohibit the distribution of profits and assets to their Members.

#### 33.2 Payment to Liquidator

On a voluntary winding up of the Company no commission or fee shall be paid to the liquidator unless the proposed payment of the commission or fee has been approved by a resolution of the Company in general meeting and the amount of the proposed payment is specified in the notice calling the meeting.

### 34. OFFICERS: INDEMNITIES AND INSURANCE

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#### 34.1 Indemnity of Directors

Every Director shall be indemnified by the Company against a liability incurred as a Director other than:

- (a) a liability owed to the Company or a related body corporate;
- (b) a liability for a pecuniary penalty order under section 1317G of the Law or a compensation order under Section 1317H of the Law; or
- (c) a liability that is owed to someone other than the Company or a related body corporate and did not arise out of conduct in good faith.

### 34.2 Indemnity of Auditors Officers or Employees

Every auditor and Officer of the Company may by resolution of the Directors be indemnified by the Company against a liability incurred as an auditor or an Officer of the Company other than:

- (a) a liability owed to the Company or related body corporate;
- (b) a liability for a pecuniary penalty order under section 1317G of the Law or a compensation order under section 1317H of the Law; or
- (c) a liability that is owed to someone other than the Company or a related body corporate and did not arise out of conduct in good faith.

### 34.3 Indemnity for legal costs

Every Director, other Officer and auditor of the Company may by resolution of the Directors be indemnified out of the assets of the Company against a liability for legal costs incurred by that person as a Director, other Officer or auditor of the Company in defending an action for liability incurred in that capacity unless the costs arise:

- (a) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under Article 35.1 or 35.2;
- (b) in defending or resisting criminal proceedings in which the person is found guilty;
- (c) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the Court to have been established (other than costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order);
- (d) in connection with proceedings for relief to the person under the Law in which the Court denies the relief.

The outcome of the proceedings is the outcome of the proceedings and any appeal in relation to the proceedings.

### 34.4 Payment for Insurance Premiums

The Company may by resolution of the Directors pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been a Director or auditor of the Company against:

- (a) a liability for legal costs;
- (b) any other liability except a liability incurred by the person as a Director, other Officer, employee or auditor and arising out of conduct involving:
  - (i) a wilful breach of duty in relation to the Company; or
  - (ii) a contravention of sections 182 or 183 of the Law.

### **35. AFL LICENCE**

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35.1 The Company hereby grants to the AFL the power, subject to the terms and conditions of the AFL Licence, to appoint an administrator to the Company. Any Administrator appointed by the AFL will have the power, subject to the terms and conditions of the AFL Licence and despite anything contained in this Constitution other than Articles 37 and 38 to:

- (a) have full conduct and control of the Company;
- (b) dismiss any or all of the Directors of the Company;
- (c) arrange for the election of new Directors prior to the resignation of the administrator,

PROVIDED THAT this Article will cease to have effect at such time as these powers are no longer required to be contained herein pursuant to the terms and conditions of the AFL Licence.

35.2 Subject at all times to the Company 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 Articles 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.

### **36. GAMING MACHINE REQUIREMENTS**

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#### **36.1 Definition of Authorised Gaming Visitors**

An Authorised Gaming Visitor means, subject to the Liquor Control Reform Act 1998, a person who:

- (a) is over the age of 18 years;
- (b) whose place of residence is more than five kilometres from the premises of the Company; and
- (c) is not a person whom the Directors have determined should not be admitted to the premises of the Company.

#### **36.2 Requirements for Authorised Gaming Visitors**

Subject to the requirements of the Gambling Regulation Act 2003 (Vic) and to the Company being the holder of a venue operator's licence issued under the provisions of the Gambling Regulation Act 2003 (Vic), an Authorised Gaming Visitor must:

- (a) produce evidence of his or her residential address before being admitted to the premises of the Company;
- (b) carry identification at all times whilst on the premises of the Company; and
- (c) comply with any relevant rules of the Company whilst on its premises.

### 36.3 **Register of Authorised Gaming Visitors**

Subject to the requirements of the Gambling Regulation Act 2003 (Vic) and to the Company being the holder of a venue operator's licence issued under the provisions of the Gambling Regulation Act 2003 (Vic), the Secretary shall keep on the premises of the Company a register of Authorised Gaming Visitors containing the name and residential address of each Authorised Gaming Visitor admitted and the date of that admission.

### 36.4 **Entitlements of Authorised Gaming Visitors**

Subject to the requirements of the Gambling Regulation Act 2003 (Vic) and to the Company being the holder of a venue operator's licence issued under the provisions of the Gambling Regulation Act 2003 (Vic), an Authorised Gaming Visitor being a person who is not a Member or a guest of a Member, may be admitted to the premises of the Company on any day when guests are allowed for the purposes of playing gaming machines and for the use of such other Company facilities as the Directors may from time to time permit. Authorised Gaming Visitors may not introduce guests to the premises of the Company.

## 37. **LIQUOR CONTROL REFORM ACT**

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Notwithstanding the provisions of this Constitution and subject to the requirements of the Liquor Control Reform Act 1998 and to the Company being the holder of a licence under the Liquor Control Reform Act 1998:

- (a) no payment of any amount shall be made to an officer or servant of the Company by way of commission or allowance from the receipts of the Company for the sale and disposal of liquor;
- (b) a visitor to the premises of the Company must not be supplied with liquor in the premises of the Company unless the visitor is:
  - (i) a guest in the company of a Member; or
  - (ii) an Authorised Gaming Visitor.
- (c) a person shall not be admitted as an Honorary Member or Temporary Member of the Company or be exempted from the obligation to pay the ordinary subscription for membership of the Company unless the person is of a class specified in this Constitution and the admission or exemption is in accordance with this Constitution;
- (d) persons under the age of 18 shall not be admitted as Members unless they are a Member primarily for sporting purposes;
- (e) the Directors shall be elected for a term of not less than twelve months by Members of a class of Members that constitutes not less than 60 per centum of the total Voting Members of the Company; and
- (f) the Secretary shall keep on the premises of the Company a register of guests of Members containing such details as the Directors may prescribe.

## **38. AMENDMENTS TO CONSTITUTION**

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### **38.1 AFL Approval**

The AFL Licence provides that any alteration or amendment to this Constitution must have the prior written consent of the AFL, which shall not be unreasonably withheld.

Accordingly, the Secretary must, within 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. Any amendment will not take effect until approval is received from the AFL.